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

County Administrator
Chase Burnham

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

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

Road & Bridge Committee of the Whole:
Discussion

1.)	County Engineer's Report	TAB 1
2.)	SRF Contract Extension for TH 8 Project	TAB 2
3.)	No Parking Request for CSAH 6 Project	TAB 3

Board of Commissioners' Business Meeting

Consent Agenda:

1.)	R&B Committee Recommendation – County Engineer's Report	TAB 1
2.)	R&B Committee Recommendation – SRF Contract Extension for TH 8 Project	TAB 2
3.)	R&B Committee Recommendation – No Parking Request for CSAH 6 Project	TAB 3
4.)	Minutes from the December 4, 2024 – County Board of Commissioners Meeting	TAB 4
5.)	*****Payment of County's Warrants and Miscellaneous Bills*****	TAB 5
6.)	Budget Adjustment Request – Parks	TAB 6

Environmental Services/Zoning Report – Kurt Schneider, Director

7.)	Director's Report	TAB 7
8.)	Garrett Kerkow CUP – Major Home Occupation Training/Boarding Horses	TAB 8
9.)	County Zoning Ordinance; Shoreland Management Ordinance; and Subdivision Ord.	TAB 9
10.)	HHW Facility – General Contractors of MN, Inc. Construction Agreement	TAB 10
11.)	2025 Problem Materials Recycling Agreements	TAB 11
12.)	Water Quality Reporting Contract - Chisago Soil and Water Conservation District	TAB 12
13.)	Lake Improvement District – Weir Repair Contract with Peterson Companies, Inc.	TAB 13
14.)	2025-26 Professional Technical Services Contract between LID – SWCD	TAB 14
15.)	2025 Eng. and Admin. Services Agreement Emmons & Olivier Resources, Inc. (EOR)	TAB 15

Other Business of the County Board

16.)	December 11th Budget and Finance Committee Report	TAB 16
17.)	Setting Date and Time of Annual Meeting	TAB 17
18.)	2025 Salary and Compensation Amounts	TAB 18
19.)	Out of State Travel Request – Monthly Client Visit to Connecticut	TAB 19
20.)	MFIP & DWP Program Provider Agreement with CMJTS	TAB 20
21.)	Canvas Health Contract through 2026	TAB 21
22.)	MDH Cannabis and Substance Use Prevention grant (CSUP) 24-26	TAB 22
23.)	Lakes Center for Youth and Families Prof Services Agreement for 2025 – County Attorney	TAB 23

24.)	Allocating ARPA Funds to Chisago County Administrative Costs	TAB 24
25.)	Probation Delivery Systems – CPO to CCA	TAB 25
26.)	Prof/Tech Services Contract with Soil and Water Conservation District	TAB 26
27.)	Discussion of Board of Commissioners 2024 Goals	TAB 27
28.)	***** ICLC – Cambridge Transfer Station Property to ECSWC *****	TAB 28
29.)	***** FINAL Contract Payments for CP 13-MP-24, 2024 Pavement Maintenance Project***	TAB 29
30.)	***** Schedule Public Hearing – January 7th – Adopting 2025 Fee Schedule *****	TAB 30

Citizen's Forum

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

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- January 7th, 2025 Chisago County Board of Commissioners Organizational Meeting

Chisago COUNTY USA | PUBLIC WORKS

TAB 1

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:	December 9th, 2024	RE: Public Works Director's Report
To:	**Chisago County Board of Commissioners**	
From:	Joe Triplett, P.E.	

Project Updates:

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

CSAH 16 Reconditioning Project (CSAH 12 to County Road 71): Design is complete. Bids were opened on December 10th.

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

CSAH 6 Improvement Project: Working on final design. The Nessel Town Board has requested to restrict parking along Stauffer Lake. I have included their resolution requesting this action and a resolution for the Board's consideration.

TH 8 Reconstruction Project: We are still working through the turtle part of the environmental process. We have begun working with property owners on the total take/relocation properties. As the environmental process has dragged on, we have to exercise another contract extension for design services. I have included that request for consideration tonight.

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** 2
Title of Item for Consideration: Engineering Design Contract Extension with SRF for TH 8 Reconstruction Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: Original contract approved November 16, 2022.	

Background: The contract time for the original design agreement with SRF on the TH 8 project has expired and the County Engineer is requesting to extend the contact.

Attachment(s):

- Contract Extension Letter Request
- Original Professional Services Agreements

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve and authorize an extension of the term of the TH 8 final design services agreement between the County of Chisago and SRF Consulting Group from December 31, 2024, to January 1, 2026. The following motion is suggested:

"Move to approve and authorize an extension of the term of the TH 8 final design services agreement between the County of Chisago and SRF Consulting Group from December 31, 2024, to January 1, 2026."

Implications of Action: Approval will allow the County to continue the design for the TH 8 Reconstruction project.

Budget/Financial Implications: Funding will continue to come from the legislative appropriations.

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

SRF 12151.04

November 27, 2024

Joseph Triplett, PE
Public Works Director/County Engineer
Chisago County
313 North Main Street, Suite 400
Center City, MN 55012

Subject: Request for Contract Amendment to complete the Preliminary Design of the TH 8 Reconstruction project from I-35 to Karmel Avenue

Dear Joseph Triplett:

As you are aware, based on a prolonged project schedule that is beyond the control of SRF, we are hereby requesting extension of the **Term of Contract** from the date of December 31, 2024 to **December 31, 2025**. This will allow SRF to continue providing professional services to assist Chisago County with completing the Preliminary Design phase of the TH 8 Reconstruction project from I-35 to Karmel Avenue. This request is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system, including future development scenarios. This, in turn, prolonged the schedule by 1 year and required on-going coordination and communication with the agencies involved.

Our continued goal for this project is to improve safety and mobility by upgrading TH 8 to a 4-lane divided roadway to accommodate current and future traffic volume demands and gap acceptance from side streets. Direct access along TH 8 will be better managed through consolidation and/or frontage/backage road systems. This project will provide enhanced accommodations for pedestrians and bicyclists by preserving a location for the Swedish Immigrant Trail on the north side of TH 8 and upgrading pedestrian curb ramps and cross walks to meet current ADA standards.

On-going Public and Agency involvement has proven to be critical to the success of the project as the objective is to develop roadway improvements that meet the near and long-term goals of FHWA, MnDOT, Chisago County, Washington County, Forest Lake, Wyoming, and Chisago City and the Comfort Lake Forest Lake Watershed District.

Acceptance/Notice to Proceed

A signed copy of this letter, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is bjohnson@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Brian C. Johnson, PE (MN IA SD)
Vice President

BCJ

Attachment – Original Agreement (SRF #12151.04)

Approved (Chisago County)

_____
(signature)

Name_____

Title_____

Date _____

SUPPLEMENTAL PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416, 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, in 2019, the County and CONTRACTOR entered into a professional services agreement for professional services necessary for the preliminary design phase of the TH8 Reconstruction Project from I-35 east to Karmel Avenue; and

WHEREAS, the County is in need of additional professional services to consider alternative designs in the completion of the preliminary design phase; and

WHEREAS, the CONTRACTOR has made representations to the County that it is qualified, duly licensed and willing to perform the additional professional services required of the County to complete the preliminary design phase of the TH8 Reconstruction Project from I-35 east to Karmel Avenue.

NOW, THEREFORE, the County and CONTRACTOR agree to enter into this supplemental professional services agreement, as follows:

I. **TERM OF CONTRACT**. This contract shall be effective on November 17, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until December 31, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform such duties as described in CONTRACTOR'S proposal dated October 15, 2022 and the Work Tasks Attachment which is incorporated into said proposal. Together, said proposal and its incorporated Works Tasks Attachment are attached hereto and incorporated herein as **Attachment A.**

III. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Eight Hundred Twelve Thousand, Five Hundred Seventy-nine and No/100 Dollars ($812,579.00) pursuant to **Attachment A**.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized

representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

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

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

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

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

Name:	Brian Johnson, PE
Company:	SRF Consulting Group, Inc.
Address:	3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416-3791
Telephone:	763-475-0010
E-Mail:	bjohnson@srfconsulting.com
Fax:	

V. **CANCELLATION AND TERMINATION**.

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

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

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

VII. **LIABILITY**. To the extent caused by CONTRACTOR's negligent act, error, omission or fault, the CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

VIII. **INSURANCE**.

A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

$1,500,000 per occurrence; $3,000,000 annual aggregate

C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance with limits not less than $2,000,000 per claim and annual aggregate. Coverage to include Contractor's legal liability for damages caused by Contractor's negligent acts, errors and omissions in the performance of professional services under this Contract shall remain in effect for six (6) year following the completion of the work.

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

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

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

A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this

contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

B. The CONTRACTOR represents and warrants that MATERIALS furnished by Contractor 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 from any action or claim brought against County to the caused by the actual infringement of rights in any patent, copyright, proprietary information, trade secret or other property right in the performance of the work arising out of any use in connection with the project methods, processes, design, or information furnished by the CONTRACTOR under this Agreement.

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

XIII. **ANTITRUST**. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XIV. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.

XV. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

XVI. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVII. **SUBCONTRACTING AND ASSIGNMENT:**

A. It is proposal, CONTRACTOR has identified Braun Intertec as a sub-consultant who may provide services to CONTRACTOR as necessary for CONTRACTOR to perform those responsibilities required of CONTRACTOR in this Agreement. For purposes of this Agreement, the parties acknowledge and agree that Braun Intertec shall not be considered as a subcontractor

or assignee of this Agreement but only as an employee or independent contractor of CONTRACTOR.

B. CONTRACTOR shall hold harmless, defend and indemnify County for any demand, claim or legal action brought or pursued by Braun Intertec or any subcontractor for undisputed claims for compensation for services provided to CONTRACTOR in relation to those services that are required of CONTRACTOR by this Agreement.

C. CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. The County's consent will only be provided through an assignment agreement that the assignee has entered into in which such assignment agreement binds said assign to perform all requirements of CONTRACTOR as provided in this Agreement. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

Signatures are found on Page 7

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

APPROVED:

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

By:	
Title:	CFO
Date:	12/8/2022

2. **COUNTY OF CHISAGO**

APPROVED:

By:	
Title: Chair, Chisago County Board of Commissioners	
Date:	12/8/22

CERTIFIED:

By:	
Title:	Clerk to the Board
Date:	12/8/22

CHISAGO COUNTY
NOV 16 2022
BOARD APPROVED

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By:
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: November 4, 2022

SRF

SRF 12151.00

October 15, 2022 Type text here

Joseph Triplett, PE
Public Works Director/County Engineer
Chisago County
313 North Main Street, Suite 400
Center City, MN 55012

Subject: Request for Contract Amendment to complete the Preliminary Design of the TH 8 Reconstruction project from I-35 to Karmel Avenue

Dear Joseph Triplett:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this request for a contract amendment to provide additional professional services to assist Chisago County with the completing the Preliminary Design phase of the TH 8 Reconstruction project from I-35 to Karmel Avenue. This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication with the agencies involved. In addition, SRF was asked to assist with materials needed to initiate the Right-of-Way acquisition process for up to 205 parcel impacted by the project including a color-coded ownership map, legal descriptions and exhibits for affected parcels, and re-platting parcels along the corridor.

Our continued goal for this project is to improve safety and mobility by upgrading TH 8 to a 4-lane divided roadway to accommodate current and future traffic volume demands and gap acceptance from side streets. Direct access along TH 8 will be better managed through consolidation and/or frontage/backage road systems. This project will provide enhanced accommodations for pedestrians and bicyclists by preserving a location for the Swedish Immigrant Trail on the north side of TH 8 and upgrading pedestrian curb ramps and cross walks to meet current ADA standards.

On-going Public and Agency involvement has proven to be critical to the success of the project as the objective is to develop roadway improvements that meet the near and long-term goals of FHWA, MnDOT, Chisago County, Washington County, Forest Lake, Wyoming, and Chisago City and the Comfort Lake Forest Lake Watershed District.

Scope of Services

We propose to carry out the work set forth in Attachment A (Scope of Work) which includes our assumptions on which the tasks are based and associated deliverables.

It is Chisago County's desire to complete this phase of the project within 24 months from notice to proceed. To achieve this goal, the project team must stay on task, communicate frequently, and work with other agencies regarding project needs. SRF will begin working on the project upon notice to proceed and will work closely with Chisago County to achieve this goal.

Basis of Payment/Budget

We propose to carry out the work set forth in Attachment A (Work Tasks and Person Hour Estimate). The Services performed by SRF pursuant to this Amendment shall not exceed $812,579.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Acceptance/Notice to Proceed

A signed copy of this letter, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is bjohnson@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

Brian C. Johnson, PE (MN IA SD)
Principal

Kenneth A. Holte, PE
Vice President

BCJ/KAH

Attachment A – Work Tasks and Person Hour Estimate

Approved (Chisago County)

(signature)

Name JOSEPH K. TRIPLETT

Title DIRECTOR OF PUBLIC WORKS

Date 10/17/22

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
			SUB-CONSULTANT:		Braun Intertec			
PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
TASK NO.	WORK TASK DESCRIPTION								
1.0	**Project Management**								
	Description of Request - Contract schedule extended by 6 months to work thru design changes requested by MnDOT and other agencies resulting in on-going Project Management activities.								
1.1	Coordinate project development and guide project process along with County's PM (assume 4 hours/month)	24	0	0	0	0	0	0	24
1.2	Maintain project schedule and budget (assume 2 hours/month)	12	0	0	0	0	0	0	12
1.3	Manage internal design team and sub consultant (assume 16 hours/month)	96	48	40	0	0	0	0	184
	Assumptions								
	Project schedule extended from 18 months to 24 months								
	Meetings will be held in Chisago County and at MnDOT								
	Agency Participation								
	Partnering Agencies will review and comment on all project deliverables and actively participate in project meetings and activities								
	Deliverables								
	Invoices and progress reports								
	Meeting Agendas, Materials, and Summaries								
	Project Schedule (updated monthly)								
	Copies of all correspondence								
	Quality Management Plan								
	SUBTOTAL HOURS - TASK 1.0	**132**	**48**	**40**	**0**	**0**	**0**	**0**	**220**
	ESTIMATED LABOR AND OVERHEAD - TASK 1.0								**$43,216**
2.0	**Public and Agency Involvement**								

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
			SUB-CONSULTANT:		Braun Intertec			
PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	**PRINCIPAL**	**SR ASSOCIATE**	**ASSOCIATE**	**SR PROF.**	**PROF.**	**TECHNICAL**	**CLERICAL**	**TOTALS**
	Description of Request - Contract schedule extended by 6 months to work thru design changes requested by MnDOT and other agencies resulting in additional meetings and coordination.								
2.2	Prepare for and conduct public and agency meetings (see assumptions below)	40	40	40	0	0	0	0	120
	Meeting Assumptions								
	(Hours per meeting includes prep time, travel time, meeting facilitation and follow up meeting summaries and technical/graphical assistance)								
	5 PMT Meetings (8 hours x 3 SRF staff/meeting)								
	Does not include Utility Coordination Meetings and Regulatory Agency Meetings								
	Agency Participation								
	Partnering Agencies will actively participate in public meetings and activities								
	County hosting project website								
	Deliverables								
	Meeting Materials and summaries								
	SUBTOTAL - TASK 2.0	**40**	**40**	**40**	**0**	**0**	**0**	**0**	**120**
	ESTIMATED LABOR AND OVERHEAD - TASK 4.0								**$20,920**
8.0	**Existing and Future Conditions Analysis**								
	Description of Request - Additional forecasting, modeling updates, and technical memos to address MNDOT's newly published Facilities Design Guidance requirements.								
8.3	Conduct a detailed traffic operations analysis of the future no build a.m. and p.m. peak hour traffic conditions using Synchro SimTraffic. Report intersection levels of service, intersection queuing, and select corridor travel times in tabular and graphical form.	16	0	64	0	0	20	0	100

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
			SUB-CONSULTANT:		Braun Intertec			
PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	**PRINCIPAL**	**SR ASSOCIATE**	**ASSOCIATE**	**SR PROF.**	**PROF.**	**TECHNICAL**	**CLERICAL**	**TOTALS**
8.6	Prepare draft and final technical memorandum documenting existing and future conditions analysis. Documentation will include methodology, assumptions, results, and key findings and recommendations.	8	0	12	0	0	20	0	40
	Assumptions								
	Analysis will include 9 study intersections								
	Synchro/SimTraffic will be used for the analysis								
	Up to three corridor build conditions will be developed and evaluated using Synchro/SimTraffic								
	ICE Reports will be developed following MnDOT guidelines (9 intersections)								
	Crash data will be collected using MnCMAT, but newer data will be provided by MnDOT via request from the County								
	Crash predictions will be calculated using FHWA's HSM tool								
	Agency Participation								
	Provide existing signal timing								
	Review and comment on draft findings								
	Review and comment on draft Technical Memorandum								
	Review and comment on draft ICE Reports								
	Approval of ICE Reports								
	Deliverables								
	Draft and Final Technical Memorandum								
	Draft and Final ICE Reports (9)								
	Electronic files for Synchro/SimTraffic analysis								
	Access inventory, matrix and management plan								
	SUBTOTAL - TASK 8.0	**24**	**0**	**76**	**0**	**0**	**40**	**0**	**140**
	ESTIMATED LABOR AND OVERHEAD - TASK 8.0								**$20,952**
12.0	**Development of Conceptual Layouts**								
	Description of Request - Additional coordination with MnDOT and Cities of Forest Lake, Wyoming and Chisago City to explore additional alternatives for mainline and local roads.								

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
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PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
12.1	Develop conceptual layouts and typical sections for TH 8 sufficient in detail to engage stakeholders on potential safety improvements, intersection control and geometric alternatives, access considerations, and pedestrian and bicycle accommodations. Flexible design practices will be utilized to reduce project impacts and costs.	16	80	0	120	240	0	0	456
12.2	Explore conceptual alignments, profiles and typical sections for driveways, side street approaches and frontage and backage road connections to TH 8 that respond to the access management plan developed under Task 8. These concepts will include sufficient in detail to engage local agencies and other stakeholders.	16	100	0	140	280	0	0	536
12.3	Prepare planning level cost estimate for each concept.	2	16	0	40	0	0	0	58
	Assumptions								
	Flexible design practices will be utilized to reduce project impacts and costs.								
	Concepts will be developed using MicroStation design software								
	Agency Participation								
	Coordination with local development plans								
	Review concepts and provide feedback								
	Project partners will provide feedback during design charrette								
	Deliverables								
	Planning level cost estimates								
	Evaluation matrix								
	SUBTOTAL - TASK 12.0	**34**	**196**	**0**	**300**	**520**	**0**	**0**	**1050**
	ESTIMATED LABOR AND OVERHEAD - TASK 12.0								**$138,492**
13.0	**Preferred Alternative Geometric Layout**								

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
			SUB-CONSULTANT:		Braun Intertec			
PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
	Description of Request - Additional geometric design elements integrated into layout including noise walls, retaining walls, safety rails, guardrails, median treatments, and pedestrian underpasses that required plan, profile and cross sectional views.								
13.3	Develop typical sections, alignments, geometrics, and profiles for each roadway suitable for use during final design	2	0	0	0	30	20	0	52
13.4	Develop cross sections and construction limits, and identify right-of-way and easement needs.	2	0	40	12	80	80	0	214
13.6	Prepare draft Geometric Layout suitable for MnDOT staff approval. Layout will include proposed geometrics, profiles, and preliminary construction limits. *Water Resources hours are shown under a separate task.*	8	0	40	60	60	20	0	188
13.7	Internal review of the Geometric Layout to verify all elements of MnDOT's Layout Checklist have been incorporated.	2	8	8	12	12	0	0	42
13.9	Prepare and submit draft Layout to Agencies for review and comments.	2	0	4	8	2	0	0	16
13.10	Review MnDOT's comments and coordinate design changes to the Layout accordingly.	2	0	16	24	40	4	0	86
13.12	Prepare a more detailed construction cost estimate for the Preferred Alternative Geometric Layout.	4	0	24	0	40	0	0	68
13.12	Prepare a color-coded public Right-of-Way map for the TH 8 corridor including local roads showing planned ownership by agency. Temporary Easement needs will also be included for construction. This map will be used to document acquisition needs for the entire project and associated costs for 205 parcels and will be subsequently used to inform the acquisition process and replating.	14	0	100	0	0	250	0	364
	Assumptions								
	One preferred alternative								
	Planned retaining wall locations will be shown on layout.								

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
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PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
	Up to two layout resubmittals to County and MnDOT after comments addressed								
	Agency Participation								
	Review and comment on deliverables								
	Deliverables								
	Signed Staff Approved Layout in digital and hardcopy formats.								
	Design files, including, typical sections, alignments, geometrics, profiles, and cross sections.								
	Preliminary Construction Staging Layouts								
	Cost Estimate								
	SUBTOTAL - TASK 13.0	**36**	**8**	**232**	**116**	**264**	**374**	**0**	**1030**
	ESTIMATED LABOR AND OVERHEAD - TASK 13.0								**$137,648**
15.0	**Preliminary Drainage Design and Report**								
	Description of Request - Addition of pedestrian underpasses, and relocation of ponds to accommodate future frontage/backage roads, required additional drainage analysis and design.								
15.4	Review current and future development and/or land use plans to identify potential connections or issues with offsite drainage in the project area.	0	4	0	8	20	0	0	32
15.5	Conduct analysis of the proposed hydrologic conditions and develop a proposed conditions model and preliminary storm water management plan based on the preferred alternative. Determine BMP strategies to meet the regulatory requirements and provide mitigation for impacts to existing storm water facilities.	0	40	0	80	120	0	0	240
15.8	Develop a preliminary drainage overview map and layout that includes the proposed storm water management BMPs, preliminary trunk storm sewer and centerline culvert locations. The drainage layout will also identify areas of concern, and impacts to the existing storm water facilities.	0	8	0	12	40	20	0	80

Chisago County Board of Commissioners
December 18th 2024

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PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
15.11	Prepare all relevant sections of the environmental document that relate to water resources and storm water management, including appropriate graphics.	0	2	0	0	4	2	0	8
	Assumptions								
	Regulatory coordination will take place with affected Cities, CLFLWD, and MnDOT.								
	HydroCAD and/or XP-SWMM software will be used for hydrologic/hydraulic analysis where required.								
	Two best management practices (ponds) will be required to meet the regulatory standards for the project.								
	Water quality computations will not be required or completed. Stormwater BMPs will be designed utilizing accepted methodology resulting in typical removal efficiencies as listed in the Minnesota Stormwater Manual, but specific water quality loading computations or modeling will not be required.								
	No culverts greater than 48" will be required. Therefore, no creek/stream modeling, risk assessment or hydraulic memo will be required.								
	Catch basin spacing/storm sewer inlet analysis will not be required. Storm sewer design will be limited to trunk lines and maintenance of connections to existing systems.								
	Atlas 14 rainfall distribution and depths will be used to design storm sewer, culverts, and ponds.								
	The drainage overview map and preliminary drainage report will address a single preferred alternative and will not address other alternatives.								
	MnDOT will provide a conditions analysis of the existing culverts and drainage features along the corridor including recommendations for preservation work (i.e. culvert lining, culvert replacement, apron replacements, erosion repair, etc.)								
	Agency Participation								
	Technical reports and supporting documentation, existing utilities and storm water infrastructure.								
	Agencies will participate in coordination meetings, and will review and provide feedback on the Regulatory Matrix (see task 16). Coordination meetings are included in Task 2.								

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
			SUB-CONSULTANT:		Braun Intertec			
PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	**PRINCIPAL**	**SR ASSOCIATE**	**ASSOCIATE**	**SR PROF.**	**PROF.**	**TECHNICAL**	**CLERICAL**	**TOTALS**
	Provide modeling and development information for areas adjacent to the corridor, if available.								
	Review and comment on drainage overview/issues map.								
	Review and comment on Preliminary Drainage Report.								
	Deliverables								
	Preliminary base map that is a tool to foster discussion among stakeholders, and documents project opportunities and constraints associated with the water resources design.								
	Regulatory Matrix and summaries of agency meetings								
	Drainage Overview Map that includes the proposed drainage areas, intended locations of trunk storm sewers and culverts, locations of BMPs, associated right-of-way needs, and impacts to existing wetlands and storm water infrastructure.								
	Preliminary Drainage Report that includes a summary of the work completed, regulatory matrix, existing and proposed drainage overview maps, and the steps needed to complete the final design of the project.								
	SUBTOTAL - TASK 15.0	**0**	**54**	**0**	**100**	**184**	**22**	**0**	**360**
	ESTIMATED LABOR AND OVERHEAD - TASK 15.0								**$46,070**
16.0	**Supplemental Survey**								
	Description of Request - New Tasks added for Right-of-Way exhibits, descriptions and platting work for up to 205 parcels identified as impacted by project.								
16.2	**Parcel Titles** - Review parcel title reports listing owner, property description and existing easements to be sourced from title company. See reimbursable expense below for title acquisition fee.	0	410	0	0	0	0	0	410
16.3	**Right of Way Base Map** - For the project area, a cad right of way base file will be created utilizing information from title reports, County section breakdowns, plats, MnDOT maps and other available data.	0	200	0	0	0	0	0	200
16.4	**Parcel Sketches** - Parcel sketches will be prepared for each affected parcel depicting the proposed right of way, permanent and temporary easement needs. Parcel sketches can be used in the negotiation process.	0	200	0	205	0	0	0	405

Chisago County Board of Commissioners
December 18th 2024

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PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
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	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
16.5	**Final Plats** - Right of way plats will be drafted creating right of way and easements parcels for each affected property. The plats will be recordable documents that can be referenced for acquisition purposes.	0	320	0	320	0	0	0	640
16.6	**Legal Descriptions** - Legal descriptions required for the right of way and easement acquisitions will be prepared referencing the recorded right of way plats.	0	205	0	0	0	0	0	205
16.7	**Plat Monumentation** - Right of way monuments will be placed at all key points as shown on the right of way plats.	0	0	0	0	0	100	0	100
	Assumptions								
	Up to 205 parcels will be impacted by project.								
	Agency Participation								
	County will provide LIDAR, topographic survey, and As-built information								
	County will provide existing survey field control.								
	Deliverables								
	See above								
	SUBTOTAL - TASK 16.0	**0**	**1335**	**0**	**525**	**0**	**100**	**0**	**1960**
	ESTIMATED LABOR AND OVERHEAD - TASK 16.0								**$297,275**
17.0	**Funding Assistance**								
	Description of Request - On-going funding/grant solicitations and follow ups for BUILD, RAISE and Corridor of Commerce.								
17.1	Assist Project partners to identify grant opportunities and explore innovative funding mechanisms to assist in the project's funding needs.	4	0	0	0	0	0	0	4

Chisago County Board of Commissioners
December 18th 2024

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PROJECT:	TH 8 Preliminary Design/EA							
	Request for Supplemental Agreement							
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
17.2	SRF will prepare up to two (2) regional or state grant applications that require a moderate level of effort. These types of applications may include the Metropolitan Council's Regional Solicitation, State Bonding Requests, and MN DOT's Transportation and Economic Development (TED) grants, Highway Safety Improvement Program (HSIP), or Cooperative Agreements. Services to be covered under this task may include, but not limited to, the preparation of grant applications, coordinating of grant materials, data collection, grant research, funding implementation plans, and meetings with potential grantees.	4	0	120	0	12	0	4	140
17.3	SRF will prepare a BUILD GRANT application on behalf of Chisago County.	4	0	120	0	0	0	2	126
	Assumptions								
	The County will be responsible for collecting any required letters of support or resolutions								
	The County will be responsible for submitting the grant applications and paying associated fees								
	Agency Participation								
	Review applications and provide feedback								
	Deliverables								
	Outline of eligible project elements for each funding source and probability in securing the funds								
	Three regional or state grant applications								
	SUBTOTAL - TASK 17.0	**12**	**0**	**240**	**0**	**12**	**0**	**6**	**270**
	ESTIMATED LABOR AND OVERHEAD - TASK 17.0								**$35,856**
	TOTAL (ALL TASKS)	**278**	**1681**	**628**	**1041**	**980**	**536**	**6**	**5150**

Chisago County Board of Commissioners
December 18th 2024

CLIENT:	**Chisago County**			**CONSULTANT:**		**SRF CONSULTING GROUP, INC.**			
				SUB-CONSULTANT:		**Braun Intertec**			
PROJECT:	**TH 8 Preliminary Design/EA**								
	Request for Supplemental Agreement								
	This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.	***** E S T I M A T E D P E R S O N - H O U R S *****							
	SRF STAFF CLASSIFICATION:	**PRINCIPAL**	**SR ASSOCIATE**	**ASSOCIATE**	**SR PROF.**	**PROF.**	**TECHNICAL**	**CLERICAL**	**TOTALS**
	AVERAGE HOURLY BILLING RATES	$228.00	$165.00	$130.00	$120.00	$120.00	$140.00	$80.00	
	ESTIMATED LABOR AND OVERHEAD	$63,384	$277,365	$81,640	$124,920	$117,600	$75,040	$480	$740,429
	ESTIMATED DIRECT NON-SALARY EXPENSES:								$72,150
	TOTAL ESTIMATED FEE (ORIGINAL TASKS)								**$812,579**
	ESTIMATE OF DIRECT NON-SALARY EXPENSES (ORIGINAL TASKS):								
	MILEAGE:		500	Miles @	$0.590			$295	
	COMMUNICATION: Mailing/Deliveries/Postage (including newsletters and postcards)							$50	
	Title Fees (for 205 parcels x $350/ea)							$71,750	
	REPRODUCTION:							$55	
	SUBCONSULTANT:								
	Braun (Geotechnical Evaluation)							$0	
	ESTIMATED DIRECT NON-SALARY EXPENSES:							$72,150	

AMENDMENT
TO
SUPPLEMENTAL PROFESSIONAL SERVICES CONTRACT
(EXTENSION OF TERM OF CONTRACT)

WHEREAS, on January 8, 2022, the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., (hereinafter CONTRACTOR) entered into a Supplemental Professional Service Contract to develop alternative designs to the preliminary design phase of the TH8 Reconstruction Project from Interstate 35 east to Karmel Avenue; and

WHEREAS, said Supplemental Professional Service Contract provided for a term of contract commencing on November 1, 2022 and expiring on December 31, 2024; and

WHEREAS, CONTRACTOR has requested an amendment for an extension of the term of contract from December 31, 2024 to December 31, 2025 to fully address and develop roadway improvements that accommodate the near and long-term goals of the federal and state agencies and local governmental units; and

WHEREAS, it is in the interest of the County to agree to the CONTRACTOR'S request to amend the Supplemental Professional Service Contract accordingly.

NOW, THEREFORE, the County and CONTRACTOR agree to amend the Supplemental Professional Service Contract, entered into on January 8, 2022, as follows:

I. **TERM OF CONTRACT**. This contract shall be effective on November 17, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until ~~December 31, 2024~~ January 31, 2026, 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.

The County and CONTRACTOR agree that the remaining terms and conditions of the Supplemental Professional Service Contract, entered into on January 8, 2022, not effected by this amendment shall continue with full force and without change.

(Signatures contained on Next Page)

IN WITNESS WHEREOF, the parties have caused this Amendment to the Supplemental Professional Service Contract entered into on January 8, 2022 to be duly executed intending to be bound thereby.

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AS TO FORM:

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

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** 3
Title of Item for Consideration: No Parking Request for CSAH 6 Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: As Public Works has been developing the design for the CSAH 6 paving project, the Nessel Town Board reached out to request parking restrictions around the Stauffer Lake area. Given the slopes and lack of shoulders around the lake and the landing area, we concur with their request and believe it will help with traffic operations and safety in the area. Signs will be installed with the project.

Attachment(s):

- Resolution
- Town Board Resolution
- Exhibit

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution establishing a no parking zone for the CSAH 6 Project in Nessel Township. The following motion is suggested:

"Move to approve the resolution establishing no parking around the Stauffer Lake area along CSAH 6."

Implications of Action: Approval will allow the County to erect signage with the project to restrict parking.

Budget/Financial Implications: No financial implications.

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. XXXXX
APPROVING THE ESTABLISHMENT OF NO PARKING ZONE ON CSAH 6 (BASSWOOD ROAD)

WHEREAS, Nessel Township has requested parking restrictions on CSAH 6 (Basswood Rd) to improve traffic safety and operations in and around the Stauffer Lake area;

WHEREAS, Chisago County is performing an improvement project on CSAH 6 in 2025 that could afford the opportunity to incorporate the Township's request;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby prohibits parking as requested by the Township. This shall become effective at the completion of the improvement project.

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

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

Approved: December 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

NESSEL TOWNSHIP
49205 ACACIA TRAIL
STANCHFIELD, MN 55080

320-396-2702

Resolution 08-2024

Nessel Township
of Chisago County, Minnesota

Resolution Supporting County Road 6 Improvement Project Stauffer Lake Parking Proposal

WHEREAS, Chisago County has proposed an improvement project for County Road 6; and

WHEREAS, Stauffer Lake and its surrounding recreational areas are valuable community assets that provide residents and visitors with opportunities for outdoor activities and lake access; and

WHEREAS, Nessel Township recognizes the importance of balancing parking accessibility for recreational use while ensuring public safety and traffic flow along County Road 6; and

WHEREAS, Nessel Township has determined that limiting parking to specific areas along County Road 6 near Stauffer Lake would improve both traffic safety and accessibility for recreational users, especially during peak times of use;

NOW, THEREFORE, BE IT RESOLVED that the Nessel Township Board formally supports the following parking restrictions along County Road 6 in the area surrounding Stauffer Lake:

1. **No parking shall be permitted on the lake side** of County Road 6 for the entire stretch adjacent to Stauffer Lake.
2. **Parking shall be permitted only on the southbound side** in the hill section of County Road 6 as outlined in the attached exhibit A.

BE IT FURTHER RESOLVED, that Nessel Township supports Chisago County to incorporate these parking restrictions as presented for the County Road 6 Improvement Project to ensure the safe and enjoyable use of Stauffer Lake for all community members.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to the Chisago County Highway Engineer for consideration in the planning and development of the County Road 6 Improvement Project.

PASSED AND ADOPTED by the Township Board of Nessel Township on this 12th day of November, 2024.

By the Nessel Town Board

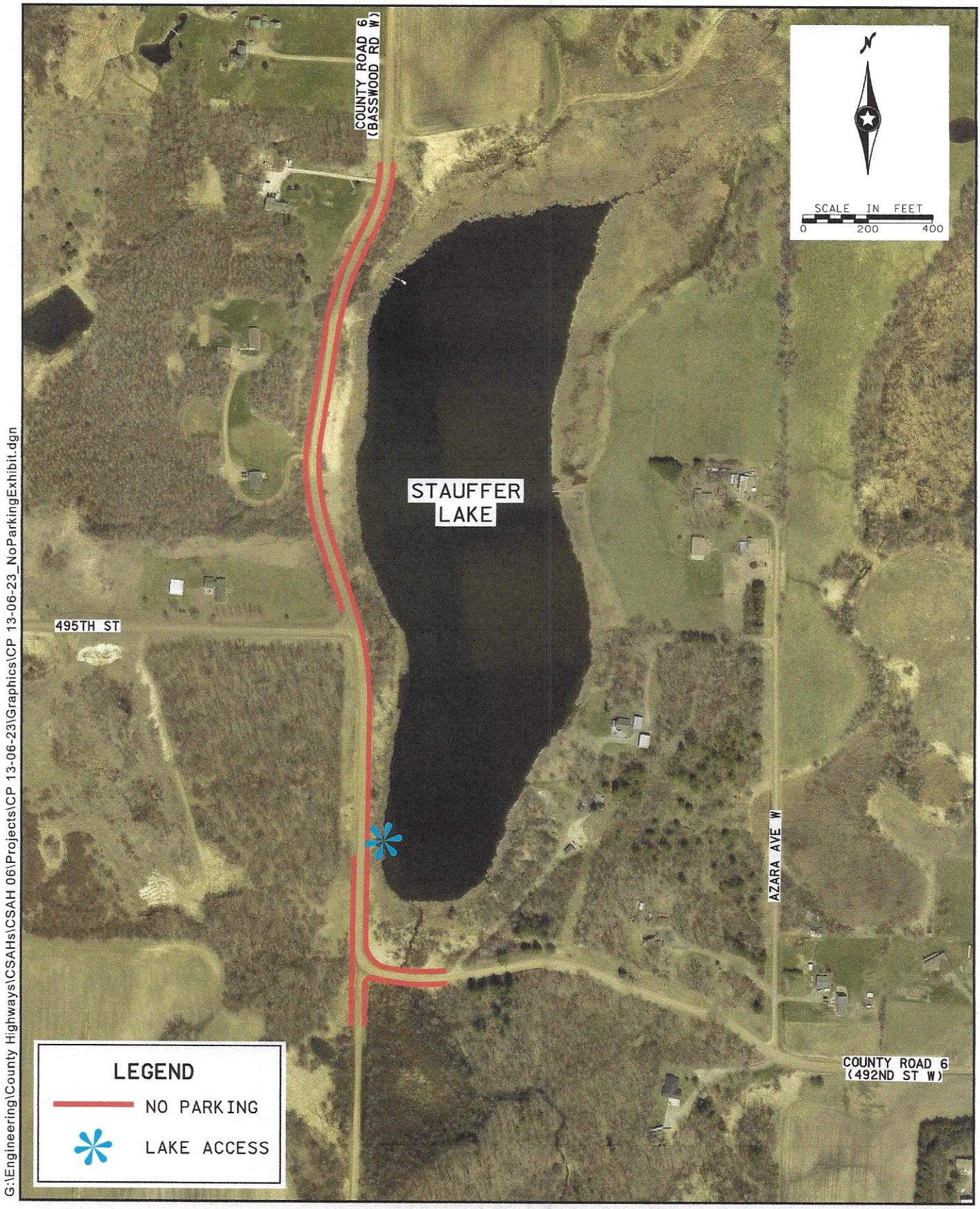
Michelle Meis
Town Chair

Attested to by:

Town Clerk

HEATHER A SWARD
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

Exhibit "A"



G:\Engineering\County Highways\CSAHs\CSAH 06\Projects\CP 13-06-23\Graphics\CP 13-06-23_NoParkingExhibit.dgn

Chisago COUNTY USA

11/18/2024

No Parking Exhibit - Stauffer Lake

County Road 6 Improvement Project
Nessel Township, Chisago County, Minnesota

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

TAB 4

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

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

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

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

Chair Dunne gave the gavel to Vice-Chair Dahlberg.

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

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

On motion by Greene, seconded by Dunne, the board moved to close the HHS Committee Board of the Whole at 6:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Director's Report
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) HHS Committee Recommendation – Licensing Fee Joint Powers Agreement
4.) HHS Committee Recommendation – Solid Oak Financial Services through 2026
5.) Minutes from the November 20th, 2024, Meeting
6.) Payment of County's Warrants and Miscellaneous Bills **Total**: $1,151,543.61
Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at https://www.chisagocounty.us/1197/Claims-Paid. Claims less than $2,000 are listed as a total dollar amount and notes the number of claims included in the total.
7.) Recognition of County Staff December Anniversaries
8.) Transfer of Funds – Tax Forfeit Land Fund to the Tax and Penalty Fund for Settlement

On motion by Greene, seconded by Dahlberg, the Board moved to set the 2025 Ditch Levies at a 10% increase over 2024 as shown in the December 4, 2024, County Auditor-Treasurer Memo. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Swenson, the Board moved to approve payment of the Tibex invoice for the ePetition integration project from 2022 using 2024 contingency funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve a $300,000 7-year 2.5% interest loan, through the execution of a promissory note, to the Lake Improvement District for replacement of weirs in the LID. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Swenson, seconded by Montzka, the Board moved to approve the out of state travel for Karen Long, County Recorder to attend the PRIA Winter Symposium in San Antonio Texas, 3-4-2025 through 3-7-2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Swenson, seconded by Montzka, the Board moved to authorize the County Board of Commissioner's representative to the Joint Powers ICLC to transfer any interest that it has in Parcel #05.001.0500 to the East Central Solid Waste Commission by Quit-Claim Deed for nominal consideration and thereafter to disband as may be appropriate. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Truth in Taxation Hearing
Presentation: 7:10 p.m. to 8:15 p.m.
Public Comment: 7:30 p.m. to 8:14 p.m.

# of speakers: 3

On motion by Greene, seconded by Swenson, the Board moved to approve by Board Resolution the Chisago County 2025 Final Levy & Annual Budget, as presented [or "as modified"] at tonight's meeting to include:

- A 2025 County Levy of $49,953,801
- A 2025 County Expenditure of $91,005,029

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

RESOLUTION NO. 24/1204-1
ADOPTING THE CHISAGO COUNTY
BUDGET AND LEVY FOR 2025

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Truth in Taxation Public Hearing has been held at the Chisago County Government Center on December 4th, 2024 at 7:00 p.m. and closed at 8:14 p.m.; and

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

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

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended Gross Levy for 2025 of $49,953,801 a 5.72% increase over the 2024 levy, with overall 2025 expenditures of $91,005,029, a LID Levy of $393,770, with overall 2025 expenditures of $393,770;

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended 2025 Capital Improvement Plan of $3,309,298;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby adopts its 2025 Annual Budget.

On motion by Dahlberg, seconded by Montzka, the Board moved to approve by Board Resolution the 2025 LID Levy, as presented at tonight's meeting to include:

- A 2025 LID Levy of $393,770 and LID Budget of $393,770

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve the 2025 Aquatic Invasive Species Treatment and Education Grant Applications and Grant Agreements and award the ARPA funded Aquatic Invasive Species Treatment and Education Grants to each of the Lake Associations identified in Table 1: 2025 AIS Treatment and Education Grant Requests Received, subject to County Attorney review as to form. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve Resolution No. 24/1204-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Fjellansbole Acres generally located at 11293 335th Street in Chisago Lake Township, (PID # 02.00601.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO. 24/1204-2
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF FJELLANSBOLE ACRES

WHEREAS, property owners Alan Johnson & Marilyn Johnson and applicant Chris DuBose submitted a request for the Final Plat of Fjellansbole Acres on November 25, 2024; and

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

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

WHEREAS, the subject site is legally described as:

PID 02.00601.00

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

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

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

EXCEPT THE FOLLOWING TWO PARCELS:

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

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

AND

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

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

WHEREAS, the Preliminary Plat of Fjellansbole Acres was recommended for approval by the Planning Commission on October 3, 2024 and approved by the Board of Commissioners on October 16, 2024; and

WHEREAS, the Final Plat submitted on November 25, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the applicant has provided the County title evidence in the form of a title policy dated October 9, 2024. The County Attorney's Office has reviewed said title policy and the County Attorney's Office has rendered an opinion that the title policy submitted satisfactorily demonstrates, as required by Section 3.07 of the Subdivision Ordinance, that fee title to the property subject to the application for Final Plat is in the name of Alan Johnson and Marilyn Johnson, as joint tenants, 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 Fjellansbole Acres, subject to the following conditions:

1. The Final Plat of Fjellansbole Acres is approved as submitted on November 25, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 24/1204-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Winberg Addition generally located at 11290 Wilcox Rd., Sunrise Township, (PID # 09.00189.00 & 09.00078.00).
The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO. 24/1204-3
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF WINBERG ADDITION

WHEREAS, property owner Joseph Winberg submitted a request for the Final Plat of Winberg Addition on November 22, 2024; and

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

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

WHEREAS, the subject site is legally described as:

PIDs 09.00189.00 and 09.00078.00

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

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

AND

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

AND

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

WHEREAS, the Preliminary Plat of Winberg Addition was recommended for approval by the Planning Commission on September 5, 2024 and approved by the Board of Commissioners on September 18, 2024; and

WHEREAS, the Final Plat submitted on November 22, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the Chisago County Attorney's Office has reviewed title evidence in the form of a title policy and has provided a legal opinion that the title evidence in said title policy satisfactorily demonstrates that fee simple title to the subject property is in the name of the applicant / subdivider.

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

3. The Final Plat of Winberg Addition is approved as submitted on November 22, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
4. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
5. Following completion of the Final Plat process, the property owner shall submit complete applications for Lot Reconfiguration and Tie Together in order to split the westerly 569.5'± of the easternmost portion of PID 09.00078.00 (that portion which has frontage on Lowden Avenue) and combine it with the 29±-acre remainder / exception area of PID 09.00189.00.

On motion by Montzka, seconded by Swenson, the Board moved to approve the Swamp Lake Culvert Cleaning and Beaver Dam Removal quotes from Peterson Companies, Inc., totaling $12,680.00. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM
TIME – 8:25 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 Dahlberg, seconded by Swenson, the Board adjourned the meeting at 8:33 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

_____

Marlys Dunne, Chair

Attest: _____

Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 18, 2024

5*****

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $670,303.29

Recap by Fund	Fund	Amount	Name	
	1	394,287.95	General Revenue Fund	
	3	232,122.96	Road And Bridge Fund	
	12	14,172.04	Capital Equipment Fund	
	14	11,915.52	Solid Waste Fund	
	18	17,804.82	Lake Imprvmnt Distr Maint	
	All Funds	670,303.29	Total	Approved by,

Please authorize payment for the following Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
12/20/2024	$ 75,760.95		12/18/2024	Commissioners Warrants
12/6/2024	$ 41,843.27			Auditor Warrants
12/13/2024	$ 20,463.92			Auditor Warrants
	$ 138,068.14	Total		

Lake Area Bank; Derek Anklan; Sheriff; registration; $91.94
Lake Area Bank; Chase Burnham; Administration; conference; $81.72
Lake Area Bank; Jon Eckel; Enterprise Services; supplies; $287.82
Lake Area Bank; Ben Elfelt; LID; registration; $175.00
Lake Area Bank; Bridgitte Konrad; Auditor/Treasurer; supplies; $27.98
Lake Area Bank; Andrew Mahowald; Sheriff; supplies/registration; $294.99
Lake Area Bank; Daryl Moeller; Assessor; registration; $735.00
Lake Area Bank; Tony Nielsen; Public Works; supplies; $1,070.38
Lake Area Bank; Mike Parker; Enterprise Services; supplies; $158.31
Lake Area Bank; Kyle Puelston; Sheriff; supplies; $615.03
Lake Area Bank; Janet Reiter; Attorney; registration; $495.73
Lake Area Bank; Scott Sellman; Sheriff; supplies; $65.01
Lake Area Bank; Barbara Shimmon; Public Works; supplies; $146.11
Lake Area Bank; Joseph Triplett; Public Works; conference; $1,056.66

Lake Area Bank; Kristin Waddell; Auditor/Treasurer; registration; $245.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $1,866.50
Lake Area Bank; Todd McMurray; HHS; supplies; $60.00
Lake Area Bank; Tracy Krona; HHS; supplies; $1,369.38

- All invoices available with the Clerk of the Board

Chisago County Board of Commissioners
December 18th 2024

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

Chisago County Board of Commissioners
December 18th 2024

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	9297	**Allen/Theresa**						
1		05-430-700-0127-6335		176.40	TRAVEL EXPENSE-MILEAGE 10/02/2024 11/21/2024		Mh Travel	N
	9297	**Allen/Theresa**		**176.40**	**1** Transactions			
	10292	**AMAZON CAPITAL SERVICES**						
2		05-420-600-0000-6401		7.42	SUPPLIES 12/10/2024 12/10/2024	1HPT-6J4L-NLXD	General Supplies	N
2		05-430-700-0000-6401		15.28	SUPPLIES 12/10/2024 12/10/2024	1HPT-6J4L-NLXD	General Supplies	N
2		05-451-430-0000-6401		20.95	SUPPLIES 12/10/2024 12/10/2024	1HPT-6J4L-NLXD	General Supplies	N
	10292	**AMAZON CAPITAL SERVICES**		**43.65**	**3** Transactions			
	10113	**ANOKA COUNTY SHERIFF**						
4		05-420-640-0000-6267		80.00	[redacted] 11/27/2024 11/27/2024	24005516	Other Co Sheriff Sop	N
3		05-420-640-0000-6267		80.00	[redacted] 12/03/2024 12/03/2024	24005538	Other Co Sheriff Sop	N
	10113	**ANOKA COUNTY SHERIFF**		**160.00**	**2** Transactions			
	1194	**BACH/SARAH**						
5		05-430-700-0128-6335		60.72	TRAVEL EXPENSE-MILEAGE 10/24/2024 11/06/2024		Child Prot Staff Travel	N
	1194	**BACH/SARAH**		**60.72**	**1** Transactions			
	9260	**Benolken/Leah**						
7		05-420-600-0121-6240		20.00	MFWCAA MEMBERSHIP REGISTRATION 10/23/2024 10/23/2024		Financial Training	N
6		05-420-600-0121-6335		180.90	TRAVEL EXPENSE-MILEAGE 10/23/2024 10/25/2024		Financial Travel	N
	9260	**Benolken/Leah**		**200.90**	**2** Transactions			
	3082	**CANVAS HEALTH**						
8		05-460-310-0000-6851		2,326.23	OPIOD GRANT PAYMENT 11/30/2024 11/30/2024		Opioid Grants	N
	3082	**CANVAS HEALTH**		**2,326.23**	**1** Transactions			
	203001	**CHISAGO COUNTY AUDITOR-TREAS OFFIC**						
18		05-121-000-0000-6202		11.89	NOVEMBER VETERANS POSTAGE	NOVEMBER 2024	Postage	N

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Chisago County Board of Commissioners
December 18th 2024

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
				11/01/2024 11/30/2024			
17	05-420-600-0000-6202		310.00	NOVEMBER NORTH BRANCH POSTAGE	NOVEMBER 2024	Postage	N
				11/01/2024 11/30/2024			
18	05-420-600-0000-6202		509.43	NOVEMBER IM POSTAGE	NOVEMBER 2024	Postage	N
				11/01/2024 11/30/2024			
19	05-420-640-0000-6202		29.81	NOVEMBER VETERANS POSTAGE	NOVEMBER 2024	Iv-D Postage	N
				11/01/2024 11/30/2024			
14	05-420-640-0000-6202		449.93	NOVEMBER IV-D POSTAGE	NOVEMBER 2024	Iv-D Postage	N
				11/01/2024 11/30/2024			
20	05-430-700-0000-6202		500.00	NOVEMBER NORTH BRANCH POSTAGE	NOVEMBER 2024	Postage	N
				11/01/2024 11/30/2024			
15	05-430-700-0000-6202		696.81	NOVEMBER HS POSTAGE	NOVEMBER 2024	Postage	N
				11/01/2024 11/30/2024			
21	05-451-430-0000-6202		190.00	NOVEMBER NORTH BRANCH POSTAGE	NOVEMBER 2024	Postage	N
				11/01/2024 11/30/2024			
203001	**CHISAGO COUNTY AUDITOR-TREAS OFFIC**		**2,697.87**	**8** Transactions			
203003	**CHISAGO COUNTY RECORDER'S OFFICE**						
9	05-420-600-0000-6242		26.00	BIRTH CERTIFICARTES	2024-28	Birth Certificates	N
				11/04/2024 11/04/2024			
10	05-420-600-0000-6241		13.00	DEATH CERTIFICATES	2024-38	General Administration	N
				11/06/2024 11/06/2024			
203003	**CHISAGO COUNTY RECORDER'S OFFICE**		**39.00**	**2** Transactions			
203004	**CHISAGO COUNTY SHERIFF'S OFFICE**						
11	05-420-640-0000-6385		60.00	[redacted]	24-2359	Cc Sheriff Sop & Bailiff	N
				11/25/2024 11/25/2024			
13	05-420-640-0000-6385		60.00	[redacted]	24-2405	Cc Sheriff Sop & Bailiff	N
				12/05/2024 12/05/2024			
12	05-420-640-0000-6385		60.00	[redacted]	24-2406	Cc Sheriff Sop & Bailiff	N
				12/05/2024 12/05/2024			
203004	**CHISAGO COUNTY SHERIFF'S OFFICE**		**180.00**	**3** Transactions			
1263	**CHRISTENSON/BRANDIE**						
22	05-451-430-0000-6335		90.37	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
				11/06/2024 11/19/2024			
23	05-451-470-0000-6844		2.80	TRAVEL EXPENSE-MILEAGE		MECSH Grant Exp	N
				11/06/2024 11/19/2024			
1263	**CHRISTENSON/BRANDIE**		**93.17**	**2** Transactions			

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Chisago County Board of Commissioners
December 18th 2024

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	30177	**CINTAS CORPORATION**						
23		05-420-600-0000-6241		7.05	WEEKLY RUG SERVICE 12/03/2024 12/03/2024	4213406587	General Administration	N
24		05-430-700-0000-6241		14.10	WEEKLY RUG SERVICE 12/03/2024 12/03/2024	4213406587	General Administration	N
24		05-451-430-0000-6800		15.96	WEEKLY RUG SERVICE 12/03/2024 12/03/2024	4213406587	Other Expense	N
25		05-420-600-0000-6241		7.05	WEEKLY RUG SERVICE 12/10/2024 12/10/2024	4214137852	General Administration	N
25		05-430-700-0000-6241		14.10	WEEKLY RUG SERVICE 12/10/2024 12/10/2024	4214137852	General Administration	N
25		05-451-430-0000-6800		15.96	WEEKLY RUG SERVICE 12/10/2024 12/10/2024	4214137852	Other Expense	N
	30177	**CINTAS CORPORATION**		**74.22**	**6** Transactions			
	5160	**DHS MAPS**						
26		05-430-700-0000-6260		6,055.51	SSIS FISCAL SUPPORT 12/04/2024 12/04/2024	834757	Computer Support	N
28		05-420-650-0000-5368		16,081.93-	MA RECOVERIES & NON FED SHARE 09/01/2024 09/30/2024	A300MM2G13I	Recovery Incentive	N
27		05-420-650-0000-5830		64,617.05	MA RECOVERIES & NON FED SHARE 09/01/2024 09/30/2024	A300MM2G13I	Ma Recoveries	N
31		05-430-750-3660-6051		391.77	MA RECOVERIES & NON FED SHARE 09/01/2024 09/30/2024	A300MM2G13I	Pos/DT&H	N
30		05-430-750-3660-6094		6,010.05	MA RECOVERIES & NON FED SHARE 09/01/2024 09/30/2024	A300MM2G13I	Dd Waiver/ICF - DT&H	N
29		05-430-760-3930-6051		339.21	MA RECOVERIES & NON FED SHARE 09/01/2024 09/30/2024	A300MM2G13I	General Case Mgmt	N
	5160	**DHS MAPS**		**61,331.66**	**6** Transactions			
	2201	**EISENSCHENK/JEANETTE**						
32		05-430-700-0127-6335		21.35	TRAVEL EXPENSE-MILEAGE 12/12/2024 12/12/2024		Mh Travel	N
	2201	**EISENSCHENK/JEANETTE**		**21.35**	**1** Transactions			
	8508	**ELLIOTT/JENNIFER**						
33		05-430-700-0127-6335		131.35	TRAVEL EXPENSE-MILEAGE 10/02/2024 11/26/2024		Mh Travel	N
	8508	**ELLIOTT/JENNIFER**		**131.35**	**1** Transactions			

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Chisago County Board of Commissioners
December 18th 2024

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	150104	**ETR ASSOCIATES Inc**						
33		05-451-430-0000-6235		26.20	PUBLIC HEALTH SUPPLIES	289321	Publications, Brochures, Subs.	N
34		05-451-440-0000-6435		78.17	PUBLIC HEALTH SUPPLIES	289321	Public Health Supplies	N
					11/25/2024 11/25/2024			
	150104	**ETR ASSOCIATES Inc**		**104.37**	**2** Transactions			
	7036	**FAIRVIEW PHARMACY SERVICES**						
36		05-451-440-0000-6435		615.31	EPINEPHRINE 0.15MG/0.3<ML	126109	Public Health Supplies	N
					11/29/2024 11/29/2024			
	7036	**FAIRVIEW PHARMACY SERVICES**		**615.31**	**1** Transactions			
	9466	**Frischmon/Amanda**						
37		05-451-470-0000-6335		46.95	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
					11/04/2024 11/26/2024			
38		05-451-470-0000-6335		40.00	TRAVEL EXPENSE-PARKING		Worker Travel	N
					11/18/2024 11/22/2024			
	9466	**Frischmon/Amanda**		**86.95**	**2** Transactions			
	9492	**Goodmanson/Madalyn**						
39		05-430-700-0128-6335		53.60	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
					11/26/2024 12/06/2024			
	9492	**Goodmanson/Madalyn**		**53.60**	**1** Transactions			
	9491	**Halo Branded Solutions Inc**						
40		05-451-430-0000-6235		174.74	PUBLIC HEALTH SUPPLIES	7820892	Publications, Brochures, Subs.	N
					11/27/2024 11/27/2024			
	9491	**Halo Branded Solutions Inc**		**174.74**	**1** Transactions			
	9139	**Heckel/Sara**						
41		05-430-700-0134-6335		28.86	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
					10/16/2024 12/03/2024			
42		05-430-700-0137-6335		67.34	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
					10/16/2024 12/03/2024			
	9139	**Heckel/Sara**		**96.20**	**2** Transactions			
	80271	**HENNEPIN CO SHERIFFS DEPT**						
43		05-420-640-0000-6267		80.00	[redacted]	89772	Other Co Sheriff Sop	N
					11/26/2024 11/26/2024			
	80271	**HENNEPIN CO SHERIFFS DEPT**		**80.00**	**1** Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	5978	**HENNEPIN COUNTY**						
45		05-420-650-0000-6005		286.76	MEDICAL TRANSPORTATION ADM 11/12/2024 11/12/2024	235301	Ma Transportation	N
46		05-420-650-0000-6005		149.80	MEDICAL TRANSPORTATION ADM 11/12/2024 11/12/2024	235330	Ma Transportation	N
46		05-420-650-0000-6005		295.32	MEDICAL TRANSPORTATION ADM 11/13/2024 11/13/2024	235379	Ma Transportation	N
	5978	**HENNEPIN COUNTY**		**731.88**	**3** Transactions			
	6672	**HUBER/DIANN**						
47		05-430-700-0127-6335		267.40	TRAVEL EXPENSE-MILEAGE 10/28/2024 12/06/2024		Mh Travel	N
	6672	**HUBER/DIANN**		**267.40**	**1** Transactions			
	3442	**ICCPA - INTER COUNTY COOP PUBLISHING**						
48		05-451-470-0000-6401		184.00	PUBLIC HEALTH SUPPLIES 11/30/2024 11/30/2024	103192	General Supplies	N
49		05-451-470-0000-6401		377.00	PUBLIC HEALTH SUPPLIES 11/30/2024 11/30/2024	103193	General Supplies	N
	3442	**ICCPA - INTER COUNTY COOP PUBLISHING**		**561.00**	**2** Transactions			
	3540	**IHRKE/KELLY**						
50		05-430-700-0127-6335		17.19	TRAVEL EXPENSE-MILEAGE 11/19/2024 11/25/2024		Mh Travel	N
	3540	**IHRKE/KELLY**		**17.19**	**1** Transactions			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
51		05-420-600-0000-6401		23.65	SUPPLIES 12/04/2024 12/04/2024	4709179	General Supplies	N
51		05-430-700-0000-6401		35.47	SUPPLIES 12/04/2024 12/04/2024	4709179	General Supplies	N
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**		**59.12**	**2** Transactions			
	3557	**ISANTI COUNTY SHERIFFS DEPT**						
52		05-420-640-0000-6267		70.00	[redacted] 12/06/2024 12/06/2024	16900	Other Co Sheriff Sop	N
54	**3557**	**ISANTI COUNTY SHERIFFS DEPT**		**70.00**	**1** Transactions			
	3836	**JENSEN/KYLE**						
53		05-430-700-0128-6335		198.62	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					11/05/2024 11/26/2024			
	3836	**JENSEN/KYLE**		**198.62**	**1** Transactions			
	9028	**Johanson/Brittany**						
54		05-430-700-0134-6335		23.72	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
					11/13/2024 11/21/2024			
55		05-430-700-0137-6335		55.34	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
					11/13/2024 11/21/2024			
	9028	**Johanson/Brittany**		**79.06**	**2** Transactions			
	9498	**Klinkhammer/ Kira**						
56		05-420-600-0121-6335		178.22	TRAVEL EXPENSE-MILEAGE		Financial Travel	N
					10/23/2024 10/25/2024			
	9498	**Klinkhammer/ Kira**		**178.22**	**1** Transactions			
	4155	**KNUTSON/ALICIA**						
57		05-430-700-0127-6335		409.04	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
					10/15/2024 11/26/2024			
	4155	**KNUTSON/ALICIA**		**409.04**	**1** Transactions			
	9461	**Kopp/Carrie**						
58		05-451-470-0000-6335		23.70	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
					11/13/2024 11/27/2024			
59		05-451-470-0000-6335		91.38	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
					10/03/2024 10/31/2024			
60		05-451-470-0000-6335		40.00	TRAVEL EXPENSE-PARKING		Worker Travel	N
					11/18/2024 11/22/2024			
	9461	**Kopp/Carrie**		**155.08**	**3** Transactions			
	7327	**LEWIS/NICOLE**						
61		05-430-700-0134-6335		17.19	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
					11/06/2024 11/22/2024			
62		05-430-700-0137-6335		40.10	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
					11/06/2024 11/22/2024			
	7327	**LEWIS/NICOLE**		**57.29**	**2** Transactions			
55	**10007**	**LEXISNEXIS RISK SOLUTIONS**						
63		05-420-600-0000-6241		60.00	MONTHLY LEXIS/NEXIS - ACCURINT	1223200	General Administration	N
					11/01/2024 11/30/2024			
63		05-430-700-0000-6241		90.00	MONTHLY LEXIS/NEXIS - ACCURINT	1223200	General Administration	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
				11/01/2024 11/30/2024			
10007	**LEXISNEXIS RISK SOLUTIONS**		**150.00**	**2** Transactions			
5203	**LUNDGREN/LISA**						
64	05-430-700-0128-6335		74.90	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
				10/04/2024 10/30/2024			
5203	**LUNDGREN/LISA**		**74.90**	**1** Transactions			
3868	**MCMURRAY/TODD**						
63	05-420-600-0130-6335		50.00	TRAVEL EXPENSE-MILEAGE		Ss Director Travel	N
				10/17/2024 11/21/2024			
65	05-430-700-0130-6335		75.00	TRAVEL EXPENSE-MILEAGE		Ss Director Travel	N
				10/17/2024 11/21/2024			
3868	**MCMURRAY/TODD**		**125.00**	**2** Transactions			
5070	**METRO LEGAL SERVICES INC**						
66	05-420-640-0000-6269		190.00	[redacted]	3538928	Proff Process Servers	Y
				11/22/2024 11/22/2024			
5070	**METRO LEGAL SERVICES INC**		**190.00**	**1** Transactions			
13976	**NACCHO**						
67	05-451-430-0000-6245		600.00	NACCHO MEMBERSHIP DUES	395086	Conferences, Training And Dues	N
				10/01/2024 10/01/2024			
13976	**NACCHO**		**600.00**	**1** Transactions			
114170	**NOODLE SOUP**						
68	05-451-470-0000-6435		36.75	PUBLIC HEALTH SUPPLIES	208865	Public Health Supplies	N
				12/05/2024 12/05/2024			
69	05-451-470-0000-6844		36.75	PUBLIC HEALTH SUPPLIES	208865	MECSH Grant Exp	N
				12/05/2024 12/05/2024			
114170	**NOODLE SOUP**		**73.50**	**2** Transactions			
9144	**Peterson/Samantha**						
70	05-430-700-0128-6335		38.86	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
				11/18/2024 11/20/2024			
9144	**Peterson/Samantha**		**38.86**	**1** Transactions			
9284	**ROBERTS/MANDY**						
73	05-430-700-0000-6241		13.21	CLIENT MEAL REIMBURSEMENT		General Administration	N
				10/29/2024 11/05/2024			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
73	05-430-700-0128-6335		54.94	TRAVEL EXPENSE-MILEAGE 12/05/2024 12/09/2024		Child Prot Staff Travel	N
73	05-430-700-0128-6335		20.67	TRAVEL EXPENSE-MEALS 10/29/2024 11/05/2024		Child Prot Staff Travel	N
9284	**ROBERTS/MANDY**		**88.82**	**3** Transactions			
7832	**SHRED-N-GO INC**						
74	05-420-600-0000-6241		32.10	NORTH BRANCH SHREDDING 12/08/2024 12/08/2024	176028	General Administration	N
74	05-430-700-0000-6241		64.19	NORTH BRANCH SHREDDING 12/08/2024 12/08/2024	176028	General Administration	N
74	05-451-430-0000-6800		72.64	NORTH BRANCH SHREDDING 12/08/2024 12/08/2024	176028	Other Expense	N
7832	**SHRED-N-GO INC**		**168.93**	**3** Transactions			
6682	**STEVENS/SELENA**						
75	05-430-700-0127-6335		131.15	TRAVEL EXPENSE-MILEAGE 11/06/2024 11/22/2024		Mh Travel	N
6682	**STEVENS/SELENA**		**131.15**	**1** Transactions			
7930	**STRAND/TERESA**						
76	05-430-700-0127-6335		447.91	TRAVEL EXPENSE-MILEAGE 10/23/2024 12/05/2024		Mh Travel	N
7930	**STRAND/TERESA**		**447.91**	**1** Transactions			
7558	**SWENSON/MICHELLE**						
77	05-430-700-0134-6335		11.09	TRAVEL EXPENSE-MILEAGE 11/12/2024 11/26/2024		DD Worker Travel	N
78	05-430-700-0137-6335		25.86	TRAVEL EXPENSE-MILEAGE 11/12/2024 11/26/2024		Adult Services Travel	N
7558	**SWENSON/MICHELLE**		**36.95**	**2** Transactions			
6434	**THORSEN/JOLENE**						
79	05-430-700-0134-6335		31.45	TRAVEL EXPENSE-MILEAGE 10/18/2024 11/19/2024		DD Worker Travel	N
80	05-430-700-0137-6335		73.39	TRAVEL EXPENSE-MILEAGE 10/18/2024 11/19/2024		Adult Services Travel	N
6434	**THORSEN/JOLENE**		**104.84**	**2** Transactions			
9311	**THORSTENSON/NICOLE**						

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Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
82	05-420-600-0121-6335			92.05	TRAVEL EXPENSE-MILEAGE 12/06/2024 12/06/2024		Financial Travel	N
9311	**THORSTENSON/NICOLE**			**92.05**	**1** Transactions			
8765	**WASHINGTON COUNTY SHERIFFS OFFICE**							
80	05-420-640-0000-6267			80.00	[redacted] 12/04/2024 12/04/2024	1502077301	Other Co Sheriff Sop	N
8765	**WASHINGTON COUNTY SHERIFFS OFFICE**			**80.00**	**1** Transactions			
8820	**WEIDENDORF/PEGI**							
83	05-420-600-0132-6335			49.22	TRAVEL EXPENSE-MILEAGE 11/01/2024 11/22/2024		Accounting Travel	N
83	05-430-700-0132-6335			79.40	TRAVEL EXPENSE-MILEAGE 11/01/2024 11/22/2024		Accounting Travel	N
83	05-451-430-0000-6335			30.17	TRAVEL EXPENSE-MILEAGE 11/01/2024 11/22/2024		Worker Travel	N
8820	**WEIDENDORF/PEGI**			**158.79**	**3** Transactions			
9261	**Wiger/Annalise**							
84	05-451-440-0000-6335			96.48	TRAVEL EXPENSE-MILEAGE 11/06/2024 11/25/2024		Mileage/Travel	N
85	05-451-440-0000-6335			28.14	TRAVEL EXPENSE-MILEAGE 10/02/2024 10/02/2024		Mileage/Travel	N
9261	**Wiger/Annalise**			**124.62**	**2** Transactions			
8918	**WILKINSON/LEIGH**							
86	05-430-700-0134-6335			41.17	TRAVEL EXPENSE-MILEAGE 11/04/2024 11/26/2024		DD Worker Travel	N
87	05-430-700-0137-6335			96.07	TRAVEL EXPENSE-MILEAGE 11/04/2024 11/26/2024		Adult Services Travel	N
8918	**WILKINSON/LEIGH**			**137.24**	**2** Transactions			
123045	**WRS GROUP LTD**							
88	05-451-480-0000-6841			1,151.27	PUBLIC HEALTH SUPPLIES 12/04/2024 12/04/2024	49690	Community Services	N
123045	**WRS GROUP LTD**			**1,151.27**	**1** Transactions			
9763	**ZIERDEN/JESSICA**							
90	05-430-700-0000-6241			52.83	CLIENT SUPPLIES REIMBURSEMENT 11/15/2024 11/27/2024		General Administration	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
9763	05-430-700-0128-6335		188.70	TRAVEL EXPENSE-MILEAGE 11/18/2024 12/05/2024		Child Prot Staff Travel	N
9763	05-430-700-0128-6335		13.00	TRAVEL EXPENSE-PARKING 11/15/2024 11/27/2024		Child Prot Staff Travel	N
9763	**ZIERDEN/JESSICA**		**254.53**	**3** Transactions			
5 Fund Total:			**75,760.95**	**Health And Human Services**	**53 Vendors**	**104 Transactions**	
Final Total:			**75,760.95**	**53 Vendors**	**104 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	75,760.95	Health And Human Services
	All Funds	75,760.95	Total

Approved by, ...

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Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **6**
Title of Item for Consideration: Budget Adjustment Request – Parks	
Action Requested by: Kristin Waddell, Chief Deputy Auditor-Treasurer	***Department:*** Auditor-Treasurer

Previous Action on this Matter: The Budget & Finance Committee moved to send the carryover request to County Board for approval at the November 13, 2024 meeting.

Background: Due to ongoing projects not fully completed in 2023, Parks would like to carry-over the amounts in the chart below to the 2024 Parks Operations Budget.

Carry-over	Account Code	Account Name	Department	Project
$ 3,300.00	01-523-6211	Services and Charges	Parks/Environmental	Vehicle Reg and Taxes-New Parks Truck
$ 1,500.00	01-523-6343	Machinery and Equipment Rental	Parks/Environmental	Rental of Skid Steer Attachment-Fecon Unit
$ 850.00	01-523-6400	Office Supplies	Parks/Environmental	Season and Daily Parking Passes
$ 450.00	01-523-6601	Furniture and Equipment	Parks/Environmental	Refrigerator for maintenance shop
$ 2,000.00	01-523-6273	Contracted Services	Parks/Environmental	Concrete at Ki-Chi Saga Park
$ 2,000.00	01-523-6307	Grounds Maintenance	Parks/Environmental	KCS Playground Boarders (Lumber/Hardware)

Attachment(s):

- Budget Adjustment Request

Action Requested/Recommended: The County Board is respectfully requested to approve the attached budget adjustment request. The following motion is recommended;

"Move to authorize the County Auditor-Treasurer to adjust the 2024 budget for the attached carryover request."

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

Budget/Financial Implications: Fund balance of $10,100 will be used, this was remaining from the Parks Department's 2023 operating budget.

Legal/Policy Implications: The recommended motion and actions are in general conformance with all applicable state and federal regulations and statutes.

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

Chisago County
Dept. of Environmental Services, Parks Division
313 North Main Street, Room 240
Center City, MN 55012
(651) 213-8385 - FAX
(651) 213-8960 - PHONE

Joseph Tart, Park Director

MEMO

Date: 2/7/2024

To: Kristin Waddell, Chief Deputy Auditor-Treasurer

From: Joseph R. Tart, Chisago County Parks Director

Subject: 2023 Parks Operations Budget Carry-over to FY2024

Due to ongoing projects not fully completed in 2023, we would like to carry-over the amounts in the chart below to the 2024 Parks Operations Budget. Thank you.

Carry-over	Account Code	Account Name	Department	Project
$ 3,300.00	01-523-6211	Services and Charges	Parks/Environmental	Vehicle Reg and Taxes-New Parks Truck
$ 1,500.00	01-523-6343	Machinery and Equipment Rental	Parks/Environmental	Rental of Skid Steer Attachment-Fecon Unit
$ 850.00	01-523-6400	Office Supplies	Parks/Environmental	Season and Daily Parking Passes
$ 450.00	01-523-6601	Furniture and Equipment	Parks/Environmental	Refrigerator for maintenance shop
$ 2,000.00	01-523-6273	Contracted Services	Parks/Environmental	Concrete at Ki-Chi Saga Park
$ 2,000.00	01-523-6307	Grounds Maintenance	Parks/Environmental	KCS Playground Boarders (Lumber/Hardware)

Sincerely,

Joseph Tart
Chisago County Park Director

1) A Budget Adjustment Form must accompany any RBA in which you are requesting a purchase or hire that will require an adjustment to your approved annual budget.

2) Please fill in all the requested information highlighted in the input box on the "Change Form" tab. Input

3) Direct any questions regarding this form to Dennis Freed or Bridgitte Konrad in the Auditor-Treasurer's Office.

4) Send this completed form to: Bridgitte Konrad, Auditor-Treasurer's Office
Copy to Dennis Freed, Auditor-Treasurer's Office

5) The Auditor-Treasurer's Office will fill in the "Auditor-Treasurer's Comments" box and send the completed form to the County Administrator for approval.

6) If form is approved by County Administrator, he/she will then submit this request to the Commissioners for formal Board approval in one of their regularly scheduled meetings.

7) After Formal Board approval, Auditor-Treasurer's dept will make the budget changes into IFS (Quarterly) and send this form along with a copy of your "revised" current budget to you.

Budget Adjustment Request

this form MUST be completed electronically

2024
year

Department Name: Environmental Services / Parks Division

Department Head: Kurt Schneider/Joe Tart

Reason and description of the proposed change to the Budget:

The attached memo was sent to the Chief Deputy Auditor-Treasurer on February 7th, 2024 requesting carryover of unused funds from the Parks Department's 2023 operating budget for specific projects that were not able to be completed in 2023.

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

Auditor-Treasurer's comments:

The 2023 to 2024 County carryover request had already gone to Board for approval at the time this request was received. It was advised to wait until the funds were needed to request carryover. Parks had sufficient operating budget remaining in 2023 to carryover the requested funds.
KRW 12/5/24

	Account #					Additional $ Amounts	
Account Description	**Fund**	**Dept**	**Program**	**Service**	**Object**	**Revenue**	**Expenditure**
Services and Charges	01	523	000	0000	6211		($3,300)
Machinery and Equipment Rental	01	523	000	0000	6343		($1,500)
Office Supplies	01	523	000	0000	6400		($850)
Furniture and Equipment	01	523	000	0000	6601		($450)
Contracted Purchased Service	01	523	000	0000	6273		($2,000)
Grounds Maintenance	01	523	000	0000	6307		($2,000)
Total Revenue & (Expenditures)						$0	($10,100)
Net Revenue/ (Expenditure) change vs. Current Budget							($10,100)

	YES	NO		*dd/mo/yr*
County Administrator approval			**Date**	
Board approval			**Date**	

After the above approvals have been received, the Auditor-Treasurer's 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.

TAB 7

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: December 12, 2024
Re: **December Directors Report**

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

Action Items:

1. Receive Directors Report
2. Kerkow Mayor Home Occupation CUP – Horse Training/Boarding
3. Consideration of three (3) Ordinances to Repeal and Reenact the Chisago County Zoning, Chisago County Subdivision, and Chisago County Shoreland Management Ordinances
4. Household Hazardous Waste Facility General Contractors of Mn, Inc. Construction Contract Approval and Authorization
5. 2025 Solid Waste Programming Problem Materials Recycling Agreements
6. Chisago County Soil and Water Conservation District Water Quality Reporting Service Contract
7. Chisago County Lake Improvement District Weir Repair Construction Contract – Peterson Companies, Inc.
8. Chisago County Lake Improvement District 2025 Soil and Water Conservation District Services Contract
9. Chisago County Lake Improvement District Emmons and Oliver Engineering Services Contract

Informational Item(s):

Board of Adjustment and Appeals:
The regularly scheduled Board of Adjustment meeting is scheduled for **Monday** *(not Thursday),* December 23rd at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Friday December 20th departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owner Carrie Penshorn is requesting a Variance allowing for reduced Township Right-of-Way and westerly side yard setbacks for the purpose of redeveloping the property with a new dwelling and attached garage. The .19± acre subject site is zoned Rural Residential I (RRI) District / Shoreland Management District and located at 14150 Old Holt Court in Chisago Lake Township, S3, T33, R20 (PID 02.00013.00).

Planning Commission:
The regular Planning Commission meeting scheduled for Thursday, January 2nd has been cancelled due to a lack of business action items. The Commission will be conducting a work session meeting on January 16th at 6:00 p.m. at the County Government Center and will resume regular business in 2025 at its February 6th meeting.

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru November 30th is $1,426,465 or 154% (+$501,465) of 2024 budgeted revenue. Demand on inspections services remain strong. Of note, a large scale three building/130 unit apartment complex construction project has now begun in Chisago City.

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

Building Summary: Year to Date (YTD)																
Location	New House		Additions/Alterations		Mechanical		Accessory		Commercial		Multi-Family		Septic Systems		Septic Certifications	
	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD
Amador	1	8	6	75	-	7	-	6	-	3	-	-	1	9	-	8
Chisago Lake	1	15	14	178	2	38	1	23	-	1	-	-	1	27	1	42
Fish Lake	-	7	1	47	4	20	2	19	-	2	-	-	2	16	1	23
Franconia	-	7	4	47	-	7	1	16	1	4	-	-	-	8	2	15
Nessel	3	10	5	63	2	16	-	13	-	1	-	-	2	21	2	32
Rushseba	-	2	2	15	1	4	-	3	1	2	-	-	-	10	-	8
Shafer	-	4	2	28	1	4	-	7	1	3	-	-	-	10	1	10
Sunrise	1	7	3	117	5	21	-	21	-	8	-	-	-	7	3	16
Center City	-	1	1	20	-	6	-	1	1	8	-	-	-	-	-	-
Chisago City	-	8	8	150	9	70	1	7	1	17	3	3	-	23	1	17
City of Harris	-	3	1	33	-	9	-	2	-	3	-	-	-	3	-	5
City of Lindstrom	2	10	12	173	3	55	-	4	3	18	-	-	-	-	-	-
Rush City	-	6	4	38	3	13	1	6	-	14	1	2		2	-	-
City of Shafer	1	1	-	17	2	7	-	-	-	2	-	-	-	-	-	1
City of Stacy	-	2	4	107	3	37	1	25	2	12	-	-	1	14	1	25
City of Taylors Falls	-	1	-	26	2	12	-	-	-	4	-	-	-	-	-	-
Totals:	9	92	67	1,134	37	326	7	153	10	102	4	5	7	150	12	202
*City of Stacy and Lent Township Merged: Listed as City of Stacy															Total Permits in November	153

CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
December 5, 2024

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

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

Chair Wille called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Commission members was taken. Commission members present: Dave Whitney, Jim McCarthy, Eric Leivian, Chip Yeager, Chris DuBose, and Jolene Wille. Absent: John Sutcliffe (excused). A quorum was established. Also present: Ex Officio County Commissioners Rick Greene and Dan Dahlberg.

Approval of Agenda – Whitney requested that the Planning Commission add "Discussion with Staff Regarding the Draft Zoning Ordinance" under Miscellaneous. ***Motion*** by Yeager to approve the agenda as amended; second by Leivian. The **motion passed** 6-0.

Approval of Minutes – Yeager noted a typo on page 7 of the November 7, 2024, regular meeting minutes under the "Chisago County Ordinance Relating to the Regulation and Registration of Cannabis Retail Businesses and Lower-Potency Hemp Edible Retailer Businesses" discussion, commenting that there was reference to "help" where it should have read "hemp". ***Motion*** by McCarthy to approve the November 7, 2024, regular meeting minutes as amended; second by Whitney. The **motion passed** 6-0.

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

Public Hearings
Garrett Kerkow – Coordinator Gervais provided background on the request for an after-the-fact Conditional Use Permit (CUP) for a Major Home Occupation for a business, known as Kerkow Barrel Horses, LLC, offering horse training and boarding services. The subject site was located at 19239 310th Street / CSAH 37 in Shafer Township, S33, T34, R19 (PID 08.00330.10).

Coordinator Gervais shared that property / business owner Garrett Kerkow had applied for an after-the-fact CUP for a Major Home Occupation for a business, known as Kerkow Barrel Horses, LLC, offering horse training and boarding services on a 5± acre property located in the Agricultural (AG) District. Gervais reviewed topography of the site and noted that, based on the County's GIS Viewer, staff approximated that 1.5 acres were used as pasture, along with approximately .3 acres on the neighboring property to the south. Surrounding properties were also located within the AG District and they ranged significantly in size from 2.5 acres to nearly 112 acres, with the majority of properties used for residential and / or agricultural purposes. The subject site had been developed with a dwelling and multiple detached accessory structures. Access to the site was currently gained from 310th Street / CSAH 37, which was a well-established and well-maintained County road.

Gervais reviewed details of the application materials sharing that Kerkow Barrel Horses, LLC trained and competed in the equine sport of barrel racing. The business would train a maximum of ten horses per month, with training services provided on a month-to-month basis. A horse in full-time training would be boarded at

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the subject site for the duration of training. The written narrative suggested that some horses were owned by the business / property owner while others were owned by customers. The application materials offered details about hours of operation, employees, buildings and structures, access, landscaping and screening, vehicles and equipment, manure and waste disposal, and setbacks from neighboring properties. Gervais highlighted that the property owner would be constructing a 70' x 112' (7,840 sf) structure which would serve as an indoor arena.

The Technical Review Committee met with property / business owner Garrett Kerkow on November 13, 2024. Kerkow indicated that he had been working with Shafer Township, serving as Road Authority, on permitting and installation of a second driveway, with the second driveway being accessed from Teal Avenue. The Committee did not identify any immediate concerns with the request. The Shafer Town Board considered the request at its November 14, 2024 meeting and recommended approval with the conditions that either trees be planted or a fence be installed along 310th Street / CSAH 37 and lighting be down cast. The State mandated 60-day review period was scheduled to expire on January 3, 2024.

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

Chair Wille invited the applicant to address the Planning Commission. Property / business owner Garrett Kerkow was present but had no additional information to provide. DuBose asked Kerkow whether Shafer Township had approved the second driveway. Kerkow responded that he had submitted an application to the township and had been working with two township officials, neither of whom had raised any concerns. Yeager inquired whether Kerkow was aware of staff-recommended condition no. 8, which required screening along the north property boundary. Kerkow confirmed that he was aware, as it had been part of his discussions with the township. Kerkow added that he had already planned to install a privacy fence due to having young children and animals on the property. McCarthy asked whether the proposed five employees would be full-time or part-time. Kerkow clarified that the proposed employees would be part-time, as horse training was not his primary career. Kerkow added that he had no intention of hiring full-time employees at this time. McCarthy then asked whether Kerkow intended to host barrel racing competitions in the proposed arena. Kerkow replied that he did not plan to host competitions on the property. McCarthy indicated his desire to add a condition of approval which would prohibit competitions from taking place on the property.

Chair Wille opened the public hearing and sought comment.

Tony Lombardo of 30847 Teal Avenue, Shafer Township, expressed concerns regarding the condition and maintenance of Teal Avenue, traffic and watershed impacts, and the absence of a culvert on the second driveway.

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

Chair Wille addressed Lombardo's concern regarding the culvert by stating that the County would need to defer to Shafer Township as it was the Road Authority for Teal Avenue, and suggested following up with the township directly.

Whitney and Kerkow discussed the operations and logistics at the training facility. They reviewed several details, including whether the riding arena would be heated, the availability of bathroom facilities, the number of horses that would be kept on site, and whether clients would visit to check on the progress of the training. Kerkow explained that the arena would not be heated at this time, that four of the horses on the property were his (with an additional two currently in training), and that he planned to either have a porta-potty on site or allow staff to

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use his home for restroom facilities. Kerkow also mentioned that client visits to the site would depend on the individual client and that, at present, he primarily shared progress updates with clients through videos and photos. Whitney emphasized the importance of clearly defining the number of customer-owned horses allowed on the property in recommended condition no. 2 to avoid any confusion.

Leivian, Yeager, and Kerkow discussed the logistics of maneuvering trailers on the property, as well as the process for entering and exiting the site. Kerkow explained that a second driveway was being added to allow customers to enter the site from either 310th Street / CSAH 37 or Teal Avenue and exit the site from the other, ensuring that customers would not need to back out into traffic.

Chair Wille sought clarification on the number of proposed horses, noting that the application mentioned ten horses in training, and asked if the total number of horses on site would include the ten horses in training plus Kerkow's four personal horses. Kerkow stated that ten horses in total would be his maximum capacity.

Leivian asked Kerkow whether he planned to board any horses that were not in training. Kerkow replied that he did not intend to offer boarding services as part of his business.

Motion by McCarthy to add a condition of approval which would prohibit the facility from being used for public barrel racing competitions or any other equine competitions; second by Whitney. The **motion passed** 6-0.

DuBose asked if the Planning Commission needed to include any recommended conditions of approval specific to the driveway and the need to work directly with Shafer Township. Gervais responded that she didn't believe the suggested condition was necessary as the property owner would be required to work with the township / Road Authority regardless of a condition being added.

Whitney expressed the view that the second part of recommended condition no. 6 was unnecessary and could unnecessarily limit the applicant in the future. Whitney argued that customers should be able to visit and observe the progress of their horses without County-imposed limitations and it was up to the business owner to establish appropriate guidelines. Yeager inquired about the intent behind staff's recommended condition. Gervais clarified that the intention was to restrict customer access to the property such that visits would be by appointment only, rather than unrestricted access. McCarthy agreed with Whitney's point, noting that the property owner would be responsible for establishing and explaining the facility's operating rules to customers.

Motion by Whitney to amend recommended condition no. 2 by adding "customer" after ten (10) and recommended condition no. 6 to omit "nor will customers of the business have direct access to the structures or land."; second DuBose. The **motion passed** 6-0.

Motion by Whitney to adopt Resolution No. PC2024-1201, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of a Conditional Use Permit for Major Home Occupation on property located at 19239 310th Street / CSAH 37 in Shafer Township, as presented and amended; second by DuBose. The **motion passed** 6-0.

Amended Conditions:

1. This Conditional Use Permit grants approval for the operation of a Major Home Occupation for the training and boarding of horses as described in the application materials dated received October 24, 2024 and kept on file with the Chisago County Department of Environmental Services and as conditioned herein.
2. The Major Home Occupation shall be limited to the training and boarding of no more than ten (10) customer-owned horses at any given time.
3. All Major Home Occupation activities taking place outside of the dwelling, including, but not limited to,

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delivery and collection of customer-owned horses and the training of customer-owned horses, shall be allowed on a year-round basis with hours of operation being 8:00 am to 8:00 pm.

4. In addition to the property owner and residents of the subject site, there shall be no more than five (5) employees on site at any given time.
5. The Major Home Occupation business shall not be open to the public. Additionally, no structure or land used in association with the business shall feature bleachers or general public seating areas.
6. No structure or land used in association with the Major Home Occupation shall be made available to be rented by the general public~~, nor will customers of the business have direct access to the structures or land~~.
7. <u>The facility shall not be used for public barrel racing competitions or any other equine competitions.</u>
8. All animal waste shall be disposed of in a legal and appropriate manner.
9. To mitigate potential adverse impacts related to noise and appearance, the Major Home Occupation business shall be subject to the following:
    a. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
    b. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center, which meet or exceed 75% opacity within three years of the approval date, adjacent to the north property boundary extending from the driveway to the east property boundary. This screening shall be fully installed within one year of the date of Conditional Use Permit approval.
10. The permit holder shall utilize downcast LED lighting for all outdoor lighting.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Major Home Occupation, an increase in the number of employees, an increase in the number of horses trained and/or boarded, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Conditional Use Permit Amendment. The County acknowledges that the permit holder has obtained a building permit for the construction of the proposed arena, and this structure shall be allowed with this approval so long as it's constructed in compliance with the building permit and all applicable codes and regulations.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Public Hearings – Continued Hearings
None

Old Business
None

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New Business

Amendment to 2025 Meeting Schedule – Gervais informed the Planning Commission that staff had recently learned that the County Board would not be making appointments to the Commission until its organizational meeting on January 7, 2025, and three Planning Commissioner terms would expire on December 31, 2024. Given that the Planning Commission would only have four seated Commissioners at the time of the January 2, 2025 regular meeting, staff had included a recommendation in the staff report to reschedule the January 2nd meeting to January 9, 2025. Gervais continued by explaining that, since preparation of the staff report, an application deadline had passed and there were no new planning cases for consideration in January. Gervais reviewed options available to the Commission, noting that they could either reschedule the January 2nd meeting to January 9th or cancel the regular January meeting altogether. Gervais added that, if the Planning Commission chose to meet in January, they could elect a Chair and Vice-Chair and review its "by-laws". Alternatively, if the Commission chose to cancel the January meeting, these activities could be held over until the February 6, 2025 meeting. Commission members discussed whether they should meet in January and ultimately reached consensus to cancel the regular meeting. ***Motion*** by DuBose to cancel the December 31, 2024 tour and January 2, 2025 regular meeting; second by Leivian. The **motion passed** 6-0.

Communications and Reports

County Board Liaison Reports – County Commissioner Greene shared that the County Board received copies of the draft Ordinances at its December 4, 2024 meeting and that a vote would likely take place during the December 18, 2024 meeting. Director Schneider clarified that staff's intent was to have the Ordinances voted on during the December 18th meeting, with the goal of moving into the new year with the updated Ordinances. Greene suggested that, once the Ordinances were adopted, the Planning Commission could begin working on an Amendment for wedding venues. The Planning Commission discussed using its January 16, 2025 special work session to discuss wedding venues. Greene also mentioned that the Truth in Taxation meeting on December 4, 2024 had gone well, with good questions from the public and productive discussion. County Commissioner Dahlberg shared that the Park Board had successfully secured funding for the Swedish Immigrant Regional Trail. Finally, Schneider presented the Planning Commission with copies of the Chisago County 2024 Annual Report, noting that it included information from each of the County's departments.

Miscellaneous

Discussion with Staff Regarding the Draft Zoning Ordinance – Whitney noted that the draft Zoning Ordinance did not include definitions for "commercial" and "non-commercial" equine facilities, making it difficult to apply the Zoning Ordinance effectively. He mentioned that he had drafted suggested verbiage and asked for Planning Commission consent to discuss the verbiage with staff in the hope that it could be incorporated into the draft Zoning Ordinance being presented to the County Board for adoption on December 18, 2024. DuBose suggested that the Planning Commission, as a whole, discuss the proposed verbiage during its January 16, 2025 special work session, allowing for an open discussion. After a brief discussion, the Commission agreed to add the topic to the agenda for the January work session.

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

Adjourn Meeting – ***Motion*** by Leivian to adjourn the meeting; second by McCarthy. The **motion passed** 6-0. The meeting adjourned at 7:46PM.

_____ ATTEST: _____

Jolene Wille
Chair

Beth Gervais
Land Services Coordinator

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Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **8**
Title of Item for Consideration: Garrett Kerkow Conditional Use Permit – Major Home Occupation Training/Boarding Horses	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Property owner Garrett Kerkow is requesting a Conditional Use Permit (CUP) to allow a Major Home Occupation – Horse Training/Boarding facility on 5+/- acres in the Agricultural (A) District. The subject property is located at 19239 310th Street/CSAH 37 in in Shafer Township (PID #08.00330.10).

At their meeting of December 5, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (6-0) of the Conditional Use Permit with conditions, per Resolution No. PC2024-1201. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 60-day agency action deadline has on this matter is January 3, 2025. Among the options for the County Board at tonight's meeting are the following:

- Approve the CUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form;
- Consider and Approve the CUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval);
- The County Board may continue consideration of the request within an extended 120-day period. Notice should be provided of the of the intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).
- The County Board may Deny the IUP for legally justifiable reasons, but must

state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the 60-day agency action deadline (or 120-day period if so extended).

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Garrett Kerkow CUP request to allow a Major Home Occupation – Horse Training/Boarding facility. The following is the suggested language for the motion:

"Move to Approve Resolution No. 24/1218____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Garrett Kerkow request for a Conditional Use Permit to allow a Major Home Occupation – Horse Training/Boarding facility on 5+/- acres in the Agricultural (A) District. The subject property is located at 19239 310th Street/CSAH 37 in in Shafer Township (PID #08.00330.10)."

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve _____	Deny _____	Other CEB
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Conditional Use Permit for Major Home Occupation

Garrett Kerkow
19239 310th Street / CSAH 37
Shafer Township
PID 08.00330.10

Background & Site Analysis

Chisago County Board of Commissioners
December 1st, 2020

Garrett Kerkow has applied for an after-the-fact CUP for Major Home Occupation. The business, known as Kerkow Barrel Horses, LLC, will offer horse training and boarding services.

- The 5± acre subject site is located at the southwest corner of 310th Street / CSAH 37 and Teal Avenue in Shafer Township.
- Aside from a berm in the northwest corner of the subject site and another along the east property boundary, topography of the site includes fairly level elevations ranging from 917' to 921'. There is sparse tree cover in the area of the existing structures and larger stands of trees along the east property boundary and near the southeast corner of the site. Based on the site plan and the County's GIS Viewer, staff approximates that 1.5 acres are used as pasture, along with approximately .3 acres on the neighboring property to the south. There are no wetlands per the National Wetland Inventory.
- The subject site is located in the AG District and is entirely surrounded by the AG District. Properties in the general area range significantly in size from 2.5 acres to nearly 112 acres, with the majority of properties currently used for residential and/or agricultural purposes.
- The site has been developed with a dwelling and multiple detached accessory structures, consistent with properties in the AG District. Access to the site is currently gained from 310th Street / CSAH 37, which is a well-established and well-maintained County road.

Site Image



2022

Proposal Analysis

Chisago County Board of Commissioners
December 14th 2021

Kerkow Barrel Horses, LLC trains and competes in the equine sport of barrel racing. The business will train a maximum of 10 horses per month, with training services provided on a month-to-month basis. A horse in full-time training is boarded at the subject site for the duration of training. The written narrative suggests that some horses may be owned by the business / property owner while others are owned by customers.

The application materials offer the following details about Kerkow Barrel Horses, LLC and the request for CUP for Major Home Occupation:

- **Hours of Operation** –
  - Because the business is not open to the public and is currently staffed only by residents of the property, the business does not have established hours of operation.
  - Moving forward, for the purposes of the CUP, the business proposes to operate between the hours of 8:00 am and 8:00 pm.
- **Employees** -
  - Aside from the property owner and residents of the property, there are currently no employees.
  - The business proposes having up to five employees in the future.

Proposal Analysis, Cont.

- **Buildings / Structures** -
  - The subject site currently features five box stalls for horses to live / stay while on-site for training.
  - The property / business owner is proposing the construction of a new 70' x 112' (7,840 sf) structure to serve as an indoor arena. The arena will be used for the riding and training of horses on a year-round basis.
  - The arena will feature an additional five box stalls, for a total of 10 box stalls. The arena will not include any viewing areas or bleachers.
  - The proposed arena will not be available to be rented by the general public, nor will customers have unlimited access to or use of the structure.
- **Access** –
  - Access to the subject site is currently gained from 310th Street / CSAH 37, which is a well-established and well-maintained paved County road.
  - The site plan indicates a new second access from Teal Avenue, which is a gravel surfaced Township road. Teal Avenue is a dead-end road which extends approximately one-quarter mile south from 310th Street / CSAH 37. It appears that the new driveway will eliminate some of the existing tree cover adjacent to the east property boundary / Teal Avenue; however, it's unclear to staff exactly how many trees will be removed and how many will remain.

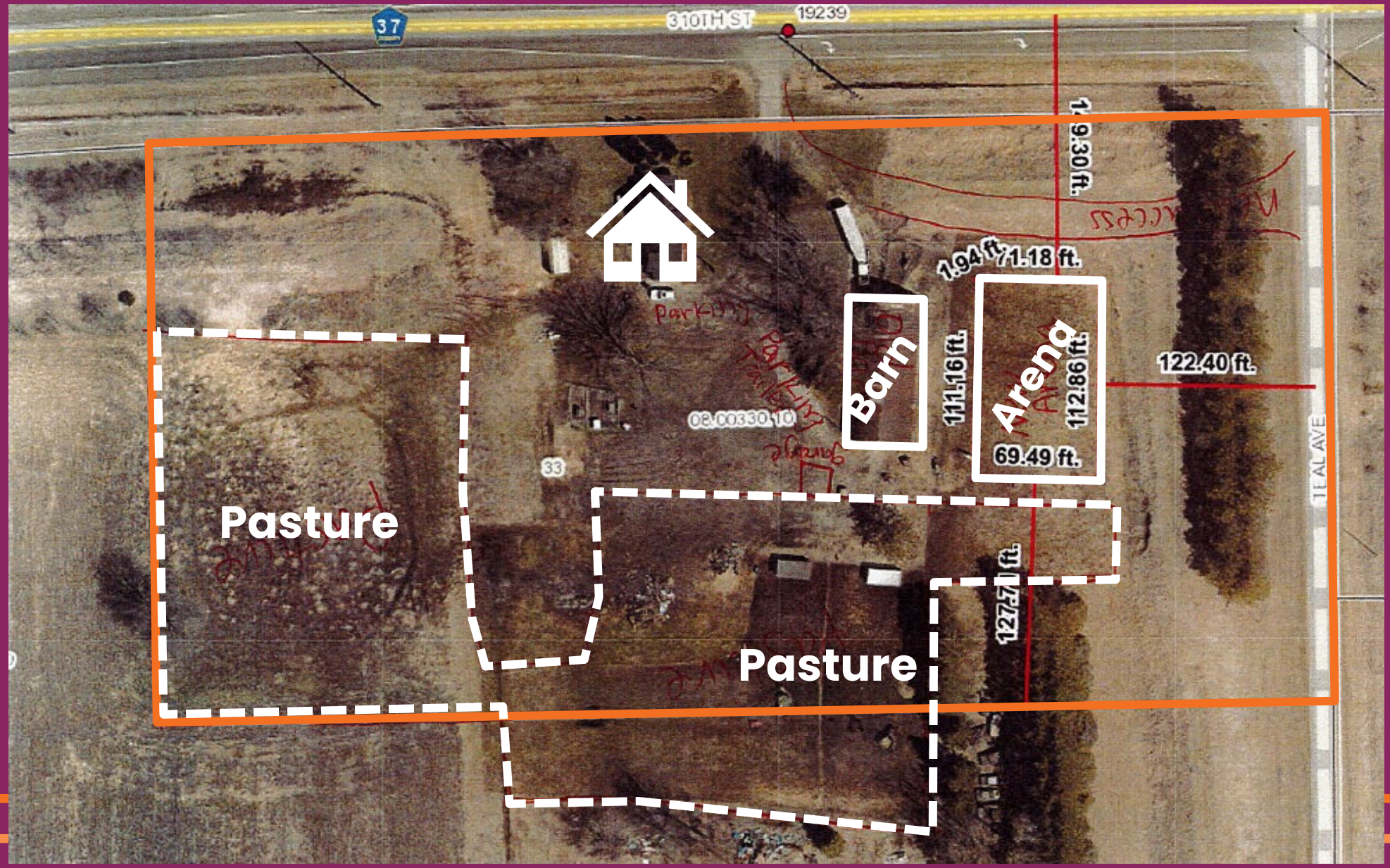
Proposal Analysis, Cont.

- **Landscaping and Screening** –
  - The written narrative explains that a suitable landscape and fencing is proposed; however, staff notes that the applicant has not provided specific detail on this topic other than to suggest that grass will be planted around the proposed structure and horse fencing currently exists.
  - It does not appear that the applicant is proposing any new screening or landscaping for purposes of screening. However, based on the site plan and topography of the site, it seems that the pasture is currently screened from the north and east by berms and tree cover, and is similar and consistent with neighboring land uses to the west and south. The proposed arena will be screened from the east by existing tree cover and partially screened from the west and south by existing tree cover and existing structures, but there does not appear to be any existing or proposed screening to the north.
- **Vehicles and Equipment** -
  - All vehicles and equipment routinely on-site are owned by the property owner and not the business. These vehicles include two passenger vehicles, a truck, and a horse trailer.
  - While not specifically mentioned in the application materials, it's reasonable to assume that there will be customer trucks and trailers on-site when horses are delivered to and collected from the subject site. The Planning Commission may wish to discuss traffic impacts, such as the drop-off and pick-up schedule and the amount of anticipated traffic, with the applicant.

Proposal Analysis, Cont.

- **Manure and Waste Disposal** –
  - Manure is / will be removed from the subject site and land applied in St. Croix Falls, WI once a month. The manure will be removed and hauled by Kerkow Barrel Horses, LLC.
- **Setbacks from Neighboring Properties** –
  - The site plan shows approximately 1.5 acres of pasture in the southern portion of the subject site. This pasture abuts the west and south property boundaries and an additional approximate .3 acres extends into the property immediately south (acreage based on the site plan and the County's GIS Viewer). Staff notes that the written narrative describes the neighboring grazing land as being one acre in size.
  - The proposed arena is shown to be located approximately 150' from the centerline of 310th Street / CSAH 37 and approximately 122' from the centerline of Teal Avenue, where the required setbacks are 135' from the centerline of CSAHs and 40' from Township Right-of-Way or 73' from centerline where no Right-of-Way exists. Additionally, the structure is shown to be approximately 128' from the south property boundary and, based on the County's GIS Viewer, staff estimates the structure to be approximately 460' from the west property boundary. Staff has no concerns with the proposed structural setbacks.

Site Plan


37
310TH ST
19239
Parking
Barn
Arena
1.94 ft.
71.18 ft.
111.16 ft.
112.86 ft.
69.49 ft.
122.40 ft.
19.30 ft.
127.71 ft.
Pasture
Pasture
33
TEAL AVE

Review Process

Technical Review Committee

November 13, 2024

Kerkow indicated that he was working with Shafer Township on permitting and installation of a second driveway, with the second driveway being accessed from Teal Avenue. The Committee did not identify any immediate concerns with the request.

Shafer Town Board Meeting

November 14, 2024

The Town Board recommended approval with the conditions that either trees be planted or a fence be installed along 310th Street / CSAH 37 and lighting be down cast.

State Mandated Review Period

The review period is scheduled to expire on January 3, 2025.

Staff Recommendation

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

Recommended Condition(s):

1. This Conditional Use Permit grants approval for the operation of a Major Home Occupation for the training and boarding of horses as described in the application materials dated received October 24, 2024 and kept on file with the Chisago County Department of Environmental Services and as conditioned herein.
2. The Major Home Occupation shall be limited to the training and boarding of no more than ten (10) horses at any given time.
3. All Major Home Occupation activities taking place outside of the dwelling, including, but not limited to, delivery and collection of customer-owned horses and the training of customer-owned horses, shall be allowed on a year-round basis with hours of operation being 8:00 am to 8:00 pm.

Staff Recommendation, Cont.

4. In addition to the property owner and residents of the subject site, there shall be no more than five (5) employees on site at any given time.
5. The Major Home Occupation business shall not be open to the public. Additionally, no structure or land used in association with the business shall feature bleachers or general public seating areas.
6. No structure or land used in association with the Major Home Occupation shall be made available to be rented by the general public, nor will customers of the business have direct access to the structures or land.
7. All animal waste shall be disposed of in a legal and appropriate manner.
8. To mitigate potential adverse impacts related to noise and appearance, the Major Home Occupation business shall be subject to the following:
    a. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
    b. The permit holder shall install a 6’ tall privacy fence and/or a double, staggered row of 6’ tall evergreen or other non-deciduous trees planted no greater than 16’ on center, which meet or exceed 75% opacity within three years of the approval date, adjacent to the north property boundary extending from the driveway to the east property boundary. This screening shall be fully installed within one year of the date of Conditional Use Permit approval.

Staff Recommendation, Cont.

9. The permit holder shall utilize downcast LED lighting for all outdoor lighting.
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Major Home Occupation, an increase in the number of employees, an increase in the number of horses trained and/or boarded, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Conditional Use Permit Amendment. The County acknowledges that the permit holder has obtained a building permit for the construction of the proposed arena, and this structure shall be allowed with this approval so long as it's constructed in compliance with the building permit and all applicable codes and regulations.
12. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

Options

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance 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 Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific finding(s) for denial in its motion.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the proposed Conditional Use Permit. If continuing the public hearing, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on January 3, 2025.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on January 3, 2025.

Action Requested

Motion to adopt Resolution No. PC2024-1201, a resolution recommending approval of a Conditional Use Permit for Major Home Occupation on property located at 19239 310th Street / CSAH 37 in Shafer Township, with Findings of Fact and conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: After-the-Fact Conditional Use Permit for Major Home Occupation
19239 310th Street / CSAH 37, Shafer Township
DATE: December 5, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an after-the-fact Conditional Use Permit (CUP) allowing a Major Home Occupation for the training and boarding of horses in the Agricultural (AG) District.

SITE & APPLICATION INFORMATION

Property Owner(s):	Garrett Kerkow
Applicant(s):	Garrett Kerkow
General Location:	19239 310th Street / CSAH 37 Shafer Township Section 33, Township 34, Range 19
PID:	08.00330.10
Property Area:	5± acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Received:	October 24, 2024
Date Application Complete:	November 4, 2024
60-Day Review Period:	January 3, 2025

BACKGROUND

Property owner Garrett Kerkow has applied for an after-the-fact CUP for Major Home Occupation. The business, known as Kerkow Barrel Horses, LLC, will offer horse training and boarding services on the 5± acre subject site.



SITE ANALYSIS

The 5± acre subject site is located at the southwest corner of 310th Street / CSAH 37 and Teal Avenue in Shafer Township. Aside from a berm in the northwest corner of the subject site (adjacent to 310th Street / CSAH 37) and another along the east property boundary (adjacent to Teal Avenue), topography of the site includes fairly level elevations ranging from 917' to 921'. There is sparse tree cover in the area of the existing structures and larger stands of trees along the east property boundary and near the southeast corner of the site. Based on the attached site plan and the County's GIS Viewer, staff approximates that 1.5 acres are used as pasture, along with approximately .3 acres on the neighboring property to the south. There are no wetlands per the National Wetland Inventory.

The subject site is located in the AG District and is entirely surrounded by the AG District. Properties in the general area range significantly in size from 2.5 acres to nearly 112 acres, with the majority of properties currently used for residential and/or agricultural purposes.

The site has been developed with a dwelling and multiple detached accessory structures, consistent with properties in the AG District. Access to the site is currently gained from 310th Street / CSAH 37, which is a well-established and well-maintained County road.

PROPOSAL ANALYSIS

The attached written narrative explains that Kerkow Barrel Horses, LLC trains and competes in the equine sport of barrel racing. The business will train a maximum of 10 horses per month, with training services provided on a month-to-month basis. A horse in full-time training is boarded at the subject site for the duration of training. The written narrative suggests that some horses may be owned by the business / property owner while others are owned by customers.

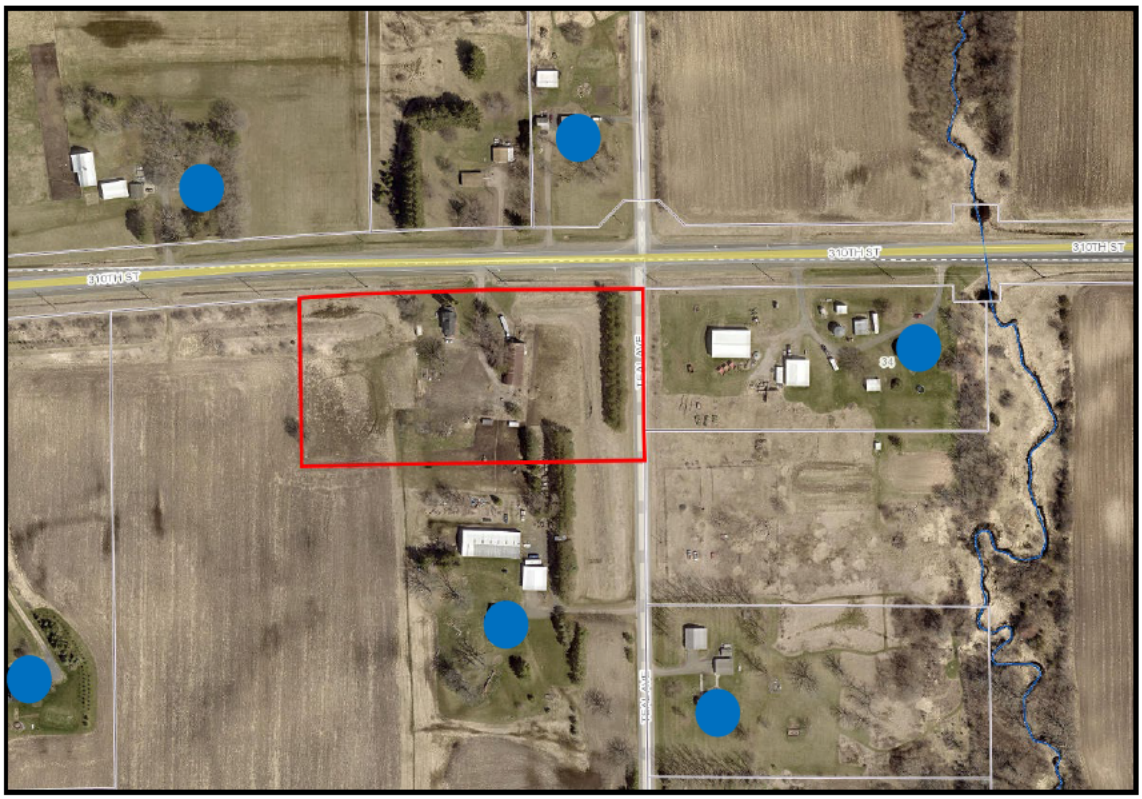
The application materials offer the following details about Kerkow Barrel Horses, LLC and the request for CUP for Major Home Occupation:

- Hours of Operation –
  - Because the business is not open to the public and is currently staffed only by residents of the property, the business does not have established hours of operation.
  - Moving forward, for the purposes of the CUP, the business proposes to operate between the hours of 8:00 am and 8:00 pm.
- Employees -
  - Aside from the property owner and residents of the property, there are currently no employees.
  - The business proposes having up to five employees in the future.
- Buildings / Structures -
  - The subject site currently features five box stalls for horses to live / stay while on-site for training.

- The property / business owner is proposing the construction of a new 70' x 112' (7,840 sf) structure to serve as an indoor arena. The arena will be used for the riding and training of horses on a year-round basis.
- The arena will feature an additional five box stalls, for a total of 10 box stalls. The arena will not include any viewing areas or bleachers.
- The proposed arena will not be available to be rented by the general public, nor will customers have unlimited access to or use of the structure.

- Access –
  - Access to the subject site is currently gained from 310th Street / CSAH 37, which is a well-established and well-maintained paved County road.
  - The site plan indicates a new second access from Teal Avenue, which is a gravel surfaced Township road. Teal Avenue is a dead-end road which extends approximately one-quarter mile south from 310th Street / CSAH 37. It appears that the new driveway will eliminate some of the existing tree cover adjacent to the east property boundary / Teal Avenue; however, it's unclear to staff exactly how many trees will be removed and how many will remain.
- Landscaping and Screening –
  - The written narrative explains that a suitable landscape and fencing is proposed; however, staff notes that the applicant has not provided specific detail on this topic other than to suggest that grass will be planted around the proposed structure and horse fencing currently exists.
  - It does not appear that the applicant is proposing any new screening or landscaping for purposes of screening. However, based on the site plan and topography of the site, it seems that the pasture is currently screened from the north and east by berms and tree cover, and is similar and consistent with neighboring land uses to the west and south. The proposed arena will be screened from the east by existing tree cover and partially screened from the west and south by existing tree cover and existing structures, but there does not appear to be any existing or proposed screening to the north.
- Vehicles and Equipment -
  - All vehicles and equipment routinely on-site are owned by the property owner and not the business. These vehicles include two passenger vehicles, a truck, and a horse trailer.
  - While not specifically mentioned in the application materials, it's reasonable to assume that there will be customer trucks and trailers on-site when horses are delivered to and collected from the subject site. The Planning Commission may wish to discuss traffic impacts, such as the drop-off and pick-up schedule and the amount of anticipated traffic, with the applicant.

- Manure and Waste Disposal –
  - Manure is / will be removed from the subject site and land applied in St. Croix Falls, WI once a month. The manure will be removed and hauled by Kerkow Barrel Horses, LLC.
  - General waste disposal is managed by Chisago Lakes Sanitation with service provided on a weekly basis.
- Setbacks from Neighboring Properties –
  - The site plan shows approximately 1.5 acres of pasture in the southern portion of the subject site. This pasture abuts the west and south property boundaries and an additional approximate .3 acres extends into the property immediately south (acreage based on the site plan and the County's GIS Viewer). Staff notes that the written narrative describes the neighboring grazing land as being one acre in size.
  - The proposed arena is shown to be located approximately 150' from the centerline of 310th Street / CSAH 37 and approximately 122' from the centerline of Teal Avenue, where the required setbacks are 135' from the centerline of CSAHs and 40' from Township Right-of-Way or 73' from centerline where no Right-of-Way exists. Additionally, the structure is shown to be approximately 128' from the south property boundary and, based on the County's GIS Viewer, staff estimates the structure to be approximately 460' from the west property boundary. Staff has no concerns with the proposed structural setbacks.
  - The image below shows the subject property outlined in red and the blue dots represent the closest neighboring dwellings.



REVIEW PROCESS

The Technical Review Committee met with property / business owner Garrett Kerkow on November 13, 2024. Kerkow reviewed details of the request and indicated that he was working with Shafer Township, serving as Road Authority, on permitting and installation of a second driveway, with the second driveway being accessed from Teal Avenue. The Committee did not identify any immediate concerns with the request.

The Shafer Town Board considered the request at its November 14, 2024 meeting and recommended approval with the conditions that either trees be planted or a fence be installed along 310th Street / CSAH 37 and lighting be down cast.

The application was submitted on October 24, 2024 and deemed complete on November 4, 2024. The State mandated 60-day review period expires on January 3, 2025.

WRITTEN TESTIMONY

As of completion of the staff report, the County received written testimony from Marc & Shannon Polsfuss of 30787 Teal Avenue.

FINDINGS OF FACT

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

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

Finding #1 *Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and either meets or has the ability to meet, with application of appropriate conditions of approval, all performance standards provided in Zoning Ordinance Section 4.04, C.*

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

Finding #2 *The proposed use will utilize existing private sanitary facilities, private utilities, and off-street parking for customers and employees, and access to the subject site will be gained from the well-established and well-maintained 310th Street / CSAH 37 and Teal Avenue. Further, there is no evidence to suggest that the proposed use will have any impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Major Home Occupation*

will not create an excessive demand on existing parks, schools, streets, or other public facilities and utilities which serve the subject site and surrounding area.

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

Finding #3 *The subject site and proposed use are largely screened from adjacent properties by existing berming, natural vegetation (trees) and distance; however, the Shafer Town Board has identified a need for additional screening between the proposed 70' x 112' structure and 310th Street / CSAH 37. Therefore, the County finds that the proposed use, with existing screening and distance and the implementation of a condition requiring additional screening, will be sufficiently screened and/or separated by distance from adjacent properties so as to not cause undue negative impact or deter future development.*

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

Finding #4 *The proposed Major Home Occupation, including the training and boarding of horses, will primarily be conducted within a proposed 70' x 112' structure. Based on the description provided in the application materials submitted to the County on October 24, 2024, the County finds that the proposed structure will be constructed in a manner which will be aesthetically pleasing and generally consistent with structures found in the County's Agricultural (AG) District. Therefore, the County finds no evidence to suggest that the proposed use or proposed structure will have an appearance which would cause adverse effects upon adjacent properties.*

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

Finding #5 *The Chisago County Zoning Ordinance identifies Major Home Occupations as an allowable Conditional Use in various zoning districts, including the Agricultural (AG) District. The County finds that the proposed use, including the training and boarding of horses, is consistent with the purposes of the AG District and consistent with existing land uses in the general area of the subject site. Further, as described in Finding #1 above, the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. Therefore, the County finds that the proposed use directly relates to the land use goals of the County.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *The subject site is located immediately adjacent to a well-established and well-maintained road system, including 310th Street / CSAH 37 to the north and Teal Avenue to the east. As proposed, the Major Home Occupation will not be open to the general public and will not feature events which would generate a significant increase in the amount of traffic entering and existing the site. Further, neither the Chisago County Highway Department, serving as Road Authority for 310th Street / CSAH 37, nor the Shafer Town Board, serving as Road Authority for Teal Avenue, expressed any concerns about impacts related to traffic hazard or congestion as a result of the proposed use. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*

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

Finding #8 *The proposed Major Home Occupation will primarily be conducted within a proposed 70' x 112' structure. Other areas of the subject site will also be utilized for business purposes, including pastureland. Based on the nature of the proposed use, the limited number of employees, and the business not being open to the general public, the County finds that the proposed use will likely not cause adverse impacts to nearby properties by way of noise or glare. Further, based on the nature of the business, existing berming and vegetation, and the implementation of a condition requiring additional screening, the County finds that the proposed use will be consistent with nearby properties and the Agricultural (AG) District as a whole and will not cause adverse impacts by way of general unsightliness.*

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. This Conditional Use Permit grants approval for the operation of a Major Home Occupation for the training and boarding of horses as described in the application materials dated received October 24, 2024 and kept on file with the Chisago County

Department of Environmental Services and as conditioned herein.

2. The Major Home Occupation shall be limited to the training and boarding of no more than ten (10) horses at any given time.
3. All Major Home Occupation activities taking place outside of the dwelling, including, but not limited to, delivery and collection of customer-owned horses and the training of customer-owned horses, shall be allowed on a year-round basis with hours of operation being 8:00 am to 8:00 pm.
4. In addition to the property owner and residents of the subject site, there shall be no more than five (5) employees on site at any given time.
5. The Major Home Occupation business shall not be open to the public. Additionally, no structure or land used in association with the business shall feature bleachers or general public seating areas.
6. No structure or land used in association with the Major Home Occupation shall be made available to be rented by the general public, nor will customers of the business have direct access to the structures or land.
7. All animal waste shall be disposed of in a legal and appropriate manner.
8. To mitigate potential adverse impacts related to noise and appearance, the Major Home Occupation business shall be subject to the following:
    a. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
    b. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center, which meet or exceed 75% opacity within three years of the approval date, adjacent to the north property boundary extending from the driveway to the east property boundary. This screening shall be fully installed within one year of the date of Conditional Use Permit approval.
9. The permit holder shall utilize downcast LED lighting for all outdoor lighting.
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Major Home Occupation, an increase in the number of employees, an increase in the number of horses trained and/or boarded, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Conditional Use Permit Amendment. The County acknowledges that the permit holder has obtained a building permit for the construction of the proposed arena, and this structure shall be allowed with this approval so long as it's constructed in compliance with the building permit and all applicable codes and regulations.

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

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions as presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance 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 Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific finding(s) for denial in its motion.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the proposed Conditional Use Permit. If continuing the public hearing, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on January 3, 2025.
4. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period being that the initial 60-day review period expires on January 3, 2025.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-1201, a resolution recommending approval of a Conditional Use Permit for Major Home Occupation on property located at 19239 310th Street / CSAH 37 in Shafer Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials
    a. Application
    b. Written narrative
    c. Site plans
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Written testimony from Marc & Shannon Polsfuss
5. Draft Resolution No. PC2024-1201

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 2024-2277

Township Shafer **S/T/R** 33/34/19 **PID#** 08.00330.10

Project Address 19739 310th St Shafer MN 55074

Property Owner(s) Garrett Kerkow

Mailing Address (If Different from Project Address) 19739 310th St Shafer MN 55074

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

Applicant(s) Garrett Kerkow

Mailing Address (If Different from Project Address) "

Phone# " **Email** "

Type of Request (Check All That Apply)

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

Description of Request (Attach Separate Sheet if Necessary) See attached

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

10/18/24
Date of Application

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

Fees		Dates	
Base Fee AFTER-THE-FACT	$ 1,300 —	Application Received	10-24-24
Recording Fee	$ 46 —	Application Complete	11-4-24
Plat Fee – No Road(s) / With Road(s)	$	(60) / 120 Day Review Period	1-3-25
Septic Compliance Fee	$	Extended Review Period	
Wetland Fee	$		
TOTAL FEE	$ 1,346 —		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Shafer S/T/R 33/34/19 PID# 08.0033

Project Address 19239 310th St Shafer MN 55074

Property Owner(s) Garrett Kerkow

Mailing Address (If Different from Project Address) "

Phone# [redacted] Email [redacted]

Applicant(s) Garrett Kerkow

Mailing Address (If Different from Project Address) "

Phone# " Email "

Type of Request (Check All That Apply)

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

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

Description of Request (Attach Separate Sheet if Necessary) See attached

Applicant Signature

10/18/24
Date of Application

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

Date of County Public Hearing DEC 5, 2024 **Date of Township Presentation** NOV

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

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Trees or Fence Along 310th ST. Down Cast lighting

Signatures of Township Officials or Authorized Personnel

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Description of Request:

Kerkow Barrel Horses LLC trains and competes in the equine sport of barrel racing. We are requesting a **Conditional Use Permit** under the category **Major Home Occupation** for our business. We are building an indoor arena to better suit our hobby and our business. This allows us to train year-round out of the weather. This new building will be 70'x112'x14' tall. The building will be all white in color. There will be two garage doors, one on each north and south facing end and one man door. The building will be a clear span building with a sand floor throughout. There will be **no** concrete, viewing areas, bleachers, etc. We will have 10 box stalls available to the horses to better support the horses that will live full time on the property. Five stalls currently exist on property and 5 will be built within the new building.
The purpose of the building is to be used for riding and training horses. These horses can be owned by either Kerkow Barrel Horses or by customers of Kerkow Barrel Horses. We intend to train **at most** 10 horses per month in any given month.

Customers will be able to send horses to us for training. Training is on a month-to-month basis. A horse in full time training lives at Kerkow Barrel Horses premises. Their full-time cares are provided as well as training daily.

Manure removal will be hauled out and spread on a family farm in St Croix Falls, Wisconsin once per month with removal and hauling provided by Kerkow Barrel Horses.

General waste disposal is contracted with Chisago Lakes Sanitation. We have two large garbage cans that are emptied weekly. We do not produce much waste above and beyond what a normal family would.

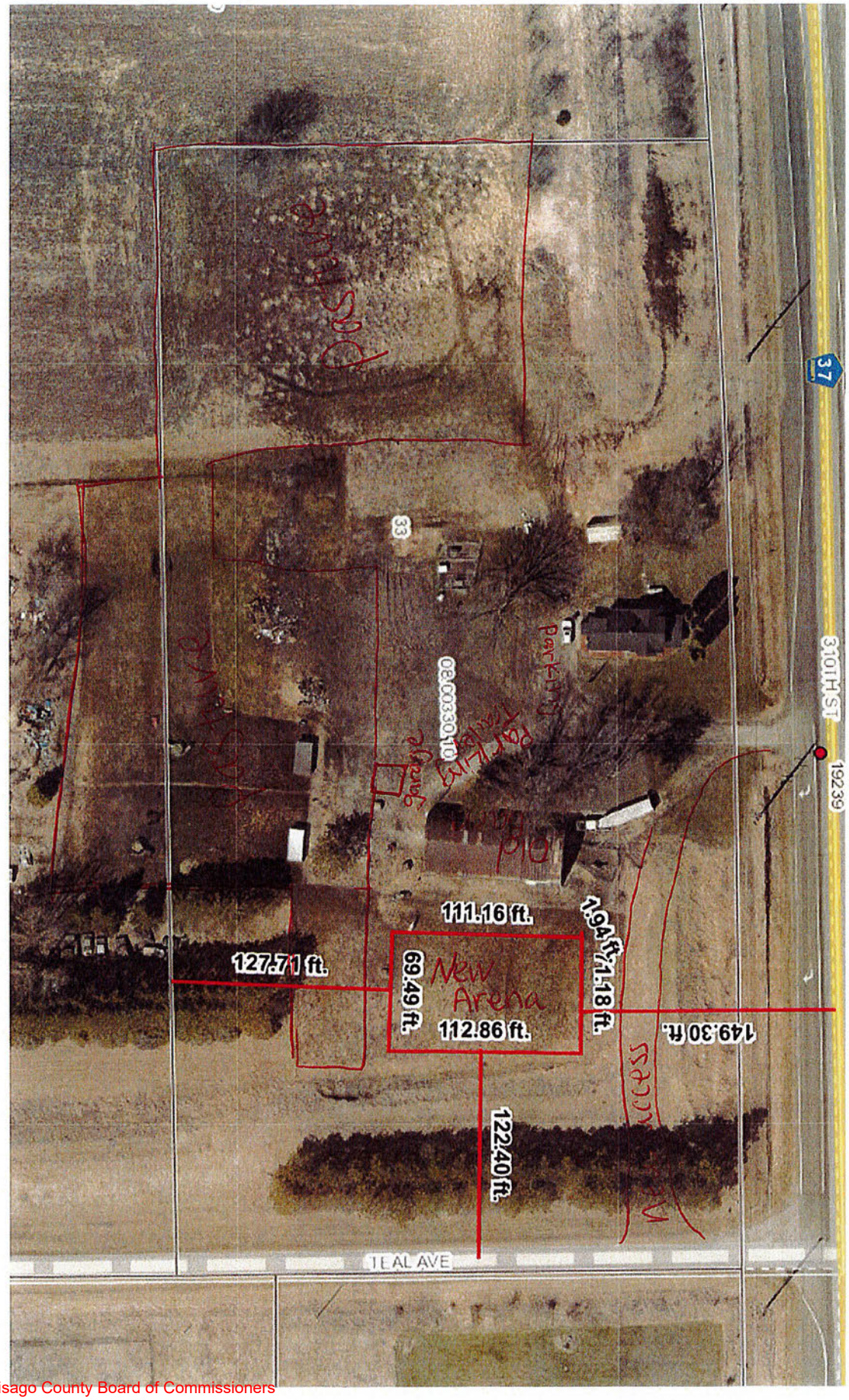
All vehicles are personally owned and not owned by our business. We do have two passenger vehicles (a Ford Escape and a Buick Enclave), a truck (a Ford F250), and a Featherlite horse trailer that will be parked on our property near or around our existing barn or new arena at any time.
The use will not adversely affect the residential or agricultural character of the surrounding area due to any noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, number of deliveries, hours of operation, or any other annoyance, etc. A suitable landscape as well as fencing is apart of the plan. Grass will be planted around the new building. Adequate and safe horse fencing is currently established and built.

We rent an additional acre from the neighbor adjacent to us to use as extra space to house our horses for grazing purposes.

This business will not be open for public use and will strictly be used by the residents or employees of Kerkow Barrel Horses. Because of this we also do not have set operating hours. If operating hours are a requirement, they will be from approximately 8 am to 8 PM. We intend to only have 5 or less employees, however, we currently have zero.

This building will not be available to be rented to the public for events. Clients with horses in training will not have access to our facility for their unlimited use.

Attached is a scaled site plan measuring the setbacks and the dimensions of the new riding arena. Also attached is a hand written detailed site plan for things such as parking, pasture space, the new driveway access, etc.


37
3101 H ST
19239
33
Parking
Temporary Parking
Gravel
Pad
111.16 ft.
127.71 ft.
69.49 ft.
New Arena
112.86 ft.
1.94 ft.
1.18 ft.
149.30 ft.
122.40 ft.
Access
TEAL AVE


37
310TH ST
19239
33
08.0033.010
111.16 ft.
1.94 ft.
1.18 ft.
127.71 ft.
69.49 ft.
112.86 ft.
149.30 ft.
122.40 ft.
TEAL AVE

Chisago COUNTY USA | ENVIRONMENTAL SERVICES

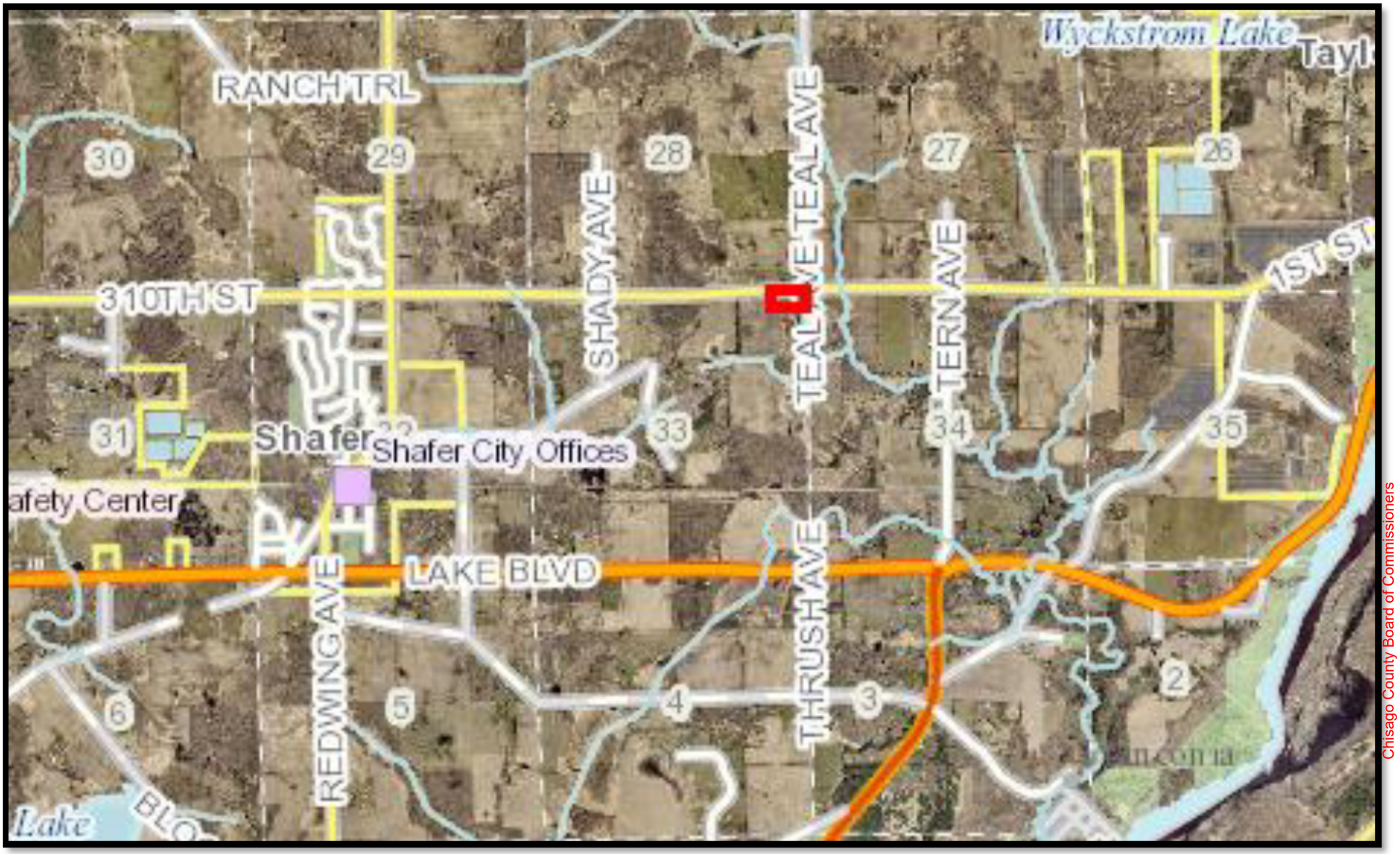
Garrett Kerkow – Property owner Garrett Kerkow is requesting an after-the-fact Conditional Use Permit for Major Home Occupation. The proposed business, known as Kerkow Barrel Horses, LLC, will offer horse training and boarding services. The 5± acre subject site is zoned Agricultural (AG) District and located at 19239 310th Street / CSAH 37 in Shafer Township, S33, T34, R19 (PID 08.00330.10).



Chisago County Board of Commissioners
December 18th 2024

Chisago COUNTY USA | ENVIRONMENTAL SERVICES

Garrett Kerkow – Property owner Garrett Kerkow is requesting an after-the-fact Conditional Use Permit for Major Home Occupation. The proposed business, known as Kerkow Barrel Horses, LLC, will offer horse training and boarding services. The 5± acre subject site is zoned Agricultural (AG) District and located at 19239 310th Street / CSAH 37 in Shafer Township, S33, T34, R19 (PID 08.00330.10).



To Whom It May Concern,

I appreciate the opportunity to share my thoughts regarding the permit request for the proposed business, Kerkow Barrel Horses, LLC.

My husband and I have lived on this road since 1999. One of the primary reasons we chose to purchase this home was the quiet and serene environment of the street. Over the years, there has been very little turnover in property ownership, and the surrounding land has been preserved for agricultural use, maintaining a peaceful atmosphere that has kept housing developments at bay. We greatly value the tranquility and the low traffic of this dead-end road.

However, I have concerns regarding the proposed business, particularly with respect to the construction of a driveway onto our dead-end road. This raised my initial concern, as I worry the business could increase traffic and disrupt the quiet nature of the street, especially with the new driveway being built to exit directly onto our road. If the operation of this business were to change the character of our road, potentially diminishing property values or altering the peaceful environment we've enjoyed for many years, I would be strongly opposed to the proposal.

While I understand that the business is intended to operate as a farm-style enterprise, I remain concerned about the potential impact this could have on the property and surrounding area.

Thank you for taking the time to consider the views of those of us who will be directly affected by this development.

Sincerely,

Marc and Shannon Polsfuss

RECEIVED

NOV 26 2024

Chisago County
Dept. of Environmental Services

RESOLUTION NO. PC2024-1201
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT FOR MAJOR HOME OCCUPATION ON PROPERTY LOCATED AT 19239 310TH STREET / CSAH 37 IN SHAFER TOWNSHIP

WHEREAS, property owner Garrett Kerkow submitted an application dated received October 24, 2024 and considered complete on November 4, 2024 for a Conditional Use Permit allowing a Major Home Occupation for the training and boarding of horses on property located at 19239 310th Street CSAH 37 in Shafer Township; and

WHEREAS, the 5± acre subject site is located in the Agricultural (AG) District and legally described as:

PID 08.00330.10

That part of the North 387.10 feet of the East 660.00 feet of Northeast Quarter of the Northeast Quarter of Section 33, Township 34, Range 19, Chisago County, Minnesota, lying south of Parcel 89, Chisago County Right of Way Plat No. 25.
Subject to 310th Street and Teal Avenue.

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

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

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

Finding #1 *Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and either meets or has the ability to meet, with application of appropriate conditions of approval, all performance standards provided in Zoning Ordinance Section 4.04, C.*

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

Finding #2 *The proposed use will utilize existing private sanitary facilities, private utilities, and off-street parking for customers and employees, and access to the*

subject site will be gained from the well-established and well-maintained 310th Street / CSAH 37 and Teal Avenue. Further, there is no evidence to suggest that the proposed use will have any impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Major Home Occupation will not create an excessive demand on existing parks, schools, streets, or other public facilities and utilities which serve the subject site and surrounding area.

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

Finding #3 *The subject site and proposed use are largely screened from adjacent properties by existing berming, natural vegetation (trees) and distance; however, the Shafer Town Board has identified a need for additional screening between the proposed 70' x 112' structure and 310th Street / CSAH 37. Therefore, the County finds that the proposed use, with existing screening and distance and the implementation of a condition requiring additional screening, will be sufficiently screened and/or separated by distance from adjacent properties so as to not cause undue negative impact or deter future development.*

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

Finding #4 *The proposed Major Home Occupation, including the training and boarding of horses, will primarily be conducted within a proposed 70' x 112' structure. Based on the description provided in the application materials submitted to the County on October 24, 2024, the County finds that the proposed structure will be constructed in a manner which will be aesthetically pleasing and generally consistent with structures found in the County's Agricultural (AG) District. Therefore, the County finds no evidence to suggest that the proposed use or proposed structure will have an appearance which would cause adverse effects upon adjacent properties.*

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

Finding #5 *The Chisago County Zoning Ordinance identifies Major Home Occupations as an allowable Conditional Use in various zoning districts, including the Agricultural (AG) District. The County finds that the proposed use, including the training and boarding of horses, is consistent with the purposes of the AG District and consistent with existing land uses in the general area of the subject site. Further, as described in Finding #1 above, the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the*

County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. Therefore, the County finds that the proposed use directly relates to the land use goals of the County.

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

Finding #6 *See Finding #5.*

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

Finding #7 *The subject site is located immediately adjacent to a well-established and well-maintained road system, including 310th Street / CSAH 37 to the north and Teal Avenue to the east. As proposed, the Major Home Occupation will not be open to the general public and will not feature events which would generate a significant increase in the amount of traffic entering and existing the site. Further, neither the Chisago County Highway Department, serving as Road Authority for 310th Street / CSAH 37, nor the Shafer Town Board, serving as Road Authority for Teal Avenue, expressed any concerns about impacts related to traffic hazard or congestion as a result of the proposed use. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*

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

Finding #8 *The proposed Major Home Occupation will primarily be conducted within a proposed 70' x 112' structure. Other areas of the subject site will also be utilized for business purposes, including pastureland. Based on the nature of the proposed use, the limited number of employees, and the business not being open to the general public, the County finds that the proposed use will likely not cause adverse impacts to nearby properties by way of noise or glare. Further, based on the nature of the business, existing berming and vegetation, and the implementation of a condition requiring additional screening, the County finds that the proposed use will be consistent with nearby properties and the Agricultural (AG) District as a whole and will not cause adverse impacts by way of general unsightliness.*

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

1. This Conditional Use Permit grants approval for the operation of a Major Home Occupation for the training and boarding of horses as described in the application

materials dated received October 24, 2024 and kept on file with the Chisago County Department of Environmental Services and as conditioned herein.

2. The Major Home Occupation shall be limited to the training and boarding of no more than ten (10) horses at any given time.
3. All Major Home Occupation activities taking place outside of the dwelling, including, but not limited to, delivery and collection of customer-owned horses and the training of customer-owned horses, shall be allowed on a year-round basis with hours of operation being 8:00 am to 8:00 pm.
4. In addition to the property owner and residents of the subject site, there shall be no more than five (5) employees on site at any given time.
5. The Major Home Occupation business shall not be open to the public. Additionally, no structure or land used in association with the business shall feature bleachers or general public seating areas.
6. No structure or land used in association with the Major Home Occupation shall be made available to be rented by the general public, nor will customers of the business have direct access to the structures or land.
7. All animal waste shall be disposed of in a legal and appropriate manner.
8. To mitigate potential adverse impacts related to noise and appearance, the Major Home Occupation business shall be subject to the following:
    a. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
    b. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center, which meet or exceed 75% opacity within three years of the approval date, adjacent to the north property boundary extending from the driveway to the east property boundary. This screening shall be fully installed within one year of the date of Conditional Use Permit approval.
9. The permit holder shall utilize downcast LED lighting for all outdoor lighting.
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Major Home Occupation, an increase in the number of employees, an increase in the number of horses trained and/or boarded, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Conditional Use Permit Amendment. The County acknowledges that the permit holder has obtained a building permit for the construction of the proposed arena,

and this structure shall be allowed with this approval so long as it's constructed in compliance with the building permit and all applicable codes and regulations.

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

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

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

_____
Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1218-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT FOR MAJOR HOME OCCUPATION ON PROPERTY LOCATED AT 19239 310TH STREET / CSAH 37 IN SHAFER TOWNSHIP

WHEREAS, property owner Garrett Kerkow submitted an application dated received October 24, 2024 and considered complete on November 4, 2024 for a Conditional Use Permit allowing a Major Home Occupation for the training and boarding of horses on property located at 19239 310th Street CSAH 37 in Shafer Township; and

WHEREAS, the 5± acre subject site is located in the Agricultural (AG) District and legally described as:

PID 08.00330.10

That part of the North 387.10 feet of the East 660.00 feet of Northeast Quarter of the Northeast Quarter of Section 33, Township 34, Range 19, Chisago County, Minnesota, lying south of Parcel 89, Chisago County Right of Way Plat No. 25.
Subject to 310th Street and Teal Avenue.

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

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1201; and

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

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

Finding #1 *Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and either meets or has the ability to meet, with application of appropriate conditions of approval, all performance standards provided in Zoning Ordinance Section 4.04, C.*

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

Finding #2 *The proposed use will utilize existing private sanitary facilities, private utilities, and off-street parking for customers and employees, and access to the subject site will be gained from the well-established and well-maintained 310th Street / CSAH 37 and Teal Avenue. Further, there is no evidence to suggest that the proposed use will have any impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Major Home Occupation will not create an excessive demand on existing parks, schools, streets, or other public facilities and utilities which serve the subject site and surrounding area.*

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

Finding #3 *The subject site and proposed use are largely screened from adjacent properties by existing berming, natural vegetation (trees) and distance; however, the Shafer Town Board has identified a need for additional screening between the proposed 70' x 112' structure and 310th Street / CSAH 37. Therefore, the County finds that the proposed use, with existing screening and distance and the implementation of a condition requiring additional screening, will be sufficiently screened and/or separated by distance from adjacent properties so as to not cause undue negative impact or deter future development.*

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

Finding #4 *The proposed Major Home Occupation, including the training and boarding of horses, will primarily be conducted within a proposed 70' x 112' structure. Based on the description provided in the application materials submitted to the County on October 24, 2024, the County finds that the proposed structure will be constructed in a manner which will be aesthetically pleasing and generally consistent with structures found in the County's Agricultural (AG) District. Therefore, the County finds no evidence to suggest that the proposed use or proposed structure will have an appearance which would cause adverse effects upon adjacent properties.*

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

Finding #5 *The Chisago County Zoning Ordinance identifies Major Home Occupations as an allowable Conditional Use in various zoning districts, including the Agricultural (AG) District. The County finds that the proposed use, including the training and boarding of horses, is consistent with the purposes of the AG District and consistent with existing land uses in the general area of the*

subject site. Further, as described in Finding #1 above, the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. Therefore, the County finds that the proposed use directly relates to the land use goals of the County.

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

Finding #6 *See Finding #5.*

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

Finding #7 *The subject site is located immediately adjacent to a well-established and well-maintained road system, including 310th Street / CSAH 37 to the north and Teal Avenue to the east. As proposed, the Major Home Occupation will not be open to the general public and will not feature events which would generate a significant increase in the amount of traffic entering and existing the site. Further, neither the Chisago County Highway Department, serving as Road Authority for 310th Street / CSAH 37, nor the Shafer Town Board, serving as Road Authority for Teal Avenue, expressed any concerns about impacts related to traffic hazard or congestion as a result of the proposed use. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*

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

Finding #8 *The proposed Major Home Occupation will primarily be conducted within a proposed 70' x 112' structure. Other areas of the subject site will also be utilized for business purposes, including pastureland. Based on the nature of the proposed use, the limited number of employees, and the business not being open to the general public, the County finds that the proposed use will likely not cause adverse impacts to nearby properties by way of noise or glare. Further, based on the nature of the business, existing berming and vegetation, and the implementation of a condition requiring additional screening, the County finds that the proposed use will be consistent with nearby properties and the Agricultural (AG) District as a whole and will not cause adverse impacts by way of general unsightliness.*

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

1. This Conditional Use Permit grants approval for the operation of a Major Home

Occupation for the training and boarding of horses as described in the application materials dated received October 24, 2024 and kept on file with the Chisago County Department of Environmental Services and as conditioned herein.

2. The Major Home Occupation shall be limited to the training and boarding of no more than ten (10) customer-owned horses at any given time.
3. All Major Home Occupation activities taking place outside of the dwelling, including, but not limited to, delivery and collection of customer-owned horses and the training of customer-owned horses, shall be allowed on a year-round basis with hours of operation being 8:00 am to 8:00 pm.
4. In addition to the property owner and residents of the subject site, there shall be no more than five (5) employees on site at any given time.
5. The Major Home Occupation business shall not be open to the public. Additionally, no structure or land used in association with the business shall feature bleachers or general public seating areas.
6. No structure or land used in association with the Major Home Occupation shall be made available to be rented by the general public.
7. The facility shall not be used for public barrel racing competitions or any other equine competitions.
8. All animal waste shall be disposed of in a legal and appropriate manner.
9. To mitigate potential adverse impacts related to noise and appearance, the Major Home Occupation business shall be subject to the following:
   a. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
   b. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center, which meet or exceed 75% opacity within three years of the approval date, adjacent to the north property boundary extending from the driveway to the east property boundary. This screening shall be fully installed within one year of the date of Conditional Use Permit approval.
10. The permit holder shall utilize downcast LED lighting for all outdoor lighting.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Major Home Occupation, an increase in the number of employees, an increase in the number of horses trained and/or boarded, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Conditional Use Permit Amendment. The County acknowledges that the permit holder has obtained a building permit for the construction of the proposed arena,

and this structure shall be allowed with this approval so long as it's constructed in compliance with the building permit and all applicable codes and regulations.

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

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: December 18, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **9**
Title of Item for Consideration: Repeal and Enactment of County Zoning Ordinance; Shoreland Management Ordinance; and Subdivision Ordinance	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: The current Chisago County Zoning Ordinance was enacted by the Board of Commissioners as Ordinance No. 08-3 on December 30, 2008, and recorded as Document No. A-505824, and, from time to time, the County Board enacted various amendments to said Ordinance.

The current Chisago County Subdivision Ordinance was enacted by the Board of Commissioners as Ordinance No. 99-2 on May 19, 1999, and recorded as Document No. 011214, and, from time to time, the County Board enacted various amendments to said Ordinance.

The current Chisago County Shoreland Management Ordinance was enacted by the Board of Commissioners on October 5, 1992, and recorded as Document No. 247463, and, from time to time, the County Board enacted various amendments to said Ordinance.

Background: At the direction of the County Board, the County Planning Commission has completed a comprehensive update of the Chisago County Zoning Ordinance for the purposes of addressing outdated or obsolete regulations; allowing for new or modified land uses; modernizing and organizing the Zoning Ordinance to make it easier to interpret; and, ensuring that the Zoning Ordinance is compliant with State and Federal standards. In this long and exhaustive process, the Planning Commission Work Group (Planning Commission) held several work sessions, with the assistance and guidance of county staff and consultant Bolton & Menk.

On June 6, 2024, the Planning Commission conducted a public hearing regarding the proposed Zoning Ordinance, Subdivision Ordinance, and Shoreland Management Ordinance updates, at which it heard from the Director of Environmental Services and invited members of the public to comment. At the conclusion of the hearing, the

Planning Commission unanimously recommended approval of the draft Ordinances with certain amendments. Near final and final draft copy of the subject Ordinances were provided to the County Board of Commissioners earlier this Fall and formally on December 4, 2024.

In conjunction with the public hearing the draft Ordinances have been made available for viewing in-person at the Department of Environmental Services and on the Chisago County website pursuant to public hearing notification efforts initiated on May 2, 2024; subject to published notice of public hearing opportunity in the Chisago County Press (Official Newspaper of the County) and the County News Review newspapers on May 2, 2024; subject to public hearing notification efforts to all cities, townships, and relative State DNR and local agencies within the county, and subjected to multiple Chisago County Township Officers meeting presentation, survey, and engagement efforts as early as October 25, 2023.

During these wholesale Ordinance review and update proceedings, the Planning Commission considered and identified the following general land use issues and general purpose and goals in the conduct of their deliberations:

LAND USE ISSUES

- **New and modified uses.** People want to use their land in new or different ways, and the County needs to be responsive to requests to do so.
- **Managing impacts.** There are concerns about potential and actual impacts of adjacent uses, in terms of what should be allowed or prohibited and how it can be mitigated.
- **Transitional areas.** As areas grow and change, there are questions about what is appropriate compared to less developed areas.
- **Outdated regulations.** The current ordinance language has been incrementally updated over time, but in some cases is obsolete or incomplete in guidance.

PURPOSE OF PROPOSED AMENDMENTS

- **More user friendly**. Clean, modernize, and organize ordinances to make them easier for people to interpret and use.
- **Legally compliant**. Ensure that ordinances are up to date with current state and federal legal standards.
- **Streamlined processes**. Updating processes to work better and provide more streamlined approaches to development review and approval.

- **More development options**. Revised and expanded definitions of compatible land use types to allow property owners more flexibility.
- **Improved land use controls**. Updated and more detailed regulations to address spillover impacts and conflicts between uses.

As the Planning Commission progressed with many subtle and some more expansive Ordinance changes, the over simplified primary changes to each of the Ordinances presented for Board consideration are summarized as follows:

ZONING ORDINANCE PRIMARY CHANGES

- Updated and expanded guidance for both **rural retail tourism** and **major home occupations** to address issues with properties having adverse impacts on adjacent properties. The County's regulations have been challenged in the past for lack of specificity.
- Added detail regarding **accessory dwelling units**, including design, size, and location standards to ensure compatibility while giving property owners flexibility.
- Consolidated and clarified definitions for **RR** and **UFR** districts, including lot sizes and uses.
- Updated and developed guidance for **campsites** to better manage intensity and potential impacts.
- Added **duplex** and **townhome** type development options in RR and UFR districts.
- Added in some new uses like **EV charging stations** and **large scale battery storage**, so there will be guidance if they are proposed.
- Updated guidance for mitigating impacts like **noise limits** and **vegetative screening**.
- Updated **PUD** and **cluster development** guidance to simplify language and approach.

SUBDIVISION ORDINANCE PRIMARY CHANGES

- Updated **dimensions** for subdivision planning so it can more rationally fit.
- Updated and clarified guidance for **preliminary and final plat** processes to address unclear and/or outdated language, including adding definitions.
- Changed **parkland dedication** to provide more flexibility for in lieu cash contributions.

- Provided clearer language regarding requirements for and jurisdiction over **roadway design, signage, and other infrastructure**.

SHORELAND MANAGEMENT ORDINANCE PRIMARY CHANGES

- Major update of ordinance to align with **DNR model language**, governed by state statute.
- Includes multiple updates to **definitions and criteria**, including images and directions to clarify the guidance and how it applies.
- Note that the **St. Croix River overlays** overlap with shoreland areas. They are also governed by another part of state statute. For areas within both, the stricter applies (which varies by criteria).
- This ordinance is subject to **DNR review and approval**. It reflects their guidance and has been provided for their staff review.

Staff recommends proceeding with the adoption of each of the three land use Ordinances recommended by the Planning Commission and presented to the Board and acknowledges and congratulates the exhaustive work of the citizen volunteers of the county's Planning Commission. The Commission and county staff are energized to move forward into 2025 with these updated land use tools but also recognizes the importance of acknowledging what more can be done or is not included:

WHAT'S NOT INCLUDED

- Updates to the **county zoning map**, including the potential expansion and/or retraction of Rural Village Center (RVC) districts and thoughtful consideration of city and township zoning interactions. With Board support, this can be addressed via a subsequent step, in consultation with cities and townships, and Planning Commission study.
- Full guidance on **emerging issues**. With some topics, there is still emerging discussion regarding the best way to regulate their scope or scale (wedding venues, cannabis, etc.). With Board support and guidance, these issues can be addressed in future Planning Commission work sessions and ordinance amendment considerations.
- All **nuisance and licensing** issues. Some topics are better addressed by other regulations rather than land use zoning, for better more consistent or more expedient enforcement outcomes and tools (Example: Administrative Penalty, Nuisance Abatement Ordinances). Staff will always strive to present and encourage thoughtful alternatives and innovative approaches when increased

regulatory land use zoning controls may not be the only course of responsible action.

The Chisago County Planning Commission and Land Services/Zoning Division Staff recommend approval of the attached Ordinances of repeal and reenactment of the Zoning Ordinance; Shoreland Management Ordinance; and Subdivision Ordinance as presented or may be amended by the County Board.

Attachments:

- Draft Ordinance to Repeal and Reenact the Chisago County Zoning Ordinance and Summary Publication
- Draft Ordinance to Repeal and Reenact the Chisago County Shoreland Management Ordinance and Summary Publication
- Draft Ordinance to Repeal and Reenact the Chisago County Subdivision Ordinance and Summary Publication
- Summary of Proposed Zoning, Subdivision, and Shoreland Management Ordinance (2-page handout)

Action Requested/Recommended: It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve each of three presented Ordinances by repealing their existing copy and simultaneously reenacting newly updated and presented Ordinances as presented. The following is the suggested language for three separate motions:

1. ***"Move to Approve Ordinance No. 2024-1218-1, an Ordinance to Repeal and Reenact the Chisago County Zoning Ordinance and its Summary Publication and Recording as presented."***

And

2. ***"Move to Approve Ordinance No. 2024-1218-2, an Ordinance to Repeal and Reenact the Chisago County Subdivision Ordinance and its Summary Publication and Recording as presented."***

And

3. ***"Move to Approve Ordinance No. 2024-1218-3, an Ordinance to Repeal and Reenact the Chisago County Shoreland Management Ordinance and its Summary Publication and Recording as presented."***

Implications of Action: Recommended Board action grants the full repeal of the subject Ordinances and simultaneous enactment of the newly updated replacement Ordinances with an effective date of January 1, 2025. Recommended action also directs and approves the *summary* publication and recording of the updated replacement Ordinances, which can occur as early as December 26, 2024.

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. The County Attorney's Office has reviewed and approved of the three (3) Repeal and Reenact Ordinances as presented.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago COUNTY USA | BOARD OF COMMISSIONERS

NOTICE

Due to the size of the proposed Chisago County Zoning Ordinance, Shoreland Management Ordinance and the Subdivision Ordinance, each will be available at the Board meeting on December 18th, 2024.

However, if you would like to review any of the proposed ordinances before the December 18th Board meeting, please contact County Administrator Chase Burnham at 651-213-8877 or chase.burnham@chisagocountymn.gov.

Commissioner _____ offered Ordinance No. _____ and moved its enactment:

CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2025-1218-2

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY SUBDIVISION ORDINANCE

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

Section 1. That the current Chisago County Subdivision Ordinance was adopted by the Board of Commissioners as Ordinance No. 99-2 on May 19, 1999 and recorded as Document No. 011214, and, from time to time, the County Board enacted various amendments to said Ordinance.

Section 2. That the County initiated a comprehensive update of the Subdivision Ordinance for the purposes of addressing outdated or obsolete regulations; updating processes for more streamlined approaches to development; modernizing and organizing the Ordinance to make it easier to interpret; and, ensuring that the Ordinance is compliant with State and Federal standards.

Section 3. That the Planning Commission and Planning Commission Work Group held several work sessions, with the assistance and guidance of consultant Bolton & Menk, with the express intent to develop a draft of the comprehensive updated Subdivision Ordinance encompassing all of the purposes identified above.

Section 4. That notice was provided and on June 6, 2024, the Planning Commission conducted a public hearing regarding the draft updated Subdivision Ordinance, at which it heard from the Director of Environmental Services and invited members of the public to comment. The Planning Commission unanimously recommended enactment of the draft updated Subdivision Ordinance as detailed in the Planning Commission meeting minutes of June 6, 2024.

Section 5. That the Board of Commissioners received advance copy of the draft updated Subdivision Ordinance, as recommended by the Planning Commission, on December 4, 2024 and formally reviewed said Ordinance at its December 18, 2024 meeting.

Section 6. The Chisago County Subdivision Ordinance, enacted as Ordinance No. 99-2 and all amendments subsequently enacted thereto, are repealed in their entirety.

Section 7. The Chisago County Subdivision Ordinance, as incorporated herein and attached hereto as Attachment A, is reenacted.

Section 8. That the Board of Commissioners finds that publication of the full reenacted Chisago County Subdivision Ordinance would be cost prohibitive, and that publication of the title and a summary of the Ordinance will clearly inform the public of the intent and effect of the Ordinance. The Board of Commissioners hereby ordains that only the title of the Ordinance and a summary be published as follows:

CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY SUBDIVISION ORDINANCE

It is the intent and effect of this Ordinance to repeal the Chisago County Subdivision Ordinance and all amendments thereto in their entirety and reenact an updated Chisago County Subdivision Ordinance in their place.

The general purposes of the reenacted Chisago County Subdivision Ordinance are to protect the public health, safety, and welfare; protect the natural resources of the County; encourage well-planned, efficient, and attractive subdivisions with appropriate standards for design and construction; establish minimum standards for right-of-way and park land dedication; provide for the health and safety of residents by requiring properly designed streets and environmentally sound sewer and water systems; ensure that the costs of new development are borne by benefited properties and not the community at large; protect existing and future investments and property values; secure the rights of the public with respect to access to public lands and waters; promote and protect the compatibility of land uses; and, implement the Chisago County Comprehensive Guide Plan.

The purposes of the reenacted Chisago County Subdivision Ordinance are to address outdated or obsolete regulations; update processes for more streamlined approaches to development; modernize and organize the Ordinance to make it easier to interpret; and, ensure that the Ordinance is compliant with State and Federal standards. The reenacted Subdivision Ordinance includes sections titled: General Provisions; Definitions; Platting Procedure; Minimum Design Standards; Improvements; Other Types of Development; and, Administration and Enforcement. Most, if not all, sections of the Subdivision Ordinance have been impacted by passage of this Ordinance.

The full reenacted Chisago County Subdivision Ordinance is available for inspection by any person during regular business hours at the Chisago County Auditor-Treasurer's Office, 313 North Main Street, Suite 271/274, Center City,

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Minnesota, and the Chisago County Department of Environmental Services, 313 North Main Street, Suite 240, Center City, Minnesota. The full reenacted Chisago County Subdivision Ordinance may also be viewed at www.chisagocountymn.gov/Reeancted Chisago County Subdivision Ordinance.

Section 9. That this Ordinance and the Chisago County Subdivision Ordinance, as reenacted herein, shall become effective on January 1, 2025, after its passage and publication of the approved summary.

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: December 18, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Approved as to Form

JANET REITER
COUNTY ATTORNEY

By: */s/ Jeffrey B. Fuge* Date: December 10, 2024
Jeffrey B. Fuge, Assistant County Attorney

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

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Commissioner _____ offered Ordinance No. _____ and moved its enactment:

CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2024-1218-3

AN ORDINANCE TO REPEAL AND REENACT
THE CHISAGO COUNTY SHORELAND MANAGEMENT ORDINANCE

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

Section 1. That the current Chisago County Shoreland Management Ordinance was adopted by the Board of Commissioners on October 5, 1992 and recorded as Document No. 247463, and, from time to time, the County Board enacted various amendments to said Ordinance.

Section 2. That the County initiated a comprehensive update of the Shoreland Management Ordinance for the purposes of addressing outdated or obsolete regulations; allowing for new or modified land uses; modernizing and organizing the Ordinance to make it easier to interpret; and, ensuring that the Ordinance is compliant with State and Federal standards.

Section 3. That the Planning Commission and Planning Commission Work Group held several work sessions, with the assistance and guidance of consultant Bolton & Menk, with the express intent to develop a draft of the comprehensive updated Shoreland Management Ordinance encompassing all of the purposes identified above.

Section 4. That notice was provided and on June 6, 2024, the Planning Commission conducted a public hearing regarding the proposed Shoreland Management Ordinance update, at which it heard from the Director of Environmental Services and invited members of the public to comment. The Planning Commission unanimously recommended enactment of the draft updated Shoreland Management Ordinance as detailed in the Planning Commission meeting minutes of June 6, 2024.

Section 5. That the Minnesota Department of Natural Resources offered conditional approval of the draft updated Shoreland Management Ordinance by letter dated July 30, 2024.

Section 6. That the Board of Commissioners received advance copy of the draft updated Shoreland Management Ordinance, as recommended by the Planning Commission, on December 4, 2024 and formally reviewed said Ordinance at its December 18, 2024 meeting.

Section 7. The Chisago County Shoreland Management Ordinance, enacted on October 5, 1992 and all amendments subsequently enacted thereto, are repealed in their entirety.

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Section 8. The Chisago County Shoreland Management Ordinance, as incorporated herein and attached hereto as Attachment A, is reenacted.

Section 9. That the Board of Commissioners finds that publication of the full reenacted Chisago County Shoreland Management Ordinance would be cost prohibitive, and that publication of the title and a summary of the reenacted Ordinance will clearly inform the public of the intent and effect of the Ordinance. The Board of Commissioners hereby ordains that only the title of the Ordinance and a summary be published as follows:

CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REENACT
THE CHISAGO COUNTY SHORELAND MANAGEMENT ORDINANCE

It is the intent and effect of this Ordinance to repeal the Chisago County Shoreland Management Ordinance and all amendments thereto in their entirety and reenact an updated Chisago County Shoreland Management Ordinance in their place.

The general purposes of the reenacted Shoreland Management Ordinance are to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources.

The purposes of the updated Shoreland Management Ordinance, as reenacted, are to address outdated or obsolete regulations; allow for new and modified land uses; modernize and organize the Ordinance to make it easier to interpret; and, ensure that the Ordinance is compliant with State and Federal standards. The reenacted Shoreland Management Ordinance includes sections titled: Statutory Authorization and Policy; General Provisions and Definitions; Administration; Shoreland Classification System and Land Use Districts; Special Land Use Provisions; Dimensional and General Performance Standards; Performance Standards for Public and Private Facilities; Vegetation and Land Alterations; Subdivision / Platting Provisions; Planned Unit Developments (PUDs); Water Supply and Sewage Treatment; and, Date of Effect. Most, if not all, sections have been impacted by passage of this Ordinance.

The full reenacted Chisago County Shoreland Management Ordinance is available for inspection by any person during regular business hours at the

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Chisago County Auditor-Treasurer's Office, 313 North Main Street, Suite 271/274, Center City, Minnesota, and the Chisago County Department of Environmental Services, 313 North Main Street, Suite 240, Center City, Minnesota. The full reenacted Chisago County Zoning Ordinance may also be viewed at www.chisagocountymn.gov/Reeancted Chisago County Shoreland Management Ordinance.

Section 10. That this Ordinance and the Chisago County Shoreland Management Ordinance, as reenacted herein, shall become effective on January 1, 2025, after its passage and publication of the approved summary.

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: December 18, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Approved as to Form

JANET REITER
COUNTY ATTORNEY

By: */s/ Jeffrey B. Fuge* Date: December 10, 2024
Jeffrey B. Fuge, Assistant County Attorney

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

DRAFT

Commissioner _____ offered Ordinance No. _____ and moved its enactment:

CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2024-1218-1

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY ZONING ORDINANCE

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

Section 1. That the current Chisago County Zoning Ordinance was enacted by the Board of Commissioners as Ordinance No. 08-3 on December 30, 2008 and recorded as Document No. A-505824, and, from time to time, the County Board enacted various amendments to said Ordinance.

Section 2. That the County initiated a comprehensive update of the Chisago County Zoning Ordinance for the purposes of addressing outdated or obsolete regulations; allowing for new or modified land uses; modernizing and organizing the Zoning Ordinance to make it easier to interpret; and, ensuring that the Zoning Ordinance is compliant with State and Federal standards.

Section 3. That the Planning Commission and Planning Commission Work Group held several work sessions, with the assistance and guidance of consultant Bolton & Menk, with the express intent to develop a draft Zoning Ordinance encompassing all of the purposes identified above.

Section 4. That notice was provided and on June 6, 2024, the Planning Commission conducted a public hearing regarding the proposed Zoning Ordinance update, at which it heard from the Director of Environmental Services and invited members of the public to comment. The Planning Commission unanimously recommended approval of the draft Zoning Ordinance with certain amendments as detailed in the Planning Commission meeting minutes of June 6, 2024.

Section 5. That the Board of Commissioners received advance copy of the draft Zoning Ordinance, as recommended by the Planning Commission, on December 4, 2024 and formally reviewed said Ordinance at its December 18, 2024 meeting.

Section 6. That the Chisago County Zoning Ordinance, as enacted pursuant to Ordinance No. 08-3 and all amendments subsequently enacted thereto are repealed in their entirety.

Section 7. That the Chisago County Zoning Ordinance, as incorporated herein and attached hereto as Attachment A, is reenacted.

Section 8. That the Board of Commissioners finds that publication of the full reenacted Chisago County Zoning Ordinance would be cost prohibitive, and that publication of the title and a summary of the Ordinance will clearly inform the public of the intent and effect of the Ordinance. The Board of Commissioners hereby ordains that only the title of the Ordinance and a summary be published as follows:

CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY ZONING ORDINANCE

It is the intent and effect of this Ordinance to repeal the Chisago County Zoning Ordinance and all Amendments thereto in their entirety and reenact an updated Chisago County Zoning Ordinance.

The general purpose of the reenacted Chisago County Zoning Ordinance is to provide for and protect the public health, safety, and general welfare through the following objectives: to prevent the overcrowding of land; to promote orderly growth and development of the County; to limit congestion and promote safety in the public rights-of-way; to stage development to coincide with the efficient provision of necessary public services; to establish districts and regulate therein, the location and use of structures and land; to preserve the character and maintain property values within rural, residential, business, and industrial areas of the County; to protect long term agricultural opportunities in the County; to preserve natural resources and to preserve the environmental quality of the County; and, to ensure that legal and appropriate building standards are met.

The purposes of the reenacted Chisago County Zoning Ordinance are to address outdated and/or obsolete regulations; to allow for new or modified land uses; to modernize and organize the Ordinance to make it easier to interpret; and, to ensure that the Ordinance is compliant with State and Federal standards. The updated Zoning Ordinance includes sections titled: Title; Purpose; Definitions; General Provisions; Zoning District Provisions; Special Management Overlay Districts; Performance Standards; and, Administration and Enforcement. Most, if not all, sections have been impacted by passage of this Ordinance.

The full reenacted Chisago County Zoning Ordinance is available for inspection by any person during regular business hours at the Chisago County Auditor-Treasurer's Office, 313 North Main Street, Suite 271/274, Center City, Minnesota,

and the Chisago County Department of Environmental Services, 313 North Main Street, Suite 240, Center City, Minnesota. The full reenacted Chisago County Zoning Ordinance may also be viewed at www.chisagocountymn.gov/Reeancted Chisago County Zoning Ordinance.

Section 9. That this Ordinance and the Chisago County Zoning Ordinance, as reenacted herein, shall become effective on January 1, 2025, after its passage and publication of the above summary.

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: December 18, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Approved as to Form

JANET REITER
COUNTY ATTORNEY

By: */s/ Jeffrey B. Fuge* Date: December 10, 2024
Jeffrey B. Fuge, Assistant County Attorney

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: December 18, 2024	***Item Number:*** **10**
Title of Item for Consideration: Household Hazardous Waste Facility – General Contractors of MN, Inc. Construction Agreement	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Solid Waste / HHW Division

Previous Action on this Matter: In 2019, the Environmental Services Department (ESD) presented a facility study and site build-out plan for upgrading the Household Hazardous Waste Facility. In 2021 the county received a Greater MN Recycling Grant from the Minnesota Pollution Control Agency (MPCA,) to build the Recycling Yard Phase of the plan.

Following this success, the County pursued and was awarded the same grant a second time. This additional grant is dedicated towards the remaining phases of the project. The second grant agreement was approved on March 20, 2024, followed by the August 7, 2024, authorization to hire engineering firm Koma, Inc. to develop project plans and specifications. On November 6, 2024, the Board authorized the release of these plans and specs in a bid package to seek construction bids.

Background: Koma, Inc. *(engineering, architecture & planning firm)* created building plans, specifications, and bid documents, to complete the following facility improvements at the HHW in North Branch:

- Phase 1: Staging (warehouse) and Cold Storage Building Expansion (enclose south end) –of current facility, and as an alternate item in the bid to move flammables containment shed.
- Phase 2: Interior Staging Area Renovation – update current warehouse mechanical and electrical systems.
- Phase 4: Interior Office Renovation – update mechanical and electrical, modify interior walls/doors to create efficient work plan and expanded retail/reuse space, including Alternate-2 to replace the Facility boiler.

The original 2019 Pre-Design site build-out site plan included the above three phases, as well as a fourth phase adding a recycling yard to the rear of the HHW Facility. The Recycling Yard was completed with the help of a MPCA Grant, and successfully opened June of 2023

The project bid sought a base bid price for the office and warehouse renovation, a price for an Alternate-1 re-staging of the HHW Flammable shed out of the work area, and a price for an Alternate-2 which would replace the 25-year-old Facility boiler. The cost estimates from Koma, indicated the construction of the cold storage building component of the 2019 buildout study/plan would exceed grant funding limits so it was removed from the bid and is delayed for future consideration.

Two bids were received in by the due date of 1pm on Wednesday December 4th. The Apparent Low Bidder is General Contractors of Minnesota (GCM), who came in with a base bid cost of $303,790 plus $68,812 for Alternate-1 and $26,477 for Alternate-2, for a grand total of $399,079, which is within the Grant Budget. The other bidder was Rochon who came in with a grand total bid of $415,383.

Staff is recommends entering a construction contract with GCM to complete the renovation work at the HHW Facility as described in the contract documents. The timeframe for the project is April through October 2025. To commit and retain local ARPA funding as the grant match, a construction agreement must be signed by the end of 2024.

Attachment(s):

- Bid Tally Worksheet
- Email from Koma, Inc., recommending bid-award
- Chisago County Household Hazardous Waste (HHW) Renovation Construction Project Agreement
- GCM Bid Form

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Chisago County Household Hazardous Waste (HHW) Renovation Construction Agreement with General Contractors of Minnesota, Inc. The suggested motion is as follows:

"Move to Approve and Authorize Execution of Chisago County Household Hazardous Waste (HHW) Renovation Construction Agreement with General Contractors of Minnesota, Inc. and authorize $260,410 in previously dedicated ARPA funding in satisfaction of required MPCA grant match funding obligation".

***Implications of Action*:** Approving the Agreement with GCM, will allow the County to fulfill the requirements of the MPCA grant, and will allow for the upgrading and renovation of the aging HHW Facility, so that it can serve the residents of Chisago County into future years.

Budget/Financial Implications: The total MPCA Grant award was $249,766, plus the County match of $260,410, for a total of $510,176, minus the Koma, Inc. engineering contract of $85,150, leaves $425,026 remaining available for the project budget. The County match will be paid for through budget committed ARPA funds and is accounted for in the 14-392 HHW Budget.

Legal/Policy Implications: The County is following all statutory bidding requirements and the contract presented is approved as to form by the County Attorney's office.

C EB ***Administrator's Recommendation***

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Household Hazardous Waste (HHW) Renovati

Address: 39649 Grand Ave., North Branch Minnesota 55056

Architect: Koma Inc., 2051 Killebrew Dr., Ste. #680, Bloomington, MN 55425

Bids Received and Opened: 12/04/2024 @1:00pm CST

Company:		**GCM Construction**
Section Title:	**Item Description**	**Bid Price**
Base Bid:	Office & Warehouse Renovation	$303,790
Alternate #1:	Move Flam Shed	$68,812
Alternate #2:	Replace Boiler	$26,477
Grand Total:	Base + Alt #1 + Alt #2 =	**$399,079**

ion (QuestCDN Project #9389702)

Rochon
Bid Price
$319,120.03
$47,497
$48,856
$415,383.03

Contract for Chisago County HHW Renovation Construction Project

This Agreement entered into this _____ day of December 2024,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Environmental Services Department, 313 North Main Street, Suite 240, Center City, Minnesota, 55012

and the Contractor:

General Contractors of Minnesota, Inc.
2201 107th Lane NE
Blaine, MN 55449

The Project: To provide construction services to remodel the office and warehouse, and to relocate the flammable shed, at the Household Hazardous Waste Facility, for Chisago County.

Department: Chisago County Environmental Services Department
c/o: Lisa Thibodeau, Solid Waste Administrator
39649 Grand Avenue
North Branch, MN 55056
651-213-8923

Construction Project Manager: Krech, O'Brien, Mueller & Associates (Korma)
Jon LeNoble
2051 Killebrew Dr., Ste #680
Bloomington, MN 55425
651-789-4140
jlenoble@komainc.com

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

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

(A) This Contract;
(B) The Request for Proposal for Chisago County Household Hazardous Waste Renovation;
(C) The General Conditions of the Contract;
(D) The HHW Renovation Bid Set Specification;
(E) The HHW Renovation Bid Set Drawings;
(F) The HHW Renovation Addendum 01;
(G) Bonds and Insurance;
(H) The Contractor's final proposal – GCM Bid Form.
(I) Minnesota Statutes 2023, Article 471.425 prompt payment of local government bills. Attached herein.

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

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

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the Chisago County HHW Renovation Project, all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – EFFECTIVE DATE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Contract has an effective date of the date in which the County has signed the Contract.

3.2 Work to be performed under this Contract shall be commenced pursuant to section 3.4 immediately upon receipt of the fully executed Contract.

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

3.4 Construction operations shall not commence prior to Contract Approval, Notice to Proceed, receipt of permit, and Engineer approved progress schedule. Construction activities shall commence on April 28, 2025 and Construction operations shall be substantially complete by September 1, 2025, and fully complete by October 1, 2025.

ARTICLE IV – CONTRACT SUM

4.1 The County shall pay the Contractor, in current funds for the performance of all work and materials for completion of HHW Renovation Project, as provided in the Contract Documents and subject to additions and deductions by Change Orders, a sum not to exceed Three Hundred Ninety-nine Thousand Seventy Nine Dollars and no cents ($399,079.00). Such sum is comprised of interrelated work and materials, as follows:

Office and warehouse remodeling in an amount not to exceed, Three Hundred and Three Thousand, Seven Hundred and Ninety Dollars, and no cents ($303,790.00);

Relocation of the flammable shed from the remodel area in the amount not to exceed Sixty Eight Thousand, Eight Hundred and Twelve Dollars, and no cents ($68,812.00); and

Replacement of the facility boiler in an amount not to exceed: Twenty Six Thousand, Four Hundred and Seventy Seven dollars, and no cents ($26,477.00).

Contractor shall provide the County with itemized invoices which detail the work and materials provided with respect to each of these project areas.

ARTICLE V – PROGRESS PAYMENTS

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

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

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

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

ARTICLE VI – FINAL PAYMENT

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

ARTICLE VII – TERMINATION

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

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

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

ARTICLE VIII - INSURANCE

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

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

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

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

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

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

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

ARTICLE IX - INDEMNIFICATION

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

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

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

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County's consent will be contingent upon the assignee, the County and the Contractor entering into an assignment which binds the assignee to all terms and condition of this Project Contract

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

ARTICLE XI - NOTICES

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

The County:
Lisa Thibodeau, Solid Waste Administrator
39649 Grand Ave.
North Branch, MN 55056
(651) 213-8923 (office)
(651) 243-5286 (fax)
Lisa.Thibodeau@chisagocountymn.gov

The Contractor:
Kyle Bliss, Project Manager
General Contractors of Minnesota, Inc.
2201 107th Lane NE
Blaine, MN 55449
763-862-0005
kbliss@gcmcormpanies.com

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

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

12.2. The Contractor agrees that it shall retain any and all data and records concerning this Project Contract and the performance of this Project Contract for six (6) years after termination of this Project Contract. This provision shall survive termination of the contract, notwithstanding any term to the contrary.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

(C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
   (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
   (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
   (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota

Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIV – PREVAILING WAGE CONTRACT

14.1 To the extent applicable, Contractor and any subcontractor shall comply with prevailing wage requirements of the Minnesota Prevailing Wage Law.

ARTICLE XV – MISCELLANEOUS PROVISIONS

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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

COUNTY OF CHISAGO

BY: _____ Dated: _____
Marlys Dunne, Chair
Chisago County Board

Attest: _____

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____ Dated: December 11, 2024
Jeffrey B. Fuge
Assistant County Attorney

CONTRACTOR NAME

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

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

Print: _____

I, _____ (individual's name) the _____(title) of

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

Sworn before me this ___ day of _____, 20__

_____
Notary Public

471.425 PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS.

Subdivision 1. **Definitions.** For the purposes of this section, the following terms have the meanings here given them.

(a) "Contract" means any written legal document or documents signed by both parties in which the terms and conditions of any interest or other penalty for late payments are clearly stated.

(b) "Date of receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later.

(c) "Governing board" means the elected or appointed board of the municipality and includes, but is not limited to, city councils, town boards and county boards.

(d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the Metropolitan Council or any board or agency created under chapter 473.

Subd. 2. **Payment required.** A municipality must pay each vendor obligation according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the municipality in good faith disputes the obligation. Standard payment period is defined as follows:

(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

(b) For municipalities whose governing boards do not regularly meet at least once a month, the standard payment period is defined as 45 days after receipt of the goods or services or the invoice for the goods or services, whichever is later.

(c) For joint powers organizations organized under section 471.59, the standard payment period is within 45 days of the date of receipt.

Subd. 3. **Invoice errors.** If an invoice is incorrect, defective or otherwise improper, the municipality must notify the vendor within ten days of the date of receipt. Upon receiving a corrected invoice from the vendor, the municipality must pay the obligation within the standard payment period defined in subdivision 2.

Subd. 4. **Payment of interest on late payments required.** (a) Except otherwise provided in this section, a municipality shall calculate and pay interest to a vendor if the municipality has not paid the obligation according to the terms of the contract or, if no contract terms apply, within the standard payment period as defined in subdivision 2. The standard payment period for a negotiated contract or agreement between a vendor and a municipality which requires an audit by the municipality before acceptance and payment of the vendor's invoice shall not be begun until the completion of the audit by the municipality.

(b) The rate of interest calculated and paid by the municipality on the outstanding balance of the obligation not paid according to the terms of the contract or during the standard payment period shall be 1-1/2 percent per month or part of a month.

(c) No interest penalties may accrue against a purchaser who delays payment of a vendor obligation due to a good faith dispute with the vendor regarding the fitness of the product or service, contract compliance, or any defect, error or omission related thereto. If such delay undertaken by the municipality is not in good faith, the vendor may recover costs and attorney's fees.

(d) The minimum monthly interest penalty payment that a municipality shall calculate and pay a vendor for the unpaid balance for any one overdue bill of $100 or more is $10. For unpaid balances of less than $100, the municipality shall calculate and pay the actual interest penalty due the vendor.

Subd. 4a. **Prompt payment to subcontractors.** Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Subd. 5. **Applicability.** This section applies to all goods, leases and rents, and contracts for services, construction, repair and remodeling. Purchases from or contracts for service with a public utility as defined in section 216B.02 or a telephone company as defined in section 237.01 that has on file with the public utilities commission an approved practice regarding late fees are not subject to this section.

History: *1985 c 136 s 5; 1995 c 31 s 1*

EXHIBIT D
BID FORM

PART 1 GENERAL

1.01 BID INFORMATION

A. Bidder: General Contractors of Minnesota, Inc.

B. Project Name: Chisago County Household Hazardous Waste Renovation.

C. Project Location: 39649 Grand Avenue, North Branch, Minnesota 55056.

D. Owner's Name: Chisago County.

E. Architect's Name: Kerch, O'Brien, Muller & Associates (KOMA).

F. Architect Project Number: 24119.

1.02 CERTIFICATIONS AND BID

A. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by KOMA, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to execute the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID Three hundred three thousand seven hundred ninety Dollars ($ 303,790.00)

ADD ALTERNATE 1 Sixy-eight thousand eight hundred twelve Dollars ($ 68,812.00)

ADD ALTERNATE 2 Twenty-six thousand four hundred seventy-seven Dollars ($ 26,477.00)

1.03 BID BREAKDOWN

A. The following table must be completed although not every Item must have a cost indicated in each column. Each cost column must total an amount matching the sums indicated in Section 1.02.

ITEM	DESCRIPTION	COSTS ($)		
		BASE BID	ALTERNATE 1	ALTERNATE 2
1a	General Conditions	$22,513	$1,362	$1,200
1b	Supervision	$14,000	$4,000	$1,000
1c	Profit and Overhead	$43,300	$7,725	$3,477
2	Demolition / Temporary Construction	$19,000	$14,250	
3	Concrete	$3,200	$15,000	
4	Masonry	$1,975		
6	Wood, Plastics, and Composites	$31,495	$3,225	
7	Thermal and Moisture Protection	$33,905	$6,000	
8	Openings	$8,450		
9	Finishes	$17,802		
22	Plumbing	$2,500		
23	Heating, Ventilating, and Air Conditioning	$65,000		$19,000
26	Electrical	$32,000	$1,250	$1,800
32	Exterior Improvements	$8,650	$16,000	
	Total	$303,790	$68,812	$26,477

1.04 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work as indicated in the approved Construction Progress Schedule.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 11.19.2024.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.

1.06 PROPOSAL GUARANTY

A. A bid bond in an amount equal to at least 5% of the total amount of the base bid is submitted herewith as a proposal guaranty.

1.07 SUBMISSION OF BID

A. Respectfully submitted this 4th day of December, 2024.

B. Submitted By General Contractors of Minnesota, Inc. (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Russ Vinyard (Type or print name).

E. Title: Senior Estimator (Owner/Partner/President/Vice President).

F. Witness By: _____ (Handwritten signature).

G. Attest: Kyle Bliss (Handwritten signature).

H. By: Kyle Bliss (Type or print name).

I. Title: Project Manager (Corporate Secretary or Assistant Secretary).

J. Street Address: 2201 107th Lane NE.

K. City, State, Zip: Blaine, MN 55449.

L. Phone: 763-862-0005.

M. License No.: N/A.

N. Federal ID No.: 20-316393 (Affix Corporate Seal Here).

END OF EXHIBIT

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **11**
Title of Item for Consideration: 2025 Problem Materials Recycling Agreements	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning – Solid Waste

Previous Action on this Matter: Chisago County carries out an annual solid waste Recycling contract agreement process in partial fulfillment of State mandated recycling efforts. All Recycler Agreement's in 2025 are renewals of past contracts.

Background: The annual solid waste contract process involves multiple individual agreements for Recyclers as follows. Both agreements again include a one-time incentive payment, added to encourage increased recycling if haulers raise their year-to-year recycling rate, as calculated after final numbers are submitted in January.

Agreement renewals assist in reducing the cost of problem material recycling; formalize the collection and proper recycling of major appliances, waste tires, and electronics; and ensure that recycling programs are available to residents throughout the county. The program is financed through State Select Committee on Recycling and the Environment (SCORE) funds. The reduced costs for recycling by County residents is directly supported by a per item subsidy payment to Recycling Contractors who in turn provide reduced rates and recycling opportunities to Chisago County residents. The universal exhibit to each of the agreements outlines the recommended per item subsidy rates, as determined through annual review of the program. Contractors are engaged through a request for proposal process and their pricing and locations. As recycling markets for electronics and appliances/metal remain relatively decent, after analyzing current commodity markets and speaking with recyclers, it is recommended that the subsidy prices remain unchanged from the previous year (2024). Continued support of recycling through this subsidy program is recommended to help keep recycling prices and options reasonable and available for county residents. **Contract's renewals are presented for AAA; Evergreen Recycling; Recycling For Wildlife; and SRC.**

***Attachments*:**

- Recycler Recycling Contracts (*available with the Clerk of the Board*)

***Action Requested/Recommended*:** It is respectfully requested that the Chisago County Board affirmatively consider renewing the various Recycling Agreements with AAA Recycling, Evergreen Recycling LLC, Recycling For Wildlife, and SRC Inc.. The suggested motion to approve this action are as follows:

"Move to approve the 2025 Recycler Contracts with AAA Recycling; Evergreen Recycling; Recycling For Wildlife; and SRC Inc. as presented"

***Implications of Action*:** The Recycling Agreements will help lower the cost for recycling problematic items such as electronics, appliances, tires and mattresses for County residents and support the availability of a variety of recycling outlets.

Budget/Financial Implications: The Hauler and Recycler Contract funds come from State SCORE funding which must be spent on recycling functions at the local level. Chisago County SCORE funding received in 2024 was $170,695. The amount allocated for 2025 in the 14-390-SCORE proposed budget for Problem Materials Recycling is as follows: Tire & Appliances - $35,000; Mattresses - $12,000; and electronics $28,000.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. All agreements require basic review as to form by the Chisago County Attorney prior to final execution.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **12**
Title of Item for Consideration: Water Quality Reporting Contract - Chisago Soil and Water Conservation District	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: Chisago County has approved biannual professional and technical services contracts with the Chisago Soil and Water Conservation District (SWCD) since 2011. These contracts have included assessing 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 May 6, 2024, the Chisago Lakes Lake Improvement District (CLLID) passed a motion to propose to the Chisago County Board of Commissioners that the Water Resources Department assume sample analysis and report preparation costs associated with the CLLID's water quality monitoring program beginning in 2025. On June 3, 2024, the CLLID approved their 2025 Draft Budget Request that does not include CLLID funds for water quality monitoring assessment of lakes located in the CLLID.

On December 4, 2024, the Chisago County Board of Commissioners approved the FY 2025 budget and spending a total of $8,000 in Water Plan funding in 2025 to complete the water quality monitoring assessment and report for all lakes located in the county, including lakes within the CLLID.

Background: The Professional/Technical Services Contract Between the Chisago County Environmental Services Department and Chisago Soil and Water Conservation District attached outlines the scope of services not to exceed $8,000.

If approved, 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 2024. Results from lakes

monitoring in 2024 will be assessed and compiled into a report showing all data relative to State approved water quality standards and expected levels.

***Attachment(s)*:**

- Professional/Technical Services Contract Between Chisago County Environmental Services Department and Chisago Soil and Water Conservation District

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

"Move to Approve the Professional/Technical Services Contract Between the Chisago County Environmental Services Department and Chisago Soil and Water Conservation District for Water Quality Monitoring Assessment as presented at tonight's meeting:"

***Implications of Action*:** Recommended Board action would authorize 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 up to $8,000 in County Water Plan funding 611. The CLLID will no longer be using CLLID funds for the water quality monitoring assessment.

***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 Recommendation

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT BETWEEN CHISAGO COUNTY ENVIRONMENTAL SERVICES DEPARTMENT AND CHISAGO SOIL AND WATER CONSERVATION DISTRICT

THIS CONTRACT, and any subsequent amendments and supplements thereto, is between the County of Chisago, a body politic and corporate (hereinafter "the County") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago.

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

WHEREAS, the SWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and

WHEREAS, the SWCD has an interest in assisting the Chisago County Environmental Services Department with the completion an assessment of the water quality monitoring completed by local volunteers, SWCD staff, Chisago County staff, and/or CLLID staff during the summer of 2024.

NOW THEREFORE, it is agreed:

1. SCOPE OF WORK: Work to be performed by the SWCD staff includes:
   - Results from lakes monitoring in 2024 will be assessed and compiled into a report showing all data relative to State approved water quality standards and expected levels. This report will include data collected by local volunteers, SWCD staff, Chisago County staff, and/or CLLID staff. Data will be relayed in an easy-to-understand context to share this data with other landowners and lake users in Chisago County. Data will be entered into MPCA database. Monitoring reports will be available on the Chisago SWCD website and by request to the Chisago SWCD.

2. FEES AND COMPENSATION: Cost for services for this agreement shall not exceed $8,000.00. An invoice that details the work performed by the SWCD staff shall be submitted to the Chisago County Water Resource Manager on a quarterly basis. Invoices will indicate hours and mileage by personnel and project work task. The SWCD will bill at a rate not to exceed:

Technical/Specialist Staff: $70/hour
Engineering Specialist: $90/hour

All mileage will be reimbursed at the current IRS approved mileage rate. Payment shall be made promptly by the County after presentation of validated invoice and acceptance of the service by the County's authorized representative.

3. TERM OF AGREEMENT: The effective date of the agreement is January 1, 2025 and will continue until December 31, 2025.

4. 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:	Susanna Wilson Witkowski, Water Resource Manager
Address:	313 North Main Street, Suite. 240, Center City, MN 55012
Telephone:	651-213-8380
E-Mail:	susanna.wilson@chisagocountymn.gov

B. The SWCD's authorized representative for the purpose of administration of this contract is:

Name:	Craig Mell, District Administrator
Address:	38814 Third Avenue, North Branch, MN 55056
Telephone:	651-674-2333
E-Mail:	craig.mell@mn.nacdnet.net

5. CANCELLATION AND TERMINATION:

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

B. Termination for Insufficient Funding. County may immediately terminate this 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 SWCD within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the SWCD will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. ASSIGNMENT: The SWCD shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

7. LIABILITY & INSURANCE:

A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the SWCD or SWCD agents or employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this contract. Likewise the County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Contract.

B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) liabilities. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.
✓ General Liability; □ Professional Liability; ✓ Automobile Liability
-At coverages of $500,000/claim; $1,500,000/occurrence
✓ Workers' Compensation, as required by Minnesota law; □ Other _____

8. WORKER'S COMPENSATION. The SWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The SWCD's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

9. GOVERNMENT DATA PRACTICES ACT. The SWCD and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in

accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the SWCD 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 SWCD or County.

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

The SWCD hereby assigns to County all rights, title and interest to the MATERIALS. The SWCD shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the SWCD, 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 SWCD, its employees and any subcontractors, and the SWCD shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the SWCD's obligations under this contract without the prior written consent of County's authorized representative.

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

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

11. JURISDICTION AND VENUE. This 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.

12. 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.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SWCD 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.

14. SUBCONTRACTING AND ASSIGNMENT. SWCD shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

15. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Amendment on the Date(s) indicated below and shall take effect upon January 1, 2025, irrespective of the dates of signatures below.

CHISAGO COUNTY

By:_____
Chair of the Board
Chisago County Board of Commissioners

Date:_____

Witnessed:_____
Clerk to the Board

Date:_____

CHISAGO SWCD

By:_____
Chair of the Board
Chisago Soil and Water Conservation District

Date:_____

Witnessed:_____
District Administrator

Date:_____

Reviewed/Approved by County Attorney:

By:_____
Chisago County Attorney

Date:_____

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **13**
Title of Item for Consideration: Lake Improvement District – Weir Repair Contract with Peterson Companies, Inc.	
Action Requested by: Ben Elfelt, Administrator	***Department:*** Lake Improvement District
Previous Action on this Matter: None.	

Background: In 2023, the Lake Improvement District Board approved the inspection of the Lofton Avenue and Lake Ellen weir. The inspections resulted in the discovery of structural deficiencies that required repair. In the spring of 2023, the Lake Improvement District Board contracted with Collins Engineers, Inc., to engineer, design, and solicit bids for the repair for both structures.

At the special meeting of Lake Improvement District Board, on December 9, 2024, the Board recommended approval of the contract with Peterson Companies Inc., to repair both weirs, no later than November 2025.

Attachment(s):

- Peterson Companies Inc., Contract
- Accepted Demand Promissory Note

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Peterson Companies Inc., Construction Contract for Weir Rehabilitation of Lake Ellen and Lofton Avenue Weirs.

"Move to approve the Peterson Companies Inc., Construction Contract for Weir Rehabilitation of Lake Ellen and Lofton Avenue Weirs. in the LID."

Implications of Action: Approval of the construction contract, allows the LID to immediately begin the repair the weirs.

Budget/Financial Implications: A loan of $300,000 from County Fund Balance to the LID.

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

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

Project Contract for Weir Rehabilitation and Replacement

This Agreement entered into this ___ day of December 2024.

Between the County:

County of Chisago, a body politic and corporate, on behalf of the Chisago Lakes Improvement District, 313 North Main Street, Rm 240, Center City, Minnesota,

and the Contractor:

Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013

The Project: Weir Rehabilitation of Lake Ellen and Lofton Avenue Weirs

County's Contract Administrator:

Ben Eifeldt, Chisago Lakes Improvement Administrator
Chisago County Environmental Services Department
313 North Main Street, Rm 240
Center City, MN 55012
Tel: 651-213-8383
Email: Benjamin.Elfelt@chisagocountymn.gov

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

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

(A) This Contract and Documents Referenced Herein

(B) The Advertisement, Instructions, Designs and Specifications, and Forms for Submission of Bids;

(C) The Bid, Proposal and Documents Incorporated therein

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

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

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the Rehabilitation of the Lake Ellen and Lofton Avenue Weirs, all in conformance with the Contract Documents as listed in Article I.

2.2 The Contractor will complete the rehabilitation of the Lake Ellen and Lofton Avenue (conditional) Weirs, in accordance with the Desing Plans, Specifications, and Special Provisions as presented in the advertisement for bid.

2.3 The Contractor omitted the price for Bid Item Number 2478.618 (Cleaning and Painting of the Steel. The County will address this omission by either a change order to this Contract or by separate contract with another construction company.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Contract shall be effective on the date on which the Contract has signed the Contract and shall remain in effect until November 30, 2025 or until all obligations set forth in this Contract have been satisfactorily fulfilled, whichever occurs first.

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

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

3.4 The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and the approval of the progress schedule by the County's Contract Administrator. The Contractor shall notify the County's Contract Administrator, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the County's Contract Administrator, in writing, its constructions schedule prior to the preconstruction meeting.

ARTICLE IV – CONSIDERATION AND TERMS OF PATYMENT

4.1 Consideration: Compensation paid to Contractor for all work performed and goods or materials supplied by the Contractor shall be **Four Hundred and Twelve Thousand, Fifty Dollars** ($412,050.00) subject to additions and deductions. All charges incurred in the performance of the Contract shall be itemized on the invoice of Contractor consistent with the per unit item price reflected on Contractor's proposal.

4.2 Terms of Payment: Payment shall be made by County promptly after the Contractor's presentation of invoices for work performed and goods or materials supplied and after acceptance of such work and goods or materials by County's authorized representative. All work 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 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.

ARTICLE V – PROGRESS PAYMENTS

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

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

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

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

ARTICLE VI – FINAL PAYMENT

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

ARTICLE VII – TERMINATION

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

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

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

ARTICLE VIII - INSURANCE

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

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

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of $1,000,000 for each occurrence; and no less than $2,000,000 aggregate.

8.4. Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least $1,000,000 per each occurrence.

8.5 Chisago County shall be named as an additional insured for all insurance coverages, with exception of Workers' Compensation coverage.

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

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

ARTICLE IX - INDEMNIFICATION

9.1 To the extent caused by the negligent acts or omissions of the Contractor or those they are legally liable, Contractor shall indemnify and save harmless the County, its employees, its insurer and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such act or omission that negligence of the County or its representatives contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII. This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County will not consent to assignment unless the assignment agreement binds the assignee to perform all duties and obligations of the Contract as required by this Contract, including, but not limited to, Contractor's responsibility for payment of subcontractors.

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

ARTICLE XI - NOTICES

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

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

Name:	Benjamin Elfelt
	Administrator, Chisago Lakes Lake Improvement District
Address:	313 North Main Street, Suite 240, Center City, MN 55012
Telephone:	(651) 213-8383
E-Mail:	Benjamin.elfelt@chisagocountymn.gov
Fax:	

The Contractor's authorized representative for the purpose of administration of this contract is:

Name:	Luke Kowarsch
Company:	Peterson Companies, INC.
Address:	8326 Wyoming Trail, Chisago City, MN 55013
Telephone:	(651) 257-0307
E-Mail:	lkowarsch@petersoncompanies.net

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

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents,

papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2. The Contractor shall retain any and all data and records related to this Contract for a period not less than six (6) years after completion of all duties and responsibilities required of Contractor pursuant to this Contract.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

(C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
   (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
   (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.

4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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

COUNTY OF CHISAGO

BY: _____ Dated: _____
Marlys Dunne, Chisago County Board Chair

Attest: _____
Christina Vollrath, Clerk to the Board

Reviewed and approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____ Dated: December 12, 2024
Jeffrey B. Fuge, Assistant County Attorney

CONTRACTOR: PETERSON COMPANIES, INC.

STATE OF MINNESOTA)
) SS.
COUNTY OF CHISAGO)

By: _____ Dated: _____
Jonathan M. Peterson, President

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

Sworn before me this ___ day of _____, 20__

_____
Notary Public

DEMAND PROMISSORY NOTE

$300,000.00

Center City, Minnesota
Dated: _____

WHEREAS, the CHISAGO LAKES LAKE IMPROVEMENT DISTRICT (CLLID), a duly established Lake Improvement District established pursuant to the statutes of State of Minnesota, §§ 103B.501 *et seq,* and under the authority of the Chisago County Board of Commissioners, seeks funding for a Weir replacement project, an authorized project within the authority of the CLLID;

WHEREAS, options for addressing this financial need have been reviewed and funding through other sources have been sought, specifically including successfully utilizing American Recovery Plan Act (ARPA) funds, possible bonding which was not found to be a viable funding option, and county program aid which was not determined to be an appropriate option;

WHEREAS, the CHISAGO COUNTY BOARD OF COMMISSIONERS agrees to loan to the CLLID a sum of Three hundred thousand and no/100 Dollars ($300,000.00) (the “principal”) from existing fund balances for which Chisago County will not levy, tax, charge or otherwise secure additional financing to secure funds loaned to CLLID;

WHEREAS, the CLLID agrees and commits to levy and secure the requisite revenue annually to meet and satisfy the obligation to be paid by the CLLID to Chisago County following the payment schedule consistent with the Loan Amortization Schedule (which is attached and incorporated herein);

NOW THEREFORE, BE IT AGREED, FOR VALUE RECEIVED, the undersigned lawful representative of the CHISAGO LAKES LAKE IMPROVEMENT DISTRICT (CLLID), (hereinafter also referred to as the "Maker"), in exchange for a Loan in the sum, promises to pay to the

order of CHISAGO COUNTY, a political subdivision under that State of Minnesota (Holder), located at 313 North Main Street, Center City, Minnesota, or such other place as shall be designated by Holder the sum of Three hundred thousand and no/100 Dollars ($300,000.00) (the "principal"), together with the interest thereon at the rate of 2.5% per annum in accordance with this Promissory Note ("Note") for the purpose of CLLID Wier Replacement.

The principal balance and all accrued interest are fully due and payable by the CLLID, per the payment schedule, with the final payment on or before the Maturity date (as defined below), unless required sooner under the terms hereof.

NOW, THEREFORE, BE IT AGREED:

1. **Definitions.** The following terms have the following meanings wherever they are used in this Promissory Note:

   (a) "Loan" means all amounts advanced hereunder plus all interest, charges and fees due to Holder hereunder.

   (b) "Maturity Date" means June 1, 2033.

2. **Principal plus Interest Payments.** Maker agrees to pay installments toward the principal plus interest on or before the first of every month consistent with the Loan Amortization Schedule attached hereto and incorporated herein by reference.

3. **Payment of Principal.** Maker agrees to pay any unpaid Principal, plus any accrued but unpaid interest thereon, on the earlier of (a) Ninety (90) days after receipt of a written demand for payment thereof by Holder; or (b) Seven (7) years from the date of the Loan/issuance of Promissory Note, plus 180 days.

4. **Prepayment.** This Promissory Note may be prepaid in full or in part at any time without premium or penalty.

5. **Defaults.** (a) If Maker fails to pay any sum to Holder as and when the same becomes due, or breaches any provision contained herein which default is not cured within sixty (60) days of Maker's receipt of written notice thereof from Holder, then Holder shall have, besides any and all other rights, remedies, and recourse available to Holder, the right and option to declare the unpaid principal balance and accrued interest on this Promissory Note immediately due and payable, and to foreclose all liens and security interests securing the payment of the same and to invoke all rights, remedies, and recourse relating thereto.

(b) The remedies of Holder may be pursued singly, successively, or together, at the sole discretion of Holder, and may be exercised as often as occasion arises. No act of omission or commission of Holder, including any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or releases to be effective only as set forth in a written document executed by Holder and then only to the extent specifically recited.

(c) A waiver or release for one event or occurrence by the Holder shall not be construed as continuing as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to any subsequent event or occurrence.

6. **Waivers.** Maker waives presentment for payment, protest, notice of nonpayment, and notice of dishonor.

7. **Governing Law, Jurisdiction, and Venue.** This Promissory Note shall be governed by, interpreted, and enforced under the laws of Minnesota, without giving effect to its conflict of laws provisions. Any litigation between the Parties shall be conducted exclusively in Chisago County, Minnesota. Each Party consents to the jurisdiction and venue of the courts described above.

ACKNOWLEDGMENT OF RECEIPT AND INTENT TO BE BOUND.

Dated: Dec 9TH 2024

MAKER:
Chisago Lakes Lake Improvement District:

By: Michael J Morgan

Its: LID Board Chair

By: _____

Its: LID Administrator

Dated: _____

HOLDER:
County of Chisago:

By: _____

Its: Chair of Board of Commissioners

By: _____

Its: Clerk to the Board

Reviewed as to form by:

Chisago County Attorney

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **14**
Title of Item for Consideration: 2025-26 Professional Technical Services Contract and corresponding Statement of Work, between Chisago County and the Chisago Soil and Water Conservation District	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning on behalf of the Chisago Lakes Lake Improvement District
Previous Action on this Matter: Chisago County has approved biannual Professional Technical Services contracts with Chisago Soil and Water Conservation District since 2011.	
Background: At the request of the Chisago Lakes Lake Improvement District (LID), County Board consideration of the proposed 2025-26 Professional Technical Services Contract in the amount of $68,000 is respectfully requested. If approved, five work tasks will be performed for the LID by the Chisago SWCD: • Coordinate implementation of Best Management Practices projects identified in stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes Watershed. • Provide general maintenance of stormwater Best Management Practices that have been installed throughout the Chisago Lakes Chain of Lakes Watershed. • Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the LID. • Implement a landowner cost share program for installation of urban, rural and shoreland best management practices within the LID **Attachment(s):** • 2025-26 Professional Technical Services Contract	
Action Requested/Recommended: The LID Board respectfully requests	

that the Board of Commissioners affirmatively consider approval of the 2025-26 Professional Technical Services Contract. The suggested motion to approve this action is as follows:

"Move to Approve the 2025-26 Professional Technical Services Contract and Corresponding Statement of Work, with the Chisago Soil and Water Conservation District."

Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.

Budget/Financial Implications: The work tasks in the 2025-26 Contract are included in the proposed 2025 LID budget and were approved by the LID Board at their December 2, 2024 meeting. The total 2025-26 contract amount is $68,000.

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

Administrator's Recommendation

Approve _CEB_	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Contract # 2025-1

PROFESSIONAL/TECHNICAL SERVICES CONTRACT
By and Between Chisago County and
Chisago Soil and Water Conservation District

THIS CONTRACT, and any subsequent amendments and supplements thereto, is between the County of Chisago, a body politic and corporate (hereinafter "the County") on behalf of the Chisago Lakes Lake Improvement District (hereinafter, "the CLLID") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago.

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

WHEREAS, SWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and

WHEREAS, SWCD has the interest and possesses the professional and technical expertise to assist the CLLID in meeting the goals of the approved CLLID Water Resources Management Plan; and

WHEREAS, the SWCD represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

1. SCOPE OF WORK: Work to be performed by the SWCD staff includes, but is not limited to:

- Exhibit A: Goal 3, Obj. 2: Matching Funds – Install Projects: $40,000
- Exhibit B: Goal 3, Obj. 3: Best Management Practice Maintenance: $8,000
- Exhibit C: Goal 6, Obj. 1: Lakeshore and Urban Restoration: $10,000
- Exhibit D: Goal 6, Obj. 2: Landowner Cost Share Program: $10,000

2. FEES AND COMPENSATION: An invoice that details the work performed by the SWCD staff shall be submitted to the CLLID on a monthly basis. Invoices will indicate hours and mileage by personnel and project work task. The SWCD will bill at a rate not to exceed:

Technical/Specialist Staff: $70/hour
Engineering Specialist: $95/hour

All mileage will be reimbursed at the current IRS approved mileage rate. Payment shall be made promptly by the County after presentation of validated invoice and acceptance of the service by the County's authorized representative.

3. TERM OF AGREEMENT: The effective date of the agreement is January 1, 2025 and will continue until December 31, 2026.

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

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

Name: Benjamin Effelt or successor
Address: 313 North Main Street, Rm. 240, Center City, MN 55012
Telephone: 651-213-8383
E-Mail: Benjamin.Elfelt@chisagocountymn.gov

B. The SWCD's authorized representative for the purpose of administration of this contract is:

Name: Craig Mell or successor
Address: 38814 Third Avenue, North Branch, MN 55056
Telephone: 651-674-2333
E-Mail: craig.mell@mn.nacdnet.net

5. CANCELLATION AND TERMINATION:

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

B. Termination for Insufficient Funding. County may immediately terminate this 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 SWCD within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the SWCD will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. ASSIGNMENT: The SWCD shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

7. LIABILITY & INSURANCE:

A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the SWCD or SWCD agents or employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this contract. Likewise the County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Contract.

B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) liabilities. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.
✓ General Liability; □ Professional Liability; ✓ Automobile Liability
-At coverages of $500,000/claim; $1,500,000/occurrence

✓ Workers' Compensation, as required by Minnesota law; □ Other _____

8. WORKER'S COMPENSATION. The SWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The SWCD's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

9. GOVERNMENT DATA PRACTICES ACT. The SWCD and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the SWCD 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 SWCD or County.

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

The SWCD hereby assigns to County all rights, title and interest to the MATERIALS. The SWCD shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the SWCD, 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 SWCD, its employees and any subcontractors, and the SWCD shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the SWCD's obligations under this contract without the prior written consent of County's authorized representative.

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

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

11. JURISDICTION AND VENUE. This 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.

12. 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.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SWCD 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.

14. SUBCONTRACTING AND ASSIGNMENT. SWCD shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

15. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Contract on the Date(s) indicated below and shall take effect upon January 1, 2024, irrespective of the dates of signatures below.

CHISAGO COUNTY:

By:_____
Chair of the Board, Chisago County Board of Commissioners

Date:_____

Witnessed: _____
Clerk to the Board

Date:_____

CHISAGO SWCD:

By:_____
Chair of the Board, Chisago Soil and Water Conservation District

Date:_____

Witnessed:_____
District Administrator

Date:_____

CHISAGO LAKES LAKE IMPROVEMENT DISTRICT:

By:_____
Chair of the Board, Chisago Lakes Lake Improvement District

Date:_____

Witnessed: _____
District Administrator

Date:_____

Reviewed/Approved by County Attorney:

By:_____
Jeffrey B. Fuge
Assistant County Attorney

Date: December 12, 2024

Exhibit A: Goal 3, Obj. 2: Matching Funds – Install Projects: $40,000 from FY 2024 Budget

1. **Task**
   The SWCD will continue to coordinate the delivery of the CLLID Best Management Practice (BMP) cost-share program in conjunction with the SWCDs State and Federal grants to implement BMPs identified in the stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes watershed. Program materials will include application forms, evaluation criteria, information packets, annual reports, and other items as needed to ensure a smooth-running cost-share program. Overall program coordination, summary reports, and ongoing program evaluation will be provided by the SWCD.

2. **Outreach**
   Targeted and broad-based outreach techniques will be used to generate interest in the cost-share program. Outreach will be coordinated with the CLLID and other SWCD activities.

3. **Project Database**
   Project information will be tracked in a database and locations will be mapped in Geographic Information Systems (GIS).

4. **Site Reviews and Project Evaluation**
   The SWCD, utilizing the completed stormwater retrofit assessments, will prioritize catchments to work in and contact landowners to begin the process of identifying potential BMP implementation. Other activities will include determining site specific BMP Program eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs.

5. **BMP Design and Contractor Assistance**
   The SWCD will coordinate BMP design assistance. Design support will be provided by SWCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. The SWCD will assist landowners with obtaining qualified contractors to install BMPs.

6. **Construction Monitoring (Site inspections)**
   The SWCD will monitor construction activities to verify proper implementation of BMPs.

7. **Long Term Monitoring**
   The SWCD will provide long term monitoring of installed BMPs.

8. **Cost Share Contracts and Payment**
   The SWCD Board will approve all cost share contracts per the requirements of CLLID resolutions 11/0404-1 and 11/0801-3. The SWCD Board will certify all projects as complete and issue a final payment. Upon final payment being made by the SWCD, the SWCD will invoice the CLLID for their portion of the cost share project.

9. **Communication with CLLID Board**
   The SWCD will regularly communicate with CLLID Board on project selection and status.

10. **Miscellaneous Services**
    Other services will be provided as requested by the CLLID to implement and carry out the CLLID cost share program.

Exhibit B: Goal 3, Obj. 3: Best Management Practice Maintenance: $8,000 from FY2024 Budget

1. **Task**
   SWCD Staff will provide the CLLID with general maintenance of stormwater Best Management Practices (BMPs) that have been installed throughout the Chisago Lakes Chain of Lakes. Priority given to projects installed on County owned property. General maintenance of water quality BMPs includes: weeding, replacing plants, replacing mulch, removing trash, trimming plants, removing leaves, removing built up sediment, and minor consturction work to fix onsite problems with the water quality BMP.

Exhibit C: Goal 6, Obj. 1: Lakeshore and Urban Restoration: $10,000 from FY2024 Budget

1. **Task**
   Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the CLLID.

2. **Outcomes**:
   - Assist individual landowners with their natural resource questions and concerns.
   - Make onsite natural resource investigations as requested by individual residents.
   - Assist landowners by evaluating runoff, erosion, and other watershed features as requested.
   - Assist landowners with developing restoration plans.
   - Provide planning, design, and engineering best management practice assistance for erosion, sediment control projects, and other water quality needs.
   - Layout and supervise construction of erosion control projects using cost share and grant dollars when available, and certify implementation.
   - Provide long term monitoring of installed BMPs.

Exhibit D: Goal 6, Obj. 2: Landowner Cost Share Program: $10,000 from FY 2024 Budget

1. **Task**
   The SWCD will coordinate the delivery of the CLLID Landowner Cost Share Program in conjunction with other SWCD grant programs. 100% of these funds will be utilized as landowner cost share to implement BMPs throughout the watershed. Program materials will include application forms, evaluation criteria, information packets, annual reports, and other items as needed to ensure a smooth-running cost-share program. Overall program coordination, summary reports, and ongoing program evaluation will be provided by the SWCD. Projects eligible for the CLLID Landowner Cost Share Program include rain gardens, shoreline restorations, and other best management practices in high priority areas that are not included in Exhibit C: Goal 3, Obj. 2: Matching Funds of this contract.

2. **Outreach**
   The Chisago SWCD and the CLLID will advertise that financial cost-share assistance is available as staff time is available.

3. **Site Reviews and Project Evaluation**
   The SWCD will conduct site visits with interested landowners. Activities will include determining site specific BMPs eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs.

4. **BMP Design and Contractor Assistance**
   The SWCD will coordinate BMP design assistance. Design support will be provided by SWCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. The SWCD will assist landowners with obtaining qualified contractors to install BMPs.

5. **Construction Monitoring (Site inspections)**
   The SWCD will monitor construction activities to verify proper implementation of BMPs.

6. **Long Term Monitoring**
   The SWCD will provide long term monitoring of installed BMPs with permission from the landowner.

7. **Cost Share Contracts and Payment**
   The SWCD Board will approve all cost share contracts per the criteria established by the CLLID Board. The SWCD Board will certify all projects as complete and issue a final payment. Upon final payment being made by the SWCD, the SWCD will invoice the CLLID for their portion of the cost share project.

8. **Communication with CLLID Board**
   The SWCD will regularly communicate with CLLID Board on project selection and status.

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **15**
Title of Item for Consideration: 2025 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. (EOR)	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning – on behalf of the Chisago Lakes Lake Improvement District (LID)

Previous Action on this Matter: Chisago County has approved annual General Engineering and Administrative Services agreements with EOR since 2010.

In fall, 2016, the Chisago Lakes Lake Improvement District solicited Request for Services proposals to provide ongoing engineering consultant services from 7 water resource engineering firms. A subcommittee of the LID evaluated the proposals received. EOR scored highest for matching the needs of the LID. EOR fees were lowest. The subcommittee recommended EOR continue to be the primary engineering consultant for the LID.

Background: At the request of the LID, County Board consideration of the proposed 2025 General Engineering and Administrative Services agreement, along with additional tasks: Carp Management, and Aquatic Plant Point Intercept Surveys is respectfully requested.

Attachments:

- 2025 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. for the Chisago Lakes Lake Improvement District.
- EOR Memo 2025 Aquatic Plant Point-Intercept Surveys
- EOR 2025 Hourly fee schedule

Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2025 General Engineering and Administrative Services Agreement between Chisago County and Emmons and Olivier Resources, Inc. along with Carp Management,

and Point Intercept Surveys for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows:

"Move to Approve the 2025 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. along with Carp Management and Aquatic Plant Point Intercept Surveys for the Chisago Lakes Lake Improvement District pending County Attorney review as to form."

Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.

Budget/Financial Implications: The work tasks in the 2025 General Engineering and Administrative Services and additional tasks are included in the 2025 LID budget and were approved by the LID Board at their December 2, 2024, meeting. The total 2025 contract amount is $46,000.

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

Administrator's Recommendation

Approve _CEB_	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

GENERAL ENGINEERING AND ADMINISTRATIVE SERVICES AGREEMENT BETWEEN CHISAGO COUNTY AND EMMONS & OLIVIER RESOURCES, INC. FOR THE CHISAGO LAKES LAKE IMPROVEMENT DISTRICT

Chisago County, located at 313 North Main Street, Center City, Minnesota, hereinafter referred to as "County and Emmons & Olivier Resources, Inc., located at 1919 University Avenue W, Suite #300, St. Paul, Minnesota, 55104, hereinafter referred to as "CONSULTANT" does enter into this professional services agreement on recitals and terms and conditions, as follows:

RECITALS

WHEREAS, Chisago Lakes Lake Improvement District (LID) is an organized lake improvement district, established by resolution of the Chisago County Board of Commissioners in April 1976 and reactivated by resolution of the Chisago County Board of Commissioner in August 1984 pursuant to Minnesota Statutes 103B.501 – 103B.581, and re-established by findings of fact, conclusions of law and order in September 2015; and

WHERAS, pursuant to Minnesota Statutes, section 103B.555, the County is authorized to undertake projects of improvement consistent with purposes of the LID and to enter into contracts for the purchase of services as necessary to carry out such projects; and

WHEREAS, CONSULTANT is a qualified engineering firm which has represented that it has the expertise, appropriate licensures, and specialties in the area of water resource engineering, water quality, channel and structure maintenance, and invasive species management.

WHEREAS, the capabilities of the CONSULTANT and their personnel currently meet the needs and purposes of the LID.

TERMS AND CONDITIONS

THEREFORE, based upon the mutual consideration of the parties, the County and the CONSULTANT agree, enter into and adopt term and conditions as and for their Agreement, effective for the time set forth herein.

I. Term:

Notwithstanding the date of signatures of the respective parties, this Agreement shall be effective on January 1, 2025 and terminate on December 31, 2025, or as terminated earlier as provided herein.

II. Scope of Services

a. During the term of this Agreement, the CONSULTANT shall perform all professional engineering or consulting services set forth in this Agreement and which the Board of the LID is authorized to direct.

b. These general services may include, but are not limited to, the planning, design and construction support services for capital improvement projects or studies engineering and economic analyses related to the project financing and implementation, wetland delineations, natural resources inventories, water monitoring, data collection and

preparation of databases, general and technical administration support. Work to be performed by Consultant includes those services described in Exhibits A through B, which are incorporated here in as follows:

i. **Exhibit A** - Goal 2: General Engineering Services Scope of Work;
ii. **Exhibit B** - Goal 8: EOR Memo 2025 Aquatic Plant Point Intercept Survey.

c. Standard of Performance – the standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

d. Addendums and Change Orders –

i. Any services outside the terms, conditions and services set forth in this agreement shall be specifically set forth in a "Change Order."

ii. No Change Order shall be binding or enforceable unless and until it has been properly approved by the County Board.

iii. Change Orders, or any one change order, which increase(s) the total authorized payments to EOR beyond the compensation amount set forth in of this Agreement must be separately authorized and executed by the County Board and the Consultant.

III. Cost, Compensation and Payment of Services

a. The financial responsibility of the County and the total cost to be incurred under this Agreement shall not exceed $46,000, unless otherwise mutually agreed to in writing as a Change Order or an amendment which provides for additional services beyond the scope of services purchased and delivered stated herein.

b. Costs are to be allocated across the following services:

i. The total cost incurred for services described in **Exhibit A** - Goal 2: General Engineering Services Scope of Work shall not exceed the sum of $40,000.

ii. The total cost incurred for services described in **Exhibit B** - Goal 8: EOR Memo 2024 Aquatic Plant Point Intercept Survey shall not exceed the sum of $6,000.

c. The County shall pay CONSULTANT for services authorized under this Agreement directly to the CONSULTANT upon the presentation of a claim or invoice in the manner provided by law for payment of claims against the County, upon satisfactorily completion of the services identified on such invoice.

d. The CONSULTANT shall invoice the County for services performed and delivered under this Agreement and such services shall be itemized consistent with the fees identified in CONSULTANT's 2025 Hourly Fee Schedule, attached hereto and incorporated herein as **Exhibit C**. Statement or Invoices shall identify the staff members that have performed the

services during the previous invoicing period and a detailed description of the work performed.

e. Prompt payment of subcontractors – CONSULTANT shall pay any subcontractor for work performed under this Agreement, within ten days of receipt of payment from the County for undisputed services provided by any subcontractor, as provided in Minn. Stat. 16A.1245. Any delays in payment to the subcontractor for undisputed services shall require the CONSULTANT to pay any and all interest and penalties due a subcontractor, for said delays, as allowed by law.

IV. Cancellation and Termination of Agreement.

a. Termination or Cancellation– Either party may terminate the Agreement for any reason, or for no reason at all, upon mailing written notice at least 30 days to the other party.

b. Upon termination, the CONSULTANT will provide true and correct copies (including paper, electronic, photo, and digital) of all working and archived files in the possession of the CONSULTANT to the County within 30 days after termination of the Agreement.

c. Cancellation of Agreement by the County – A Cancellation Notice provided by the County shall state specifically what, if any, ongoing Administrative Services or Work is to be completed by CONSULTANT within the remaining 30-day cancellation period. The CONSULTANT shall be entitled to full compensation for all satisfactory work performed to the date of the Cancellation Notice and through the cancellation period (and all costs in connection therewith) which have been performed in accordance with the terms and provision of this Agreement if authorized in the cancellation notice.

d. Cancellation of Agreement by CONSULTANT - The CONSULTANT shall remain responsible for completing and satisfactorily fulfilling obligations under each authorized Change Order. The County shall have available to it any remedies available in law or equity. By agreement of the parties to this agreement the CONSULTANT may complete services and/or projects authorized under an executed Task Order or arrange for mutually agreed upon alternative provider(s).

V. Contract Administrator

a. To assist the parties in the day-to-day performance of the Agreement and to develop service, ensure compliance and provide ongoing consultation, a contract administrator shall be designated by the CONSULTANT and the County. The parties shall keep each other informed, in writing, of any change in such designation. At the time of the execution of this Agreement the following persons are designated:

For CONSULTANT

Name: Greg Graske
Position: Client Representative
Phone: 651-203-6025
e-mail: ggraske@eorinc.com

For COUNTY

Name: Benjamin Elfelt
Position: Administrator, Chisago Lakes Lake Improvement District
Phone: (651)213-8383
e-mail: benjamin.elfelt@chisagocountymn.gov

b. All notices required to be serviced by this Agreement shall be served upon the other party's designated contract administrator. Except with regard a notice of termination or cancellation, which must be served by mail, any and all other notices, correspondence invoices and the like may be sent to the email address of the designated contract administrator.

VI. Documents and Data Practices

a. All documents (defined to include all text, digital, video, regardless of the manner in which the information is created, collected, stored, utilized or maintained by the parties) as a result of this Agreement are instruments of service in respect to the services provided. CONSULTANT shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not services are continued or project(s) completed.

b. Within thirty (30) days of termination of the Agreement, the County and LID shall receive from the CONSULTANT full, complete, printed signed and sealed copies of all current working or service documents, as well as all archived documents and files held by CONSULTANT relative to the County and LID. CONSULTANT shall be reimbursed for cost of creating copies.

c. The CONSULTANT grants to the County a perpetual license to use the documents and files as the County deems appropriate, subject to the following limitations: (1) The County acknowledges that documents and files are not intended or warranted to be suitable for additional use, application or reliability for other projects or endeavors, without written verification or adaptation by the CONSULTANT; (2) Use, re-use or modification of the documents without written verification, completion, or adaptation by the CONSULTANT, as appropriate for the specific purpose intended, will be at the County's risk, without liability or legal exposure to CONSULTANT, except as provided herein; (3) the County shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by the Consultant; (4) Such limited license to the County does not create any rights in third parties.

d. Availability: Pursuant to Minn. Stat. 16C, Subd. 5 the CONSULTANT agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the CONSULTANT and involve transactions relating to this agreement.

e. Retention: The CONSULTANT agrees to maintain these records for a period of six (6) years from the date of the natural conclusion or termination of this agreement.

f. Data Practices and Disclosure: Notwithstanding the above, any and all data and records provided by CONSULTANT to the County in the performance of this Agreement is subject to disclosure and retention consistent with the Minnesota Government Data Practices Act and any and all data and records that the County receives from CONSULTANT in the performance of this Agreement shall be considered as public data. However, in the event that the County receives a request for disclosure of data or records received from CONSULTANT, the County shall provide CONSULTANT with notice of such a request prior to making a determination of disclosure and disclosure and CONSULTANT may provide upon receiving such notification any objection to disclosure within a reasonable time of receiving such notification. Irrespective of any objection provided by CONSULTANT, the County may disclose such requested data or records without liability where the County has made a determination that the Minnesota Government Data Practices Act would require disclosure.

VII. Insurance and Indemnification

a. CONSULTANT agrees to procure and maintain at all times, at its expense:

i. Workers' Compensation insurance as required by law;

ii. Automobile Liability insurance of $1,500,000 combined single limit for bodily injury and property damage covering all vehicles including hired vehicles, owned by CONSULTANTS and non-owned vehicles;

iii. Commercial General Liability insurance of $3,000,000 aggregate amounts;

iv. Professional Liability insurance of $2,000,000 aggregate;

v. Coverage maintained by CONSULTANT, for a single incident/claims or for any number of claims arising out of a single incident, in coverage amounts greater than those limits set forth in Minn. Stat. Sec. 466, shall in no way constitute a waiver of the tort liability limits afforded the County by law.

b. CONSULTANT agrees to name the County as an additional insured on such coverages and provide certificates of insurance as evidence of such coverages.

c. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, LID, their managers, advisors, agents, attorneys, accountant, other consultants and employees from and against any and all costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused or incurred solely due to the negligent acts or omissions of the CONSULTANT, or CONSULTANT's officers, directors, partners, employees, and any subcontractors or agents in the performance and furnishing of CONSULTANT's services under this Agreement.

d. To the fullest extent permitted by law, the County on its own behalf, and on behalf of the LID, shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT's officers,

directors, partners, employees, subcontractors or agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the County, the LID, their manager's advisors, agents attorneys accountant, other consultants and employees with respect to this agreement.

VIII. Merger and Modification

a. It is agreed and understood that the entire agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. The exhibits referenced herein are made part of and incorporated into this Agreement

b. Any material alternations, variations, modification or waivers of provision of the Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

IX. Severability

a. If any provision of this agreement is held invalid or unenforceable, the remaining provision shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

X. Controlling Law

a. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Chisago County, Minnesota.

XI. Assignment, Successors and Assigns

a. The Consultant shall not assign, subcontract, or transfer any interest in this Agreement or any of the services or duties it is obligated to perform hereunder, without the prior consent of the LID and such consent shall not be unreasonably withheld.

b. The CONSULTANT binds themselves, their partners, successors, assigns and legal representatives to the covenants of this agreement or claims arising therefrom.

Signatures to Agreement found on Next Page

IN WITNESS HEREOF, the parties have executed this Agreement on the dates indicated below and shall be binding upon the parties for the times set forth above.

COUNTY:
By: _____
Marlys Dunne, Chair
Chisago County Board of Commissioners

Date: _____

Attest: _____
Clerk to the Board

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge, Assistant County Attorney
Date: December 12, 2024

STATE OF MINNESOTA)
) SS.
COUNTY OF CHISAGO)

CONSULTANT
By: _____

Title: _____
Date: _____

This instrument was acknowledged before me on _____, by _____ the _____(title) of _____(company name), who, being duly sworn, represent and warrants that he/she is authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be legally binding obligation of the entity.

Sworn before me this ___ day of _____, 20__

_____
Notary Public

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** **16**
Title of Item for Consideration: Report and Recommendations from the December 11, 2024, Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	***Department:*** County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its committees or individual members.	

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its December 11th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations:

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.***

2025 Capital Improvement Plan Development:

Administrator Burnham presented the 2025 Capital Improvement requests from the County departments. ***The Committee recommended all the expenditures and directed staff to come back to the January 7th Organizational Meeting for 2025 CIP approval.***

2025 DRAFT Fee Schedule

Administration Burnham presented the staff's 2025 Fee Schedule changes. ***The Committee recommended all the changes and for adoption at the January 7th Board of Commissioner meetings.***

Attachment:

- December 11th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the December 11th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the December 11th Budget and Finance Report."

Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities.

Budget/Financial Implications: Tonight's recommended actions may approve certain specific expenditures. Tonight's actions may also have implications for future county budgets.

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

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

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

BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA

Wednesday, December 11th, 2024

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

PROPOSED AGENDA

I. Current Year-to-Date Financial Update
- a. Operating Budget vs Actual
- b. Salaries and Wages Budget vs Actual
- c. Fund Balance Charts
- d. Wheelage Tax and Local Option Sales Tax Charts
- e. CIP Budget to Actual
- f. ARPA Budget to Actual

II. Monthly Current County Staffing Update

III. 2025 Capital Improvement Plan

IV. 2025 DRAFT Fee Schedule

Upcoming Schedule

- Wednesday, December 18th – Chisago County Board Commissioners
- Friday, December 20th – Ugly Sweater and Cookie Exchange in Government Center for Chisago County Staff

TAB I.

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 11/30/2024
92% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
GENERAL FUND						
Board of Commissioners	$ 208,024	$ 280,024	$ 258,030	124%	92%	2024 AMC & MICA Dues
District Court	212,500	212,500	173,620	82%	82%	
Law Library	*30,000*	*162,368*	*25,441*	*85%*	*16%*	*Restricted*
						HUB Fees, 2024 AMC Dues
						Arbitration Fees
						Leadership Training
County Administrator	83,200	83,200	117,656	141%	141%	Mileage
Auditor-Treasurer	28,065	28,065	13,582	48%	48%	Tax Stmts/Valuations billed in Dec ($6k)
Audit	110,000	110,000	15,551	14%	14%	Invoices Pending
Assessor	79,850	79,850	56,525	71%	71%	
Enterprise Services	4,182,484	4,182,484	3,274,897	78%	78%	Microsoft Invoice billed in Dec ($360K)
Central Services	110,750	110,750	64,451	58%	58%	
Elections	116,500	277,904	138,458	119%	50%	
						Contract Employee (offset in Salaries)
County Attorney	92,550	92,550	89,395	97%	97%	Annual Contract Pymts
County Attorney Forfeiture	-	*34,998*	*4,766*	*0%*	*14%*	*Restricted*
Recorder	17,950	17,950	14,255	79%	79%	
Recorder Compliance/Technology	*1,500*	*2,207,802*	*511,008*	*N/A*	*23%*	*Restricted*
Maintenance	1,008,089	1,008,089	962,545	95%	95%	
Planning & Zoning	291,500	291,500	154,180	53%	53%	
Wellness, Safety and Ergonomics	-	40,768	12,399	0%	30%	
						2024 Gen Liab & Worker's Comp Ins
						Retiree Payouts:
General Government	1,287,695	1,492,798	1,280,379	99%	86%	$245k Actual vs. $274k Budget
Contingency	100,000	225,630	8,800	9%	4%	
Sheriff	930,521	930,521	731,196	79%	79%	
Sheriff Forfeitures	-	*29,484*	*19,064*	*0%*	*65%*	*Restricted*
Boat & Water	-	-	-	*0%*	*0%*	*Restricted*
Sheriff's Reserve	-	*9,824*	*8,752*	*0%*	*89%*	*Restricted*
Snowmobile Safety	-	-	-	*0%*	*0%*	*Restricted*
Sheriff's Contingency	-	*6,253*	*6,283*	*0%*	*100%*	*Restricted*
Gun Permits	-	*137,549*	*21,507*	*0%*	*16%*	*Restricted*
Project Lifesaver	-	*5,986*	-	*0%*	*0%*	*Restricted*
Public Safety Grants	*161,500*	*1,256,181*	*169,526*	*105%*	*13%*	*Restricted*
Coroner	153,159	153,159	146,769	96%	96%	Q1 - Q3 Allocation
County Jail	742,650	742,650	582,739	78%	78%	
Jail Canteen	-	*181,516*	*74,774*	*0%*	*41%*	*Restricted*

OPERATING BUDGET (AS AMENDED) VS ACTUAL

(EXCLUDES SALARIES AND BENEFITS)

AS OF 11/30/2024

92% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
						1st & 2nd Half Sentence to Serve
						Interpreter Line
Probation & Parole	131,006	131,006	131,196	100%	100%	Vehicle Leases
Emergency Management	33,374	33,374	34,578	104%	104%	2024 CODERED
E-911	*162,000*	*630,248*	*15,148*	*9%*	*2%*	*Restricted*
Controlled Substances - Share of Fines	-	*298*	-	*0%*	*0%*	*Restricted*
Historical Society	40,000	40,000	40,000	100%	100%	2024 Allocation
Regional Library	778,495	778,495	778,495	100%	100%	2024 Allocation
Parks	137,000	137,000	123,921	90%	90%	
County Agricultural Society	16,000	16,000	8,000	50%	50%	
County Extension Services	141,200	141,200	123,051	87%	87%	
Soil & Water	200,000	200,000	200,000	100%	100%	2024 Allocation
Water Quality Grant	*80,900*	*361,139*	*51,050*	*63%*	*14%*	*Restricted*
Sewer Grants	-	*45,494*	*32,420*	*0%*	*71%*	*Restricted*
Wetland Grant	*5,000*	*5,000*	*5,672*	*113%*	*113%*	*Restricted - has offsetting revenue*
Watercraft Inspection	*86,100*	*211,661*	*14,611*	*17%*	*7%*	*Restricted*
Economic Development	47,000	47,000	18,715	40%	40%	
TOTAL GENERAL FUND	**$ 11,806,562**	**$ 17,170,268**	**$ 10,513,405**	**89%**	**61%**	
ROAD AND BRIDGE FUND						
Surveyor	$ 5,050	$ 5,050	$ 3,589	71%	71%	
Highway Administration	33,600	33,600	31,605	94%	94%	
Highway Engineering	2,956,450	2,884,450	2,269,406	77%	79%	
Highway Construction	12,940,000	14,240,000	13,902,548	107%	98%	
Highway Maintenance	3,033,550	3,033,550	1,941,088	64%	64%	
Equipment Maintenance/Shop	932,200	932,200	801,719	86%	86%	
Traffic Operations	437,500	437,500	375,063	86%	86%	
TOTAL ROAD AND BRIDGE FUND	**$ 20,338,350**	**$ 21,566,350**	**$ 19,325,018**	**95%**	**90%**	
HEALTH AND HUMAN SERVICES						
Veterans Service	$ 37,150	$ 37,150	$ 27,887	75%	75%	
Income Maintenance	792,045	1,145,889	808,989	102%	71%	
Social Services	3,794,095	4,032,942	3,195,511	84%	79%	
Public Health Nursing	332,030	332,030	290,594	88%	88%	
Opioid Settlement	-	*618,129*	*21,888*	*0%*	*4%*	*Restricted*
TOTAL HEALTH AND HUMAN SERVICES	**$ 4,955,320**	**$ 6,166,140**	**$ 4,344,869**	**88%**	**70%**	
BUILDING FUND						
General Government	$ 83,602	$ 153,671	$ 83,602	100%	54%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	0%	
TOTAL BUILDING FUND	**$ 83,602**	**$ 170,671**	**$ 83,602**	**100%**	**49%**	

OPERATING BUDGET (AS AMENDED) VS ACTUAL

(EXCLUDES SALARIES AND BENEFITS)

AS OF 11/30/2024

92% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Adopted Budget	% of Amended Budget	Notes
CAPITAL EQUIPMENT FUND						
Administration	$ 9,055	$ 131,685	$ 115,605	1277%	88%	
Armer Radio - Replacement	-	328,580	-	0%	0%	
Auditor-Treasurer & Elections	65,500	160,911	1,750	3%	1%	
Enterprise Servcies	587,800	1,012,608	694,668	118%	69%	
HHS	-	69,504	40,457	0%	58%	
Facilities/Maintenance	806,086	804,576	170,900	21%	21%	
Other General Government *(Unallocated)*	-	11,063	-	0%	0%	
Sheriff	548,617	771,391	626,300	114%	81%	
Emergency Management	9,295	9,295	9,253	100%	100%	
Highway	905,500	1,593,598	1,022,207	113%	64%	
Environmental Services/Parks	361,500	361,500	203,510	56%	56%	
TOTAL CAPITAL EQUIP FUND	**$ 3,293,353**	**$ 5,254,711**	**$ 2,884,650**	**88%**	**55%**	
SOLID WASTE FUND						
Score Grant Fund	$ 271,900	$ 271,900	$ 100,363	37%	37%	$110k transfer to General Fund in Dec
HHW Operations	443,430	907,467	249,940	56%	56%	
TOTAL SOLID WASTE FUND	**$ 715,330**	**$ 1,179,367**	**$ 350,303**	**49%**	**30%**	
PARK ACQUISITION & IMPROVEMENT FUND						
Park Acq & Imp Fund	$ -	$ 483,526	$ 483,526	0%	100%	Sunrise Prairie Trail Segment G
PARK ACQ & IMP FUND	**$ -**	**$ 483,526**	**$ 483,526**	**0%**	**100%**	
LAKE IMPROVEMENT DISTRICT MAINTENANCE						
LID Maintenance	$ 196,000	$ 199,500	$ 94,351	48%	48%	
TOTAL LAKE IMPV DIST MAINT	**$ 196,000**	**$ 199,500**	**$ 94,351**	**48%**	**47%**	
DEBT SERVICE FUND						
Road Debt	$ 2,108,019	$ 2,108,019	$ 1,873,674	89%	89%	Principal + Interest
HHS Debt	260,781	260,781	244,006	94%	94%	Principal + Interest
Library Debt	474,075	474,075	436,695	92%	92%	Principal + Interest
Jail Debt	1,057,731	1,057,731	992,955	94%	94%	Principal + Interest
Business Park Bonds	244,440	244,440	226,640	93%	93%	Principal + Interest
Capital Projects	628,684	628,684	629,689	100%	100%	Principal + Interest
TOTAL DEBT SERVICE FUND	**$ 4,773,730**	**$ 4,773,730**	**$ 4,403,659**	**92%**	**92%**	
TOTAL ALL FUNDS	**$ 46,162,247**	**$ 56,964,263**	**$ 42,483,383**	**92%**	**75%**	

SALARIES AND WAGES

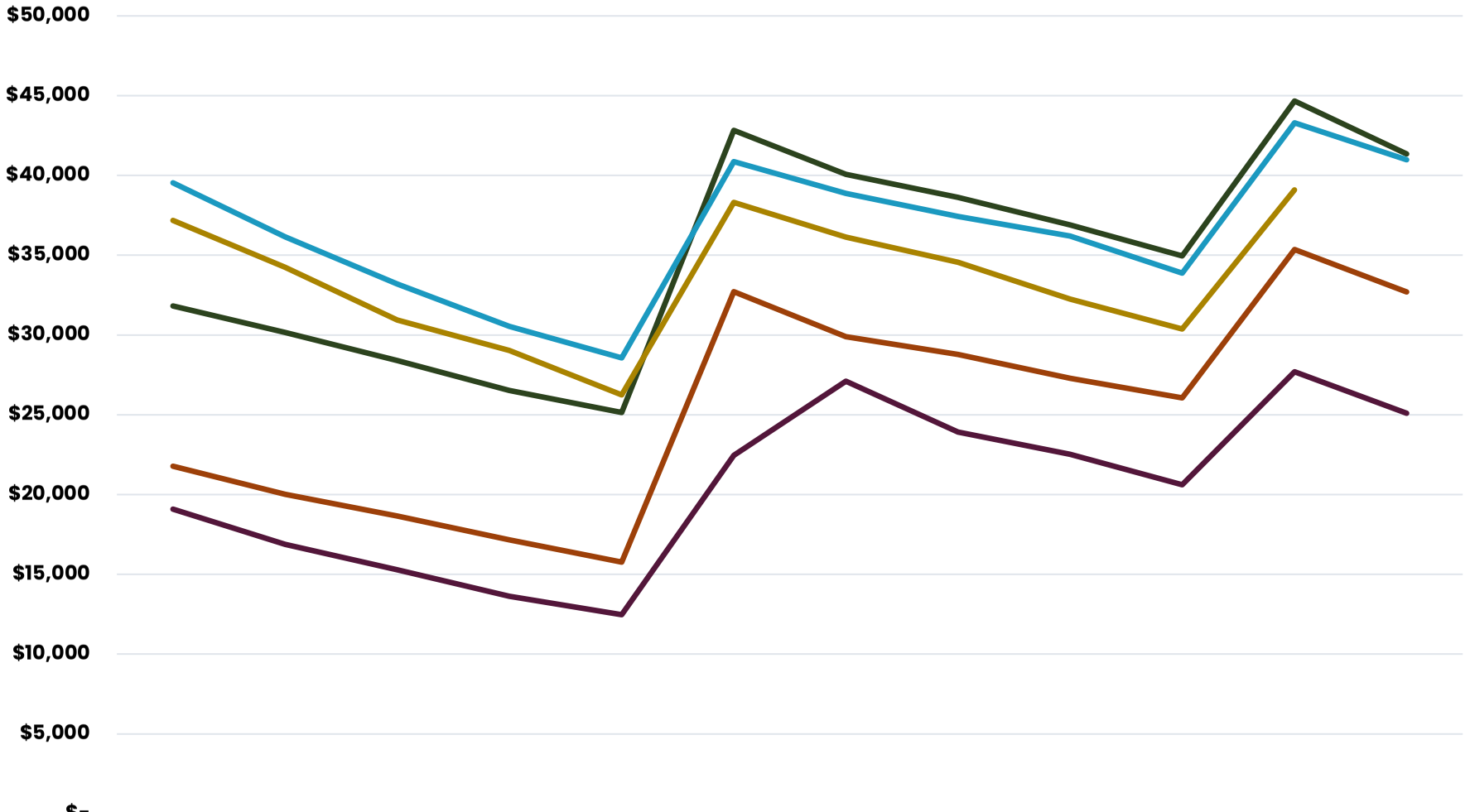
BUDGET VS ACTUAL

AS OF 11/30/2024

92% OF YEAR COMPLETE

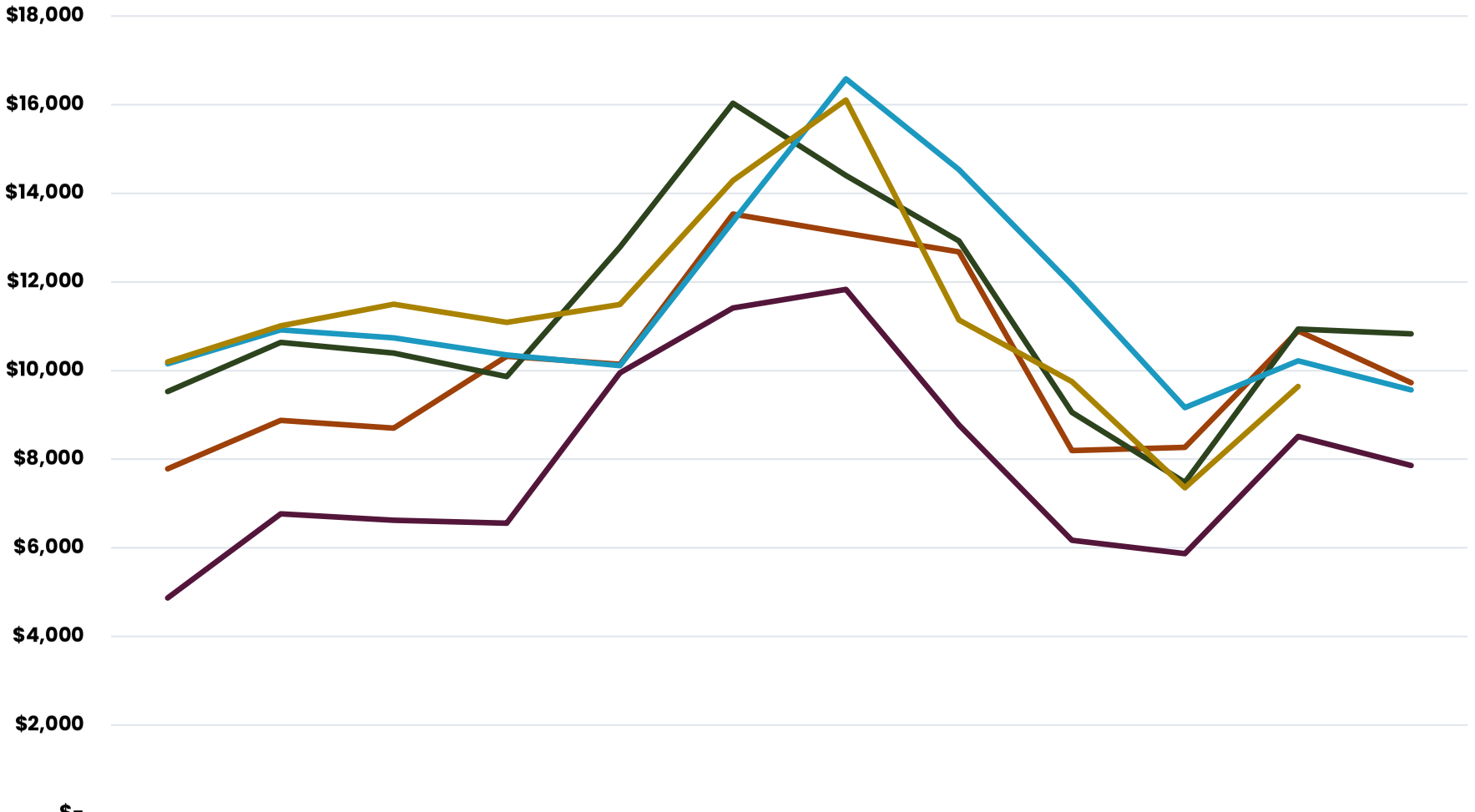
	Adopted Budget	Actual	% of Budget
GENERAL FUND			
Board of Commissioners	$ 230,108	$ 233,290	101%
Law Library	10,514	5,701	54%
County Administrator	1,028,189	893,817	87%
Auditor-Treasurer	823,213	744,736	90%
Assessor	986,228	868,658	88%
Enterprise Services	2,153,925	2,010,919	93%
Elections	37,386	29,004	78%
County Attorney	2,832,540	2,333,970	82%
Recorder	346,477	295,358	85%
Maintenance	661,442	544,865	82%
Planning & Zoning	1,117,645	1,000,407	90%
Sheriff	7,297,256	6,971,904	96%
County Jail	4,324,033	3,945,159	91%
Probation & Parole	1,320,479	1,190,662	90%
Emergency Management	118,053	116,639	99%
Parks	465,220	397,790	86%
Water Quality Grant	118,293	126,333	107%
Wetland Grant	113,352	104,321	92%
Watercraft Inspection	229,223	133,987	58%
TOTAL GENERAL FUND	**$ 24,213,576**	**$ 21,947,520**	**91%**
ROAD AND BRIDGE FUND			
Surveyor	$ 168,442	$ 157,025	93%
Highway Administration	390,743	384,689	98%
Highway Engineering	1,069,593	933,731	87%
Highway Maintenance	1,961,065	1,690,952	86%
Equipment Maintenance/Shop	487,335	584,462	120%
Traffic Operations	209,075	201,767	97%
TOTAL ROAD AND BRIDGE FUND	**$ 4,286,253**	**$ 3,952,626**	**92%**
HEALTH AND HUMAN SERVICES			
Veterans Service	$ 220,212	$ 201,411	91%
Income Maintenance	3,110,312	2,855,300	92%
Social Services	7,423,133	6,805,383	92%
Public Health Nursing	1,888,620	1,562,782	83%
Opioid Settlement	-	15,369	0%
TOTAL HEALTH AND HUMAN SERVICES	**$ 12,642,277**	**$ 11,440,245**	**90%**
SOLID WASTE FUND			
Score Grant Fund	$ 61,067	$ 56,746	93%
HHW Operations	186,746	167,256	90%
TOTAL SOLID WASTE FUND	**$ 247,813**	**$ 224,002**	**90%**
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	$ 169,330	$ 170,939	101%
TOTAL LAKE IMPV DISTRICT MAINT	**$ 169,330**	**$ 170,939**	**101%**
TOTAL ALL FUNDS	**$ 41,559,249**	**$ 37,735,332**	**91%**

GENERAL FUND BALANCE BY MONTH 2020 - 2024



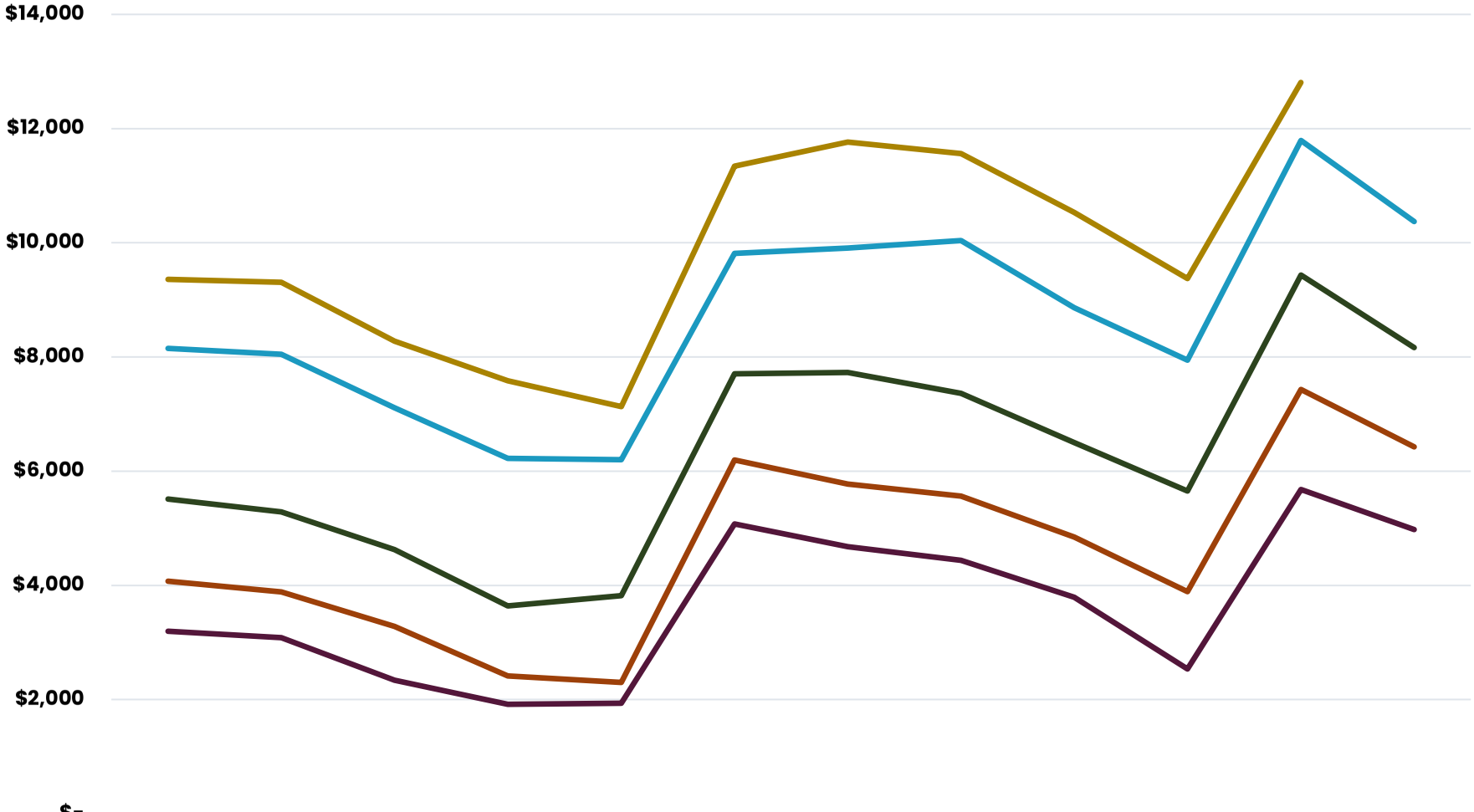
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$19,092	$16,873	$15,291	$13,634	$12,472	$22,462	$27,108	$23,919	$22,522	$20,619	$27,698	$25,101
2021	$21,774	$20,019	$18,660	$17,164	$15,767	$32,710	$29,891	$28,791	$27,296	$26,067	$35,360	$32,704
2022	$31,823	$30,169	$28,401	$26,522	$25,144	$42,821	$40,066	$38,629	$36,901	$34,966	$44,667	$41,343
2023	$39,545	$36,157	$33,205	$30,535	$28,566	$40,874	$38,871	$37,426	$36,201	$33,879	$43,300	$40,988
2024	$37,178	$34,237	$30,936	$29,025	$26,248	$38,312	$36,141	$34,557	$32,253	$30,383	$39,095	

ROAD & BRIDGE FUND BALANCE BY MONTH 2020 - 2024



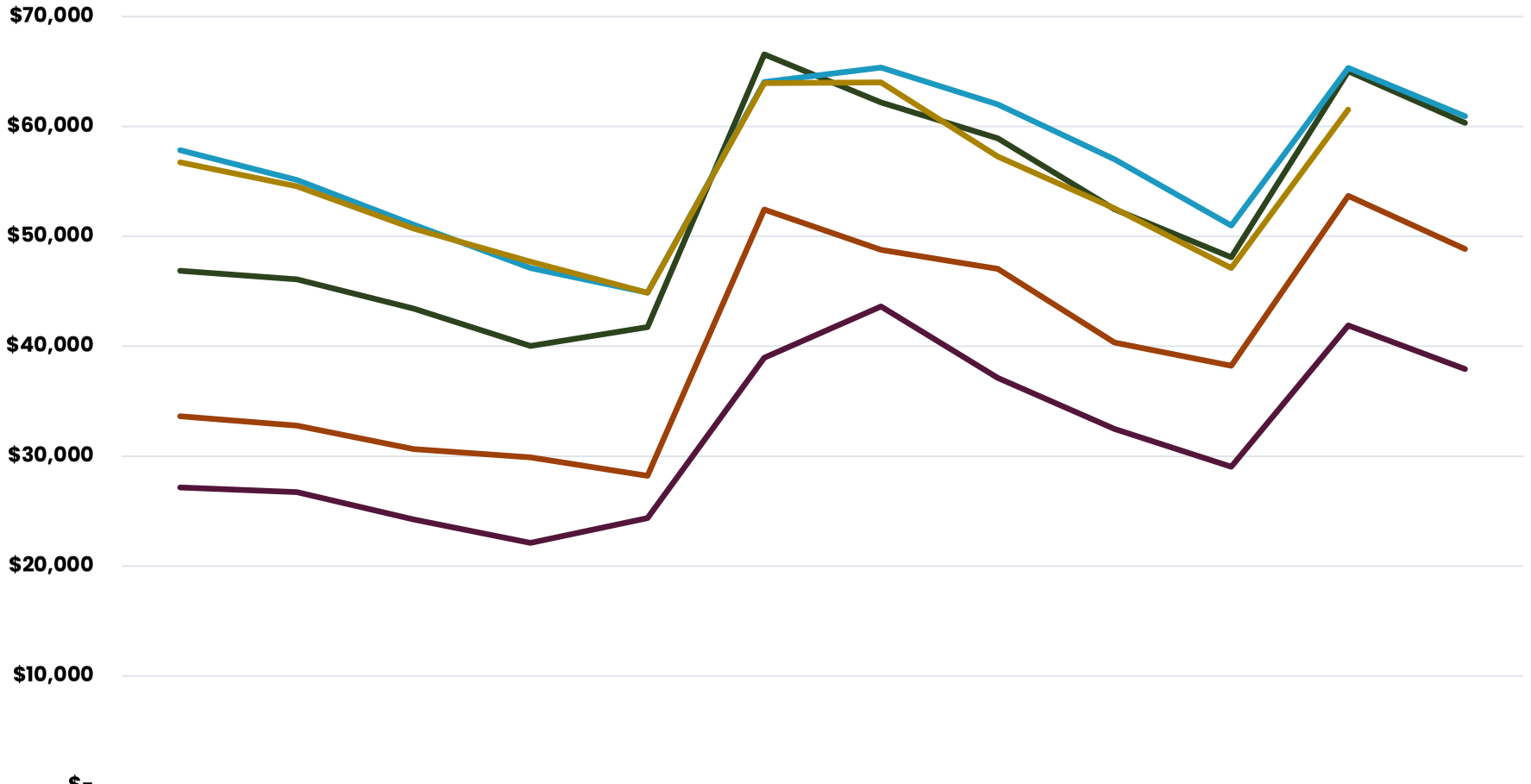
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$4,869	$6,770	$6,620	$6,554	$9,950	$11,412	$11,832	$8,774	$6,173	$5,868	$8,514	$7,856
2021	$7,783	$8,879	$8,703	$10,323	$10,144	$13,532	$13,100	$12,679	$8,196	$8,267	$10,892	$9,726
2022	$9,528	$10,634	$10,392	$9,864	$12,786	$16,033	$14,405	$12,924	$9,058	$7,477	$10,935	$10,828
2023	$10,151	$10,922	$10,739	$10,353	$10,111	$13,364	$16,583	$14,537	$11,938	$9,164	$10,223	$9,565
2024	$10,193	$11,009	$11,497	$11,085	$11,491	$14,290	$16,106	$11,143	$9,751	$7,355	$9,642	

HEALTH & HUMAN SERVICES FUND BALANCE BY MONTH 2020 - 2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$3,195	$3,082	$2,338	$1,917	$1,938	$5,075	$4,679	$4,437	$3,792	$2,537	$5,679	$4,977
2021	$4,071	$3,887	$3,283	$2,413	$2,300	$6,194	$5,776	$5,565	$4,846	$3,888	$7,431	$6,425
2022	$5,512	$5,286	$4,624	$3,640	$3,818	$7,706	$7,727	$7,362	$6,499	$5,653	$9,435	$8,163
2023	$8,152	$8,049	$7,110	$6,226	$6,201	$9,814	$9,908	$10,040	$8,864	$7,944	$11,792	$10,374
2024	$9,361	$9,308	$8,276	$7,585	$7,131	$11,344	$11,764	$11,564	$10,533	$9,375	$12,808	

REVENUE, ROAD & BRIDGE AND HHS COMBINED FUND BALANCE BY MONTH 2020 - 2024



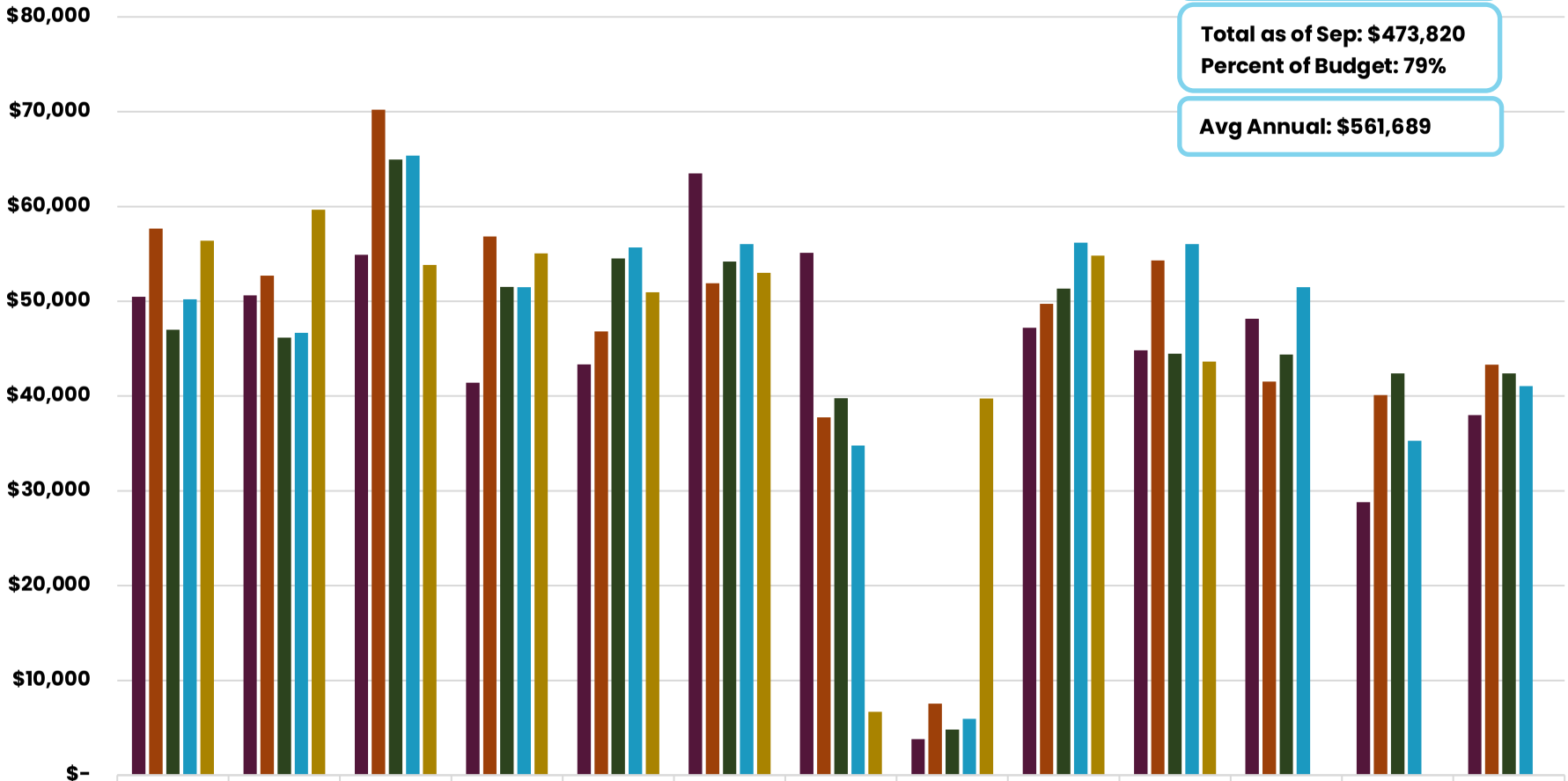
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$27,156	$26,725	$24,249	$22,105	$24,360	$38,949	$43,619	$37,130	$32,487	$29,024	$41,891	$37,934
2021	$33,628	$32,785	$30,646	$29,900	$28,211	$52,436	$48,767	$47,035	$40,338	$38,222	$53,683	$48,855
2022	$46,863	$46,089	$43,417	$40,026	$41,748	$66,560	$62,198	$58,915	$52,458	$48,096	$65,037	$60,334
2023	$57,848	$55,128	$51,054	$47,114	$44,878	$64,052	$65,362	$62,003	$57,003	$50,987	$65,315	$60,927
2024	$56,732	$54,554	$50,709	$47,695	$44,870	$63,946	$64,011	$57,264	$52,537	$47,113	$61,545	

September 2024 Wheelage Tax
75% of Year Complete

2024 Budget: $600,000

Total as of Sep: $473,820
Percent of Budget: 79%

Avg Annual: $561,689



	January	February	March	April	May	June	July	Cleanup	August	September	October	November	December
2020	$50,464	$50,631	$54,917	$41,409	$43,328	$63,508	$55,127	$3,796	$47,193	$44,838	$48,169	$28,795	$37,984
2021	$57,676	$52,708	$70,214	$56,833	$46,821	$51,917	$37,755	$7,560	$49,733	$54,316	$41,540	$40,107	$43,298
2022	$46,984	$46,175	$64,941	$51,524	$54,525	$54,194	$39,766	$4,820	$51,328	$44,461	$44,395	$42,405	$42,376
2023	$50,214	$46,656	$65,362	$51,476	$55,686	$56,046	$34,775	$5,955	$56,178	$56,046	$51,483	$35,288	$41,040
2024	$56,392	$59,652	$53,847	$55,067	$50,942	$53,011	$6,678	$39,749	$54,829	$43,653			

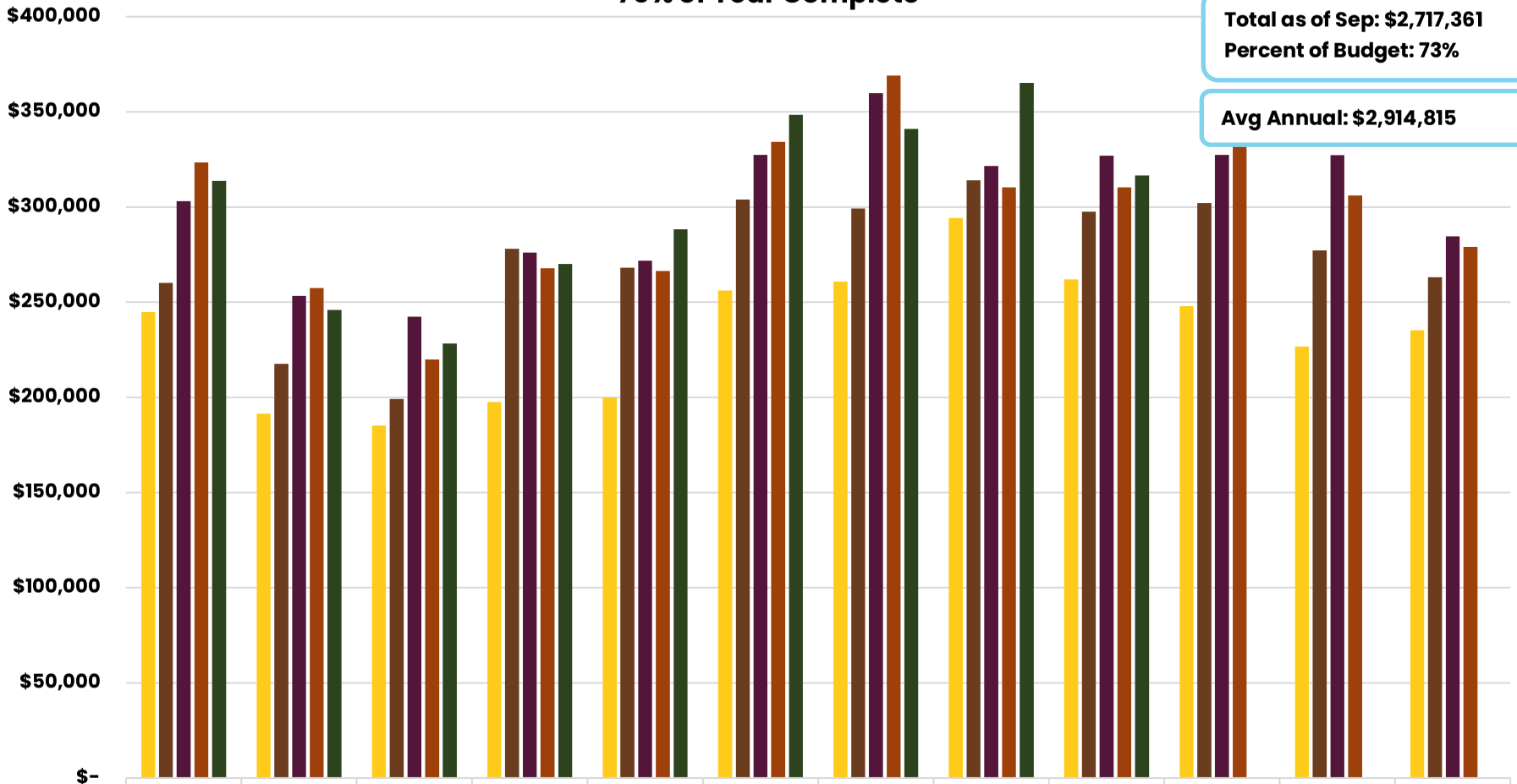
2020 2021 2022 2023 2024

September 2024 Sales Tax
75% of Year Complete

2024 Budget: $3,700,000

Total as of Sep: $2,717,361
Percent of Budget: 73%

Avg Annual: $2,914,815



	January	February	March	April	May	June	July	August	September	October	November	December
2020	$244,823	$191,388	$185,240	$197,582	$199,802	$256,120	$260,846	$294,225	$262,010	$247,843	$226,772	$235,296
2021	$260,107	$217,562	$199,108	$278,070	$268,127	$303,945	$299,223	$314,042	$297,542	$301,997	$277,139	$263,063
2022	$303,035	$253,275	$242,386	$276,025	$271,846	$327,383	$359,758	$321,598	$327,000	$327,347	$327,169	$284,561
2023	$323,438	$257,403	$219,827	$267,813	$266,348	$334,268	$369,019	$310,303	$310,305	$344,379	$306,054	$279,000
2024	$313,742	$245,851	$228,314	$270,042	$288,215	$348,443	$341,074	$365,149	$316,532			

2020 2021 2022 2023 2024

December 18th 2024 Chisago County Board of Commissioners

2024 Capital Improvement Plan
Budget to Actual
As of December 6, 2024

ADMINISTRATION

Description	Project #	Source	Status	Budget	Actual	Remaining
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	**AVAILABLE**	10,000	-	**10,000**
Laser Measuring Tools (Assessor)	**2023 ADD**	CARRYOVER	COMPLETE	1,567	(1,567)	-
Total Carryover from 2023				11,567	(1,567)	10,000
Community Engagement	**ADM-0419**	2024 CIP BUDGET	COMPLETE	25,000	(25,000)	-
SpyGlass Audit	**2024 ADD**	UNALLOCATED	COMPLETE	40,306	(40,306)	-
Government Center Scanner Disposal	**2024 ADD**	UNALLOCATED	COMPLETE	8,910	(8,910)	-
SpyGlass Technology Audit Inv #3	**2024 ADD**	UNALLOCATED	COMPLETE	24,808	(24,808)	-
County Membership in Local Chambers of Commerce	**2024 ADD**	UNALLOCATED	IN PROCESS	2,080	(1,050)	1,030
Historical Society: Digital Memories Project	**2024 ADD**	UNALLOCATED	COMPLETE	13,600	(13,600)	-
Office Chairs - Attorney	**2024 ADD**	UNALLOCATED	IN PROCESS	3,000	-	3,000
Office Chairs - Assessor	**2024 ADD**	UNALLOCATED	IN PROCESS	1,000	-	1,000
AED at Wyoming Library	**2024 ADD**	UNALLOCATED	COMPLETE	1,414	(1,414)	-
Total 2024 CIP Budget				**120,118**	**(115,088)**	**5,030**
Total				**$ 131,685**	**$ (116,655)**	**$ 15,030**

AUDITOR-TREASURER & ELECTIONS

Description	Project #	Source	Status	Budget	Actual	Remaining
Election Equipment Replacement Fund	**AUD-0137**	CARRYOVER	ONGOING	90,911	-	90,911
Election Results - Storage Media	**AUD-0139**	CARRYOVER	ONGOING	4,500	-	4,500
Total Carryover from 2023				**95,411**	**-**	**95,411**
Election Equipment Replacement Fund	**AUD-0137**	2024 CIP BUDGET	ONGOING	59,000	-	59,000
Election Results - Storage Media	**AUD-0139**	2024 CIP BUDGET	ONGOING	4,500	-	4,500
Safe	**AUD-0418**	2024 CIP BUDGET	**COMPLETE**	2,000	(1,750)	**250**
Total 2024 CIP Budget				**65,500**	**(1,750)**	**63,750**
Grand Total				**$ 160,911**	**$ (1,750)**	**$ 159,161**

FACILITY MAINTENANCE

Description	Project #	Source	Status	Budget	Actual	Remaining
Repair Courthouse lots	**MNT-0055**	CARRYOVER	**AVAILABLE**	5,000	-	**5,000**
Better Hallway Signage on 3rd floor	**MNT-0219**	CARRYOVER	**AVAILABLE**	1,000	-	**1,000**
Fencing and Parking Gate at PSC	**MNT-0267**	CARRYOVER	IN PROCESS	47,213	(6,900)	40,313
Ceiling Tile Rplcmnt Overage (ARPA-0062)	**2023 ADD**	CARRYOVER	COMPLETE	31,720	(31,720)	-
Total Carryover from 2023				**84,933**	**(38,620)**	**46,313**
Parking lot repairs at PSC	**MNT-0054**	2024 CIP BUDGET	COMPLETE	21,862	(21,862)	-
Replace carpet in public hallways at Gov't Center (1989 side)	**MNT-0063**	2024 CIP BUDGET	IN PROCESS	60,000	-	60,000
Main lift for PSC	**MNT-0071**	2024 CIP BUDGET	**COMPLETE**	**18,000**	**(1,000)**	**17,000**
Replace exterior doors at NBHHS	**MNT-0076**	2024 CIP BUDGET	**AVAILABLE**	10,000	-	**10,000**

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Repair/Replace retaining wall around paring lot at Gov't Center	**MNT-0186**	2024 CIP BUDGET	ON HOLD	111,000	-	111,000
Updates to 3rd floor victim/witness waiting area	**MNT-0222**	2024 CIP BUDGET	ON HOLD	20,000	-	20,000
Office security changes for County Administration	**MNT-0393**	2024 CIP BUDGET	IN PROCESS	50,000	(47,505)	2,495
Window blinds for 3rd floor at Courhouse	**MNT-0396**	2024 CIP BUDGET	IN PROCESS	3,086	-	3,086
Add fencing and electronic gate to Harris DO	**MNT-0414**	2024 CIP BUDGET	IN PROCESS	65,000	(54,419)	10,581
Concrete Repair - Center City Public Works shop	**2024 ADD**	UNALLOCATED	IN PROCESS	8,500	(8,500)	-
Gate Controller - CCSO Harris District Office	**2024 ADD**	UNALLOCATED	IN PROCESS	3,500	-	3,500
Total 2024 CIP Budget				**370,948**	**(133,286)**	**237,662**
Grand Total				**$ 455,881**	**$ (171,906)**	**$ 283,975**

SHERIFF'S OFFICE

Description	Project #	Source	Status	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	**N/A**	REVENUE		217,179	(106,585)	110,594
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	CARRYOVER	COMPLETE	12,472	(12,472)	-
Total Carryover from 2023				**229,651**	**(119,057)**	**110,594**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	2024 CIP BUDGET	IN PROCESS	414,670	(400,018)	14,652
NOPTIC NV3 Night Vision	**CCSO-0367**	2024 CIP BUDGET	**COMPLETE**	8,000	(7,994)	**6**
Drone	**CCSO-0368**	2024 CIP BUDGET	COMPLETE	20,075	(20,075)	**-**
Patrol Supressors	**CCSO-0369**	2024 CIP BUDGET	**COMPLETE**	12,750	(12,530)	**220**
Less Lethal - Pepperball	**CCSO-0374**	2024 CIP BUDGET	**COMPLETE**	5,172	(5,210)	**(38)**
SWAT Helmets	**CCSO-0379**	2024 CIP BUDGET	COMPLETE	8,250	(8,250)	**-**
Ballistic bunker replacements	**CCSO-0416**	2024 CIP BUDGET	**COMPLETE**	72,000	(71,884)	**116**
SWAT rifle plate replacement	**CCSO-0417**	2024 CIP BUDGET	COMPLETE	7,700	(7,700)	**-**
Total 2024 CIP Budget				**548,617**	**(533,661)**	**14,956**
Grand Total				**$ 778,268**	**$ (640,246)**	**$ 125,550**

PARKS/ENVIRONMENTAL

Description	Project #	Source	Status	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	**ENVS-0121**	2024 CIP BUDGET	**COMPLETE**	175,000	(56,467)	**118,533**
3/4 ton truck replacement	**ENVS-0123**	2024 CIP BUDGET	**COMPLETE**	60,000	(60,913)	**(913)**
Swedish Immigrant Regional Trail land acquisition	**ENVS-0129**	2024 CIP BUDGET	IN PROCESS	50,000	(17,757)	32,243
Checkerboard Park swing replacement	**ENVS-0376**	2024 CIP BUDGET	**COMPLETE**	16,000	(10,108)	**5,892**
Sunrise Prairie Trail benches	**ENVS-0381**	2024 CIP BUDGET	**COMPLETE**	25,000	(24,393)	**607**
Millermatic 252 wire feed welder	**ENVS-0382**	2024 CIP BUDGET	**COMPLETE**	5,500	(4,299)	**1,201**
Ki Chi Saga shelter picnic tables	**ENVS-0383**	2024 CIP BUDGET	**COMPLETE**	10,000	(9,754)	**246**
Trash and recycling containers for park shelters	**ENVS-0384**	2024 CIP BUDGET	**COMPLETE**	20,000	(19,822)	**178**
Safety Equipment	**2024 ADD**	UNALLOCATED	IN PROCESS	3,250	-	3,250
Total 2024 CIP Budget				**$ 364,750**	**$ (203,513)**	**$ 161,237**

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PUBLIC WORKS

Description	Project #	Source	Status	Budget	Actual	Remaining
Auction Proceeds	**N/A**	REVENUE		108,150	(5,043)	103,107
Hydrant Replacement	**N/A**	CARRYOVER	CARRYOVER TO 2025	10,073	-	10,073
1-Ton Work Truck	**PWKS-0168**	CARRYOVER	COMPLETE	60,000	(60,000)	-
1-Ton Tipper Truck	**PWKS-0206**	CARRYOVER	IN PROCESS	76,563	(64,959)	11,604
Tandem Snow Plow Truck	**PWKS-0171**	2023 CIP BUDGET	IN PROCESS	170,000	-	170,000
Tandem Snow Plow Truck	**PWKS-0172**	2023 CIP BUDGET	IN PROCESS	170,000	-	170,000
1-ton Work Truck (U-426)	**PWKS-0209**	2023 CIP BUDGET	**COMPLETE**	80,000	(76,335)	**3,665**
Fuel Island Repairs	**PWKS-0233**	2023 CIP BUDGET	**COMPLETE**	27,270	-	**27,270**
Total Carryover from 2023				**702,056**	**(206,337)**	**495,719**
1-ton Work Truck	**PWKS-0167**	2024 CIP BUDGET	IN PROCESS	75,000	(75,829)	(829)
Traffic Counters	**PWKS-0400**	2024 CIP BUDGET	**COMPLETE**	20,000	(16,138)	**3,862**
Thermoplastic Heaters	**PWKS-0401**	2024 CIP BUDGET	**COMPLETE**	10,000	(9,000)	**1,000**
938M Wheel Loader	**PWKS-0402**	2024 CIP BUDGET	**COMPLETE**	300,000	(284,404)	**15,596**
Snowblower for Loader	**PWKS-0403**	2024 CIP BUDGET	**COMPLETE**	65,000	(62,500)	**2,500**
Vehicle Lift	**PWKS-0404**	2024 CIP BUDGET	**COMPLETE**	30,000	(24,629)	**5,371**
272D Skid Steer	**PWKS-0405**	2024 CIP BUDGET	**COMPLETE**	85,000	(83,225)	**1,775**
299D Skid Steer	**PWKS-0406**	2024 CIP BUDGET	COMPLETE	111,000	(111,000)	-
Chainsaws	**PWKS-0407**	2024 CIP BUDGET	**COMPLETE**	8,000	(2,916)	**5,084**
Weedwhips	**PWKS-0408**	2024 CIP BUDGET	**COMPLETE**	6,500	(10,350)	**(3,850)**
1-ton Work Truck	**PWKS-0409**	2024 CIP BUDGET	IN PROCESS	100,000	(67,054)	32,946
Crash Attenuator Trailers	**PWKS-0410**	2024 CIP BUDGET	**COMPLETE**	65,000	(62,900)	**2,100**
Additional CIP funding for Approved Equipment	**PWKS-0411**	2024 CIP BUDGET	IN PROCESS	30,000	(5,925)	24,075
Post Puller	**2024 ADD**	UNALLOCATED	IN PROCESS	8,492	-	8,492
Total 2023 CIP Budget				**913,992**	**(815,870)**	**98,122**
Grand Total				**$ 1,616,048**	**$ (1,022,207)**	**$ 593,841**

TECHNOLOGY

Description	Project #	Source	Status	Budget	Actual	Remaining
ARMER Testing Equipment	**N/A**	CARRYOVER	**COMPLETE**	45,864	(45,884)	**(20)**
Relocate the Wyoming Emergency Paging Tower	**ENTS-083**	CARRYOVER	IN PROCESS	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	**ENTS-0088**	CARRYOVER	IN PROCESS	165,000	(84,782)	80,218
Replace network cores at ECC, No parts available	**ENTS-0099**	CARRYOVER	COMPLETE	20,970	(20,970)	-
Replace network switches that support end user devices at the ECC / 911 due to core replacement	**ENTS-0103**	CARRYOVER	COMPLETE	60,000	(60,000)	-
Total Carryover from 2023				**391,834**	**(211,636)**	**180,198**
Replace primary UPS units #1 and #2 in Courthouse Data Center, Courthouse 2nd floor data room, and North Branch Data Center due to age and unavailibility of replacement parts (added ENTS-0372 and ENTS-0395 in April 2024)	**ENTS-0371**	2024 CIP BUDGET	COMPLETE	197,200	(197,200)	-
2024 Small Equipment Replacement	**ENTS-0385**	2024 CIP BUDGET	IN PROCESS	255,200	(224,993)	30,207
Cyber Security - Policies	**ENTS-0390**	2024 CIP BUDGET	IN PROCESS	50,000	(13,333)	36,667
2024 Small Equipment New Requests	**ENTS-0391**	2024 CIP BUDGET	IN PROCESS	36,900	(17,878)	19,022
Seim Tool - help us detect,prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	**ENTS-0397**	2024 CIP BUDGET	COMPLETE	59,753	(59,753)	-

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6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	**ENTS-0415**	2024 CIP BUDGET	**COMPLETE**	18,500	(17,232)	**1,268**
Replace Leibert HVAC in data center at Gov't Center	**MNT-0187**	2024 CIP BUDGET	IN PROCESS	238,695	-	238,695
Replace alarm system in Gov't Center (1989 side & DES)	**MNT-0191**	2024 CIP BUDGET	IN PROCESS	80,000	-	80,000
Replace analog cameras in Courthouse for courthouse security	**MNT-0193**	2024 CIP BUDGET	IN PROCESS	30,000	-	30,000
IT Equipment for Probation new hires	**2024 ADD**	UNALLOCATED	COMPLETE	3,221	(3,221)	-
Total 2024 CIP Budget				**969,469**	**(533,610)**	**435,859**
Grand Total				**$ 1,361,303**	**$ (745,246)**	**$ 616,057**

HHS

Description	Project #	Source	Status	Budget	Actual	Remaining
Child Protection interview/visitation rooms	**HHS-0195**	CARRYOVER	**COMPLETE**	40,000	(40,457)	**(457)**
HHS Interview Rooms	**HHS-0196**	CARRYOVER	IN PROCESS	29,504	-	29,504
Total				**$ 69,504**	**$ (40,457)**	**$ 29,047**

EMERGENCY MANAGEMENT

Description	Project #	Source	Status	Budget	Actual	Remaining
EOC replacement chairs	**EMGT-0386**	2024 CIP BUDGET	**COMPLETE**	9,295	(9,253)	**42**
Total				**$ 9,295**	**$ (9,253)**	**$ 42**

UNALLOCATED

Description		Source	Status	Budget	Actual	Remaining
2024 Unallocated CIP Funds		CARRYOVER		60,122		
Auction Proceeds - 2009 Chevy Colorado	6/26/2024	ZONING		1,900		
IT Equipment for Probation new hires	12/20/23 Board Mtg	TO TECHNOLOGY		(3,221)		
From MNT-0186	07/10/24 B&F Mtg	FACILITY MAINTENANCE		139,000		
Additional Liebert HVAC funding	07/10/24 B&F Mtg	to MNT-0187		(38,695)		
Additional funding for cyber security	07/10/24 B&F Mtg	to ENTS-0397		(29,753)		
Additional funding for ARMER testing	07/10/24 B&F Mtg	TO TECHNOLOGY		(8,064)		
SpyGlass Audit	8/7/24 Board Mtg	TO ADMINISTRATION		(40,306)		
Government Center Scanner Disposal	9/4/24 Board Mtg	TO ADMINISTRATION		(8,910)		
SpyGlass Technology Audit Inv #3	9/4/24 Board Mtg	TO ADMINISTRATION		(24,808)		
County Membership in Local Chambers of Commerce	10/2/24 Board Mtg	TO ADMINISTRATION		(2,080)		
Historical Society: Digital Memories Project	10/9/24 B&F Mtg	TO ADMINISTRATION		(13,600)		
Office chairs	10/9/24 B&F Mtg	TO ATTORNEY		(3,000)		
Safety Equipment	10/9/24 B&F Mtg	TO PARKS/ENVIRONMENTAL		(3,250)		
Office chairs	10/9/24 B&F Mtg	TO ASSESSOR		(1,000)		
Post Puller	10/9/24 B&F Mtg	TO PUBLIC WORKS		(8,492)		
Concrete Repair - Center City Public Works shop	10/9/24 B&F Mtg	TO FACILITY MAINTENANCE		(8,500)		
Gate Controller - CCSO Harris District Office	10/9/24 B&F Mtg	TO FACILITY MAINTENANCE		(3,500)		
From HHS-0196	10/16/24 Board Mtg	HHS		10,496		
AED at NB Library	Administrator Burnham	TO ADMINISTRATION		(1,414)		
Parking lot repairs at PSC - Overage	Administrator Burnham	TO MAINTENANCE		(1,862)		
Total				**$ 11,063**	**$ -**	**$ 11,063**

ARMER	**$ 328,580**	50,400	**$ 378,980**
TOTAL ALL DEPARTMENTS	**$ 5,287,288**	**$ (2,951,233)**	**$ 2,493,040**

ARPA
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ADMINISTRATION

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Management Training - 2024	$ 7,125	$ -	$ (7,125)	12/31/2024	$ -
2024 ADD	ICS - Capital Building Planning Prof Svcs	23,005	(21,437)	(1,568)	Invoice Pending	-
2024 ADD	Update Flags and Seals to MN State Flag	45,000	(23,066)	(21,934)	12/31/2024	-
2024 ADD	Strategic Planning	7,875	-	(7,875)		-
2023 ADD	Administration Fee/Unallocated	1,941	-	-		1,941
		$ 84,946	**$ (44,503)**	**$ (38,502)**		**$ 1,941**

ATTORNEY

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	$ 108,018	$ (78,124)	$ (29,894)	Under Contract	$ -
2023 ADD	LENS Update	40,600	-	(40,600)	11/1/2024	-
		$ 148,618	**$ (78,124)**	**$ (70,494)**		**$ -**

AUDITOR-TREASURER

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	$ 30,000	$ -	$ (30,000)	12/31/2024	$ -
2024 ADD	OpenGov - Workforce Module & Setup	35,740	(27,800)	(7,940)	12/31/2024	-
		$ 65,740	**$ (27,800)**	**$ (37,940)**		**$ -**

EMERGENCY MANAGEMENT

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ (10,550)**	**$ (49,450)**	12/31/2024	**$ -**

ENTERPRISE SERVICES

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	$ 1,966,546	$ (1,776,411)	$ (190,135)	Ongoing	$ -
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	(21,728)	(38,272)	Ongoing	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	(73,280)	(26,720)	Ongoing	-
2024 ADD	*ARPA ARMER* Radios (35) - Public Works	99,649	(88,823)	(10,826)	Final Invoice Pending	-
2024 ADD	VPN Service - Sheriff Squads	26,000	(20,000)	(6,000)	12/31/2024	-
		$ 2,252,195	**$ (1,980,242)**	**$ (271,953)**		**$ -**

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ENVIRONMENTAL SERVICES

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building	211,571	(207,001)	(4,570)	Final Invoice Pending ($4,570)	-
ARPA-0305 ENVS	Water Resources Grant Match	250,000	(158,275)	(91,725)	$135k to be spent in 2024 Agreements signed by 12/31/2024 for remainder	-
ARPA-0306 ENVS	Water Resources Truck	50,000	(49,647)	(353)	Bedliner on order	-
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	(13,771)	(107,429)	2024/2025 (with signed agreement)	-
2023 ADD	Planning Code Review	14,000	(5,359)	(8,641)	12/31/2024	-
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	2024/2025 (with signed contract)	-
		$ 927,771	**$ (434,053)**	**$ (493,718)**		**$ -**

LID

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2024 ADD	Channel and Weir Project	**$ 175,000**	**$ (57,098)**	**$ (117,902)**	**FALL 2024**	**$ -**

MAINTENANCE

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2024 ADD	Hwy & CCSO Building Study	30,000	(22,688)	(7,312)	Planning Stages	-
2024 ADD	Gov't Center tree removal	12,900	-	(12,900)		-
		$ 42,900	**$ (22,688)**	**$ (20,212)**		**$ -**

SHERIFF'S OFFICE

Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	School Safety	40,000	(35,629)	(4,371)	12/31/2024	-
2024 ADD	Stacy Squads (2)	170,856	(149,573)	(21,283)	12/31/2024	-
2024 ADD	TZD Squad & Accessories	97,500	(82,979)	(14,521)	12/31/2024	-
		$ 308,356	**$ (268,181)**	**$ (40,175)**		**$ -**

COMPLETED PROJECTS

Project #	Description	Budget	Actual	Allocated	Amount Remaining
	TOTALS	**$ 10,989,807**	**$ (9,847,520)**	**$ (1,140,346)**	**$ 1,941**

TAB II.

Title	Notes:
Financial Worker – Part Time	Replacement – long-term ON HOLD
Case Aide/Front Desk HHS	Replacement – long-term ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
MCH Nurse 1.0 Public Health	Replacement – ON HOLD
Community Health Services Lead (contract)	Replacement – ON HOLD
Community Health Worker (contract)	NEW under COVID-19 Vaccine Grant – ON HOLD – (No. 3 of 3)
MCH Nurse 1.0 – Public Health	Replacement – ON HOLD
CSO	1 Vacancy – post in 2025
Victim Witness Secretary – County Attorney's Office	1 vacancy – pending
Deputy Sheriff – Bailiff	New Hire starting in January 2025
Probation Officer	New Hire starting in December 2024
Deputy Sheriff	1 Vacancy
Equipment Operator	Retirement – interview in December
Children's Mental Health Social Worker	Replacement for internal hire for Community Outreach SW
Corrections Officer	2 vacancies – 1 termination and 1 replacement for internal hire
WIC Coordinator	Retirement – posted in December

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

III.

2025 Capital Improvement Plan Development

December 11th, 2024

County Program Aid (CPA) is a general purpose aid to counties that can be used for any lawful expenditure. It is also intended to be used for property tax relief by reducing the amount of revenue collected locally, through property tax or other means. Prior to 2004, counties received aid through a number of different programs. Beginning in 2004, the aid programs were combined into one general aid program.

CPA is allocated by two formulas, need aid and tax-base equalization aid. From 2005 through 2017, the total amounts distributed under the two different formulas were roughly equal; however, beginning in 2018 the amount distributed through tax-base equalization aid is approximately 25 percent greater than the amount distributed through need aid.
In 2025, Chisago County is to receive $3,952,612.
Below are the Department 2025 Requests:

Chisago County Capital Improvement Program
Department Summary

Funding Source	2025	2026	2027	2028	Total
Auditor-Treasurer	$ 63,500	$ 63,500	$ 4,500	$ 4,500	$ 136,000
CCSO	$ 571,472	$ 479,203	$ 515,143	$ 542,187	$ 2,108,005
Enterprise Services	$ 1,440,018	$ 1,362,646	$ 1,000,000	$ 200,000	$ 4,002,664
Environmental Services	$ 606,000	$ -	$ -	$ -	$ 606,000
Facilities & Maintenance	$ 8,820	$ -	$ -	$ -	$ 8,820
LID	$ 232,000	$ -	$ -	$ -	$ 232,000
Public Works	$ 1,489,000	$ 780,000	$ 375,000	$ -	$ 2,644,000
Total	**$ 4,410,810**	**$2,685,349**	**$ 1,894,643**	**$ 746,687**	**$ 9,737,489**

CPA History

2024 = $4,005,880

2025 = $3,952,612

($53,286) less than 2024

Prior CPA Expenditures

$628,925

- **allocated to LEC/Jail Debt**

$406,817.63

- **allocated at 8/7 Board for CCSO Squad Replacement**

= $2,916,869.40
available for 2025 CIP Requests

At the November 13th Budget and Finance Committee, the Committee proposed initial department recommended expenditures of CPA funds of $3,302,518 (this CCSO Squads).

There are **$396,136.00** funds remaining for the proposed unfunded department equipment proposals (remaining 2025 CPA and 2024 Carryover). **$1,049,318.00** of unfunded department requests remain.

Attachment(s):

- 2025 Capital Improvement Plan List – Recommended at 11/13
- 2925 CIP Lists – Projects Remaining – as of 12/5/2024

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2025
Auditor-Treasurer		
AUD-0137	Election Equipment Replacement Fund	$ 59,000
AUD-0139	Election Results - Storage Media	$ 4,500
Auditor-Treasurer Total		**$ 63,500**
CCSO		
CCSO-0141	Sheriff's Office Patrol Vehicle Replacements	$ 406,822
CCSO-0449	Armor camera systems	$ 8,575
CCSO-0450	DRACO Less-lethal gas deliver system	$ 23,600
CCSO-0451	Transit Van Safari Roof Rack	$ 7,500
CCSO-0452	Humvee rear ramp system	$ 4,575
CCSO-0453	IR Lighting	$ 13,650
CCSO-0454	Patrol Rifle Plates	$ 48,500
CCSO-0455	Mobile Field Force equipment	$ 58,250
CCSO Total		**$ 571,472**
Enterprise Services		
ENTS-0420	2025 Small Equipment Replacement	$ 175,000
ENTS-0422	Replace Core Network Equipment - County UCS Servers	$ 600,000
ENTS-0424	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	$ 19,700
ENTS-0427	Replace 911 Server- Nice Audio Recorder	$ 45,000
ENTS-0446	AS400 End Of Life/End Of Support - Replace Agency Collection and Social Welfare Systems	$ 30,000
ENTS-0447	Replace APC Automatic Transfer Switches that feed critical infrastructure in County Data Centers	$ 25,000
ENTS-0448	Core Network Upgrade - Replace Cisco OTV with VXLAN	$ 105,000
Enterprise Services Total		**$ 999,700**
Environmental Services		
ENVS-0120	2002 3/4 Ton Truck Replacement	$ 55,000
ENVS-0132	5 Year Mower Replacement	$ 15,700
ENVS-0218	5 Year Mower Replacement	$ 15,700
ENVS-0380	County Parks Entrance Signage	$ 50,000
ENVS-0435	Brush Mower	$ 10,000
ENVS-0436	Snowblower	$ 10,500
ENVS-0437	Grapple	$ 5,000
ENVS-0438	DR Mower	$ 4,500

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2025
ENVS-0439	Kayak Dock Ramps	$ 18,000
ENVS-0440	Snowplow	$ 10,500
ENVS-0441	SIRT-Wetland Delineation and Enviromental Review Contracted Services	$ 30,000
ENVS-0442	SIRT-Wetland Mitigation Land Credit Purchase	$ 30,000
ENVS-0443	Parks Maintenance Facility- Existing Pole Building Structures- Steel Renovation	$ 54,000
ENVS-0444	Insulate and Install Heating System-New Parks Building Structure	$ 45,000
Environmental Services Total		**$ 353,900**
Facilities & Maintenance		
MNT-0460	ECC Storage/Training Room Privacy	$ 8,820
MNT-0461	ICS Facilities Study	$ 250,126
Facilities & Maintenance Total		**$ 258,946**
Public Works		
PWKS-0170	Patch Wagon	$ 60,000
PWKS-0175	Tandem Snow Plow Truck	$ 365,000
PWKS-0226	Tandem Snow Plow	$ 330,000
PWKS-0429	Mower	$ 195,000
PWKS-0431	Survey Equipment	$ 60,000
PWKS-0434	Tire Machine	$ 45,000
Public Works Total		**$ 1,055,000**
Total		**$ 3,302,518**

2025 Remaining Capital Improvement Requests

Public Works

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
PWKS-0230	7	$40,000.00	Changeable Message Signs	New addition
PWKS-0228	8	$25,000.00	Skidsteer Trailer	New addition
PWKS-0432	9	$4,000.00	Walk Behind Saw	Current saw has problems running and is not reliable
PWKS-0176	10	$365,000.00	Tandem Snow Plow Truck	Full truck replacement for Unit 366
		$434,000.00		

Enterprise Services

Project	Priority	Amount Requested	Equipment/Capital Project	Comments
ENTS-0192	1	$175,000.00	Replace WiFi in County Buildings	
ENTS-0420	1	$64,300.00	2025 Small Equipment Replacement	Approved $175,000
ENTS-0422	1	$340,000.00	Replace Core Network Equipment - County UCS Servers	Approved $600,000
ENTS-0426	3	$11,018.00	2025 Small Equipment New Requests	Law Enforcement Laptop - Cyber Crimes; Monitors for Zoning for Bluebeam/Tyler implementation
ENTS-0458	3	$25,000.00	Cameras for Parks - Checkerboard Shop/Park , Ki Chi Saga	End user request, not impacting entire county network
		$615,318.00		

Public Works	**$434,000.00**	
Enterprise Services	**$615,318.00**	
TOTAL REQUESTS	**$1,049,318.00**	
2025 CPA Remaining	**$279,969.00**	
2024 Carryover	**$245,567.00**	AS OF 12/6/2024 (SUBJECT TO CHANGE)
2025 Parks Requests	**($129,400.00)**	Funded with 2024 Carryover
AMOUNT AVAILABLE	**$396,136.00**	

IV.

2025 Fee Schedule

December 11th, 2024

The annual Chisago County Fee Schedule lists the fees for services charged by Chisago County Department. As required by Minn. Stat. Section 373.41, these service fees, charges and rates are established by ordinance.

Chisago County provides a wide range of services to its residents. User fees have been established:

- to control expenditures,
- distribute costs equitably, and
- recoup some of the expense to provide these services.

Since many of the services provided by the county have a level of public benefit included in them, the full price to deliver many services will not be charged to the user. When a single user can be identified as the sole benefactor of a government service, the full cost of that service will be charged.

If the Chisago County Budget and Finance Committee wishes to change the Fee Schedule for 2025. The following Public Hearing notice will need be published for at least 10 days:

Notice of Intent to Implement and Modify Fee Schedule for County Services

Pursuant to Minnesota Statutes, Chapter 373, notice is hereby given by the Chisago County Board of Commissioners of the intent to implement or modify various department charges for services effective January 7th, 2025.

The proposed charges for services will be considered at a public hearing conducted by the Chisago County Board of Commissioners at __:00 am or shortly thereafter on Tuesday, January 7, 2025 in the County Board Room of the Chisago County Government Center in Center City, Minnesota. The Chisago County Board of Commissioners may raise or decrease these fees at the said hearing.

Information on proposed charges for services is on file in the Chisago County Auditor's Office Chisago County Government Center in Center City, Minnesota. If you have any questions in regard to the above, please contact Chase Burnham, County Administrator, Chisago County Auditor's Office, (651) 213-8877, or email Chase.Burnham@chisagocountymn.gov.

Attachments:

- DRAFT 2025 Fee Schedule

Chisago County Fee Schedule

January 7, 2025

COUNTYWIDE FEES	FEE
Credit Card Payments eChecks	Note: A 2.5% ($2.00 minimum) fee will be assessed when paying with credit/debit card. ~~or a~~ For property tax payments only, a fee of 1.0% will be assessed when paying with a debit cards. $1.50 fee will be assessed for eChecks up to $10,000. or $5.00 for eChecks over $10,000.
Copies	$0.25 per page for 100 of fewer pages

ASSESSOR	FEE
Not Applicable	Majority of our information is available online.

AUDITOR-TREASURER	FEE
Auctioneer License	$20.00
Bond Certificate	$200.00
Cannabis Retail License	
Confession of Judgment • Setup Fee – 1st COJ • Setup Fee – 2nd COJ	 $100.00 per parcel $200.00 per parcel
Deed Tax	Sale Price X 0.0033
Delinquent Tax Fee (1st year)	$25.00
Delinquent Tax Certification – Parcel Specific	$10.00 per parcel
Delinquent Tax List	$50.00
Duplicate Tax Statement for Non-Owners	$1.00 per parcel
Elections - Candidate Filings • County • Soil & Water • Federal and State	 $50.00 $20.00 Per State Statute
Elections – All Non-State Elections • Cost of programing equipment, supplies and ballot printing • Cost of absentee voting administration	Actual Cost
Electronic Data Report	$30.00 per report
Fireworks Permit	$50.00

Gravel Tax Administrative Fee	5% of tax collected (MS 298.75, subd. 7b)
Gravel Tax – Late Penalty	$5.00 per day beginning the 15th day after the last day of each calendar quarter for the first 30 days; increases to $10.00 per day thereafter (MS 298.75, subd. 5)
Green Acres Payback Calculation • General – response withing 5 business days • If property split is involved • Expedited fee if needed sooner than 5 business days	 $50.00 per parcel $100.00 per parcel $50.00 per parcel
License Renewal – Late Fee – All Licenses	$100.00 per license
Liquor Licenses • Off-Sale 3.2% Malt Liquor** • On-Sale 3.2% Malt Liquor** • Off & On-Sale 3.2 Malt Liquor** • Off-Sale Intoxicating Liquor • On-Sale Intoxicating Liquor • Temporary 1-4 Day On-Sale Intoxicating Liquor • Wine • Wine & 3.2% Malt Liquor (Strong Beer) • Sunday Liquor • New License Investigation Fee – In-State • New License Investigation Fee – Out of State ** ½ of license fee is paid to township	 • $50.00 • $150.00 • $225.00 • $200.00 • $2,000.00 • $350.00 per event • $600.00 • $750.00 • $200.00 • $200.00 • Actual Cost
Mortgage Registration	Mortgage Amount X 0.0023
Non-Sufficient Funds	$30.00
Notice of Expiration of Redemption Publication	$100.00 per parcel
Precious Metal License	$100.00
Property Tax Escrow Fee	$1.50 per parcel
Research Archived Tax Records	$30.00 per hour (1 hour minimum) + $5.00 per parcel, per year
Septic Loan Administration Fee	$100.00 Per Parcel
Special Assessment – Correction After Posting	$50.00 per parcel
Tax Forfeit Notice and Advertising Fee	$200.00 per parcel
Tax Forfeit Sale Fee	$200.00 per parcel
Tax Forfeit Repurchase Fee	$200.00 per parcel
Tobacco License	$150.00

COUNTY ATTORNEY	**FEE**

Copy Charges (data requests and discovery to privately retained counsel)	$.25 per page $10 per CD

COURT ADMINISTRATION	FEE

ENTERPRISE SERVICES	FEE
Any IT or GIS Work	$75.00 / hour. Minimum billing 1 hour

ENVIRONMENTAL SERVICES - PARKS	FEE
All Chisago County Parks / Trails	Freely available for individual public use on a first-come, first-served basis. May be reserved for large special events subject to approval by Park Director. Special Use Permit event rules/fees and other reservation; season pass; vendor; field use fees apply.
Special Use Permits Basic/Small Event Large Event *Event size and maintenance charge and deposit refunds as determined by the Parks Director	$35.00; $25.00 per hour Maintenance Charge $300.00; & $500.00 Refundable Deposit
Shelter Reservations Checkerboard Park Shelter #1 Dennis Frandsen Park Shelter #1 Fish Lake Park Shelter #1 – Near Playground Fish Lake Park Shelter #2 – Near Lake Ki-Chi-Saga Park Shelter #1 – Near Playground Ki-Chi-Saga Park Shelter #2 – Near Soccer Fields Kost Dam Park #1	$35.00 Weekdays Excluding Holidays Weekends & Holidays: - $60.00 Residents / Businesses - $75.00 Non-Residents / Businesses
Campsite Reservations Ki-Chi-Saga Park Campsite #1 – South Center Lk. Ki-Chi-Saga Park Campsite #2 – Linn Lake	$15.00 per day

Regional Trails Sunrise Prairie Regional Trail Swedish Immigrant Regional Trail	Freely available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Athletic Fields Ki-Chi-Saga Ball Fields (1-4) Ki-Chi-Sage Soccer Fields (1-4) Ki-Chi-Saga Lacrosse/Flag Football Fields (5-6)	$10.00 per person, per season (Category 1-4) $15.00 per person, per season (Category 5) Scheduling and availability pursuant to the Parks Director; Seasonal application, billing, and payment required.
Park Concessions Food Truck/Mobile Concession Agreements Ki-Chi-Saga Park Concessions Building	$35.00 per month in which the concessionaire is present and operating at the park $TBD
Fish Lake County Park - Parking	Memorial Day weekend thru Labor Day (Friday thru Sunday): - $20.00 Season Pass -or- - $3.00 daily parking
Checkerboard Park Dog Park	Freely available on a first-come, first-served basis with valid dog license. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Dennis Frandsen Park Disc Golf Course	Freely available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Mountain Bike Course – Ki-Chi-Saga Park	Available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.

General Park Playgrounds - All Parks	Available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Athletic Field Tournaments	$300.00; and $500.00 Refundable Deposit
Adopt-A-Trail Segments	$250.00 per trail segment per Calendar year
Special Park Board Meeting	$500.00 scheduled at the discretion of the Parks Director & Park Board Chair.

ENVIRONMENTAL SERVICES - SEPTIC	**FEE**
Commercial Subsurface Sewage Treatment System (SSTS)	$406.00 Minimum Basic System Fee; plus, billable $58.98 hourly rate for enhanced plan review and investigation time
Residential SSTS - Compliance Inspection	$250.00
Residential SSTS – Compliance Inspection Tank Only	$135.00
Residential SSTS - Winter Compliance Inspection	$300.00
Residential SSTS - New Home	$406.00
Residential SSTS - New Residential 2+ Unit Community System	$406.00 per unit
Residential SSTS – 1,500-gallon, gallons per day (gpd)	$406.00; ** plus, $58.98 hourly rate for enhanced investigation time
Residential SSTS - Repair or Replacement of Entire System	$406.00
Residential SSTS – Repair Tank Only with Pretreatment (Type 4 System)	$203.00
Residential SSTS – Repair Convert to Holding Tank	$203.00
Residential SSTS – Repair Sewer/Municipal Connection on different Property Identification Number (PIDs)	$99.25
Residential SSTS – Repair Sewer Connection on same Property Identification Number (PID)	$99.25

SSTS Design Change – Redesign (After permit approval)	$58.98 per hour (Minimum one hour charge)
SSTS Design Change – Adjusted Site/Relocate	$135.00 (per site visit with one hour review)
SSTS Expired - Permit Renewal (Expiration period is 1 year from issue date)	$203.00
Site Verification (requested prior to or without building permit application)	$135.00
Operating Permit – Single Family Residential (pretreatment systems are for life of system)	$25.00 per year
Operating Permit – Commercial up to 4,999 (gpd)	$50.00 per year
Operating Permit Commercial 5,000 – 9,999 (gpd)	$100.00 per year; plus, any associated billable county consultant/engineering fees.
Land Application site =/< 50 acres (5-year permit)	$150.00
Land Application site > 50 acres (5-year permit)	$250.00
Land Application site – permit renewal	$50.00
Re-inspection per trip charge	$58.98 per hour (Minimum one hour charge)
Special On-site meeting/consult review or appeal with designer, perc tester, or applicant	$100.00

ENVIRONMENTAL SERVICES – SOLID WASTE	**FEE**
Construction/Demolition Land Disposal Facility License	$250.00
Haulers License	$250.00; plus, $25.00 per registered municipal solid waste truck AND $5.00 per recycling truck
Industrial Solid Waste Land Disposal Facility License	$250.00
Recycling Facility License	$250.00
Solid Waste Land Disposal Facility License	$250.00
Solid Waste Processing Facility License	$250.00
Transfer Station License	$250.00
Waste Tire Facility	$250.00
Yard Waste/Composting Facility	$250.00
Solid Waste / Recycle Hauler Bond	$5,000 bond per garbage truck

	$1,000 bond per roll-off truck $0 bond per recycle truck
Problem Materials Facility (tires, appliances, e-waste)	$25,000 bond per Recycling Facility $TBD Other Facilities
Solid Waste License Investigation -greater than two site investigation inspections per license period	$66.26 per additional site inspection/hour (Minimum one hour charge)
Commercial Solid Waste & Recycling Assessment -1st site inspection/consultation -additional assessment, visits, or reports	$0 $66.26 per hour (Minimum one hour charge)
Business Household Hazardous Waste	Minimal Generators only, market rates apply, call for current market price list.

ENVIRONMENTAL SERVICES – SHORELAND	**FEE**
Grading & Filling Permit	$125.00 (1 site visit / 2 hours of review)
Shoreline Alteration	$125.00 (1 site visit / 2 hours of review)
Additional site visits or office work	$66.26 per hour
"After the Fact" Alteration, Vegetation Removal, Grading and/or Filling Without Permit	$500.00 administrative penalty; plus, double the application fee

ENVIRONMENTAL SERVICES – WETLANDS	**FEE**
Delineation Review: -with plat application less than 3 lots -with plat application of 3+ lots, or other request (No specified land use request)	$200.00 (up to 4 hours of review) $200.00 if less than 1 acre (4 hours review) $360.00 1-10 acres (up to 7 hours review) $500.00 greater than 10 acres (10 hours review)
Exemption Determination	$200.00 (up to 4 hours of review time)
No-Loss Determination	$200.00 (up to 4 hours of review time)
Replacement Plan Review: -less than 1 acre -1-10 acres -greater than 10 acres	$550.00 $1,200.00 $1,800.00

Banking Plan Development Application: -less than 10 acre -greater than 10 acres	 $66.26 per hour $1,000.00 (up to 20 hours of review time)
Pond Permit (within wetland/wetland alteration)	$200.00
Office and Field Work Beyond Scope of Standard Permit Review Time or Other wetland staff services	$66.26 per hour
After the Fact Wetland Replacement Plan, Exemption or No-Loss Application/Permit	Double the application fee
Appeal of a Wetlands Conservation act Decision	Board of Appeals & Adjustment application/meeting fee; plus, hourly wetland staff services.
Site-specific Creation, Banking, or Restoration monitoring	$500.00 per year commencing after submission of the final "as-builts" and concluding upon TEP certification (~ 3 years.)

ENVIRONMENTAL SERVICES – ZONING	**FEE**
Administrative Permits -General Land Use Permit (administrative permits not otherwise itemized below, other permit services as determined by the Zoning Administrator) -Special event parking / camping -Sign Permit -Public Project Gravel/Mining, Commercial Solar -Lot Reconfiguration (property boundary adjustment) -Tie Together -Minor Subdivision -Minor Subdivision Ground truthing/Site Area -SSTS Administrative Variance -After the Fact Administrative Permits	 $150.00 $150.00 with $25.00 annual renewal fee for same $75.00 $525.00 $250.00** $150.00** $300.00** $125.00 $150.00** Double the Application Fee
Variance Application Fee -After the Fact Variance Applications Resulting from Voluntary Compliance Resulting from Code Enforcement Efforts	$600.00** $900.00 (Application Fee x 1.5) $1,200.00 (Application Fee x 2)
Zoning Decision Appeal Application	$500.00**

Conditional (CUP) and Interim Use Permit (IUP) Applications and Amendments	
-Minor CUP / IUP (cabinet shop, air strip, dog kennel, commercial solar, rural retail tourism, major home occupation, local government building, church, other proposals of small scale as determined by Zoning Administrator)	$650.00**
-Major CUP / IUP (5+ unit campground, mobile home park, commercial recreation area, gravel pit, communication tower, solid waste/refuse facility, pipelines transmission lines and associated towers, other projects of scale as determined by the Zoning Administrator)	$1,025.00; plus, $TBD cash escrow deposit and renewing escrow agreement as determined by the Zoning Administrator for purposes of covering all county staff and third-party consultant costs
- IUP Extension / Renewal	$650.00
-After the Fact CUP / IUP Applications Resulting from Voluntary Compliance Resulting from Code Enforcement Efforts	 $975.00 (Application Fee x 1.5) $1,300.00 (Application Fee x 2)
Zoning Text, Plan, and Map Changes -Rezoning Application -Zoning Text Amendment Application -Comprehensive Plan Amendment Application -Planned Unit Development (PUD) /Amendment	 $650.00** $650.00** $650.00** $650.00**
Platting & Subdivision Fees -Preliminary Plat 1-3 lots -Preliminary Plat greater than 3 lots -PUD/Cluster Development Plan -Preliminary Plat Compliance Fee (no roads) -Preliminary Plat Compliance Fee (with roads) -Repeat ground truthing and/or other site visits -Final Plat -Final Plat Recording Fee -Consent to Plat Fee -Park Dedication Fee	 $500.00** $500.00, plus $35.00 per lot** $750.00, plus $35.00 per lot** $150.00 $100.00 per lot $66.26 per hour (one hour minimum) $500.00** $56.00 as determined by County Recorder $46.00 as determined by County Recorder $1,600.00 per lot
Special Meetings -Planning Commission -Board of Adjustment and Appeals	 $1,000.00; plus, land use application fee $1,000.00; plus, variance/appeal application fee
Zoning or Flood Plain Verification Letter/Map	$50.00
Environmental Review: Environmental Assessment Worksheet (EAW) / Environmental Impact Statement (EIS) / Alternative Urban Areawide Review (AUAR)	$500.00; plus, $2,500 escrow deposit and $TBD renewing escrow agreement covering all county staff and third-party county consultant costs

Short Term Rental License Application	$300.00 Annually; not prorated

*** Denotes Additional County Recorder Recording Fees*

Note: $66.26 hourly rate charges represent services above and beyond standard service allowance; rate determined from mid-grade (Grade 5) Land Services Coordinator scale plus 25% overhead cost.

ENVIRONMENTAL SERVICES – BUILDING CODE – Residential/Commercial Construction	**FEE**
Plan Review Fee	65% of Building Permit Fee
State Surcharge – applicable to all	Per M.S. 326B.148 (0.0005 times the valuation up to $1,000,000; for projects over $1,000,000 see MN Statute)
Fee Schedule Extracted From **1997 UBC Fee Schedule** and MN Rules 1300 / with adjusted minimum charge and hourly rate (M.S. 326B.153)	Fees based on building value as noted below:
$1 to $4000 (Minimum Building Permit Fee)	$97.25 (formula adjusted within 1997 formula to cover representative base rate/rural travel cost...minimum permit cost)
$4,001 to $25,000	$97.25 for the first $4,000; plus $14.00 for each additional $1,000 up to $25,000
$25,001 to $50,000	$391.25 for the first $25,000; plus, $10.10 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$643.75 for the first $50,000; plus, $7.00 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$993.75 for the first $100,000; plus, $5.60 for each additional $1,000 or fraction thereof to $500,000
$500,001 to $1,000,000	$3,233.75 for the first $500,000; plus, $4.75 for each additional $1,000 or fraction thereof to $1,000,000
$1,000,001 and up	$5,608.75 for the first $1,000,000; plus, $3.15 for each additional $1,000 or fraction thereof

Value Note: *Building permit project value determination based on per sq. ft. measurement area multiplied at a percentage of the prior year (2023) International Code Council (ICC) per sq ft. construction type valuation data as available and updated annually at the Environmental Services Department (ESD). Residential one and two-family construction classifications for 2024 will be valued at a maximum of 85% of the base 2023 Rate of $167.37 per sq. ft. and adjusted according to construction type/scope and valuation by the ESD. For 2024 construction Valuation Table information please consult the ESD.*	
Other Building Permit Fees:	
Plumbing (residential)	$99.25 Minimum Value Based – see above
Mechanical (residential)	$99.25 Minimum Value Based – see above
Residential Fixture or Appliance under MN Statutes 16B.665	$99.25 Minimum Value Based – see above
Air Conditioning Installations	$99.25 Minimum Value Based – see above
Furnace/Boiler Replacement	$99.25 Minimum Value Based – see above
Doors (in existing openings)	$99.25 Minimum Value Based – see above
Re-Roofing (residential)	$99.25 Minimum Value Based – see above
Re-siding (residential)	$99.25 Minimum Value Based – see above
Window Replacement (in existing openings)	$99.25 Minimum Value Based – see above
Shed Installation (Pre-built)	$99.25 Minimum Value Based – see above
New Gas Fireplace or Free-Standing Woodstove	$128.25 Minimum Value Based – see above
Replace Fireplace or Woodstove	$99.25 Minimum Value Based – see above
Gas Piping	$99.25 Minimum Value Based – see above
Commercial Structures (Plumbing, Mechanical, Roofing, etc.)	$157.25 Minimum Value Based – see above
Sign	$162.46

Demolition Single Family Residential	$500.00 includes testing (asbestos) lab fees; plus, refundable $10,000 performance bond and/or payment deposit.
Demolition Single Family Residential – Fire Damaged, Unsafe to enter, or other compromised structure	$58.98 per hour site assessment fee to determine if damaged/unsafe condition and ability to enter/test; plus, separate $250.00 demolition permit. *Note: Chisago City requires separate site assessment and demo permit/fees where applicable.
Demolition Commercial/Multi-Residential	$500.00; plus, materials (asbestos) testing reports/data required independently by the applicant; and refundable $ 10,000 proposed performance bond and/or payment.
Asbestos / Lead Inspections – without Demolition Permit -general inspection of existing residence -Inspection associated with underpin or similar permitted project	$135.36; plus, materials testing lab fees $58.98 per hour; plus, materials testing lab fees
Inspection of Existing Structure/Home being relocated within or moved to Chisago County	$58.98 per hour; plus, current mileage rate
Inspection Outside of Normal Business Hours	$58.98 per hour (minimum charge 2 hours)
Re-Inspection Fee	$58.98 per hour (minimum charge one hour)
Additional / Special Inspections for which no fee is specifically indicated	$58.98 per hour (minimum charge one hour)
Additional plan review required by changes, additions, or revisions to plans as determined by the County Building Official	$58.98 per hour (minimum charge one-half hour)
Use of outside consultants for plan checking and inspections, or both	$58.98 per hour or Actual Plan Check and Inspection Costs as billed by consultant, whichever is greater.
Construction without a Permit Investigation / Red Tag Fee	$58.98
Note: $58.98 hourly rate inspection charges represent services above and beyond standard inspection allowance; rate determined from mid-grade (Grade 5) Building Official scale plus 25% overhead cost.	

Other General ESD Office Fees:	FEE
Record Document Vault Search, Retrieval/Review Charge and/or other Non-Standardized Special Office Services	$37.00 per hour *(mid-grade office staff hourly rate plus 25% overhead)*

~~ENVIRONMENTAL SERIVCES - PARKS~~	~~FEE~~
~~All Chisago County Parks / Trails~~	~~Freely available for individual public use on a first-come, first-served basis.~~ ~~May be reserved for large special events subject to approval by Park Director.~~ ~~Special Use Permit event rules/fees and other reservation; season pass; vendor; field use fees apply.~~
~~Special Use Permits~~ ~~Basic/Small Event~~ ~~Large Event~~ ~~*Event size and maintenance charge and deposit refunds as determined by the Parks Director~~	~~$35 fee $25/Hour Maintenance Charge~~ ~~$300 fee & $500 Refundable Deposit~~
~~Shelter Reservations~~ ~~Checkerboard Park Shelter #1~~ ~~Dennis Frandsen Park Shelter #1~~ ~~Fish Lake Park Shelter #1 – Near Playground~~ ~~Fish Lake Park Shelter #2 – Near Lake~~ ~~Ki-Chi-Saga Park Shelter #1 – Near Playground~~ ~~Ki-Chi-Saga Park Shelter #2 – Near Soccer Fields~~ ~~Kost Dam Park #1~~	~~$35 Weekdays Excluding Holidays~~ ~~Weekends & Holidays:~~ ~~- $60 Residents / Businesses~~ ~~- $75 Non-Residents / Businesses~~
~~Campsite Reservations~~ ~~Ki-Chi-Saga Park Campsite #1 – South Center Lk.~~ ~~Ki-Chi-Saga Park Campsite #2 – Linn Lake~~	~~$15 per day~~
~~Regional Trails~~ ~~Sunrise Prairie Regional Trail~~ ~~Swedish Immigrant Regional Trail~~	~~Freely available on a first-come, first-served basis.~~ ~~Organized events or reserved use requires a Special Use Permit - event rules/fees apply~~
~~Athletic Fields~~ ~~Ki-Chi-Saga Ball Fields (1-4)~~ ~~Ki-Chi-Sage Soccer Fields (1-4)~~ ~~Ki-Chi-Saga Lacrosse/Flag Football Fields (5-6)~~	~~$10/Per Person-Per Season (Category 1-4)~~ ~~$15/Per Person-Per Season (Category 5)~~ ~~Scheduling and availability pursuant to the Parks Director; Seasonal application, billing, and payment required.~~

Park Concessions Food Truck/Mobile Concession Agreements Ki-Chi-Saga Park Concessions Building	 $35 per month in which the concessionaire is present and operating at the park $TBD
Fish Lake County Park – Parking	Memorial Day weekend thru Labor Day (Friday thru Sunday): – $20 Season Pass - or - – $3 daily parking
Checkerboard Park Dog Park	Freely available on a first-come, first-served basis with valid dog license. Organized events or reserved use requires a Special Use Permit - event rules/fees apply
Dennis Frandsen Park Disc Golf Course	Freely available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply
Mountain Bike Course – Ki-Chi-Saga Park	Available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
General Park Playgrounds - All Parks	Available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Athletic Field Tournaments	$300 fee & $500 Refundable Deposit
Adopt-A-Trail Segments	$250 per trail segment per Calendar year
Special Park Board Meeting	$500 scheduled at the discretion of the Parks Director & Park Board Chair.

ENVIRONMENTAL SERIVCES - SEPTIC	**FEE**

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~~Commercial SSTS~~	~~$406 Minimum Basic System Fee – plus billable $58.98 hourly rate for enhanced plan review and investigation time~~
~~Residential SSTS – Compliance Inspection~~	~~$250~~
~~Residential SSTS – Compliance Inspection Tank Only~~	~~$135~~
~~Residential SSTS – Winter Compliance Inspection~~	~~$300~~
~~Residential SSTS – New Home~~	~~$406~~
~~Residential SSTS – New Residential 2+ Unit Community System~~	~~$406 per unit~~
~~Residential SSTS – 1,500 gallon pgd~~	~~$406 ** plus $58.98 hourly rate for enhanced investigation time~~
~~Residential SSTS – Repair or Replacement of Entire System~~	~~$406~~
~~Residential SSTS – Repair Tank Only with Pretreatment (Type 4 System)~~	~~$203~~
~~Residential SSTS – Repair Convert to Holding Tank~~	~~$203~~
~~Residential SSTS – Repair Sewer/Municipal Connection on different property identification number (PIDs)~~	~~$99.25~~
~~Residential SSTS – Repair Sewer Connection on same property identification number (PID)~~	~~$99.25~~
~~SSTS Design Change – Redesign (after permit approval)~~	~~$58.98 per hour; minimum 1 hour charge~~
~~SSTS Design Change – Adjusted Site/Relocate~~	~~$135 (per site visit with 1 hour review)~~
~~SSTS Expired – Permit Renewal (expiration period is 1 year from issue date)~~	~~$203~~
~~Site Verification (requested prior to or without building permit application)~~	~~$135~~
~~Operating Permit – Single Family Residential (pretreatment systems are for life of system)~~	~~$25 per year~~
~~Operating Permit – Commercial up to 4,999 gpd~~	~~$50 per year~~
~~Operating Permit Commercial 5,000 – 9,999 gpd~~	~~$100 per year plus any associated billable county consultant/engineering fees~~
~~Land Application site =/< 50 acres (5 year permit)~~	~~$150~~
~~Land Application site > 50 acres (5 year permit)~~	~~$250~~
~~Land Application site – permit renewal~~	~~$50~~
~~Re-inspection per trip charge~~	~~$58.98 per hour; minimum 1 hour charge~~

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~~Special On-site meeting/consult review or appeal with designer, perc tester, or applicant~~	~~$100~~

~~ENVIRONMENTAL SERCICES – SOLID WASTE~~	~~FEE~~
~~Construction/Demolition Land Disposal Facility License~~	~~$250~~
~~Haulers License~~	~~$250; plus $25 per registered municipal solid waste truck and $5 per recycling truck~~
~~Industrial Solid Waste Land Disposal Facility Lic.~~	~~$250~~
~~Recycling Facility License~~	~~$250~~
~~Solid Waste land Disposal Facility License~~	~~$250~~
~~Solid Waste Processing Facility License~~	~~$250~~
~~Transfer Station License~~	~~$250~~
~~Waste Tire Facility~~	~~$250~~
~~Yard Waste/Composting Facility~~	~~$250~~
~~Solid Waste / Recycle Hauler Bond~~	~~$5,000 bond per garbage truck~~ ~~$1,000 bond per roll-off truck~~ ~~$0 bond per recycle truck~~
~~Problem Materials Facility~~ (tires, appliances, e-waste)	~~$25,000 bond per Recycling Facility~~ ~~TBD Other Facilities~~
~~Solid Waste License Investigation~~ ~~– greater than two site investigation inspections per license period~~	~~$66.26 per additional site inspection/hour; minimum 1 hour charge~~
~~Commercial Solid Waste & Recycling Assessment~~ ~~– 1st site inspection/consultation~~ ~~– additional assessment, visits, or reports~~	~~$0~~ ~~$66.26 per hour; minimum 1 hour charge~~
~~Business Household Hazardous Waste~~	~~Minimal Generators only, market rates apply, call for current market price list.~~

~~ENVIRONMENTAL SERVICES – SHORELAND~~	~~FEE~~
~~Grading & Filling Permit~~	~~$125 (1 site visit/2 hours of review)~~
~~Shoreline Alteration~~	~~$125 (1 site visit/2 hours of review)~~
~~Additional site visits or office work~~	~~$66.26 per hour~~
~~"After the Fact" Alteration, Vegetation Removal, Grading and/or Filling Without Permit~~	~~$500 administrative penalty plus double the application fee~~

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ENVIRONMENTAL SERVICES – WETLANDS	FEE
Delineation Review: – with plat application less than 3 lots – with plat application of 3+ lots or other request – (no specified land use request)	 $200 (up to 4 hours of review) $200 if less than 1 acre (4 hours review) $360 1-10 acres (up to 7 hours review) $500 greater than 10 acres (10 hrs. review)
Exemption Determination	$200 (up to 4 hours of review time)
No-Loss Determination	$200 (up to 4 hours of review time)
Replacement Plan Review: – less than 1 acre – 1-10 acres – greater than 10 acres	 $550 $1,200 $1,800
Banking Plan Development Application: – less than 10 acre – greater than 10 acres	 $66.26/hour $1000 (up to 20 hours of review time)
Pond Permit (within wetland/wetland alteration)	$200
Office and Field Work Beyond Scope of Standard Permit Review Time or Other wetland staff services	$66.26 per hour
After the Fact Wetland Replacement Plan, Exemption or No-Loss Application/Permit	Double the application fee
Appeal of a Wetlands Conservation act Decision	Board of Appeals & Adjustment application/meeting fee plus hourly wetland staff services.
Site-specific Creation, Banking, or Restoration monitoring	$500 per year commencing after submission of the final "as-builts" and concluding upon TEP certification (~ 3 years.)

ENVIRONMENTAL SERVICES – ZONING	FEE
Administrative Permits – General Land Use Permit (administrative permits not otherwise itemized below, other permit services as determined by the Zoning Administrator) – Special event parking / camping – Sign Permit – Public Project Gravel/Mining, Commercial Solar – Lot Reconfiguration (property boundary adjustment) – Tie Together – Minor Subdivision – Minor Subdivision Groundtruthing/Site Area – SSTS Administrative Variance – After the Fact Administrative Permits	 $150 $150 w/ $25 annual renewal for same $75 $525 $250** $150** $300** $125 $150** Double the Application Fee

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Variance Application Fee - After the Fact Variance Applications Resulting from Voluntary Compliance Resulting from Code Enforcement Efforts	$600** $900 (Application Fee x 1.5) $1,200 (Application Fee x 2)
Zoning Decision Appeal Application	$500**
Conditional and Interim Use Permit Applications and Amendments - Minor CUP / IUP (cabinet shop, air strip, dog kennel, commercial solar, rural retail tourism, major home occupation, local government building, church, other proposals of small scale as determined by Zoning Administrator) - Major CUP / IUP (5+ unit campground, mobile home park, commercial recreation area, gravel pit, communication tower, solid waste/refuse facility, pipelines transmission lines and associated towers, other projects of scale as determined by the Zoning Administrator) - IUP Extension / Renewal - After the Fact CUP/IUP Applications Resulting from Voluntary Compliance Resulting from Code Enforcement Efforts	 $650** $1,025 plus $TBD cash escrow deposit and renewing escrow agreement as determined by the Zoning Administrator for purposes of covering all county staff and third-party consultant costs $650 $975 (Application Fee x 1.5) $1,300 (Application Fee x 2)
Zoning Text, Plan, and Map Changes - Rezoning Application - Zoning Text Amendment Application - Comprehensive Plan Amendment Application - Planned Unit Development /Amendment	 $650** $650** $650** $650**
Platting & Subdivision Fees - Preliminary Plat 1-3 lots - Preliminary Plat greater than 3 lots - PUD/Cluster Development Plan - Preliminary Plat Compliance Fee (no roads) - Preliminary Plat Compliance Fee (w/roads) - Repeat groundtruthing and/or other site visits - Final Plat - Final Plat Recording Fee - Consent to Plat Fee - Park Dedication Fee	 $500** $500, plus $35 per lot** $750, plus $35 per lot** $150 $100 per lot $66.26/hr. (1 hour minimum) $500** $56 as determined by County Recorder $46 as determined by County Recorder $1,600 per lot
Special Meetings - Planning Commission	 $1,000 plus land use application fee

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~~Board of Adjustment and Appeals~~	~~$1,000 plus variance/appeal application fee~~
~~Zoning or Flood Plain Verification Letter/Map~~	~~$50~~
~~Environmental Review (EAW/EIS/AUAR)~~	~~$500 plus $2500 escrow deposit and $TBD renewing escrow agreement covering all county staff and third-party county consultant costs~~
~~Short Term Rental License Application~~	~~$300 Annually; not prorated~~
~~**Denotes Additional County Recorder Recording Fees*~~ ~~*Note: $66.26 hourly rate charges represent services above and beyond standard service allowance; rate determined from mid grade (Grade 5) Land Services Coordinator scale plus 25% overhead cost.*~~	

~~ENVIRONMENTAL SERVICES – BUILDING CODE – Residential/Commercial Construction~~	~~FEE~~
~~Plan Review Fee~~	~~65% of Building Permit Fee~~
~~State Surcharge – applicable to all~~	~~Per MN Statute 326B.148~~ ~~(0.0005 times the valuation up to $1,000,000; for projects over $1,000,000 see Statute)~~
~~Fee Schedule Extracted From 1997 UBC Fee Schedule and MN Rules 1300 / with adjusted minimum charge and hourly rate (Ref. Mn Statute 326B.153)~~	~~Fees based on building value as noted below:~~
~~$1 to $4000 (Minimum Building Permit Fee)~~	~~$97.25 (formula adjusted within 1997 formula to cover representative base rate/rural travel cost...minimum permit cost)~~
~~$4,001 to $25,000~~	~~$97.25 for the first $4,000 plus $14.00 for each additional $1,000 up to $25,000~~
~~$25,001 to $50,000~~	~~$391.25 for the first $25,000 plus $10.10 for each additional $1,000 or fraction thereof, to and including $66.26,000~~
~~$50,001 to $100,000~~	~~$643.75 for the first $66.26,000 plus $7.00 for each additional $1,000 or fraction thereof, to and including $100,000~~
~~$100,001 to $500,000~~	~~$993.75 for the first $100,000 plus $5.60 for each additional $1,000 or fraction thereof to $66.260,000~~

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$500,001 to $1,000,000	$3,233.75 for the first $66.260,000 plus $4.75 for each additional $1,000 or fraction thereof to $1,000,000
$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000 or fraction thereof
Value Note: *Building permit project value determination based on per sq. ft. measurement area multiplied at a percentage of the prior year (2023) International Code Council (ICC) per sq ft. construction type valuation data as available and updated annually at the ESD Dept. Residential one and two family construction classifications for 2024 will be valued at a maximum of 85% of the base 2023 Rate of $167.37 per sq. ft. and adjusted according to construction type/scope and valuation by the ESD Dept. For 2024 construction Valuation Table information please consult the ESD Dept.*	
Other Building Permit Fees:	
Plumbing (residential)	$99.25 Minimum Value Based – see above
Mechanical (residential)	$99.25 Minimum Value Based – see above
Residential Fixture or Appliance under MN Statutes 16B.665	$99.25 Minimum Value Based – see above
Air Conditioning Installations	$99.25 Minimum Value Based – see above
Furnace/Boiler Replacement	$99.25 Minimum Value Based – see above
Doors (in existing openings)	$99.25 Minimum Value Based – see above
Re-Roofing (residential)	$99.25 Minimum Value Based – see above
Re-siding (residential)	$99.25 Minimum Value Based – see above
Window Replacement (in existing openings)	$99.25 Minimum Value Based – see above
Shed Installation (Pre-built)	$99.25 Minimum Value Based – see above
New Gas Fireplace or Free-Standing Woodstove	$128.25 Minimum Value Based – see above
Replace Fireplace or Woodstove	$99.25Minimum Value Based
Gas Piping	$99.25 Minimum Value Based – see above
Commercial Structures (Plumbing, Mechanical, Roofing, etc.)	$157.25 Minimum Value Based – see above

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~~Sign~~	~~$162.46~~
~~Demolition Single Family Residential~~	~~$500 includes testing (asbestos) lab fees; plus refundable $10,000 performance bond and/or payment deposit.~~
~~Demolition Single Family Residential – Fire Damaged, Unsafe to enter, or other compromised structure~~	~~$58.98/per hour site assessment fee to determine if damaged/unsafe condition and ability to enter/test; plus separate $250.00 demolition permit.~~ ~~*Note: Chisago City requires separate site assessment and demo permit/fees where applicable.~~
~~Demolition Commercial/Multi-Residential~~	~~$66.260 plus materials (asbestos) testing reports/data required independently by the applicant; and refundable $ 10,000 proposed performance bond and/or payment.~~
~~Asbestos / Lead Inspections – without Demolition Permit~~ ~~– general inspection of existing residence~~ ~~– Inspection associated with underpin or similar permitted project~~	~~$135.36 plus materials testing lab fees~~ ~~$58.98/ per hour plus materials testing lab fees~~
~~Inspection of Existing Structure/Home being relocated within or moved to Chisago County~~	~~$58.98 per hour plus current mileage rate~~
~~Inspection Outside of Normal Business Hours~~	~~$58.98 per hour (minimum charge 2 hours)~~
~~Re-Inspection Fee~~	~~$58.98 per hour (minimum charge one hour)~~
~~Additional / Special Inspections for which no fee is specifically indicated~~	~~$58.98 per hour (minimum charge one hour)~~
~~Additional plan review required by changes, additions, or revisions to plans as determined by the County Building Official~~	~~$58.98 per hour (minimum charge one half hour)~~
~~Use of outside consultants for plan checking and inspections, or both~~	~~$58.98 per hour or Actual Plan Check and Inspection Costs as billed by consultant, whichever is greater.~~
~~Construction without a Permit Investigation / Red Tag Fee~~	~~$58.98~~

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~~*Note: $58.98 hourly rate inspection charges represent services above and beyond standard inspection allowance; rate determined from mid-grade (Grade 5) Building Official scale plus 25% overhead cost.*~~	
~~**Other General ESD Office Fees:**~~	
~~Record Document Vault Search, Retrieval/Review Charge and/or other Non-Standardized Special Office Services~~	~~$37.00 per hour *(mid-grade office staff hourly rate plus 25% overhead)*~~

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HEALTH & HUMAN SERVICES	**FEE**
Legally Licensed Family Day Care	
Child Care Licensing Inspection Fee	$50.00
Child Care Licensing Renewal Inspection Fee (2-year renewal)	$100.00
Corporate Foster Homes or Community Residential Services (CRS) Settings	
Inspection Fee Initial Licensing	$500
Inspection Fee Re-licensing (one or two year)	$500
Out of Home Placements	Sliding Fee Schedule
Detox Services	Sliding Fee Schedule
Central Minnesota Mental Health Center	Sliding Fee Schedule

HUMAN RESOURCES	**FEE**

PROBATION	**FEE**
Intensive Supervision Fee (M.S. 169A.74)	$550.00
Local Correction Fee (M.S. 244.18) Administrative Monitoring Fee	$300.00 $150.00
JTO & JPO Delinquency EJJ	$25.00 $50.00 $100.00
Domestic Abuse Investigation (M.S. 609.2244)	$75.00
Pre-Trial Fees (M.S. 244.18)	$250.00
Driving with Care Cognitive Skills Program	$200.00 $200.00
Random Testing Fee (M.S. 244.18)	$75.00
UA Confirmation Fee	$50.00

PUBLIC WORKS	**FEE**

Right of Way Permits	
Work Completed After-the-Fact/After-the-Fact Permit	Double the Permit Fee
Utility Permits	
Surety Bond	$10,000.00
Service Off Mainline Utility	$25.00
Mainline Utility Installation, Extension, or Upgrade under 0.5 miles	$100.00
Mainline Utility Installation, Extension, or Upgrade over 0.5 miles	$200.00
New Development Sewer and Water	$300.00
Transportation Permits	
Annual Permit	$200.00
Single Trip Permit	$30.00
Access Permits	
Street Entrance – Fee	$1,200.00
Street Entrance – Surety Bond	$10,000.00
Commercial Driveway – Fee	$1,100.00
Commercial Driveway – Surety Bond	$10,000.00
Solar Access Driveway	$1,000.00
Solar Access – Surety Bond	$10,000.00
Private Driveway – Fee	$200.00
Private Driveway – Surety Bond	$1,000.00
Field Entrance – Fee	$100.00
Field Entrance – Surety Bond	$450.00
Additional Access Inspection	$50.00
Miscellaneous Permits	
Excavation/Grading	$200.00
Drainage/Tiling	$200.00
Obstruction/Structure	$100.00
Other/Development-Related	Consult Department
County Public Ditch Permits	
Permit Fee	$100.00
Special Road Use Permits	
Permit Fee	$50.00
Specific Service Sign	$500.00 per new sign or replacement
Mailbox Support – Swing Away	$150.00
County Surveyor Fees	
Hardcopy Prints 22” x 34” or Digital Copy	
Subdivision Plats, CIC Plats and Registered Land Surveys	$10.00 per Plat

County Right-of-Way Plats	$5.00 per Page
Half Section Parcel Map	$10.00 per Half Section
Hardcopy Prints 22” x 34”	
Aerial Photo	$15.00 per Half Section
Overlay-Aerial Photo with Parcel Lines	$20.00 per Half Section
Overlay-Parcel Lines with Contours	$25.00 per Half Section
Overlay-Aerial Photo, Contours and Parcel Lines	$30.00 per Half Section
Overlay-Parcel Lines, Contours and Planimetric Features	$30.00 per Half Section
Hardcopy Prints 11” x 17” or Smaller	
Aerial Photo	$5.00
Overlay-Aerial Photo with Parcel Lines	$10.00
Overlay-Parcel Lines with Contours	$10.00
Overlay-Aerial Photo, Contours and Parcel Lines	$17.00
Overlay-Parcel Lines, Contours and Planimetric Features	$17.00
Data Pricing for Orthometric Photographs	
5000’ x 5000’ Tile	$200.00
Data Pricing in Digital Form	
1’ Contours, Planimetric Features and/or Orthometric Photos	$20.00 per Acre

RECORDER	**FEE**
Copy attested	$2.00 per document
Copy certified – Plat	$15.00
Copy certified	$10.00
Copy plain	$1.00
Copy plain – plat	$10.00
Fax/mail/email fee	$5.00
General Torrens	$20.00 per additional certificate that a document is memorialized on
Land Records reports	$25.00
Lien-Hospital	$5.00
Notary filing	$20.00
Notary – verify/certify commission	$25.00
Ordination	$20.00
Birth certificate	$26.00
Birth certificate additional	$19.00
Birth certificate non certified	$13.00
Birth verification	$9.00
Death certificate non certified	$13.00
Death certificate amendment	$40.00

Death certificate	$13.00
Death certificate additional	$6.00
Marriage certificate certified	$9.00
Marriage license amendment	$25.00
Marriage license felony	$25.00
Marriage no record found	$9.00
Marriage license fee	$115.00
Marriage license reduced fee	$40.00
Marriage license lost/destroyed	$25.00
Marriage certificate non-certified	$9.00
Marriage ceremony performed by Recorder	$50.00
Search	$20.00
Vital Record Report	$15.00
Abstract document recording	$46.00 plus $10 for each additional reference number over 4 on satisfactions
Abstract plat recording	$56.00
Torrens plat recording	$56.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Torrens document recording	$46.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Well certificate	$50.00
Condition of certificate	$50.00
Release mobile home tax lien recording	$30.00
Release state tax lien recording	$30.00
Federal tax lien recording	$46.00
State tax lien recording	$0
Mobile home tax lien recording	$0
Military discharge recording	$0 for veteran
Refile federal tax lien	$46.00
Refile state tax lien	$0
Withdraw federal tax lien recording	$46.00
Withdraw state tax lien recording	$0
LandShark set up fee	$50.00
~~250 page monthly fee~~	~~$50.00 any pages not used at the end of the month are lost~~
~~500 page monthly fee~~	~~$100.00 any pages not used at the end of the month are lost~~
~~1,000 page monthly fee~~	~~$200.00 any pages not used at the end of the month are lost~~
~~1,500 page monthly fee~~	~~$300.00 any pages not used at the end of the month are lost~~

~~2,000 page monthly fee~~	~~$400.00 any pages not used at the end of the month are lost~~
~~50 addition pages at the end of the month~~	~~$10.00 any pages not used at the end of the month are lost~~
One time LandShark user fee (Credit Card)	$7.00
Per page viewed and/or printed (subscription)	$.25 cents
Per document viewed and/or printed (credit card)	$3 per document
New fees to be adopted once ArcaSearch is implemented: Daily (24 hour) use fee $10 Weekly use fee $30 Monthly use fee $75 Year subscription $300	
Credit card company charges additional fees for the use of a credit or debit card.	

CHISAGO COUNTY SHERIFF'S OFFICE	FEE
Contract Police Protection	~~$69.17~~ $74.46
Special Duty Pay	~~$90.35~~$95.29
Service Fee per Person	~~$60.00~~$70.00 additional service at same office $10.00
Commission on Executions	5%
Posting of Sales	$70.00
Mortgage Foreclosure Sales	~~$70.00~~$80.00
Sheriff's Sales	$80.00
Redemptions	$250.00
Evictions	~~$92.00~~$190.00
Advance Fees for Paper Service	Single ~~$60.00~~$70.00 Double~~$70.00~~$80.00
Fingerprints	$10.00
Photos	$1.00
CD/DVD of Audio/Photos/Records	$20.00
Transcript of 911 call/Non-emergency call	$20.00/Hour
Gun Permit to Carry	$80.00/New $50.00/Renewal $60.00/ Late Renewal $10.00/Change of Address
Records Under 19 Pages Records 20-39 Pages Records 40-59 Pages Records 60-79 Pages Records 80-99 Pages Records 100+ Pages	$0.00 $5.00 $10.00 $15.00 $20.00 $25.00 + $20/Hour

Booking Fee	$25.00
Pay for Stay	$25.00/day
Phone Cards	Set by Vendor
Copies - Jail	$.25/page
Inmate Handbook Damage	$5.00
Inmate Identification Replacement	$5.00
Haircut Fee:	$5.00
Tote Damage or Replacement Fee:	$5.00
Huber Fees: Sentence in Chisago County Chisago County Residence sentenced in another county Non-resident sentenced in another county	 $30.00 $45.00 $55.00
Inmate Medical Fees Nurse visit Provider Visit PRN Medication per dose Prescription Medication Outside Medical Service	 $5.00 $10.00 $.25 Cost of prescription Cost of visit/service
Inmate Housing (From other Counties) Special Management	$65.00 $75.00/day $150.00/day
Discipline - Replacing Damaged Jail Property	cost of item

CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS
Mail: 313 North Main Street, Room 400
Center City, MN 55012-9863
Office: 31325 Oasis Road, Center City, MN 55012-9863
(651) 213-8700
Facsimile Machine (651) 213-8772

Joe Triplett, P.E.
Director of Public Works
County Highway Engineer

Paul M. Gibson, LLS
County Surveyor

Barbara J. Shimmon
Finance & Office Manager

October 23, 2024

Mr. Triplett:

From the inception of the Chisago County plat checking fees in 2000, our fees have not changed.

I have evaluated the time required to check each plat and believe it is time for Chisago County to increase its fees to compensate for the time required to check each plat and more closely align with our surrounding counties and counties of similar size.

Plats are required to be submitted to the Surveyors office for compliance with Minnesota State Statute 505 and the Chisago County subdivision ordinances as a final process before being recorded.

Here are the general steps for checking each plat:

- Review preliminary plat provided by the Zoning Department.
- Receive plat and proof of title from private surveyor in .pdf format or hard copy.
- Review graphics for compliance with Minnesota State Statute 505.
- Check mathematical data and mathematical closure by creating a CAD drawing and re-creating the boundary and lots.
- Check line labels, street labels, section corner labels, and street alignment compared to recorded documentation and surrounding properties.
- Review Title Commitment, Attorney's Title Opinion, or Abstract of Title for any easements and/or encumbrances on the platted property.
- Review any easements cited in the title work with the recorded public record.
- Check the dedication sheet for proper ownership, title, and signature blocks.
- Provide the private surveyor with corrections and/or omissions.
- Review corrections back from private surveyor and re-check the plat.
- Upon final plat approval, set up time for signing mylars for recording.

The following are the plat checking fees for the surrounding counties:

• Washington County	$400 base fee plus $40/lot ($600 min.)
• Anoka County	$400 base fee plus $50/lot ($550 min.)
• Scott County	$550 base fee plus $50/lot after 3 lots
• Stearns County	$350 base fee plus $35/lot
• Hennepin County	$500 base fee plus $35/lot
• Ramsey County	Costs based on subdivision acreage.
• Isanti County	$300 base fee plus $30/lot
• Pine County	No plat checking fee
• ***Chisago County***	***$200 based fee plus $20/lot (min. $300)***

Based on the time required to review each plat, I propose our fees as follows:

$400 base fee plus $35/lot

Thank you for consideration in this matter.

Respectfully,

Paul M. Gibson
Chisago County Surveyor

CORR.

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Memorandum

To:	Chisago County Board of Commissioner's
Cc:	Chase Burnham
From:	Jerry Seck
	Grady Harn
	Margaret Vesel
Date:	November 27, 2024
Re:	Chisago County's State of Play and Next Steps

The following memorandum provides a review of the Minnesota 2025 election results, leadership changes, session preview and outlines a plan with respect to issues identified as having importance to Chisago County. If you have any questions regarding this summary, please do not hesitate to contact one of us.

2024 Election Results:

On November 5, 2024, there were two new representatives elected in Chisago County. They are James "Jimmy" Gordon (R-Isanti) who will replace Rep. Brian Johnson (R-Cambridge) in House District 28A, and Max Rymer. (R-North Branch) who will replace the retiring Rep. Anne Neu Brindley (R-North Branch) in House District 28B.

In addition, Rep. Nathan Nelson (R-Hinkley) was re-elected to his fourth term. His district includes the northern portion of Chisago County.

MN Senate

DFL Senate Majority: The Senate DFL maintained their 34-33 majority as former Senator Ann Johnson Stewart (DFL-Plymouth) won her bid for Senate District 45 to replace Senator Kelly Morrison (DFL-Deephaven). Morrison resigned her MN Senate seat in July to run for congress and was successful in becoming the next U.S. Representative for Minnesota's 3rd congressional district.

Senate Leadership:

- Senate DFL will continue with their current leadership team: Majority Leader Erin Murphy (St. Paul), Senate President Bobby-Joe Champion (Minneapolis), Sen. Mary Kunesh

(New Brighton), Sen. Claire Oumou Verbeten (St. Paul), Sen. Foung Hawj (St. Paul), and Sen. Liz Boldon (Rochester).

- Senate Republicans announced their leadership team with Sen. Mark Johnson (East Grand Forks) continuing as Minority Leader; supporting team: Sen. Julia Coleman (Waconia), Sen. Gary Dahms (Redwood Falls), Sen. Karin Housley (Oak Park Heights), Sen. John Jasinski (Faribault), Sen. Michael Kreun (Blaine), and Sen. Jordan Rasmusson (Fergus Falls).

MN House

Minnesota House Tied: The House of Representatives is now evenly divided, 67-67 (with two official recounts currently taking place) between the Minnesota DFL and Republicans. This unique situation mirrors the 1979 arrangement when a power-sharing deal was necessary. The Republicans now hold equal power over legislative priorities in the House, including a bonding bill. A recent announcement by joint leadership indicated that all committees will be co-chaired, and membership will be shared equally between the DFL and Republicans.

House Leadership:

On November 18, 2024, House leadership announced the House committee structure will be equally divided and chaired by DFL and Republican co-chairs. The following chairs have been named for Transportation, Capital Investment, and Taxes:

House Transportation: Rep. Jon Koznick (R-Lakeville) and Rep. Erin Koegel (DFL-Spring Lake Park)

House Capital Investment: Rep. Mary Franson (R-Alexandria) and Rep. Fue Lee (DFL-Mpls)

House Taxes: Rep. Greg Davids (R-Preston) and Rep. Aisha Gomez (DFL-Mpls)

Committee membership will be determined at a later date.

- The DFL retained Rep. Melissa Hortman (Brooklyn Park) as Speaker-designate; supporting team: Rep. Jamie Long (Minneapolis), Rep. Athena Hollins (St. Paul), and Rep. Liish Kozlowski (Duluth).

- The Republicans elected Rep. Lisa Demuth (Cold Spring) for Speaker-designate; supporting team: Deputy Republican Leader: Rep. Harry Niska (Ramsey), Rep. Jim Nash (R-Waconia), Rep. Ben Bakeberg (R-Jordan), Rep. Walter Hudson (R-Albertville), Rep. Jim Joy (R-Hawley), Rep. Andrew Meyers (R-Tonka Bay), Rep. Kristen Robbins (R-Maple Grove), Rep. Paul Torkelson (R-Hanska), Rep. Natalie Zeleznikar (R-Fredenburg Township) and Rep.-Elect Bidal Duran (R-Bemidji)

Session Preview

The upcoming 2025 session, being the first year of the biennium, is typically known as the budget setting year. Minnesota's constitution requires that the legislature pass a balanced budget by June 30 (last day of the State's fiscal year). There will be many issues facing the legislature next year, including passing a balanced budget with possible budget constraints.

The November forecast announcement will be released in late November or early December 2024. This forecast will provide a better understanding of next year's fiscal outlook.

We believe there is a strong possibility of the legislature passing a bonding bill in 2025 (based on our recent conversations) and due to the failure to pass a bonding bill last session.

Chisago County Legislative Priorities:

At our meeting with county commissioners on November 8, 2024, we discussed the following potential projects:

- North Branch (I35/400th) Interchange | Designated: City Priority
- 9/95 Roundabout
- 95/12 Roundabout
- Stacy Bridge | Designated: City Priority
- City Public Relations effort
- Shafer Roundabout
- Increase local sales tax from ½ cent to 1 cent.
- HWY 8 Extension on $8M
    - Senate Counsel is drafting bills for bonding and transportation.
- Turtles on HWY 8
- Sunrise Trail (Harris to Pine City)

Next Steps for Chisago County:

1. Extend an invitation from Chisago County to Rep. Gordon, Sen. Rarick and Rep. Nelson to discuss legislative priorities.

2. Chisago County to host County Board meeting to discuss/approve legislative priorities.

3. Larkin Hoffman Public Affairs to assist Chisago County to schedule a legislative delegation meeting.
    - Invitees: Sen. Mark Koran, Rep. Max Rymer, Rep. Jimmy Gordon, Sen. Rarick, Rep. Nelson

4. Larkin Hoffman Public Affairs will secure Rep. Rymer's support as the successor to Rep. Neu Brindley.

5. Larkin Hoffman Public Affairs will arrange meetings with key players in the legislature including Sen. Pappas (Bonding Chair); Sen. Housley (Minority Bonding Lead), Sen.

Dibble (Transportation Chair) Sen. Jasinski (Minority Transportation Lead) and the respective House counterparts once announced.

6. Larkin Hoffman Public Affairs will schedule a day of meetings at the Capitol for Chisago County and the legislative delegation in late January or early February.

7. Draft bills and secure authors for the projects the Chisago County board selects as priorities.

Important Dates to Remember

The following is an outline of the 2025 Minnesota Legislative calendar. We will continue to add dates as they are announced (committee deadlines and holidays recesses).

November/December TBD, 2025	November Budget Forecast Announced
January 14, 2025 @ 12:00	First Day of 2025 Legislative Session
January 15, 2025	Governor's Budget is released
February TBD 2025	February Budget Forecast Announced
April 12-April 21, 2025	Possible legislative recess for Easter/Passover
May 19, 2025	Constitutional deadline to adjourn sine die

If you have any questions, please contact Jerry Seck at 612-803-1002 or jseck@lhpublicaffairs.com or Grady Harn at 480-329-0626 or gharn@lhpubicaffairs.com or Margaret Vesel at 651-341-0880 or mvesel@lhpublicaffairs.com,

4902-6783-3089, v. 3

CELEBRATE WITH US!

One Year of Connections







East Central Energy is celebrating one year of members connected to ECE Fiber internet! Please join us on January 17 for a brief presentation and social gathering.

01 | 17 | 25

10 a.m.

412 Main Ave N
Braham, MN 55006

RSVP by Friday, January 10 to Hannah Halldorson at hannah.halldorson@ecemn.com.

Park Reserve Use Rules

1. All hunters must be registered and carry proof of registration.
2. Registration can be obtained at the County Park Head Quarters.
3. Park officials will determine appropriate number and limit of registered hunters.
4. Park officials will have the authority to deny registration or revoke a hunting permit for the park reserve.
5. The following ordinances under Section 7 of the County Park Ordinance apply to the Park Reserve: 7b, E, G. I, J, K, M, N and P.
6. It shall be unlawful to erect or attach any permanent structure/deer stands.
7. Other hunting policies including number of permitted hunters, and applicable fees will be set by the Park Board.

Park Ordianance-2017 (Information on hunting)

Section 2 - Disturbance of Wildlife

It shall be unlawful for any person to:

a. Kill, trap, hunt, remove, harass, annoy, pursue, or in any manner disturb or cause to be disturbed, any species of wildlife, except as permitted in designated areas; or
b. Release or abandon any animal within a park without a Permit; or
c. Feed any wildlife in a park without permission of the Director or designee; or
d. Remove any animal, living or dead, from a park without a Permit and any animal so removed or taken contrary to the provision of this ordinance or laws of the State of Minnesota, shall be considered contraband and subject to seizure and confiscation.

Section 6 - Possession and Use of Firearms/Dangerous Weapons/Fireworks/Hunting

It shall be unlawful for any person to:

a. Have in their possession, fire, discharge, or cause to be fired or discharged across, in, or into any portion of a park or park preserve, any gun or firearm, spear, bow and arrow, crossbow, sling shot, air or gas weapon, or any other dangerous weapon or projectile, except in areas and at times designated by the Board or Director for such use, or with a Permit; or
b. Possess, set off, or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns, or other pyrotechnics without authorization from the Board or Director; or
c. Engage in hunting or the taking of wild animals as defined in Minnesota Statute 97A.015, subdivisions 55, 47 and 26, within any park or park preserve, except in areas provided and designated for that purpose or, without having a Permit from the Board or the Director.

Section 2 - Disturbance of Wildlife

It shall be unlawful for any person to:

a. Kill, trap, hunt, remove, harass, annoy, pursue, or in any manner disturb or cause to be disturbed, any species of wildlife, except as permitted in designated areas; or
b. Release or abandon any animal within a park without a Permit; or
c. Feed any wildlife in a park without permission of the Director or designee; or
d. Remove any animal, living or dead, from a park without a Permit and any animal so removed or taken contrary to the provision of this ordinance or laws of the State of Minnesota, shall be considered contraband and subject to seizure and confiscation.

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** **17**
Title of Item for Consideration: Setting the Date and Time of the Annual Chisago County Board of Commissioners Organizational Meeting for 2025	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Board /Administration
Previous Action on this Matter: The Board sets the Date and Time of the Annual Organization Meeting every year at the last meeting of the year.	

Background: The Chisago County Board of Commissioners must set the Date and Time of the Annual Organizational meeting.

Minn. Stat. 375.07 MEETINGS; QUORUM "The board shall meet at the county seat for the transaction of business on the first Tuesday after the first Monday in January, and may meet on other days and at other locations within the county it prescribes as necessary for the interests of the county. A majority shall constitute a quorum, and no business shall be done unless voted for by a majority of the whole board, but less than a majority may adjourn. Sessions shall be called by a majority of the board and the clerk shall give at least ten days' notice of them to each of the commissioners."

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the date and time of the annual organizational meeting for Tuesday, January 7, 2025 at _____ am. The recommended motion is as follows:

"Move to approve the date and time of the Annual Organization meeting of January 7th, 2025 at_____ am."

Implications of Action: Approving the Date and Time as recommended, will set the Annual Organization Meeting for January 7th, 2025 at _____.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.

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

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** **18**
Title of Item for Consideration: 2025 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and 2025 Per Diems for County Commissioners and Volunteers	
Action Requested by: Marlys Dunne, Chairperson	***Department:*** Board of Commissioners

Previous Action on this Matter: Annually, the Board of Commissioners must establish salaries, per diems and other compensation for County Commissioners, as per M.S. 375.055. Similarly, the Board also establishes salaries for other elected officials and certain contracted employees, as well as an annual per diem rate for citizen volunteers for approved boards, committees and commissions.

The Board of Commissioners also establishes salaries for County employees via labor agreements for represented employees and, annually, by resolution for non-represented employees.

Background: Annually, the Board of Commissioners must establish salaries, per diems and other compensation for the Commissioners, as per M.S. 375.055. Similarly, the Board also establishes salaries for other elected officials and certain contracted employees, as well as an annual per diem rate for citizen volunteers for approved boards, committees and commissions.

The Board of Commissioners also establishes salaries for County employees via labor agreements for represented employees and, annually, by resolution for non-represented employees.

Proposed Resolutions to undertake the above actions are as follows (with notes in *italics*):

- *Proposed* Resolution A – Establishing Commissioners' Salary and Per Diem
- *Proposed* Resolution B – Establishing Salary for Elected Officials and Contracted Employees
- *Proposed* Resolution C – Establishing Per Diem for Volunteers and Citizens

Serving on Boards, Committees and Commissions

- *Proposed* Resolution D – Establishing Salary Adjustment for Non-Represented Employees

Attachment(s):

- *Proposed* Resolution A – Establishing Commissioners' Salary and Per Diem
- *Proposed* Resolution B – Establishing Salary for Elected Officials and Contracted Employees
- *Proposed* Resolution C – Establishing Per Diem for Volunteers and Citizens Serving on Boards, Committees and Commissions
- *Proposed* Resolution D – Establishing Salary Adjustment for Non-Represented Employees

Action Requested/Recommended: It is recommended that the Board of Commissioners establish the appropriate salaries and per diems by considering the attached Resolutions. If undertaken as a whole, the following motion is suggested:

"Move to approve via the attached Resolutions the proposed 2025 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and the proposed 2025 Per Diems for County Commissioners and Volunteers, as recommended [and/or modified] at tonight's meeting."

If undertaken separately, the following motions are suggested:

"Move to approve by Resolution the proposed Salary and Per Diem for County Commissioners, as presented [and/or modified], effective January 1st, 2025."

"Move to approve by Resolution the proposed Salary for County Elected Officials and Contracted Employees, as presented [and/or modified], effective January 1st, 2025."

"Move to approve by Resolution the proposed Per Diem rate of $65 for Citizen volunteers and appointees, as presented [and/or modified], effective January 1st, 2025."

"Move to approve by Resolution the proposed wage adjustment for

non-represented Employees, effective January 1st, 2025."

Implications of Action: The County Board of Commissioners has the authority and responsibility to annually consider and adjust compensation for Commissioners, elected officials, certain contracted employees, and non-represented employees, as warranted. Other County employees' compensation is established via negotiated labor agreements. The County Board of Commissioners also has the authority and responsibility to annually consider and adjust per diem rates for Commissioner and citizen volunteers.

- **BUDGET** - The identified personnel actions are already included in the County's approved 2023 budget.
- **POLICY** – The identified actions follow County policies with respect personnel actions and Board approval of such.
- **LEGAL** – The recommended annual considerations and actions are in general conformance with all applicable state and federal regulations and statutes regarding such.

Administrator's Recommendation

Approve _____	Deny _____	Other CEB
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1218-XX
ESTABLISHING COUNTY COMMISSIONER
COMPENSATION AND PER DIEM RATE FOR 2025

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes;

NOW, THEREFORE, BE IT RESOLVED, that the annual salary to be paid each Chisago County Commissioner for 2025 shall be $ 34,744.21, a 2% increase over 2024;

Note: 2007, 2008 & 2009 salary was $27,419, a 0% increase over 2006

Note: 2010 salary was $26,871, a 2% DECREASE over 2009

Note: 2011 & 2012 salary was $26,871, a 0% increase over 2010

Note: 2013 budget salary was $27,274, a 1.5% increase over 2012

Note: 2014 budget salary was $27,683, a 1.5% increase over 2013

Note: 2015 budget salary was $28,234, a 2% increase over 2014

Note: 2016 budget salary was $28,798, a 2% increase over 2015

Note: 2017 budget salary was $29,662, a 3% increase over 2016

Note: 2018 budget salary was $30,255, a 2% increase over 2017

Note: 2019 budget salary was $31,011, a 2.5% increase over 2018

Note: 2020 budget salary was $31,941.71 a 3% increase over 2019

Note: 2021 budget salary was $32,580.54 a 2% increase over 2020

Note: 2022 budget salary was $33.395.05 a 2.5% increase over 2021

Note: 2023 budget salary was $33.395.05 a 0% increase over 2022

Note: 2024 budget salary was $34,062.95 a 2% increase over 2023

BE IT FURTHER RESOLVED, that Commissioners may receive payment of per diem in the amount of $65.00 for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

Note: 2007 - 2022 per diem rate was $50.00

Note: 2023 proposed per diem rate was $65.00

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis apart from the one authorized for work as a county commissioner, Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties, pursuant to applicable Minnesota statutes and County Policy**;**

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties
Board of County Commissioners
Budget & Finance Committee (if meeting separately from Board of Commissioners' Meeting)
Chisago County Emergency Preparedness Committee
Chisago County Jail/Law Enforcement Center Building Committee/ Radio Upgrade Project
Chisago Lakes Joint Sewer Commission
Chisago/Isanti Heartland Express Joint Powers Transit Board
Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force
Chisago County Maintenance and Facilities Committee
Chisago County Technology Committee
East Central Regional Library Board
East Central Solid Waste & 2-County Landfill, Recycling
ECRDC; *(PLUS, Subcommittees) – Central MN Council on Aging and Metro Area Transportation*
EMS Task Force
UofMN Extension Committee

Health & Human Services Committee of the Whole (if meeting separately from Board of Commissioners' Meeting)
Highway 8 Task Force
HRA-EDA Board
Human Resources/Labor Relations/Personnel/Insurance Committee
Joint Job Training Board *(PLUS, Subcommittees) – CMJTS, Inc. Operations Committee, WIB Executive Committee, Workforce Development Committee*
Lakes & Pines Board; *(PLUS, Subcommittee) - Negotiations*
Law Library, Court Liaison
Legislative Committee – Mileage ONLY, NO Per Diems (Per Diems if meeting as Committee of the Whole separately from Board of Commissioners' Meeting)
Library Service Delivery and Collaboration Group (Greater Minnesota/AMC)
Metro Alliance for Healthy Families – Governing Board
Metropolitan Emergency Services Board (MESB); *(PLUS, Subcommittes) – Executive & Radio Cost Allocation Committee*
NACO – Mileage ONLY, NO Per Diems
Parks Board
Planning Commission
Public Health Commission
One Watershed One Plan
Regional Juvenile Detention Facility – Lino Lakes
Road & Bridge Committee of the Whole (if meeting separately from Board of Commissioners' Meeting); *(PLUS, Subcommitte) – East Metro Transportation*
So. Center/So. Lindstrom Sanitary Sewer District
Solid Waste Advisory Committee
Township Association (CCATO)
Water Plan Policy Team
County Facilities Committee
County Technology Committee
Chisago County Opioid Advisory Committee

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

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

Approved: December 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1218-XX
ESTABLISHING ELECTED OFFICIALS & CONTRACTED EMPLOYEE SALARIES

WHEREAS, M.S. 387.20; M.S. 388.18; M.S. 387.14 and M.S. 375A.06 respectively call for the annual establishment of the salaries of County Sheriff, County Attorney, Chief Deputy Sheriff, and County Administrator; and

WHEREAS, the salaries of said elected officials are exempt from the provisions of the Minnesota Pay Equity Act; while the salary of the Chief Deputy Sheriff and County Administrator, are not exempt from the provisions of the Minnesota Pay Equity Act; but all do remain within the prerogative of the County Board to establish, and

WHEREAS, this Board has considered the relevancy of these salaries to other management salaries within the County and to the salaries of comparable positions in other jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salaries for the County's elected officials in the following amounts effective January 1, 2025,:

	2025
County Sheriff	$169,177.57
County Attorney	$169,177.57

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the Chief Deputy Sheriff in the following amount effective January 1, 2025:

	2025
Chief Deputy	$153,899.30

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the County Administrator in the following amount effective January 1, 2024:

	2025
County Administrator	$172,470.25

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

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

Approved: December 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1220-XX
ESTABLISHING COMPENSATION FOR
VOLUNTEER/CITIZEN COMMITTEES
FOR 2025

BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes the per diem rate of $ 65.00 /meeting, plus mileage for members of voluntary/citizen committees appointed by the Board or for other volunteers who serve in an official capacity under this Board's jurisdiction and for whom per diem is declared appropriate.

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

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

Approved: December 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1218-X
AUTHORIZING A COST OF LIVING ADJUSTMENT FOR NON-UNION EMPLOYEES FOR 2025

WHEREAS, the County Board of Commissioners is authorized to establish the pay system for employees under its jurisdiction and is further authorized to adjust said system as it deems appropriate; and

WHEREAS, the County Board of Commissioners has previously approved wage adjustments of 2.0% for represented county employees, effective January 1st, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the county's master wage schedules to be adjusted by 2.0% for non-union employees, not otherwise subject to statutory provisions, consistent with the adjustment made for other represented county employees, and that said adjustment is effective January 1st, 2025.

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

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

Approved: December 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** **19**
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to Connecticut	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements	

Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of $6,480.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client each month from January – June 2025. These dates allow the Social worker to visit the client.

Attachment(s):

- Out of State Travel to CT request form – Kim Booker

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows:

"Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility."

Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services.

Budget/Financial Implications: The out of state travel will be paid with Budgeted Levy Dollars

Legal/Policy Implications: The proposed activities are in general conformity with

applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve CEB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	11/25/2024
Employee Name	Kim Booker/or other assigned Children Services CM
Department	Health and Human Services
Destination	Connecticut
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center. Total
Departure Date	1/31/2025,3/31/2025,5/31/2025
Return Date	2/01/2025,04/01/2025,06/01/2025
Total Travel Expenses	
Supervisor Name (PRINT)	Christine A. Johnson
Supervisor's Signature	Christine Johnson
Date Approved	11/25/2025
County Board Signature	
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW		[redacted]	$600.00
Ground Transportation	Car rental/ parking		1	$150.00
Conference/Registration Fees			1	$0.00
Lodging			1	$180.00
Meals			1	$100.00
Mileage			1	$50.00
		Grand Total		$1,080.00

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **20**
Title of Item for Consideration: MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County dated 1/1/2024 through 12/31/2024.	
Background: County agencies are required by MN Statute 256D.051 to provide to Supplemental Nutrition Assistance Program (SNAP) recipients an employment and training program. This Statute also requires agencies to prepare an annual plan for the operation of the SNAP Employment & Training Program and submit it to the Commissioner of the Department of Employment and Economic Development (DEED). Chisago County, through its Health & Human Services Department, contracts with Central Minnesota Jobs & Training Services (CMJTS) to provide this program. ***Attachment(s):*** • MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County 2025 • Exhibit A: Work Plan • Exhibit B: Budget Plan	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County. The suggested motion is as follows: ***"Move to approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County."***	

***Implications of Action*:** Approval of the SNAP Local Area Plan allows Chisago County to submit a request to the MN Department of Employment and Economic Development for funding for administering the SNAP employment and training program in Chisago County. Approval of the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County will allow continued provision of employment services to eligible Chisago County residents.

***Budget/Financial Implications*:** Funded with state grant dollars.

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

Administrator's Recommendation

Approve _CEB_	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN
CHISAGO COUNTY AND
CENTRAL MINNESOTA JOBS & TRAINING SERVICES, INC.
JANUARY 1, 2025 TO DECEMBER 31, 2025

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between **CHISAGO County,** hereinafter referred to as the "COUNTY", and

Central Minnesota Jobs & Training Services, Inc.

406 7th Street East, PO Box 720

Monticello, Minnesota 55362

Social Security or Federal Identification Number: 41-1484048
Minnesota State Tax Identification Number: 2073311,
hereinafter referred to as the "PROVIDER."

WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.78, and Diversionary Work Program (DWP)2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

WHEREAS, The PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

a. The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2025 (January 1, 2025 to December 31, 2025). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of January 1, 2025 to December 31, 2025. The available funds for this agreement shall not exceed $228,302.00 with no more than 7.5% of that amount being used for Administration, see Budget, Exhibit B.

b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3, below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on January 1, 2025 and shall remain in effect until December 31, 2025, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

b. Termination for Cause: The COUNTY shall terminate the service agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to

comply with any of the provisions contained in this service agreement. If the PROVIDER fails to perform in whole or in part under this service agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten-(10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the service agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

b. Any dispute concerning a question of fact arising under this service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this service agreement in accordance with the COUNTY'S initial decision.

d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the County and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this service agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than $ 225,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than $2,000,000 General Liability Insurance minimum limits are $500,000 per claimant, $1,500,000 per occurrence, $1,500,000 annual aggregate.

2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than $200,000 per accident for property damage, $200,000 for bodily injury and/or damages to any one person, and $200,000 for total bodily injuries and/or damages arising from any one accident. –OR- a Combined Single Limit $200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.

3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.

4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.

In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

a. Audits: The PROVIDER agrees to have an annual audit in accordance with uniform grant

guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this service agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to provide access to the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.

2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.

3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.

4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.

5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.

6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.

8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statues, Section 363A.36.

e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.

g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.

i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.

j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

11. VOTER REGISTRATION: The PROVIDER shall provide non-partisan voter registration services and assistance; using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162 (1990).

12. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this service agreement without prior written consent of the COUNTY. The provisions of this service agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this service agreement.

13. PREGRANT COSTS: Costs incurred from 30 days prior to the effective date of this service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

16. LOBBYING CERTIFICATION AND DISCLOSURE: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than $10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $100, such person shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than $5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2024) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than $5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: _____
TITLE: Central Minnesota Jobs and Training Services, Inc. Executive Director

DATE: 11/26/24

SIGNATURE: _____
TITLE: Central Minnesota Jobs and Training Services, Inc. WDB CHAIRPERSON

DATE: 11/26/2024

FOR THE COUNTY

SIGNATURE: _____
TITLE: CHISAGO COUNTY ATTORNEY

DATE: _____

SIGNATURE: _____
TITLE: CHAIR, CHISAGO COUNTY BOARD

DATE: _____

ATTEST

SIGNATURE: _____
TITLE: CHISAGO COUNTY FAMILY SERVICES DIRECTOR

DATE: _____

Exhibit A

CHISAGO COUNTY

2025 Work Plan for

MINNESOTA FAMILY INVESTMENT PROGRAM

And

DIVERSIONARY WORK PROGRAM

Central Minnesota Jobs and Training Services, Inc. (CMJTS), the employment services provider (ESP) shall provide the administration and delivery of the MFIP and DWP employment and training programs. Exhibit A contains a description of the specific programs, activities, and services provided by the ESP.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP): The ESP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.78 and any amendments. The ESP will provide all program requirements within the legal requirements. Following are the specific activities as in the County **Biennial Service Agreement** Minnesota Family Investment Program for January 1, 2024, to December 31, 2025.

I. Program approach

Program services are delivered on the premise that parents have a responsibility to support themselves and their children. CMJTS promotes a strengths-based, family-centered approach to service delivery in helping participants identify employment strengths and challenges to employment. Challenges are addressed in collaboration with community partners and referral to resources are provided to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment.

The CMJTS employment specialist (ES) monitors participation in MFIP/DWP activities and continually assesses for additional barriers, while simultaneously focusing on growing the participant's strengths. The ES emphasizes the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

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II. Program Services

The following activities will be offered to participants in the ESP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities

Employment specialists (ES) deliver work-focused services to clients designed to encourage them to seek and gain employment. Various supports are provided, allowing participants to go to work, including medical assistance, childcare, and financial assistance for expenses related to transportation or housing. In addition, ES aims to lessen the length of time families receive public assistance by encouraging participants to look for employment or other means of income to self-sufficiency. To that end, CMJTS ES promotes paid employment activities as a critical element of programming. These activities include:

- Unsubsidized employment
- Subsidized private-sector employment
- Subsidized public-sector employment
- Self-employment
- On-the-job training

For unsubsidized, subsidized, private-sector, and public-sector employment, the participant's employer provides daily supervision, and the ES monitors participation. Compliance with program expectations is observed through copies of pay stubs, timecards, or other statements of work hours provided by the participant. In addition, the ES enters the work hours in the case file, and the financial worker tracks work hours in MAXIS, verifying that each participant is engaged in the required number of weekly hours of activity. ES has access to MAXIS view, which is permitted and governed by DHS. (See MAXIS contract for detailed information on ES access to MAXIS.)

CMJTS offers entrepreneurial training, business consulting, and technical assistance to individuals seeking to start or grow a business in Minnesota using various resources and referrals. The ES refers individuals to their local Small Business Development Center for consultation and training assistance. Or they may be encouraged to connect with community-based organizations that serve entrepreneurs and business owners such as Women Venture and Initiative Foundations or to CareerForce Centers for research and business plan development resources. Participants interested in self-employment must develop a business plan to allow self-employment activities to count for weekly participation hours. The business plan must include a timetable with earning's goals that will result in exiting MFIP. The ES and the participant review the self-employment plans together every three months to compare actual income to potential income per the business plan and determine if earnings move the family toward exiting MFIP.

When an employer considers multiple candidates to fill a vacancy, the ES and participant may incentivize hiring an MFIP or DWP participant. While seeking work, the ES trains jobseekers to promote on-the-job training (OJT) and work opportunity tax credits (WOTC). OJT allows CMJTS to reimburse employers for fifty percent of a new hire's wages for the duration of an agreed-upon training period (typically 12-26 weeks). CMJTS has longstanding relationships with local employers, and this is highlighted by the number of current OJTs written, averaging 50 OJTs annually. CMJTS uses this incentive to increase employment opportunities for program participants. In addition, OJT provides financial motivation for the employer by helping them recover some of the costs associated with onboarding a new hire for the predetermined length of the contract. OJTs are funded through co-enrollment with appropriate other CMJTS state, federal, or foundational grant programs. In conjunction with the ES, the CMJTS Business Service Coordinator (BSC) works first with MFIP/DWP participants who have used 30 or more months of program services and are job ready. CMJTS BSC may also arrange local business tours for MFIP/DWP participants to hear directly from an employer about the business, job positions, career laddering, and general expectations of the employer.

B. Paid and Unpaid Work Experience and Community Service Site Placements

When participants need to gain experience, develop good work skills and habits, or “test-drive” a position, they may be encouraged to participate in a paid work experience, a short-term workplace learning opportunity. CMJTS will be the employer of record for the participant, typically at a rate of pay equal to the federal minimum wage, to work up to 29 hours per week while under the supervision of a local employer, private or public. The employer provides meaningful work training and offers feedback on progress and areas for further development. The ES offers support and guidance as needed. Positive reinforcement by earning a paycheck encourages ongoing activity participation. While not required, employers can offer permanent paid work to clients after the placement agreement ends.

Community Service Site Placement is recommended when a participant is not employed and has completed six weeks of job search. In addition, the CMJTS quality assurance department will also identify long-term cases (30 months or more on MFIP) and propose placements. The ES or the participant will locate non-profit or for-profit businesses to serve as community service sites. All sites will fulfill a useful public purpose and provide training skills for unsubsidized jobs. The ES will document, in the case file, the valuable purpose of the community work experience. Once placed at a worksite, the ES contacts the agency or business at least monthly to assess the participant’s progress and establish a strong working relationship with the worksite supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and timely, allowing the ES to address issues with the participant promptly.

Most MFIP participants engaged in unpaid work experience or community service placements are covered under the Fair Labor Stands Act (FLSA). They may not be permitted to work more than the number of hours equal to their combined MFIP cash and food assistance benefits divided by the federal minimum wage ($7.25/hr). Therefore, participants engaged in the maximum number of hours, as allowed by the FLSA, are deemed to be meeting the work participation rate.

C. Job Search and Work Readiness Assistance

CMJTS staff identify that an employer's primary concern is finding a worker who wants to work and learn. Many employers are very willing to train people to get the work skills needed, provided they are ambitious, ready learners. However, most employers are still seeking "fit" over "experience" because employees can learn skills, but fitting in with a team, having a good attitude, and the desire to work and do well often cannot. Therefore, CMJTS ES focuses on developing work readiness and jobseekers' soft skills and draws attention to the local area employment opportunities. Active participation may include the direct act of seeking or obtaining employment and having work readiness skills or life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities. Public assistance recipients often face difficulty entering the job market due, in large part, to their barriers and lack of job search preparedness. CMJTS ES recognizes this and responds by offering counseling activities related to job search strategies and job coaching to hone one's skills. Job coaching may consist of assessing skills and goals, education on internet-based job search tools, job application assistance, interview preparation, providing job leads, and monitoring job search activities to ensure the participant maintains progress. The focus of the ES is to ensure that MFIP and DWP participants have the basic skills, work readiness skills, and occupational skills necessary to succeed in personalized goals that lead to self-sufficiently. Program services include:

- developing a master job application
- opening and closing an interview
- using positive skill statements
- answering tough interview questions
- making a good first impression (appropriate appearance)
- identifying effective ways to find jobs
- developing an appropriate resume
- registering on Minnesotaworks.net
- labor market information (LMI)

CMJTS has appropriate procedures for ES to verify work participation activities and daily supervision requirements for all job search and work readiness activities. The ES proves compliance and plan progress by collecting the

participant's required verification and ensuring it is well-documented and in the file.

CMJTS monitors and ensures required contact with each case through the following methods:

- The ES enters case notes in Workforce One (WF1) to document that the participant is progressing towards employment, participating in activities, tracking hours, and focusing on program advancement.
- The program supervisor completes in-depth file reviews throughout the program year to ensure the ES is entering proper case notes, accurately tracking participant hours in WF1, and recording participant activities, while ensuring the participant is successfully progressing in job-ready activities or towards employment.
- The CMJTS program manager confers with the program supervisor and the ES regularly regarding participant's progress and success.

D. Individualized Structured Job Search (SJS)

SJS supports the message that the MFIP and DWP programs are intensive and are intended to help participants find and keep employment. SJS is a job search activity that helps the participant identify work skills, develop soft skills, and build self-confidence through coaching, peer support, and networking. It also provides a forum for progress evaluation and feedback, sharing job leads, online job searching, completing job logs, etc. SJS is an opportunity for the employment specialist to provide the participant with positive feedback and encourage their constructive job search activities.

Examples of specific SJS topics include, but are not limited to:

- Preparing for job search, both mentally and practically
- Developing a master job application to use as a reference when applying for work
- Knowing how to open and close an interview
- Using positive skill statements
- Answering tough interview questions
- Knowing the importance of appropriate appearance
- Identifying effective strategies to find job vacancies
- Developing an appropriate résumé and cover letter
- Effectively using the internet for job search
- Learning how to register and job search on Minnesotaworks.net
- Networking (i.e., leveraging the hidden job market)
- Contacting employers
- Setting goals and managing time
- Conducting oneself professionally via phone and during an interview
- Communicating assertively
- Communicating respectfully with coworkers and supervisors

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- Understanding how to negotiate wages or salary
- Determining which job offer is best and accepting it without burning other bridges
- Career-laddering - how to advance within a company
- Managing personal finances
- Understanding ethics in the world of work
- Maintaining a positive attitude
- Writing thank you notes after job interviews
- Managing stress and balancing work and home life

CareerForce Centers provide opportunities for jobseekers to access job search materials, learn how to write a resume, interview, and search for jobs. Services are tailored to meet individual needs and provided by onsite staff. In addition, CareerForce events and workshops are available to help with career planning. Free access to computers, the internet, printers, fax machines, copiers, and telephones for job search-related activities are open. All of these services are accessed by the ES to help the MFIP/DWP participant succeed.

E. Structured Follow-Up

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of case management. It happens during phone and virtual check-ins and group or face-to-face meetings with the ES. In addition, MFIP/DWP recipients must participate in "work" activities for a minimum number of hours per week, specific to their circumstances, to "earn benefits" each month. Participating in work activities is the participant's job until they obtain paid employment or are placed in community service or work experience.

F. Retention Skill

CMJTS ES can help families stay off public assistance and encourage them to budget household income by helping to make sure they are better off working than receiving public assistance. MFIP/DWP services such as transportation, childcare, financial counseling, short-term training opportunities, and child and family enrichment services are provided to families as a means to stay employed. In addition, retention strategies are discussed between the ES and the participant well before the job begins. The job retention and job search lessons, presented in CareerForce workshops or one-on-one, reinforce transferable skills and learned employment skills.

G. Strategies to Maximize Services and Access to Services to Those with Limited Transportation or Virtual Needs

CMJTS has employed several strategies to encourage participation and help participants achieve desired program outcomes by providing various delivery

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options. For instance, for jobseekers who do not have a car or do not drive and do not have access to public transportation, a CMJTS ES may provide services through virtual means or by telephone. The ES will accommodate inconvenient office hours and meet with participants outside of regularly scheduled business hours. ES may also travel to the participant's community and meet locally to address the lack of childcare or other needs. Thus, CMJTS ensures a well-rounded service delivery system representing our communities' diverse needs and securing access for our MFIP and DWP participants. Face-to-face and one-on-one meetings are always the preferred method for delivery of services and prove to develop stronger ES/participant rapport, help with relationship building, and encourage follow-through.

For virtual services to be a viable option for the participant, they should:

- Have access to a computer and internet, such as at home or a local library.
- Use e-based instructional tools and processes to conduct a job search:
    - register for Minnesotaworks.net
    - effectively attend DEED CareerForce virtual workshops
    - create a list of relevant job leads
    - scan and email a resume and job applications to the ES and employers
- Email, text, or phone a report of job search activity and weekly plans of action.
- Communicate regularly with the ES who approves and suggests structured job search activities.

H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services

For participants with mental health, chemical health, or rehabilitation challenges, the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. When documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), the ES shares the documentation with the financial worker. Then, the ES develops an FSS employment plan with the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant, and the ES review progress, identify support service needs and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or the employment plan.

I. Education and Training-Related Activities

CMJTS ES can address employment barriers through short- or long-term training. The goal is to help the participant improve their employability by improving skills needed for available jobs.

Activities may include:

- post-secondary educational training
- job skills training directly related to employment
- high school completion or GED
- English language learning (ELL or ESL)
- adult basic education (ABE)
- labor market information - high-demand, high-wage careers

Training activities may include improving basic skills (e.g., reading, math, or writing), English Language Learning (ELL), and occupational skills training (e.g., welding, typing). In addition, secondary and post-secondary training, delivered either in the classroom or online, is available for participants interested in completing, continuing, or starting a training program within a high-opportunity career pathway that will lead to self-sufficiency.

Each participant taking part in training activities will work closely with their ES to review the results of their career assessments, the availability of training, and the appropriateness of that training. Start times will depend on course availability for those seeking post-secondary educational training (e.g., Associates Degree in Nursing). Short-term occupational training courses (e.g., nursing assistant, commercial truck driving) are available more frequently.

For all education and training activities, CMJTS ES obtain a course statement or class schedule from the educational institution or training provider, ongoing activity logs, and attendance records to document participation hours.
CMJTS staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions each quarter or semester.

Participants in GED, ABE, and ELL/ESL will record dates and hours of attendance on an activity log, signed by a school official, electronic attendance record, or verified by the ES, and submit it to the ES, at least monthly.

For an education and training program to be an approved activity in a participant's employment plan, the participant must maintain satisfactory progress to continue as described by their education institution.
For study time to be allowed, the ES must obtain from the school, training provider, or course instructor a statement that specifies the amount of study time required or advised to make satisfactory progress or complete the education and training program.

III. Family Stabilization Services

Family Stabilization Services are available to help families become more stable. In addition, the opportunity for a modified employment plan, with decreased work or job search hours requirements, may be available, and FSS could help a client stay out of sanction. A participant may be eligible for FSS if they meet any of the following criteria:

- Applying for SSI/SSDI benefits because of disability
- Ill, injured, or disabled (including physical and mental illness) when illness, injury, or disability will last more than 30 days, and keeps client from working 20 or more hours per week
- Caring for a seriously ill or disabled household member whose condition will last more than 30 days and client must be home to care for that person
- Child or adult in the client household is eligible for special medical services. For example, the household includes a child who is severely-emotionally disturbed or an adult with serious and persistent mental illness.
- Victim of family violence
- In the United States for fewer than 12 full months after the month of entry
- Age 60 or older
- Difficulty reading, writing, or understanding English
- Chemical dependency
- Criminal/offender history
- Vocational expert determines the client cannot work 20 or more hours per week
- Learning disability, or an IQ below 80 and a vocational expert determines that the disability limits the type of work that can be done or determines the client cannot work 20 or more hours per week
- Receiving MFIP for more than 60 months because of an extension

The ES will help the participant obtain required documentation when they disclose or demonstrate the possibility of FSS criteria eligibility. When a participant indicates that they may meet any of the above FSS criteria, the CMJTS ES will work with the county financial worker to get verification from a qualified professional to confirm eligibility. The ES will review cases through means of observation, and formal or informal assessment, to determine if there are significant barriers that could qualify a participant for FSS services. The ES will communicate with participants who appear eligible for FSS and inform them of the potential benefit of providing documentation of their situation, e.g., disability, family violence, etc.

For participants who meet the criteria, an FSS employment plan is developed. An FSS plan will include activities needed to help the family. For example, it could consist of ESL or GED classes, medical appointments, looking for housing, etc.

In addition, participants may receive assistance with transportation and childcare expenses to allow them to participate in FSS activities.

CMJTS ES understands that sanctions intend to motivate clients who are having difficulty participating in work activities, and we also want to keep participants positively engaged. Therefore, the CMJTS ES will take a proactive approach with clients to help them address and overcome barriers to program compliance and avoid sanctions. The ES reviews sanctioned cases and those not meeting participation rates monthly to determine if the case could be FSS. Determining a participant FSS allows the ES the flexibility to provide more individualized services and to reduce the risk of Chisago County receiving a federal penalty for failing to meet work participation requirements. FSS cases are state-funded and do not count toward the federal work participation rate.

Suppose the ES or the participant thinks the individual might be eligible for FSS. In that case, they meet and determine what services are needed to help the family become more stable. An FSS plan is developed, and support services help with transportation and childcare expenses to allow the individual to participate in activities. Referrals to community resources further support the goals of the family and move them toward economic stability. The ES may refer to mental health services, vocational rehabilitation services, social security administration, family violence advocacy, and other professionals.

The ES develops employment plans with a broader range of activities and fewer hours to ensure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. CMJTS trains all staff to work with and provide practical and appropriate accommodations to people with disabilities. Additionally, CMJTS has certified benefits analysis counselors on staff and all staff goes through disability resource training to ensure universal access and quality services to all clients with disabilities. For example, to ensure the client can benefit from monthly face-to-face meetings with their ES, accommodations may be made to conduct these visits offsite for those FSS clients who are unable to travel to a CMJTS office location.

The ES will obtain releases of information with all known entities working with the participant. In addition, the ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers and coordinates services when appropriate.

Sanction requirements for FSS are followed. Before sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant can comply with the plan as documented by qualified professionals,

and has attempted a face-to-face visit, either in the office or at a location convenient for the participant.

CMJTS uses several strategies to ensure MAXIS is coded correctly for each participant. Correct FSS coding provides the participant is state funded with the flexibility that the federal work participation rate does not offer. The ES and county worker each verify that the participant meets the criteria for FSS on an annual basis or more often, as required by the supporting documentation in the file. CMJTS and financial services staff meet monthly to review preliminary data and discuss the status of shared participants. If the status codes need updating, the financial worker makes the change(s) during the meeting.

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance

Communication between CMJTS and county staff is frequent. ES meets regularly with eligibility workers to resolve any discrepancies. The more important task of these one-on-one meetings is to collaborate and share information on the progress and struggles our families are experiencing. For example, suppose either the ES or financial worker receives documentation or information indicating a client cannot fully participate in required work activities. In that case, the ES or county financial worker will notify the other party immediately. Likewise, this information is reciprocated when the ES or financial worker receives documentation of activity participation hours, e.g., copies of pay stubs. Eligibility Workers and CMJTS staff have robust and long-term working relationships and communicate on a very regular basis.

The overriding goal of CMJTS is continuous improvement, seen as a joint responsibility of both counties and ESP. Together CMJTS staff and county financial workers can use the improvement tools provided by DHS to ensure performance measures are met. The tools include DHS data sets, preliminary data reports, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are essential to improving participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. In addition, these meetings help the team verify MAXIS coding and Workforce One activity hours for each participant on the preliminary report. Other factors and information may be used by staff to determine and reach participation hours.

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Exihbit B

Central Minnesota Jobs & Training Services, Inc.

Budgeted Expenses - January 1, 2025 to December 31, 2025

MFIP - Chisago

	Proposed Budget	% of Budget
Administration	$13,662	7.50%
Client Support Services	$11,841	6.50%
Direct Program	$156,661	86.00%
TOTAL	$182,164	100.00%

DWP - Chisago

	Proposed Budget	% of Budget
Administration	$3,460	7.50%
Client Support Services	$3,230	7.00%
Direct Program	$39,448	85.50%
TOTAL	$46,138	100.00%

PY25 Grand Total	$228,302

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** **21**
Title of Item for Consideration: Canvas Health Contract through 2026	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services

Previous Action on this Matter: Approval of a contract with Canvas Health dated January 1, 2023 through December 31, 2024.

Background: Canvas Health provides mental health, chemical health, and domestic and sexual abuse services to children, adolescents, adults and families. Established in 1969 as a community mental health center in the Washington County area, Canvas Health has expanded its services over the years and now has an office in North Branch. This provides Chisago County residents with another choice of mental health service provider in the local area.

Canvas Health will provide the following services to eligible indigent Chisago County residents as authorized by Health and Human Services:

- Adult day treatment
- Diagnostic assessments
- Psychological evaluations
- Individual and group psychotherapy

Attachment(s):

- Canvas Health Contract through 2026

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Canvas Health Contract through 2026. The suggested motion is as follows:

"Move to approve the Canvas Health Contract through 2026"

Implications of Action: Approval will provide eligible Chisago County residents access to local chemical and mental health services.

Budget/Financial Implications: current budgeted (2024) county levy dollars up to $60,000.00.

***Legal/Policy Implications*:** The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve __CEB_	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between CANVAS HEALTH, INC. and CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Canvas Health Inc., 7066 Stillwater Blvd. N., Oakdale, MN 55128, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, 373.02 and 245.461 to 245.486 and 245.487 to 245.4889 and MN Rule 9530.6610, is empowered to procure from time-to-time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Adult Day Treatment services, Outpatient Psychotherapy, Diagnostic Assessments, Psychological Evaluations and Substance Use Disorder Comprehensive assessments and referrals to clients in the adult mental health, children's mental health and chemical health program and,

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2025 **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until December 31, 2026 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES**.

A. Adult Day Treatment – Program Code 468x – Appendix A
Service Definition: A short-term structured program of group psychotherapy, rehabilitative mental health, and other intensive therapeutic services provided by a multidisciplinary team to reduce the effects of mental illness, promote recovery, and enable transition to a lower level of care in the community.

B. Adult Outpatient Psychotherapy - Program Code 452x – Appendix A
1. Service Definition: Outpatient Psychotherapy provided by or under the clinical supervision of a mental health professional to an adult with mental illness. This service is provided outside of an inpatient or residential setting and excludes psychotherapeutic services provided as part of a day treatment or community support program.

C. Child Outpatient Psychotherapy - Program Code 453x – Appendix A
1. Service Definition: Outpatient Psychotherapy provided by or under the clinical supervision of a mental health professional to a child with emotional disturbance. This service is provided outside of an inpatient or residential setting and excludes psychotherapeutic services provided as part of a day treatment or community support program.

D. Adult Outpatient Diagnostic Assessment/Psychological Testing – Program Code 408x – Appendix A

1. Service Definition: Adult Outpatient Diagnostic Assessment is the diagnostic assessment of an adult including history, mental status, and disposition, by a licensed mental health provider or under the supervision thereof. This excludes diagnostic assessments provided as part of a day treatment or community support program, and those provided by staff of a residential or inpatient program.
2. Service Definition: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning.

E. Child Outpatient Diagnostic Assessment/Psychological Testing – Program Code 405x – Appendix A

1. Service Definition: Child Outpatient Diagnostic Assessment is the diagnostic assessment of a child including history, mental status, and disposition, by a licensed mental health provider or under the supervision thereof. This excludes diagnostic assessments provided as part of a day treatment or community support program, and those provided by staff of a residential or inpatient program.
2. Service Definition: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning.

F. Substance Use Disorder Comprehensive Assessment Financial Eligibility Determination – Program Code 305x – Appendix B
Service Definition: Provision of assessment by qualified county staff or their designees, using the current DHS approved Substance Use Disorder Comprehensive Assessment form to determine clinical eligibility for publicly paid substance use disorder (SUD) treatment. It also includes activities to determine a client's Medicaid eligibility or current income and household size, current enrollment in a state prepaid health care plan, and availability of third party payer, to establish financial eligibility for the Consolidated Chemical Dependency Treatment Fund (CCDTF) to pay for the appropriate SUD treatment. The assessment process is further defined in Minnesota Rules, parts 9530.6600 to 9530.6655 (Substance Use Disorder Comprehensive), and the financial determination requirements are further defined in Minnesota Rules, parts 9530.7000 to 9530.7031 (Rule 24).

G. The terms of Appendix A, Appendix B, Appendix C, Appendix D and Appendix E are adopted and incorporated as if stated in full here in. To the extent there are conflicts between the terms of this agreement and that of the referenced Appendix A, Appendix B, Appendix C, Appendix D and Appendix E the terms set forth herein shall control.

III. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:

1. Compensation: See Appendix A and Appendix B for payment rates.
2. The **total obligation** of the County for all compensation and reimbursement to the CONTRACTOR shall not exceed Sixty thousand, ($60,000.00) for the term of this contract. Any volumes that exceed the CONTRACTORS ability to deliver service may result in a review by the County for a possible amendment to this contract.

B. Terms of Payment.

CONTRACTOR will determine if the client is eligible for the Sliding Fee Schedule based on Appendix C - Sliding Fee Schedule Policy, using the current year's Sliding Fee Scale for County Paid Eligible Clients which is based on the Department of Health & Human Services poverty guidelines. Sliding Fee Schedule applies only on those services covered under this contract. CONTRACTOR will bill the County based on the rates in Appendix A and Appendix B, minus any fee determined to be owed by the client.

CONTRACTOR will collect any client fee directly from the client. In the event the CONTRACTOR is unable to obtain any payment from the client, or any agreement by the client to a payment schedule, within 90 days of the determination of the fee, the CONTRACTOR will bill the County for the amount of the client fee.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. All invoices must include the assigned County Authorization Code for each Substance Use Disorder Comprehensive Assessment. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Please send your final invoice by the 10th day of the last month of the contract.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

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

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

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5217
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5685

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

Name:	Khu Thao, CEO, Canvas Health, Inc.
Address:	7066 Stillwater Blvd. N., Oakdale, MN 55128
Telephone:	651-251-5042
E-Mail:	kthao@canvashealth.org
Fax:	651-251-5111

V. **CANCELLATION AND TERMINATION**.

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

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

VII. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

VIII. **COMPLIANCE WITH APPLICABLE LAWS**. The parties shall comply with all federal, state and local laws. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

IX. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

X. **INSURANCE**.

A. *Workers' Compensation*. The contractor certifies it is in compliance with Minnesota Statute

§176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

$500,000 per claim
$1,500,000 per occurrence
$3,000,000 annual aggregate

C. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

D. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

E. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.

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

XII. **GOVERNMENT DATA PRACTICES ACT**. The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 subd. 11(c). The CONTRACTOR shall retain all documents created as part of this agreement in accordance with the Minnesota Records Retention Schedule found in the MN Department of Human Services Bulletin #14-85-01. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Appendix E.

XIII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS**.

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

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

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

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing

MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. **ANTITRUST**. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XV. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.

XVI. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

1. **CONTRACTOR: Canvas Health, 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.

Signed:
Title:
Date:

2. **COUNTY OF CHISAGO:**

Signed:
Title: Marlys Dunne, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Interim Director
Date:

Reviewed as to Form:

Signed: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 12/11/2024

APPENDIX A

ADULT DAY TREATMENT

Program Content: Three days per week of Adult Day Treatment Services per DHS standards utilizing the Illness, Management and Recovery curriculum. Group each day consists of a total of three hours, with at least one hour of group psychotherapy and two hours of group skills. A group will run for 12 consecutive weeks and consist of at least 4, but no more than 12 clients.

Program expectations: Groups are facilitated by two mental health practitioners. Clinical supervision is provided by a licensed psychologist to the day treatment providers, per established guidelines in Rule 47. All enrolled clients will have a current Diagnostic Assessment, Functional Assessment, LOCUS rating, treatment plan, Interpretive Summary and Discharge Plan completed by the CONTRACTOR.

ADULT OUTPATIENT PSYCHOTHERAPY

Outpatient Psychotherapy:

Program Content: Psychotherapy, family psychotherapy, group therapy, and crisis psychotherapy. Sessions are typically once per week and vary in length between 20 and 70 minutes. Duration of treatment can vary between 3 sessions and 5 years. Need for medically necessary services is determined by a diagnostic assessment.

Program expectations: provided by or under the clinical supervision of a mental health professional.

CHILD OUTPATIENT PSYCHOTHERAPY

Outpatient Psychotherapy:

Program Content: Psychotherapy, family psychotherapy, group therapy, family psychoeducation, and crisis psychotherapy. Sessions are typically once per week and vary in length between 20 and 70 minutes. Duration of treatment can vary between 3 sessions and 5 years. Need for medically necessary services is determined by a diagnostic assessment.

Program expectations: provided by or under the clinical supervision of a mental health professional.

ADULT OUTPATIENT DIAGNOSTIC ASSESSMENT/PSYCHOLOGICAL TESTING

Adult Outpatient Diagnostic Assessment:

Program Content: A diagnostic assessment to meet the criteria established under Minnesota Rules 2016, section 9505.0371 to **245I.10**.

Program expectations: provided by or under the clinical supervision of a mental health professional.

Psychological Testing:

Program Content: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning. This ranges between 1 and 10 hours per day. An explanation of findings is also provided as part of this service.

Program expectations: provided by or under the clinical supervision of a mental health professional.

CHILD OUTPATIENT DIAGNOSTIC ASSESSMENT/PSYCHOLOGICAL TESTING

Child Outpatient Diagnostic Assessment:

Program Content: A diagnostic assessment to meet the criteria established under Minnesota Rules 2016, section 9505.0371.

Program expectations: provided by or under the clinical supervision of a mental health professional.

Psychological Testing:

Program Content: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning. This ranges between 1 and 10 hours per day. An explanation of findings is also provided as part of this service.

Program expectations: provided by or under the clinical supervision of a mental health professional.

PAYMENT RATES:

CONTRACTOR will take all necessary steps to help clients who do not have insurance coverage establish such coverage, and for clients with coverage, bill client's insurance and accept the insurance payment as payment in full unless a co-pay, co-insurance, deductible, or spenddown apply. Uninsured clients will be requested by the COUNTY to apply for health insurance. Diagnostic Assessments done by other providers will be accepted if the assessment was completed within 30 days of the date of the referral and establishes medical necessity for this level of care.

ADULT DAY TREATMENT	**2025**	**2026**
Minimum of one hour of group psychotherapy and two hours of group skills per day	$75.00 Per Hour	$75.00 Per Hour
DIAGNOSTIC ASSESSMENT (Standard)		
PSYCHOLOGICAL EVALUATIONS		
Psychological tests must meet psychological standards for reliability and validity and be suitable for the diagnostic purposes for which they are used. Includes face-to-face interview to validate the test, administration and scoring, interpretation of results and a written report to document the results of the test(s).	$207.61 $404.30 for missed appointment or cancellation with less than 24 hours notice	$201.57 per hour $392.53 for missed appointment or cancellation with less than 24 hours notice

APPENDIX B

Substance Use Disorder Comprehensive CHEMICAL HEALTH ASSESSMENTS AND REFERRALS

ADULT DAY TREATMENT	**2025**	**2026**
For Substance Use Disorder Comprehensive Assessments and completion of any subsequent referrals for treatment conducted at the CONTRACTOR'S place of business: The rates shall be per assessment and referral.	$212.18	$212.18
For Substance Use Disorder Comprehensive Assessments only conducted at the CONTRACTOR'S place of business: the rate shall be per assessment.	$159.13	$159.13
For Substance Use Disorder Comprehensive Assessments and completion of any subsequent referrals for treatment conducted at a hospital: the rate shall be per assessment and referral.	$318.27	$318.27
For Substance Use Disorder Comprehensive Assessments only conducted at a hospital: the rate shall be per assessment.	$265.22	$265.22

- Substance Use Disorder Comprehensive Assessments shall be provided by the CONTRACTOR in accordance with Minnesota Rules, parts 9530.6600 through 9530.6655.
- The CONTRACTOR shall update assessments at no cost for updates that occur within six months of the original assessment date.
- The COUNTY will provide the CONTRACTOR with packets including the necessary forms.

Client Intake:

- The CONTRACTOR shall refer all inquiries for Substance Use Disorder Comprehensive Assessments to the COUNTY at its designated telephone number and/or through a secure email system.
- COUNTY shall conduct an initial intake for Substance Use Disorder Comprehensive Assessments to gather client data and obtain a release of information from the client to refer them to the CONTRACTOR.
- The COUNTY will assign a unique authorization code to each individual it refers to the CONTRACTOR.
- Prior to conducting the assessment, the CONTRACTOR shall contact the COUNTY to verify the individual's authorization code.

Client Assessment and Referral:

- The CONTRACTOR will obtain any releases of information needed from the client to conduct the assessment and make a referral for treatment.

- If referral is for a Substance Use Disorder Comprehensive Assessment and referral, CONTRACTOR will complete the Substance Use Disorder Comprehensive Assessment, discuss treatment options with the client and make all calls necessary to arrange for the client's placement.

Submission to County:

- Upon completion of the assessment and referral within the required timeline, the CONTRACTOR shall submit the Substance Use Disorder Comprehensive Assessment and all relevant documentation within seven (7) calendar days to the COUNTY. If the information submitted is insufficient or incomplete, the CONTRACTOR will be notified by the COUNTY. Assessments may be faxed to the COUNTY or emailed using a secure email system.

Quality Assurance:

- All required assessment documentation submitted must be complete, accurate and legible.
- CONTRACTOR shall maintain copies of all paperwork submitted to the COUNTY in accordance with the CONTRACTOR'S established guidelines.
- Any assessor with continued or repeated performance issues may be prohibited from completing assessments on behalf of the COUNTY.

APPENDIX B – continued

- Prior to performing any Substance Use Disorder Comprehensive Assessments under this Agreement, the CONTRACTOR shall submit a copy of the current Licensed Alcohol and Drug Counselor (LADC) license for each assessor.
- A non-LADC individual may complete a Substance Use Disorder Comprehensive Assessment on behalf of the CONTRACTOR if they have an equal or greater number of training/credit hours, are licensed/credentialed in another state, and have received prior approval by the COUNTY.

APPENDIX C

SLIDING FEE SCHEDULE

Canvas Health is able to provide a sliding fee to qualified clients of certain programs. The sliding fee schedule for Chisago County residents will be based upon verified family size and gross income. The sliding fee schedule will define the maximum percent of the full fee for services for which eligible clients will be responsible. The sliding fee schedule will be developed in accordance with all applicable laws and regulations. The zero points on the fee schedule will be established in accordance with 100% of the federal poverty guidelines. The current year's Sliding Fee Scale for County Paid Eligible Clients will be used and is based on the Department of Health & Human Services poverty guidelines published at www.federalregister.gov.

Applicability:
Any service delivered under this contract, minus any fee determined to be owed by the client.

Definitions:

Federal Poverty Guidelines: are guidelines developed by the Department of Health and Human Services to help determining financial eligibility for certain programs.

Uninsured: Individuals who have no health insurance for any service.

Underinsured: People who have health insurance but lack coverage for a specific medically necessary service.

Guidelines and Implementation of the Sliding Fee Schedule

1. Fee Determination – At the time of intake, clients will complete and sign a Fee Determination form, which will include required information on family size and gross income.
2. Verification – Clients will be required to provide verification of income by providing income tax forms, pay stubs, or other comparable documentation. Clients who apply for sliding fee are required to apply for public or private insurance and provide proof of acceptance or rejection from the insurance. Clients assigned sliding fee are required to update verification of income every 90 days.
3. Refusal to Provide Information – If a client refuses to divulge family size or income or to provide the necessary verifications, no sliding fee reduction will be applied.
4. Client Refusal to Authorize Third-Party Coverage – Clients with third-party coverage who do not authorize Canvas Health to bill for services in order to receive payments from the health plan, refuse to provide the required insurance information, and/or refuse to obtain any health plan-required physician or other referral will be assigned 100% fee responsibility and will be responsible for full payment for services.
5. Canvas Health will work with the client on payment arrangements for the client's portion of the bill. If the client is unable to meet the obligations of their payment arrangements, Canvas Health will contact the Chisago County Behavioral Health Supervisor to discuss the client's situation and determine the next steps as provided for in Appendix D: Hardship Waiver Request.

6. Sliding Fee Reduction for Managed Care Clients or Clients in Closed Panel Health Plans of Which Canvas Health is Not a Part – Except for emergency services, clients with managed care or closed panel coverage are eligible for a sliding fee reduction only for services not covered by the health plan or for services provided under a direct referral from Chisago County.

7. Clients Who Move From the County – A client who begins receiving services while a resident of a participating county, who moved out of the county while an active client, may continue to be eligible for the sliding fee schedule for a limited period of time to allow for completion of treatment or until an appropriate referral can be made. Such application for the sliding fee schedule requires the approval of the division director or chief operating officer via the Reduction to Scheduled Fee form. This stipulation includes clients who are court-ordered by Chisago County for Canvas Health services.

APPENDIX D

HARDSHIP WAIVER REQUEST

If a client fails to meet the income eligibility standard for the sliding fee schedule or is eligible, but unable to pay the determined fee by their insurance company or assigned sliding fee responsibility, the client may request a hardship waiver from the County when the services are clinically necessary and the client demonstrates that participating in payment would create a financial hardship.

Applicability:
Any service delivered under this contract.

Definitions:

Federal Poverty Guidelines: are guidelines developed by the Department of Health and Human Services to help determining financial eligibility for certain programs.

Uninsured: Individuals who have no health insurance for any service.

Underinsured: People who have health insurance but lack coverage for a specific medically necessary service.

Guidelines and Implementation of the Hardship Waiver Request:

1. The client will complete a Chisago County Hardship Waiver Request for Canvas Health contracted Services.
2. The application will be reviewed by the COO of the CONTRACTOR in collaboration with the County Director or designee,
    a) CONTRACTOR will review all requests within one week of the request verbally with the County Director or designee.
    b) If verbally approved by the County Director or designee, the CONTRACTOR shall forward the Hardship Waiver Request form and the supporting documentation to the County Behavioral Health Supervisor for final review and final approval with the County review team.
    c) The County Behavioral Health Supervisor will notify the Contractor of the outcome of the review and the decision to authorize payment under the hardship waiver. Such authorization will include:
        i. The amount that the client is responsible for.
        ii. The length of time the hardship waiver funding may be accessed by the client.
        iii. Completion of the section "For Official Use Only".
3. Upon receipt of the hardship waiver funding approval from the County the CONTRACTOR may commence delivery of said service.
4. The CONTRACTOR will submit an individual invoice for clients utilizing a Hardship Waiver.

APPENDIX E

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Canvas Health, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;
D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
   (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
   (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
   (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

(a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.

(b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.

(c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.

(d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.

(e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.

(g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

(1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and

(2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and

(3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.

(h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:

(1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

(j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.

(k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

(l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

(m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.

(n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

(a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

(b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and

(c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless**. The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. Term and Termination.

(a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

(b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.

(c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings**. The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts**. This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries**. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby**. This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver**. The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns**. This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement**. This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement**. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation**. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** 22
Title of Item for Consideration: Minnesota Department of Health Cannabis and Substance Use Prevention grant (CSUP) 24-26	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: None.	

Background: The Chisago County Community Health Board is awarded $101,858.00 to be used in partnership with the State to address the areas of public health responsibility and essential public health services defined in MN Statute 144.197 subd. 4, MDH is empowered to award grants to local public health departments to create prevention and education programs focusing on cannabis and substance use prevention.

Attachment(s):

- Minnesota Department of Health Local Public Health Grant Agreement thru 2029

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Minnesota Department of Health Local Public Health Grant Agreement. The suggested motion is as follows:

***"Move to approve the M**innesota Department of Health Local Public Health Grant Agreement thru 2029."*

Implications of Action: Approval will allow Chisago County Health & Human Services, Public Health Division, to receive funds from the Minnesota Department of Health to ensure that essential public health services required by state statute are provided to residents of Chisago County.

Budget/Financial Implications: State grant award dollars.

***Legal/Policy Implications*:** The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve _CEB_		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

Attachment: Grant Project Agreement
Contact for MDH: Kris Igo, 651-201-5809, health.csup.mdh@state.mn.us

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of CHB (as it appears in SWIFT)**:** CHISAGO COUNTY COMMUNITY HEALTH BOARD	**SWIFT Contract Number:** 260453	**MDH Program Name:** OSHII - Cannabis and Substance Use Prevention (CSUP)
SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** November 27, 2024, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. **Expiration Date:** June 30, 2026	**Total State Grant Funds:** $101,858 **Total Grant Funds *(all funds)*:** $101,858

Minnesota Department of Health

Grant Project Agreement

This grant project agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Chisago County Community Health Board, an independent organization, not an employee of the State of Minnesota, 313 N. Main St., Rm 239, Center City MN 55012 ("Grantee").

Recitals

1. MDH is empowered to enter into a grant project agreement under Minn. Stat.§§ 144.05, and 144.0742.
2. Pursuant to Minn. Stat. 144.197 subd. 4, MDH is empowered to award grants to local public health departments to create prevention and education programs focusing on cannabis and substance use prevention;
3. MDH and Grantee have entered into Master Grant Agreement number 12-700-00064 ("Master Grant Agreement"), or subsequent Master Grant Agreements, amendments, and supplements thereto;
4. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
5. Grantee represents that it is duly qualified and willing to perform all the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to Minn. Stat. § 16B.98, subd. 1.

Grant Project Agreement

1. Incorporation of Master Grant Agreement

All terms and conditions of the Master Grant Agreement are hereby incorporated by reference into this grant project agreement.

2. Term of Agreement

2.1 ***Effective date***

November 27, 2024, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the grant agreement being fully executed.

2.2 ***Expiration date***
June 30, 2026, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

3. Activities

3.1 ***MDH's Activities***
MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2 ***Grantee's Activities***
Grantee shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant project agreement.

4. Award and Payment

MDH will award funds to Grantee for activities performed in accordance with this grant project agreement.

4.1 ***Grant Award***
Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit B, which is attached and incorporated into this grant project agreement.

4.2 ***Budget Modifications***
Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3 ***Total Obligation***
The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed $101,858.

4.4 ***Terms of Payment***

4.4.1. ***Invoices***
MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant project agreement.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act (Minn. Stat. ch. 363A) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identify, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1 ***MDH's Authorized Representative***

MDH's Authorized Representative for purposes of administering this grant project agreement is Kristine Igo, Director, Office of Statewide Health Improvement Initiatives, P.O. Box 64975, St. Paul MN 55164-0975, 651-201-5809, kris.igo@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 ***Grantee's Authorized Representative***

Grantee's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch MN 55056, 651-213-5217, Courtney.Wehrenberg@chisagocountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

7. Ownership of Equipment and Supplies

7.1 ***Equipment***

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

7.2 ***Supplies***

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

8. Publicity

Any publicity given to the program, publications, or activities performed from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as a sponsoring agency. If publicity is not specifically authorized under this grant project agreement, Grantee must obtain prior written approval from MDH's Authorized Representative.

9. Clerical Error

Notwithstanding the Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Project Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

10. Incentives

When included in the approved Work Plan or Budget, the following language applies.

10.1 ***Handling of Incentives***

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

10.2 ***Separation of duties***

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

10.3 ***Distribution of Incentives***

Incentives may only be used for approved purposes by MDH.

a) Only one incentive can be given to an individual per occurrence/event.

b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.

c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.

d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.

e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.

f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

10.4 ***Incentive tracking documentation***

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

a) Number of incentives on hand, including starting balance and any additional incentives purchased;
b) Description of the incentives;
c) Quantity of incentive(s) distributed to each participant;
d) The last four digits of any pre-paid card number;
e) Value/amount;
f) A unique non-identifiable data point for each participant (e.g. case number, file number);
g) Date participant received incentive(s); and
h) Signature of Grantee staff member providing incentive(s) to participant(s).

10.5 ***Reconciliation***

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

10.6 ***Subcontracting/Subgranting***

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

10.7 ***Lost or stolen incentives***

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

10.8 ***Invoicing***

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

10.9 ***Failure to Comply***

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

11. Termination

11.1 ***Termination by MDH or Grantee***

MDH or Grantee may terminate this grant agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

11.2 ***Termination for Cause***

MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

11.3 ***Termination for Insufficient Funding***

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

11.4 ***Termination by Commissioner of Administration***

The Commissioner of Administration may immediately and unilaterally cancel this grant agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: _____

SWIFT Contract & Initial PO: 260453 / 3000119717 / REQ 821_24

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee's Activities / Scope of Work

The MDH Cannabis and Substance Use Prevention (CSUP) Grant Program will use state cannabis dollars to provide support and guidance to grantees on best practices for substance use prevention. A Statute was passed to support the implementation of the CSUP Grant to community health board (grantees) as outlined in MN Statute 144.197 subd. 4: "The commissioner of health shall distribute grants to local health departments and Tribal health departments for the departments to create prevention, education, and recovery programs focusing on substance misuse prevention and treatment options. The programs must include specific cannabis-related initiatives."

Based on statutory language, grantees may focus on a broad range of substance types, but cannabis must be included. The main focus of this grant must be on primary prevention of substance use / misuse. These funds may not be used for treatment and recovery service provision, but they may be used to promote linkage to services, for example implementing screening, brief intervention, and referral to treatment.

Grantee is expected to perform the following activities. Modifications to this exhibit must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

General Grantee Activities:

1. Designate CSUP project coordinator.

2. Designate a CSUP staff person to facilitate evaluation tasks and communicate with MDH evaluation staff and contractors.

3. Grantee shall complete, and update as necessary, proposed activities and a workplan for Minnesota Department of Health (MDH) approval on a workplan template provided by MDH. This workplan will assure compliance with funding requirements. Any changes made to the original proposal must be reviewed and approved by MDH. Workplan should include a theory of change or outcomes goals language.

    a. First 90 days – proposed activities related to the start-up of this new grant program. Hiring staff, reviewing local data and assessing the landscape to understand needs related to Cannabis and Substance Misuse in grantee's jurisdiction. Meet with assigned MDH Grants Manager (TBD). Participate in on-boarding grant activities as communicated by MDH.

    b. First 180 days – In addition to start-up activities listed above, grantee will participate in required trainings and workshops to develop their capacity, skills, and understanding of best practice in substance use prevention as well as develop localized workplans and logic models to represent use of their new funding.

c. Ongoing workplans and activities will be updated as grantee develops community strategies to address Cannabis/Substance Use Prevention in their jurisdiction.

4. Grantee shall develop a theory of change and/or logic model that defines project goals, objectives, and activities, to inform evaluation efforts. *More detail will be provided and grantee will be supported in the development of their theory of change and/or logic model in the first half of calendar year 2025.*

5. Be sure to include the required activities and deliverables in the workplan:

   a. Initial goals and objectives (if known) with activities to meet each.

   b. Development and submission of at least one (1) success story annually. Success stories will highlight best practices from the program and activities. Specific guidelines and instructions will be determined and provided by MDH to grantees after funding has been awarded.

   c. Evaluation reporting – more information forthcoming.

   d. Initial workplan and deliverables should span the first 90 days of the grant.

6. If available include baseline measurements for all activities.

7. Participate in site visits and grant reconciliation processes with MDH.

8. Participate in regularly scheduled calls and meetings with MDH.

9. Participate in MDH-sponsored technical assistance calls, webinars, and trainings.

10. Participate in all required evaluation activities and complete progress and evaluation reports as requested by MDH.

11. Annually or on the timeline determined by MDH, the Grantee shall complete a proposed budget and submit to MDH. The budget and any subsequent changes made to the budget must be reviewed and approved by MDH.

12. Grantee shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding reporting and monitoring requirements.

Financial:

1. Adhere to the request and approval process set forth by MDH in the CSUP Grant Guide.

2. Act in a fiscally responsible manner, including following standard accounting procedures, charging the CSUP grant only for the activities in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.

3. Report other funding sources including grants from other sources, that are directed toward cannabis and/or substance use prevention and have systems in place to track CSUP-funded activities separately from activities funded through other sources.

4. Ensure CSUP funding does not supplant work funded through other sources. Use CSUP funds to develop new activities, expand or modify current activities that work to reduce substance use including cannabis and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce substance use including cannabis. The Grantee may not use CSUP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce substance use including cannabis.

Exhibit B – Grantee's Budget

The budget shown below is for reference only and is non-binding.

Category	Budget Period 1 November 27, 2024 – October 31, 2025	Total
Salary/Fringe	$0	$0
Contractual Services	$87,248	$87,248
Travel	$1,350	$1,350
Supplies & Equipment	$3,300	$3,300
Other	$700	$700
Subtotal (direct)	$92,598	$92,598
Indirect	$9,260	$9,260
Total	**$101,858**	**$101,858**

Grantee's Indirect Cost Rate for this Grant Agreement is as follows. MDH will notify Grantee, in writing, if the rate allowed changes and the effective date of such change.

☒Indirect costs are allowed by Funder:

☒Grantee does not have a NICRA and is requesting to use the federal de minimis rate

Rate: 10%

Ensure that administrative costs are explained and justifiable. MDH will accept up to the Grantee's current federally approved indirect cost rate agreement. If Grantee does not have a federally approved indirect cost rate agreement, MDH will accept an indirect rate of up to 10 percent of the total direct charges.

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** 23
Title of Item for Consideration: Lakes Center for Youth and Families Professional Service Agreement	
Action Requested by: Janet Reiter, County Attorney	***Department:*** County Attorney's Office

Previous Action on this Matter: Yearly contract with Lakes Center for Youth and Families.

Background: County Attorney's Office is statutorily obligated pursuant to Minn. Stat. §388.24 to coordinate a juvenile pre-trial diversion program. Chisago County has had a long-standing relationship with Lakes Center for Youth and Families (LC4YF). LC4YF is a community-based non-profit organization, implementing evidenced-based interventions by providing youth with effective educational programs, offering group counseling, one-on-one therapy, and/or referrals for other services.

In addition to the Pre-trial Diversion Program, LC4YF provides post-plea programming and interventions to youth and their families using an educational and restorative justice approach. Chisago County Probation works with LC4YF to identify programming that matches the needs of the individual juvenile offenders.

This contract is budgeted for in the County Attorney's Office 2025 Budge and will be paid from the Restorative Justice Account/Line Item.

Attachment(s):

- Lakes Center for Youth and Families Professional Service Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board review and approve the professional services contract with Lakes Center for Youth and Families. The following motion is recommended:

"Move to approve the Contract with Lakes Center for Youth and Families to provide Pre-trial Diversion and Restorative Justice Programming for youth."

Implications of Action: Board approval of the propose policy is respectfully requested.

Budget/Financial Implications: County Attorney 2025 budget (091-6817) reflects funding for restorative justice programming and additional from the County

Attorney forfeiture account. The County Attorney's Office does not have resources to provide these services with current staff and funding. This Contract is necessary to fulfill the statutory mandate. ***Legal/Policy Implications*:** The County Attorney's Office has approved the proposed contract. Board approval of this Agreement would be compliance with applicable state and federal regulations and local county policies and procedures.

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

PROFESSIONAL SERVICES CONTRACT BY and BETWEEN
CHISAGO COUNTY AND LAKES CENTER FOR YOUTH AND FAMILIES

THIS CONTRACT, and amendments and supplements hereto, is by and between the County of Chisago, a body corporate and politic, located at 313 North Main Street, Center City, Minnesota for and on behalf of Chisago County Sheriff's Office, Chisago County Attorney's Office and Chisago County Court Services Department (together hereinafter, the County), and Lakes Center for Youth and Families, Inc., f/k/a Lakes Area Youth Service Bureau, a non-profit organization, and located at 20 Lake Street No., Suite 103, Forest Lake, Minnesota 55025, (hereinafter, "the Contractor") and together, collectively referred to as "the Parties," do hereby enter into this Contract.

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional services to fulfill obligations of the County, as required by law, and provide services related thereto, which may be inferred therefrom; and

WHEREAS, the County Attorney's Office is authorized to provide Pretrial Diversion Programming, pursuant to Minn. Stat. 388.24 and the Court Services Department is responsible for providing juvenile probation services at the direction of the courts, pursuant to Minn. Stat. 244.19, each tailored to address the individual needs of the juveniles; and

WHEREAS, the Contractor, a community-based non-profit organization, has employed qualified and experienced staff, developed evidenced-based interventions and, for decades has served youth by engaging them in healthy relationships, providing effective educational programs, offering group counseling and/or one-on-one therapy, and referrals for other need-based services; and

WHEREAS, the County desires to engage the Contractor and utilize the services and expertise of the professionals for pretrial diversion programming and juvenile probation services; and

WHEREAS, the Contractor represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2025, irrespective of the dates of the signatures set forth below, and shall remain in effect December 31, 20256, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR will:

A. Diversion Programming. Receive and process intake and referrals consistent with Juvenile Pre-Trial Diversion Program Policy and Procedures which are incorporated herein and provide updates to the County Attorney's Office on individual referrals regarding completion of the Diversion Program;
B. Provide tailored interventions and programming to juveniles aged 10 – 18 years when those juveniles have committed specific, qualified juvenile petty offenses in lieu of traditional court intervention; such interventions will be geared toward restorative justice and rehabilitation of the juvenile in the form of changed thinking, responsible behavior, and education regarding the dangers of risk-taking behavior.

C. Provide referrals for counseling or treatment (including chemical health) when appropriate or necessary;
D. Post-Court Intervention Services
E. "Substance Abuse Intervention and Education" Provide community-based intervention strategies to reduce drug abuse and criminal behavior in juvenile offenders and promotes local drug abuse prevention efforts within the community though one-on-one, group sessions and educational outreach (consistent with Minn.Stat.299A.33).
F. Youth Enrichment, Intervention and Counseling

III. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration. The CONTRACTOR is entitled to and shall receive from the County all funds budgeted for the services provided to youth referred to the CONTRACTOR . Payment to the CONTRACTOR pursuant to this contract shall be paid by the County as follows:

1. Compensation of FIFTEEN THOUSAND DOLLARS AND NO CENTS [$45,000] for services rendered for services under the Duties II.A through II.C., above, during the term of this contract.
2. Compensation of FIVE THOUSAND DOLLARS AND NO CENTS [$5,000.00] for services rendered for services under the Duties II.D, "Substance Abuse Intervention and Education" above, during the term of this contract.

B. Terms of Payment.

Payment shall be made by County in two (2) installments, promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Payment for the first installment shall be made upon execution of this agreement; payment for the second installment shall be made upon invoice presented to the County.

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

A. County's authorized representative for the purpose of administration of this contract is:
Name: Janet Reiter, Chisago County Attorney
Address: 313 North Main Street, Rm 373, Center City, MN 55012
Telephone: (651)213-8400
E-Mail: janet.reiter@chisagocountymn.gov
Fax: (651)213-8401

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

Name: Linda Madsen, Executive Director
Address: PO Box 970, Forest Lake, MN 55025
Telephone: 651-464-3685
E-Mail: Linda.Madsen@lc4yf.org
Fax: 651-464-3687

V. **CANCELLATION AND TERMINATION**.

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

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

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. If the CONTRACTOR enlists a subcontractor to provide any services under this contract, the CONTRACTOR shall be responsible for prompt payment to the subcontractor pursuant to Minn. Stat. 471.425, Subd. 4a.

VII. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless against any liability, loss, damages, claims or causes of action, including all attorneys' fees incurred by County, arising from any action or inaction by the CONTRACTOR, its employees, agents, subcontractors or volunteers, giving rise to the liability, loss, damages, claim or cause of action against the County:

A. By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the CONTRACTOR, or while being transported to or from said premises in any vehicle owned, operated leased chartered for by the CONTRACTOR or any officer, agent or employee thereof; or,

B. By reason of any applicant or eligible recipient causing injury to or damage to, the property of another person during any time when the provider or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this CONTRACT;

C. By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury death, personal injury, property loss, or damage to another during the performance of the services under this CONTRACT.

The County will indemnify, save, and hold the CONTRACTOR, its representative and employees harmless against any liability, loss, damages, claims or causes of action, including attorney's fees incurred by the CONTRACTOR, arising from any action or inaction by the County, it employees, agents, subcontractors or volunteers, giving rise to the liability, loss, damages, claims or cause of action by the CONTRACTOR.

This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

VIII. **INSURANCE**.

A. Workers' Compensation. CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

B. General Liability Insurance. CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the CONTRACT whether the operations are by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by the CONTRACTOR under the contract. Insurance minimum limits are as follows:

$500,000 per individual claim for death, injury or damage from a single incident
$1,000,000 per occurrence encompassing any number of claims for death, injury or damage
$3,000,000 annual aggregate

Should the CONTRACTOR maintain coverages in amounts in excess of the limits set forth in the Minnesota Tort Claims Act does not constitute a waiver of the liability limits afforded the County pursuant to Minn. Stat. §466.04, Subd. .1

C. Professional liability insurance. Professional staff employed by the CONTRACTOR rendering services under this contract are required to maintain professional liability insurance, naming Chisago County as an additional insured in the following amounts: $500,000 per claimant for bodily harm, injuries, or death, and $1,500,000 for total losses or damage arising out of an occurrence.

IX. **PUBLICITY**. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research,

reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

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

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

The County and the CONTRACTOR agree and acknowledge that some information necessary to serve the juveniles and their families, and thus maintained the he Parties, includes protected health information. The Health Information Portability and Accountability Act (HIPAA) may apply to said data and the Parties agree to protect that data as required by law. The Parties agree that the Business Associate/Confidentiality Agreement entered into by the Parties is incorporated herein by reference and shall be binding upon the Parties.

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

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

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

XIII. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.

XIV. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

XV. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute §471.425.

XVII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII. Liability; IX. Publicity; XI. Government Data Practices Act; XII. Ownership Of Materials and Intellectual Property Rights; XIII. Jurisdiction and Venue; and XV. State Audits.

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

APPROVED:

1. CONTRACTOR: Lakes Center for Youth and Families, Inc.

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

By:
Title: Executive Director, Lakes Center for Youth and Families
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

3. AS TO FORM:

By: Jamt Rat
Title: Chisago County Attorney's Office
Date: 12/13/2022

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** **24**
Title of Item for Consideration: Allocating ARPA Funds to Chisago County Administrative Costs	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Board /Administration
Previous Action on this Matter: None.	

Background: On March 11, 2021, the President of the United States signed into law the American Rescue Plan Act of 2021(H.R. 1315), which allocates $130.2 billion in funding to local governments for COVID-19 pandemic relief.

Chisago County received its distributions of ARPA funding within 90 days of the enactment of the American Rescue Plan Act of 2021, and began expending the funds on eligible activities immediately, according to the conditions and terms created by the Department of Treasury.

However, there are ARPA funds which were allocated to projects that will NOT be expended in time for the December 31, 2024 deadline, so the County will be using the remaining funds to cover the costs of the administrative requirements of the American Rescue Plan Act.

Attachments:

- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Resolution allocating the remaining ARPA funds to Chisago County as an administrative fee to cover the expenses necessary to meet the administrative requirements of the American Rescue Plan Act. The recommended motion is as follows:

"Move To approve the Resolution allocating the remaining ARPA funds to Chisago County as an administrative fee to cover the expenses necessary to meet the administrative requirements of the American Rescue Plan Act."

Implications of Action*:** Approving the resolution, Chisago County will be able to retain the remainder of its ARPA funding. ***Budget/Financial Implications: None. ***Legal/Policy Implications***: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1218-X
AUTHORIZING ALLOCATION OF THE UNSPENT AMERICAN RESCUE PLAN FUNDS TO THE CHISAGO COUNTY ADMINISTRATIVE FEE

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act of 2021(H.R. 1315), which allocates $130.2 billion in funding to local governments for COVID-19 pandemic relief; and

WHEREAS, the County of Chisago, Minnesota has been negatively impacted by the COVID-19 pandemic; and

WHEREAS, the U.S. Department of Treasury administered the plan, and the County of Chisago received its distributions of ARPA funding within 90 days of the enactment of the American Rescue Plan Act of 2021; and

WHEREAS, the County of Chisago expended ARPA funds on eligible activities by specific Terms and Conditions set forth by the U.S. Department of Treasury as part of accepting the funds; and

NOW, THEREFORE, BE IT RESOLVED by the County of Chisago, Minnesota that any ARPA funds unspent on eligible activities by December 31, 2024, will be used by Chisago County to cover Chisago County's expenses necessary to meet the administrative requirements of the American Rescue Plan Act.

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

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

Approved: December 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** 25
Title of Item for Consideration: Probation Delivery Systems – CPO to CCA	
Action Requested by: Mark Hendrickson, Director	***Department:*** Probation
Previous Action on this Matter: The Chisago County Budget and Finance Committee has discussed the changing of supervision delivery systems at the November 13th meeting. The B/F Committee recommending moving the item, by consensus, to the Chisago County Board of Commissioners December 18th, 2024 agenda.	
Background: MN Statute 401 is the Community Corrections Act (CCA), which allows Counties with more than 30,000 people the ability to supervise all juvenile and adult offenders residing within the County. The County receive a subsidy from the State that is distributed according to a formula. M.S. 401 grants the County Board fiscal, personnel and operational control over the supervision of offenders within the County. Chisago County currently operates supervision under MN Statute 244.19, the County Probation Officer (CPO) model. Under CPO, Chisago County supervises all pretrial and juvenile cases. In addition probation supervises all adult offenders who have committed a misdemeanors and gross misdemeanor who reside in the County. The County receives funding through the County budget process and partial salary reimbursement from the State. Currently, the MN DOC supervises adult offenders who have committed felonies within the County. When deciding to change supervision delivery systems, County Boards must decide on their own strategic goals and values of supervision. ***Attachment***(s): • PowerPoint Presentation • Resolution	

Action Requested/Recommended: The County Board is respectfully requested to authorize the changing of probation delivery systems to Community Corrections Act (CCA) from the County Probation Officer (CPO) model under MN Statute 401. The following motion is suggested:

"Move to approve the transition of the Chisago County community supervision model from the CPO model to the CCA model effective July 1, 2025."

Implications of Action: Changing delivery systems will give Chisago County greater control over supervision in Chisago County. The County will have greater control over the fiscal, operational, and personnel functions.

Budget/Financial Implications: The change from the CPO model to the CCA model will cost an additional amount depending on many factors.

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

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1218-XX
RESOLUTION APPROVING THE COMMUNITY CORRECTIONS ACT AS THE CHISAGO COUNTY SERVICE DELIVERY SYSTEM

WHEREAS, Minnesota has three correctional delivery systems for the supervision of offenders on parole, probation, and supervised release; and

WHEREAS, Chisago County currently operates under the County Probation Officer (CPO) model as provided for in Minnesota Statute 244.19; and

WHEREAS, Chisago County conducted a thorough assessment of probation services in Chisago County; and

WHEREAS, the Board of Commissioners were able to evaluate the three delivery systems and how each relates to Chisago County's organizational direction, including its mission, vision, and core values.

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

1. The Chisago County Board of Commissioners hereby approves changing Chisago County's correctional service delivery from the County Probation Officer model to the Community Corrections Act (CCA) delivery model.

2. The Chisago County Board of Commissioners directs Chisago County Probation Director Mark Hendrickson to notify the Minnesota Department of Corrections Commissioner as soon as possible, of Chisago County's intent to change to the CCA delivery system.

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

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

Approved: December 18, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____

Chase Burnham
County Administrator

Community Corrections Act (CCA) Probation Delivery System

CHISAGO COUNTY PROBATION DEPARTMENT

DIRECTOR MARK HENDRICKSON

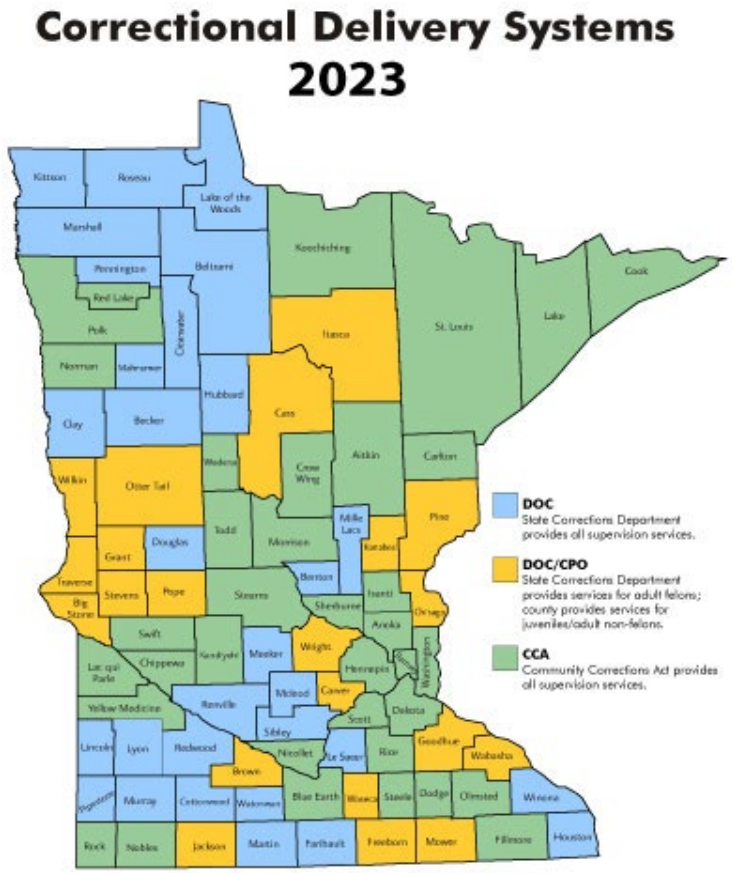
SUPERVISOR JESS MOTT

Our Mission

To provide the Chisago County District Court and the citizens of Chisago County with research-based practices designed to enhance public safety and promote client rehabilitation.

	County Probation (CPO) MN Stat. 244.19	Community Corrections (CCA) MN Stat. 401	Dept. of Corrections (DOC) MN Stat. 244.19
ADMINISTRATION	County Office by local Courts in collaboration with County Board and an Advisory Board per comprehensive plan approved by Department of Corrections. DOC by Commissioner of Corrections	By County Board and a Corrections Advisory Board per comprehensive plan approved by Department of Corrections.	By Commissioner of Corrections
FUNDING	Funding formula per Minnesota Statute 401.10	Funding formula per Minnesota Statute 401.10	Funding formula per Minnesota Statute 401.10. County reimburses the State for the total cost and expenses incurred, less Felony supervision, per Minnesota Statute 244.19, Subd. 5
SERVICES PROVIDED	County Office services determined by local Courts in collaboration with County Board. DOC services provided as approved by Commissioner of Corrections.	Determined by County Board and authorized in comprehensive plan.	As approved by Commissioner of Corrections.

- Approximately 96,817 people under Community Supervision (Pre-trial, Probation, Supervised Release)
- Approximately 7,511 people incarcerated
- Counties provide 83% of Community Supervision
- DOC provides 17% of Community Supervision
- 36 CCA Counties
- 21 CPO Counties
- 30 DOC Counties



Chisago County Community Corrections Act

Vision

Multi-Disciplinary Teams:

Operating across department lines on shared clients will best serve our clients, reduce costs over time, and enhance public safety.

Seamless Services:

One community supervision department will ensure best practices, uniform approaches, and one stop for all clients in Chisago County.

Vision

Innovative Approaches:

Opportunity to advance our supervision with innovative approaches such as:

* Domestic Violence Program
* Drug Court Program
* DWI Court Program
* Intensive Supervision Program Advancements
* Additional program creation to best fit the needs of our client base

Vision

Enhanced Public Safety:

On-call system for Law Enforcement, pre-trial services for higher risk clients, and research-driven policies and practices will all enhance public safety.

Evidence-Based Practices:

Implementing practices supported by research will ensure clients are receiving an effective intervention while they are guided toward long-term behavior change.

Benefits of CCA

- Elimination of service duplication and redundancy will create great efficiencies in delivery of services.
- Promotes coordinated county-wide planning, communication, and integrated services.
- Local control over all fiscal, operational, and personnel functions.
- Improves accountability to elected officials and county citizens.

- A citizen advisory board ensures input and oversight on policy and practices.
- One Probation Department will eliminate confusion of clients, stakeholders, and the community.
- Enhance public safety through consistency and continuity of supervision with Law Enforcement and the Court.
- Provide additional programming for clients to build cognitive skills, reduce domestic violence, and support rehabilitative efforts.

Transition Cost Estimates



STI data conversion
$20,000



Remodeling $50,000



Equipment/computers
$15,000



Training $5,000

Annual costs to switch to CCA (estimate)

Salary and benefits (5 Agents and 1 Administrative Support)	$607,198
CSTS (additional cost)	$3,244.00
Drug Testing supplies (additional cost)	$15,000
Office supplies (additional costs)	$2,000
Training (additional costs)	$5,000
TOTAL additional costs	$632,442
TOTAL new funding allocation (actual)	$775,689

Questions?

THANK YOU FOR YOUR TIME AND CONSIDERATION.

Chisago County Probation

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** 26
Title of Item for Consideration: 2025-26 Professional Technical Services Contract between Chisago County and the Chisago Soil and Water Conservation District for U of MN Extension	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: Chisago County has approved biannual Professional Technical Services contracts with Chisago Soil and Water Conservation District since 2011.	
Background: The County has previously agreed to provide to the University of Minnesota Extension support in the form of office space, telephone and computer network connections, other communication support and office supplies. Services provided by the SWCD include, but not limited to: Provide ¼ time (25% FTE) support staff services, at a rate of $24,500 in 2025 and $26,000 in 2026; and Provide office space and general use of the premises within the space occupied by the SWCD at a rate of $8,000/year and provide internet access at a rate of $2,400/year. The total obligation of County for all compensation and reimbursement to the SWCD shall not exceed $34,900.00 for calendar year 2025 and $36,400.00 for calendar year 2026 unless modified by amendment or supplement to this Agreement. ***Attachment(s):*** • 2025-26 Professional Technical Services Contract	
Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2025-26 Professional Technical Services Contract. The suggested motion to approve this action is as follows: ***"Move to approve the 2025-26 Professional Technical Services***	

Contract with the Chisago Soil and Water Conservation District."
Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place. ***Budget/Financial Implications***: The total obligation of County for all compensation and reimbursement to the SWCD shall not exceed $34,900.00 for calendar year 2025 and $36,400.00 for calendar year 2026 unless modified by amendment or supplement to this Agreement. ***Legal/Policy Implications***: The proposed activity is in conformity with applicable state statutes and County authority and policies. The contract is subject to County Attorney approval as to form.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT BETWEEN CHISAGO COUNTY AND CHISAGO SOIL AND WATER CONSERVATION DISTRICT

THIS CONTRACT, and any subsequent amendments and supplements thereto, is between the County of Chisago, a body politic and corporate (hereinafter "the County") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago.

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

WHEREAS, SWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and

WHEREAS, the County has agreed to provide to the University of Minnesota Extension support in the form of office space, telephone and computer network connections, other communication support and office supply; and

WHEREAS, the SWCD has available staff and office space to aid in meeting the County's commitment to the University of Minnesota Extension;

NOW, THEREFORE, it is agreed:

1. SCOPE OF WORK:
    a. Services provided by the SWCD include, but not limited to:
        i. Provide ¼ time (25% FTE) support staff services, at a rate of $24,500 in 2025 and $26,000 in 2026;
        ii. Provide office space and general use of the premises within the space occupied by the SWCD at a rate of $8,000/year.
        iii. Provide internet access at a rate of $2,400/year.
    b. Services provided by the County include, but not limited to:
        i. Provide a printer/copier machine and annual maintenance contract for use by SWCD and Extension staff.

2. CONSIDERATION AND TERMS OF PAYMENT.
    a. Consideration for all services performed and goods or materials supplied by the SWCD pursuant to this contract shall be paid by County as follows:
        i. Compensation Funds shall be paid by the County upon SWCD's presentation of invoice within thirty-five (35) days of County's receipt thereof.
        ii. The total obligation of County for all compensation and reimbursement to the SWCD shall not exceed $34,900.00 for calendar year 2025 and $36,400.00 for calendar year 2026 unless modified by amendment or supplement to this Agreement.
    b. Terms of Payment.
        i. Payment shall be made by County promptly after the SWCD presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the SWCD pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable

federal, state and local laws, ordinances, rules and regulations. Invoices shall be presented by SWCD on a quarterly basis.

3. TERM OF AGREEMENT: The effective date of the agreement is January 1, 2025 and will continue until December 31, 2026.

4. 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: Chase Burnham, County Administrator
Mailing: 313 North Main Street, Rm. 400, Center City, MN 55012
Telephone: 651-213-8877
E-Mail: chase.burnham@chisagocounty.us

B. The SWCD's authorized representative for the purpose of administration of this contract is:

Name: Craig Mell, District Administrator
Address: 38814 Third Avenue, North Branch, MN 55056
Telephone: 651-674-2333
E-Mail: craig.mell@mn.nacdnet.net

5. CANCELLATION AND TERMINATION:

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

B. Termination for Insufficient Funding. County may immediately terminate this 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 SWCD within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the SWCD will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. ASSIGNMENT: The SWCD shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

7. LIABILITY & INSURANCE:

A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the SWCD or SWCD agents or

employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this contract. Likewise the County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Contract.

B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) liabilities. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.
✓ General Liability; □ Professional Liability; ✓ Automobile Liability
-At coverages of: $500,000/claim; $1,500,000/occurrence
✓ Workers' Compensation, as required by Minnesota law; □ Other _____

8. WORKER'S COMPENSATION. The SWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The SWCD's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

9. GOVERNMENT DATA PRACTICES ACT. The SWCD and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the SWCD 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 SWCD or County.

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

The SWCD hereby assigns to County all rights, title and interest to the MATERIALS. The SWCD shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the SWCD, 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 SWCD, its employees and any subcontractors, and the SWCD shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the SWCD's obligations under this contract without the prior written consent of County's authorized representative.

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

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

11. JURISDICTION AND VENUE. This 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.

12. 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.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SWCD 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.

14. SUBCONTRACTING AND ASSIGNMENT. SWCD shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

15. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Amendment on the Date(s) indicated below and shall take effect upon January 1, 2025, irrespective of the dates of signatures below.

CHISAGO COUNTY

By:_____
Chair of the Board
Chisago County Board of Commissioners

Date:_____

Witnessed:_____
Clerk to the Board

Date:_____

CHISAGO SWCD

By:_____
Chair of the Board
Chisago Soil and Water Conservation District

Date:_____

Witnessed:_____
District Administrator

Date:_____

Reviewed/Approved by County Attorney:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:_____
Jeffrey B. Fuge, Assistant County Attorney

Date: December 9, 2024

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** 27
Title of Item for Consideration: Discussion of Board of Commissioners 2024 Goals	
Action Requested by: Chair Marlys Dunne	***Department:*** Board of Commissioners
Previous Action on this Matter: None.	
Background: At the December 11th Budget and Finance Committee Meeting, Chair Marlys Dunne requested the Board be prepared to discuss their '2024 Board of Commissioner Goals,' which were created at the 2024 Organizational Meeting on January 2nd 2024. ***Attachment(s):*** • 2024 Board of Commissioner Goals	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioner discuss what their goals are for the Board of Commissioners in 2025. No motion is needed.	
Implications of Action: By discussing their goals, the Board has given greater direction to staff. ***Budget/Financial Implications:*** None. ***Legal/Policy Implications:*** Board's discussion would be compliance with applicable state and federal regulations and local county policies and procedures.	

Administrator's Recommendation

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

Chisago County Board of Commissioners 2024 Goals

Jim Swenson - 1

1. Make time for each commissioner to visit each Chisago County district

Rick Greene - 2

1. Continual Road Improvements

Marlys Dunne - 3

1. Reduce our tax per capita
2. Improve Employee Relations
3. Support the 2023 Annual Report

Ben Montzka - 4

1. Board continues to operate respectfully

Dan Dahlberg - 5

1. Improve tax base
2. Create business development opportunities

Chisago County MINNESOTA

Chisago County Request For Board Action

Meeting Date: December 18, 2024	***Item Number:*** 28*****
Title of Item for Consideration: Authorization to Convey County's Interest in Isanti-Chisago Landfill Commission – Cambridge Transfer Station Property to East Central Solid Waste Commission	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Solid Waste Division
Previous Action on this Matter: The County Board signed the original Isanti-Chisago Landfill Commission (ICLC) Joint Powers Agreement on June 7, 1990. Isanti and Chisago Counties recently took action to reconstitute the ICLC, and to appoint two members each to the ICLC. On 11/16/24 the Chisago County Board appointed Solid Waste Administrator Thibodeau and Commissioner Greene as their designated members of the ICLC. The newly appointed members from each ICLC county have assembled on 11/20/24 to establish a formal meeting for 1:30pm December 11, 2024, at the Isanti County Courthouse.	
Background: The ICLC was basically replaced by the East Central Solid Waste Commission (ECSWC), also formed through a Joint-Powers Agreement (1988) among the 5-counties of Chisago, Isanti, Kanabec, Mille Lacs, and Pine. The ECSWC was formed to operate an integrated solid waste management disposal system for the larger 5-county area and consisted of a municipal solid waste landfill in Mora, and two transfer stations (one in Hinckley and the other in Cambridge - *at the old ICLC landfill site*). Records indicate that the ICLC historically leased a parcel of land to the ECSWC for $20,000 to place a garbage transfer station at what is now commonly referred to as the Cambridge Transfer Station. This ECSWC operated Cambridge Transfer Station is the main facility that all Chisago County waste travels through, on its way up to the landfill in Mora. The ECSWC recently bought land adjacent to the Transfer Station but when looking at remodeling / expanding the site, found that the original ICLC leased land was never transferred into the ECSWC's possession. This land ownership discrepancy has caused an issue with the MPCA re-	

permitting of the ECSWC Cambridge Transfer Station, as the landowner must sign the permit, and the ECSWC is not the landowner.

As such, the ECSWC asked Isanti and Chisago Counties to reconstitute the ICLC with the request of the ECSWC to transfer the Cambridge Transfer Station host property, from the ICLC to the ECSWC. ECSWC has also requested that the county boards of Chisago and Isanti counties authorize conveyance of any interest that each of them may hold in the Cambridge Transfer Station host property and counsel for the ECSWC has drafted and forwarded a proposed quit-claim deed which accompanies the authorizing resolution. The ECSWC has requested the transfer take place with nominal consideration as allowed pursuant to Minnesota Statute section 465.035.

The upcoming December 11, 2024, ICLC agenda will include consideration of the transfer of the 59-acre subject parcel of land hosting the Cambridge Transfer Station to the ECSWC. The Isanti County property records Parcel Report for the subject Parcel Number 05.001.0500 is attached for reference. Per the ICLC Joint Powers Agreement of 1990, the ICLC has the authority to sell and or convey real property as deemed conductive to the interests of the ICLC and the citizens of the two counties.

The County Attorney's Office recommends that the County Board authorize the conveyance by quit-claim deed and with nominal consideration. Authorization of the conveyance is necessary for the ICLC to winddown all of it affairs and allow for a full dissolution of ICLC. Once the ICLC Boards has authorized the conveyance of the legal interest of ICLC in the Cambridge Transfer Station property to ECSWC, the ICLC Board will have the formal dissolution of the ICLC as its sole and final business to take up. The county boards of Chisago County and Isanti County will be taking up dissolution resolutions after the transfer of the Cambridge Transfer station to ESCWC has been completed.

Attached to this RBA is a proposed Resolution to Convey Interest in the Cambridge Transfer Station Property. The proposed resolution is drafted with a provision that allows for Chisago County's execution of the quit-claim deed only after the ICLC Board and the Isanti County Board approve respective resolutions to authorize conveyance of their respective legal interest.

Attachment(s):

- Isanti County Parcel Report #05.001.0500.

- Map of Parcel #05.001.0500
- Isanti-Chisago Landfill Commission Quit-Claim-Deed for Parcel #05.001.0500
- Resolution to Convey Interest in ICLC parcel #05.001.0500 to the ECSWC
- ICLC Joint Powers Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt the attached Resolution, which gives Approval to the ICLC to convey the County's interest in the ICLC parcel #05.001.0500, to the ECSWC, if the ICLC Joint Powers Board is so inclined at their 12/11/24 meeting; and along with that Approval, the Chisago County Board of Commissioners will sign the Quit-Claim Deed transferring the property. The suggested motion is as follows:

"Move to Adopt the Resolution No. _____, authorizing transfer of the County's legal interest in the parcel #05.001.0500 to the East Central Solid Waste Commission by Quit-Claim Deed

Implications of Action: Approval to convey the 59 acre parcel that the ECSWC – Cambridge Garbage Transfer Station sits upon, from ownership of the ICLC to the ECSWC, will allow the East Central Solid Waste Commission, of which Chisago County is a member, to move forward in receiving it's MPCA Transfer Station re-permit, and also allow the ECSWC to move forward on an awarded MPCA Grant to improve and expand operations at the Transfer Station, all in order to carry out its Joint-Powers statutory based mission to properly managing waste in the 5-county region (Pine, Kanabec, Mille Lacs, Isanti and Chisago).

Budget/Financial Implications: This transfer will not cost Chisago County any monies.

Legal/Policy Implications: The County Attorney's Office has reviewed this request and has been instrumental in guiding ICLC business.

Administrator's Recommendation

Approve CCB _____	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

eCRV number: **N/A**

DEED TAX DUE: $**1.65** DATE: _____

FOR VALUABLE CONSIDERATION, **County of Isanti, a political subdivision under the laws of Minnesota, County of Chisago, a political subdivision under the laws of Minnesota, and Isanti Chisago Landfill Commission, a joint powers entity pursuant to M.S. 471.59** ("**Grantor**"), hereby conveys and quitclaims to **East Central Solid Waste Commission, a joint powers entity created under Minn. Stat. § 471.59 by the counties of Mille Lacs, Pine, Kanabec, Chisago and Isanti** ("**Grantee**"), real property in **Isanti** County, Minnesota, legally described as follows:

See Exhibit A attached hereto.

Total consideration for this transfer of real property is $3,000.00 or less.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: **[…]**.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Isanti

By: _____
Alan Duff
Its: **Chair of the County Board**

By: _____
Amanda Usher
Its: **County Administrator**

State of Minnesota, County of **Isanti**

This instrument was acknowledged before me on _____, by **Allan Duff** as **Chair of the County Board** and by **Amanda Usher** as **County Administrator** of the **County of Isanti, a political subdivision under the laws of Minnesota**.

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

Grantor

County of Chisago

By: _____
Rick Greene, Commissioner of the County Board
(Pursuant to Minn. Stat. sec. 375.18, Sub. 2 and
Its: **Chair of the County Board**

By: _____
Chase Burnham
Its: **County Administrator**

State of Minnesota, County of **Chisago**

This instrument was acknowledged before me on _____, by **Rick Greene**, **Commissioner of the County Board,** and by **Chase Burnham** as **County Administrator** of the **County of Chisago, a political subdivision under the laws of Minnesota**.

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

Grantor

Isanti Chisago Landfill Commission, a joint powers entity pursuant to M.S. 471.59

By: _____

_____

Its: **Chair**

By: _____

_____

Its: **Clerk**

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by _____ as **Chair** and by _____ as **Clerk** of **Isanti Chisago Landfill Commission, a joint powers entity pursuant to M.S. 471.59**.

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

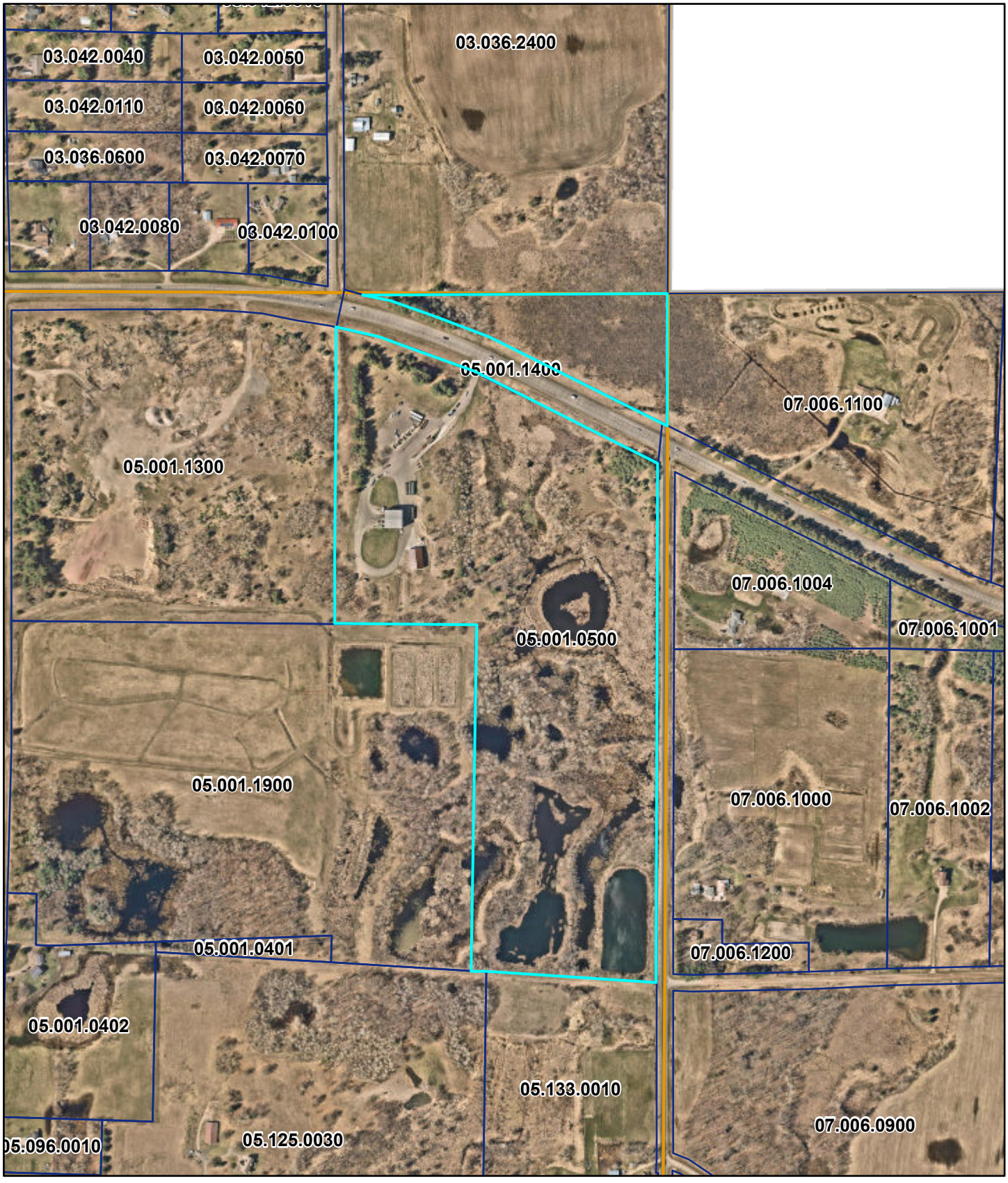
THIS INSTRUMENT WAS DRAFTED BY:
Grant W. Lindberg, #347644
Lindberg Law Office, P.A.
100 Buchanan St. N., Suite 2
Cambridge, MN 55008

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
East Central Solid Waste Commission
1756 180th Avenue
P.O. Box 29
Mora, MN 55051

EXHIBIT A

The East Half of the Northeast Quarter (E ½ of NE ¼) of Section One (1), Township Thirty-five (35), Range Twenty-three (23), Isanti County, Minnesota, EXCEPTING THEREFROM that part of the Northeast Quarter of the Northeast Quarter (NE ¼ of NE ¼) and also that part of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼), all in Section One (1), Township Thirty-five (35), Range Twenty-three (23), described as follows: Beginning at the northwest corner of said SE ¼ of NE ¼; thence northerly along the west line of said NE ¼ of NE ¼ a distance of 72.05 feet; thence easterly, parallel with the south line of said SE ¼ of NE ¼, a distance of 700.00 feet; thence southerly, parallel with the west line of said NE ¼ of NE ¼ and the west line of said SE ¼ of NE ¼, a distance of 1389.67 feet, more or less, to the south line of said SE ¼ of NE ¼; thence westerly along said south line a distance of 700.00 feet, more or less, to the southwest corner of said SE ¼ of NE ¼; thence northerly along the west line of said SE ¼ of NE ¼ to said point of beginning.

Isanti County Parcel Map



11/18/2024, 12:45:25 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

- Tax Parcels
- PLSS Sections
- Geopolitical Areas - City / Township / Unorganized Territory
- Geopolitical Areas - County

Isanti County GIS

ArcGIS Web AppBuilder

DISCLAIMER: Isanti County, MN., and Pro-West and Associates, Inc., makes no representation or warranties, express or implied, with respect to the use or reuse of the data provided herewith,

Parcel Report

Parcel Number: 05.001.0500

Summary

Property Address:	4914 HIGHWAY 95 NE CAMBRIDGE, MN 55008
Sec/Twp/Rng:	01/035/023
Brief Tax Description:	E/2 OF NE/4 FCT LESS W 700' OF S 1389'
Area:	59.04 Acres
Use Code:	5E-Exempt Properties
Tax Authority Group:	ISANTI TWP/911
Neighborhood:	5.07 - COMM 05

Ownership

Primary Owner	Alternate Taxpayer	Fee Owner
ISANTI/CHISAGO LANDFILL COMM 555 18TH AVE SW CAMBRIDGE MN 55008		

Valuation

	2022 Values	2021 Values	2020 Values	2019 Values
EMV Improvement	$299,300	$277,200		$234,300
EMV Land	$203,200	$177,100		$177,100
EMV Machine	$0	$0		$0
EMV (Estimated Market Value) Total	$502,500	$454,300		$411,400
Green Acres Value	$0	$0		$0

Taxation

	2024 Payable	2023 Payable	2022 Payable	2021 Payable	2020 Payable	2019 Payable
Estimated Market Value		$502,500	$454,300		$411,400	$411,400
Taxable Market Value		$0	$0		$0	$0

Parcel Report

Parcel Number: 05.001.0500

	Net Tax Amount	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
+	Special Assessments	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
=	Total Taxes Due	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
+	Penalty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
+	Interest	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
+	Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
-	Amount Paid	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
=	Outstanding Balance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Taxes Paid

Tax Year	Receipt	Payment Date	Tax Amount	Special Assessment	Penalty	Interest	Fees	Total Payment

Chisago County Request for Board Action

Meeting Date: September 18, 2024	***Item Number:*** 29*****
Title of Item for Consideration: FINAL Contract Payments for CP 13-MP-24, 2024 Pavement Maintenance Project	
Action Requested by: Joe Triplett, P.E.	***Department:*** Chisago County Public Works
Previous Action on this Matter: Projects have been previously approved and awarded.	
Background: The final contract payment amount for the 2024 Pavement Maintenance Project is $38,026.87. The revised contract amount was $1,828,572,.54 and the total work certified amount was $1,789,822.96. ***Attachment(s)***: • Final Contract Voucher – 2024 Pavement Maintenance Project (*available upon request*)	
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract payment for the 2024 Pavement Maintenance Project. The following motion is suggested: ***"Move to approve the final payment for the 2024 Pavement Maintenance Project."***	
Implications of Action: Board approval at tonight's meeting will allow the Public Works department to complete the project. ***Budget/Financial Implications:*** None. ***Legal/Policy Implications:*** The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator's Recommendation	

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

Chisago County Request for Board Action

Meeting Date: December 18, 2024	***Item Number:*** 30*****
Title of Item for Consideration: Schedule Public Hearing – January 7th – Adopting 2025 Fee Schedule	
Action Requested by: Board of Commissioners	***Department:*** Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners is asked to establish or reestablish the County Fee Schedule.	

Background: Pursuant to Minnesota Statutes, Chapter 373.41, a county may charge fees for documents or services provided. Unless statute specifies the amount of a fee, a county may establish the amounts of fees after a public hearing. There must be a reasonable relation between the fee and the cost of providing the service.

The proposed fee schedule is an official control for Chisago County and is kept in the Chisago County Auditor's Office.

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners schedule a public hearing to adopt the 2025 Chisago County Fee Schedule for January 7th at _____ a.m. The following motion is suggested:

"Move to schedule a public hearing to adopt the 2025 Chisago County Fee Schedule for January 7th at _____ a.m."

Implications of Action: By setting a public hearing, the County can establish the 2025 Chisago County Fee Schedule.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CEB	Deny _____	Other _____

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

Chisago County Government Center

Front Door Court Security

Prohibited Items Confiscations	2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Prohibited Items Confiscated
Sharp objects		38	35	31	47	67	50	75	53	59	205	109	0	769
Guns, Firearms, Magazines		1	0	0	0	1	0	0	0	1	2	2	0	7
Martial arts and self-defense items		1	0	1	0	0	1	0	0	0	4	2	0	9
Tools & Sporting goods		1	10	1	11	14	7	5	8	13	41	15	0	126
Chemicals and other Dangerous Items		3	2	3	2	2	1	4	1	3	9	2	0	32
Total Prohibited Items Confiscated		44	47	36	60	84	59	84	62	76	261	130	0	943
Bag count	0	1,567	1,751	1523	1873	1897	1562	1887	1685	2080	7017	3808	0	26,650

Services Rendered	2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Services Rendered
Disturptive/Suspicious Persons Calls		0	0	1	0	2	0	2	1	1	2	0	0	9
Medical Assists		0	0	0	0	0	0	0	0	0	1	0	0	1
Officer/Deputy/Probation/911 Assist		7	3	3	4	5	8	2	4	1	7	1	0	45
Emotional Disturbed Persons		0	0	0	0	0	0	1	0	0	0	0	0	1
Handicap/Elderly Assists		0	1	0	3	0	2	0	0	3	7	5	0	21
Escorts to Motor Vehicle		0	0	0	0	0	0	0	0	0	1	0	0	1
Child Protection Referral		0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Lot/Building Sec. Checks		39	25	21	28	34	22	17	20	20	20	18	0	264
Door and Fire Alarms		2	5	1	0	0	0	0	1	3	4	6	0	22
Misc. Services Rendered		1	2	4	0	0	1	0	1	1	1	0	0	11
Total Services Rendered		49	36	30	35	41	33	22	27	29	43	30	0	364

CORR.

Equipment Malfunctions	1	3	4	9	16	29	23	12	0	0	0	0
Lost and Found	0	0	0	0	0	0	0	0	1	0	0	0

CELEBRATE WITH US!

One Year of Connections







East Central Energy is celebrating one year of members connected to ECE Fiber internet! Please join us on January 17 for a brief presentation and social gathering.

01 | 17 | 25

10 a.m.

412 Main Ave N
Braham, MN 55006

RSVP by Friday, January 10 to Hannah Halldorson at hannah.halldorson@ecemn.com.

CORR.

MICA MINNESOTA INTER-COUNTY ASSOCIATION

On behalf of the Minnesota Inter-County Association (MICA) we invite you to attend and participate in our Annual Legislative Forum and Dinner

Hosted by Scott County
Thursday, January 30, 2025 at The Wilds Golf Club in Prior Lake

2:00 Welcome
2:10-3:00 Policy Discussion #1 - TBA
3:00-3:45 Policy Discussion #2 - TBA
3:45-4:00 break
4:00-4:20 Review of MICA 2025 Legislative Platform
4:20-4:30 break
4:30-5:30 Legislator Panel
5:45-6:45 Social Hour (appetizers and cash bar)
7:00-8:00 Dinner and Guest Speaker

Please RSVP by January 16 using the form on the MICA website www.MICA.org under "Legislative and Policy"

The cost for the event is $85 per person. Invoices will be sent.
(No cancellations after January 16, only substitutions.)

If you have questions or any issues using the RSVP form, please contact us at MICAadmin@mica.org