Chisago County
MINNESOTA
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, June 14, 2023

3:00 PM • Boardroom

Chisago County Government Center, 313 N. Main St., Center City, MN 55012

PROPOSED AGENDA

I. Current Year-to-Date Financial Update
   A. Operating Budget Activity (P&L)
   B. Cash Flow Considerations (CF)
   C. Monthly-to-Annual Payroll Assessment
   D. Local Option Sales Tax and Wheelage Tax Update

II. Larkin Hoffman Service Contract – State and Federal Services

III. 2023 and 2024– 2028 Transportation Improvement Plan (TIP)

IV. National Center for Public Lands Counties (NACO)

V. Electric Vehicle/Charging Station Discussion

VI. ARPA Funds – Center City Generator Replacement

VII. ARPA Funds – School Security Grant Update

VIII. Other B/F Items

Upcoming Events/Meetings

- **Thursday, June 15th, 2023 at 3:00 p.m. – US Highway 8 Thank You Event**
  - Lord of the Lakes Lutheran Church, 25402 Itasca Ave. N., Forest Lake, MN 55025
- **Friday, June 23rd, 2023 at 10:00 a.m. – HHW Recycling Yard Grand Opening**
  - HHW Facility, 39649 Grand Ave, North Branch, MN 55056
- **Tuesday, June 27th, 2023 at 5:00 p.m. – St. Croix River Workshops on the Water**
  - Aboard the Taylor's Falls Princess (Boat), 220 South St., Taylors Falls, MN 55084
- **Thursday, June 29th, 2023 at 6:30 p.m. – Chisago County Cooperative Initiative / Economic Growth Event**
  - Chisago Lake Township Hall, 12400 316th St., Lindstrom MN 55045

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 05/31/2023
42% OF YEAR COMPLETE

TAB I.

	2023 Budget As Amended	As of 05/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	161,200	84,571	52%	MICA dues paid in Feb
District Court	212,500	73,017	34%	
Law Library (Restricted)	161,092	19,481	12%	
County Administrator	71,800	28,560	40%	Misc dues paid in Feb
Auditor-Treasurer	28,110	10,090	36%	
Audit	100,000	12,768	13%	
Assessor	39,400	14,738	37%	
Enterprise Services	3,875,679	1,601,951	41%	Annual license fees paid in Jan/Feb
Central Services	113,589	43,464	38%	
Elections	202,725	36,792	18%	
County Attorney	71,450	38,970	55%	Misc dues paid in Feb
County Attorney Forfeiture (Restricted)	29,417	-	0%	
Recorder	16,950	7,724	46%	1st Half Title Examiner Fees
Recorder Compliance/Technology (Restricted)	2,270,318	32,907	1%	
Maintenance	1,005,378	376,883	37%	
Planning & Zoning	261,500	64,299	25%	
General Government	2,489,563	2,841,492	114%	Longevity Bonuses Worker's Comp/General Ins pymts HRA-EDA Loan
Contingency	109,747	-	0%	
Sheriff	1,001,663	437,691	44%	AXON annual pymt paid in Jan Misc dues paid in Feb
Sheriff Forfeitures (Restricted)	35,320	17,764	50%	
Boat & Water (Restricted)	-	-		
Sheriff's Reserve (Restricted)	10,903	3,888	36%	
Snowmobile Safety (Restricted)	-	-		
Sheriff's Contingency (Restricted)	4,828	-	0%	
Gun Permits (Restricted)	181,846	12,878	7%	
Project Lifesaver (Restricted)	5,121	-	0%	
Public Safety Grants (Restricted)	114,453	90,078	79%	
Coroner	153,159	69,345	45%	1st Half Fees
County Jail	742,150	230,632	31%	
Jail Canteen (Restricted)	136,391	39,382	29%	
Probation & Parole	138,106	67,447	49%	1st Half Sentence to Serve Fees
Emergency Management	44,580	31,125	70%	2023 CODERED Svc Fee
E-911 (Restricted)	371,715	-	0%	
Controlled Substances - Share of Fines (Restricted)	3,730	-	0%	
Historical Society	35,210	15,105	43%	1st Half Allocation
Regional Library	748,331	374,165	50%	1st Half Allocation
Parks	131,000	26,217	20%	
County Agricultural Society	16,000	8,000	50%	1st Half Allocation
County Extension Services	138,700	41,632	30%	
Soil & Water	150,000	75,000	50%	1st Half Allocation
Water Quality Grant (Restricted)	359,089	3,349	1%	
Sewer Grants (Restricted)	43,344	500	1%	
Wetland Grant (Restricted)	5,000	5,000	100%	
Watercraft Inspection (Restricted)	141,731	2,756	2%	
Economic Development	70,000	-	0%	
TOTAL GENERAL FUND	***$ 16,002,788***	***$ 6,839,661***	***43%***	
SELF INSURANCE FUND				
Other General Government	300,000	-	0%	
TOTAL SELF INSURANCE FUND	***$ 300,000***	***$ -***	***0%***	
ROAD AND BRIDGE FUND				
Surveyor	8,050	14,615	182%	
Highway Administration	38,500	12,288	32%	
Highway Engineering	2,646,450	430,026	16%	
Highway Construction	9,500,000	875,233	9%	
Highway Maintenance	2,739,300	770,210	28%	
Equipment Maintenance/Shop	898,700	512,273	57%	Equipment repairs; Gas and Oil Vehicle purchase has matching revenue
Traffic Operations	391,500	15,074	4%	

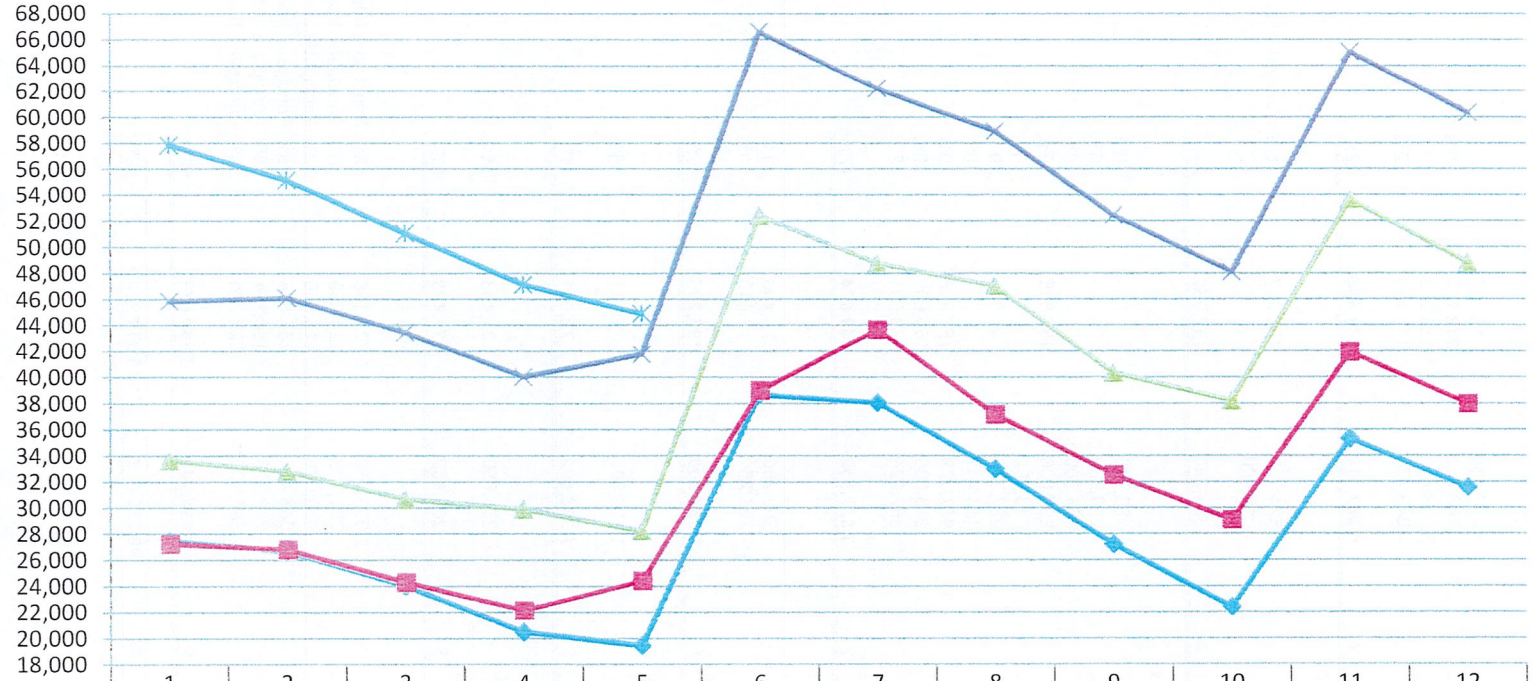
OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 05/31/2023
42% OF YEAR COMPLETE

	2023 Budget As Amended	As of 05/31/2023	% of Budget	Notes
TOTAL ROAD AND BRIDGE FUND	*$ 16,222,500*	*$ 2,629,719*	*16%*	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 05/31/2023
42% OF YEAR COMPLETE

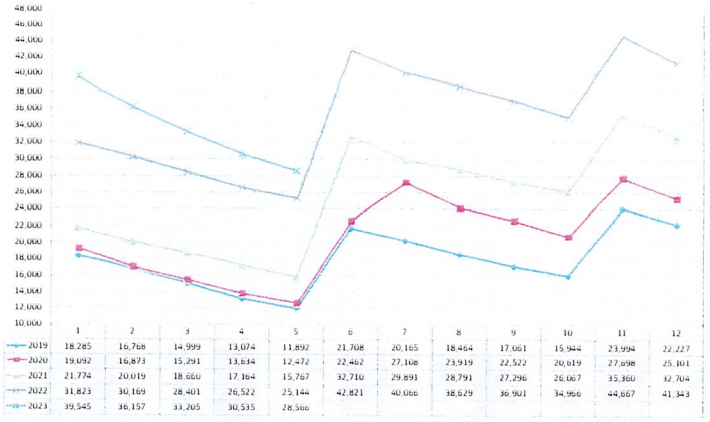
	2023 Budget As Amended	As of 05/31/2023	% of Budget	Notes
HEALTH AND HUMAN SERVICES				
Veterans Service	37,150	13,789	37%	
Income Maintenance	768,800	343,723	45%	
Social Services	3,918,493	1,163,883	30%	
Public Health Nursing	343,470	110,489	32%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 5,067,913***	***$ 1,631,884***	***32%***	
BUILDING FUND				
General Government	524,750	132,262	25%	Honeywell lease payment
Score Grant Fund	17,000	-	0%	
TOTAL BUILDING FUND	***$ 541,750***	***$ 132,262***	***24%***	
CAPITAL EQUIPMENT FUND				
Administration	33,740	-	0%	
Armer Radio - Replacement Fund	230,930	-	0%	
Auditor-Treasurer *(Elections)*	164,500		0%	
Enterprise Servcies	993,036	187,516	19%	
HHS	80,000		0%	
Maintenance	227,772	44,849	20%	
Other General Government *(Unallocated)*	154,441		0%	
Sheriff	627,179	182,938	29%	
Highway	968,530	189,900	20%	
Parks	357,824	43,691	12%	
TOTAL CAPITAL EQUIPMENT FUND	***$ 3,837,952***	***$ 648,894***	***17%***	
SOLID WASTE FUND				
Score Grant Fund	263,250	28,456	11%	
HHW Operations	721,250	72,840	10%	
TOTAL SOLID WASTE FUND	***$ 984,500***	***$ 101,296***	***10%***	
PARK ACQUISITION & IMPROVEMENT FUND				
Parks	1,396,802	72,941	5%	
TOTAL PARK ACQ & IMPV FUND	***$ 1,396,802***	***$ 72,941***	***5%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	206,650	31,488	15%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 206,650***	***$ 31,488***	***15%***	
DEBT SERVICE FUND				
Road Debt	2,009,910	1,721,156	86%	Principal + Interest
HHS Debt	261,765	224,609	86%	Principal + Interest
Library Debt	469,088	415,560	89%	Principal + Interest
Jail Debt	1,048,465	787,884	75%	Principal + Interest
Business Park Bonds	241,815	188,104	78%	Principal + Interest
Capital Projects	667,199	522,760	78%	Principal + Interest
TOTAL DEBT SERVICE FUND	***$ 4,698,242***	***$ 3,860,073***	***82%***	
TOTAL ALL FUNDS	***$ 49,259,097***	***$ 15,948,218***	***32%***	

Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2019-2023



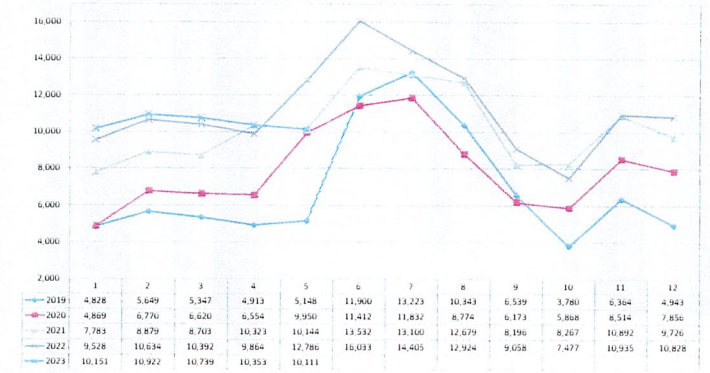
	1	2	3	4	5	6	7	8	9	10	11	12
2019	27,411	26,615	24,030	20,479	19,428	38,669	38,040	32,978	27,162	22,394	35,294	31,582
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900	28,211	52,436	48,767	47,036	40,338	38,222	53,683	48,855
2022	45,863	46,089	43,418	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							

General Fund: Cash Fund Balance by Month 2019-2023



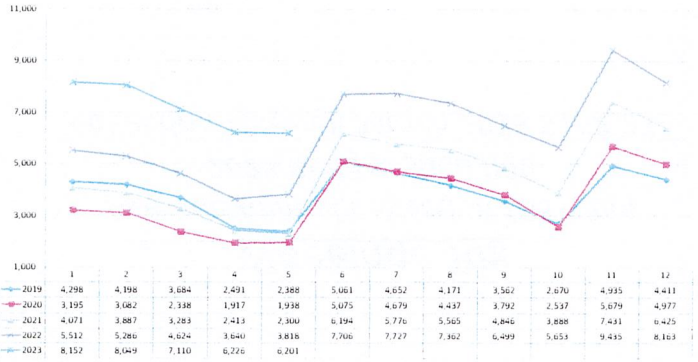
	1	2	3	4	5	6	7	8	9	10	11	12
2019	18,285	16,768	14,999	13,074	11,892	21,708	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	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							

Road & Bridge Fund Balance by Month 2019-2023



	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,828	5,649	5,347	4,913	5,148	11,900	13,223	10,343	6,539	3,780	6,364	4,943
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	13,160	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							

Health & Human Services: Cash Fund Balance by Month 2019-2023



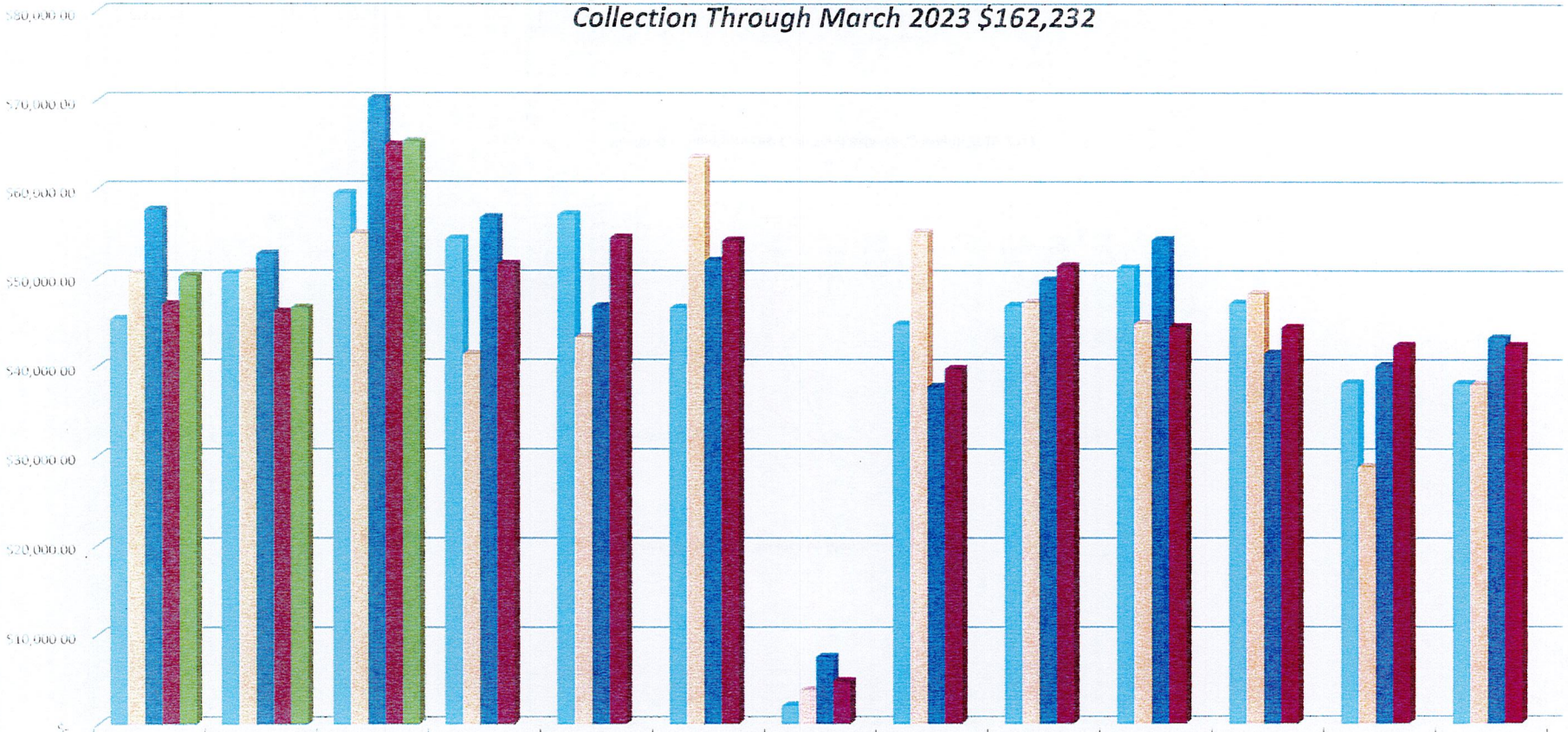
	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653	9,435	8,163
2023	8,152	8,049	7,110	6,226	6,201							

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through March 2023 $162,232



	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$63,508.19	$3,796.36	$55,127.16	$47,193.47	$44,838.16	$48,168.82	$28,795.38	$37,983.69
2021	$57,675.88	$52,708.33	$70,214.38	$56,833.00	$46,820.71	$51,916.89	$7,560.47	$37,755.23	$49,732.78	$54,316.23	$41,540.05	$40,106.74	$43,298.19
2022	$46,984.14	$46,175.17	$64,940.55	$51,523.73	$54,524.84	$54,193.75	$4,820.30	$39,766.40	$51,328.18	$44,461.49	$44,395.41	$42,404.86	$42,375.86
2023	$50,213.73	$46,656.30	$65,361.61										

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 05/31/2023
42% OF YEAR COMPLETE

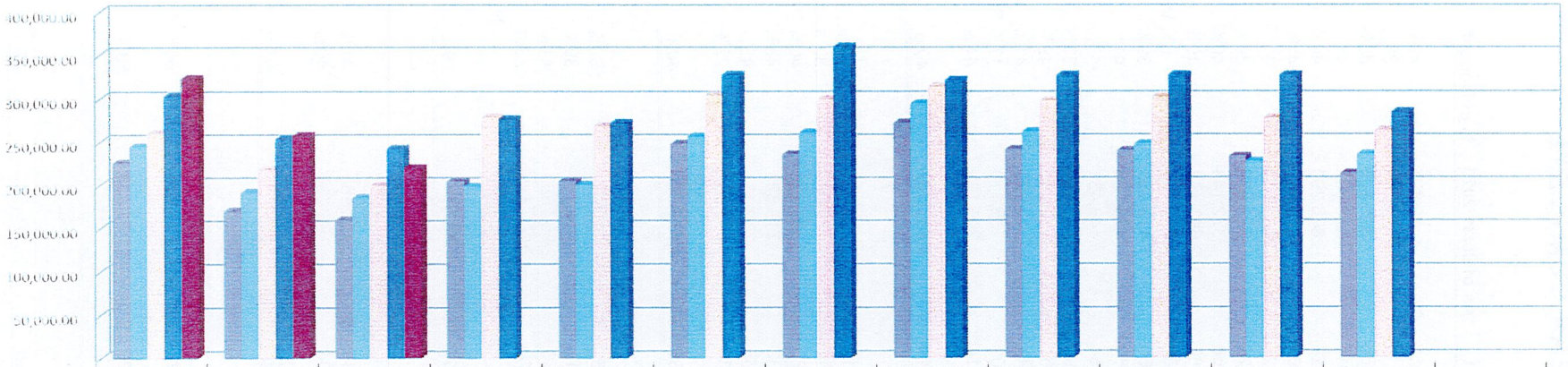
	2023 Budget	As of 05/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	$ 224,952	$ 89,495	40%	
County Administrator	710,811	272,744	38%	
Auditor-Treasurer	755,366	305,875	40%	
Assessor	890,015	368,807	41%	
Enterprise Services	1,995,626	806,290	40%	
County Attorney	2,147,207	875,907	41%	
Recorder	394,525	160,114	41%	
Maintenance	609,626	229,929	38%	
Planning & Zoning	930,468	372,143	40%	
Sheriff	6,798,558	2,693,448	40%	
Public Safety Grants	21,180	-	0%	Wages transferred at year end
County Jail	3,684,060	1,419,883	39%	
Probation & Parole	1,128,769	459,128	41%	
Emergency Management	112,864	48,431	43%	
Parks	379,994	123,787	33%	
Water Quality Grant	105,931	52,148	49%	
Wetland Grant	105,443	42,823	41%	
Watercraft Inspection	212,401	35,110	17%	Seasonal
Non-Levy Departments	669,214	295,125	44%	
TOTAL GENERAL FUND	***$ 21,877,010***	***$ 8,651,187***	***40%***	
ROAD AND BRIDGE FUND				
Surveyor	$ 156,712	$ 62,601	40%	
Highway Administration	360,716	139,030	39%	
Highway Engineering	997,380	397,226	40%	
Highway Maintenance	1,679,032	719,393	43%	
Equipment Maintenance/Shop	485,665	208,433	43%	
Traffic Operations	212,630	47,837	22%	
TOTAL ROAD AND BRIDGE FUND	***$ 3,892,135***	***$ 1,574,520***	***40%***	
HEALTH AND HUMAN SERVICES				
Veterans Service	$ 249,951	$ 80,611	32%	
Income Maintenance	2,970,611	1,144,305	39%	
Social Services	6,644,566	2,692,689	41%	
Public Health Nursing	1,766,878	666,428	38%	
Opioid Settlement	-	3,508		Has offsetting Revenue
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,632,006***	***$ 4,587,541***	***39%***	
SOLID WASTE FUND				
Score Grant Fund	$ 55,045	$ 22,568	41%	
HHW Operations	159,004	63,786	40%	
TOTAL SOLID WASTE FUND	***$ 214,049***	***$ 86,354***	***40%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	$ 141,520	$ 71,036	50%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 141,520***	***$ 71,036***	***50%***	
TOTAL ALL FUNDS	***$ 37,756,720***	***$ 14,970,638***	***40%***	

Sales Tax - By Month

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through March 2023 $800,668



	January	February	March	April	May	June	July	August	September	October	November	December
2019	226,169.98	169,393.34	159,101.39	204,286.41	204,569.35	247,948.11	235,535.00	272,109.23	241,194.99	240,048.97	233,020.64	213,197.33
2020	244,822.69	191,388.15	185,240.25	197,581.84	199,802.27	256,119.85	260,845.66	294,224.99	262,009.72	247,842.61	226,771.81	235,295.92
2021	260,106.74	217,561.62	199,107.90	278,069.85	268,126.90	303,945.22	299,222.82	314,042.03	297,541.95	301,996.51	277,139.04	263,063.00
2022	303,035.44	253,275.28	242,386.41	276,025.44	271,845.87	327,383.41	359,757.77	321,598.37	326,999.59	327,346.98	327,169.00	284,561.00
2023	323,437.59	257,402.98	219,827.41									

2023 Capital Improvement Plan
Budget to Actual
As of MAY 31, 2023

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
County Codification Services	N/A	CARRYOVER	15,000	-	15,000
Office Remodel - Veteran's Services	ADM-0198	CARRYOVER	10,000	-	10,000
NB Library - Office blinds replacement	2023 ADD	UNALLOCATED	3,240	-	3,240
Management Training	2023 ADD	UNALLOCATED	5,500		5,500
Total Carryover from 2022			**33,740**	**-**	**33,740**
Total			**$ 33,740**	**$ -**	**$ 33,740**

AUDITOR TREASURER (ELECTIONS)

Description	Project #	Source	Budget	Actual	Remaining
Election Pollbook Replacement	AUD-0138	CARRYOVER	21,000	-	21,000
Election Equipment Replacement Fund	AUD-0137	CARRYOVER	59,000	-	59,000
Total Carryover from 2022			**80,000**	**-**	**80,000**
Election Equipment Replacement Fund	AUD-0137	2023 CIP BUDGET	59,000	-	59,000
Electronic Pollbook Replacement	AUD-0138	2023 CIP BUDGET	21,000	-	21,000
Election Results - Storage Media	AUD-0139	2023 CIP BUDGET	4,500	-	4,500
Total 2023 CIP Budget			**84,500**	**-**	**84,500**
Grand Total			**$ 164,500**	**$ -**	**$ 164,500**

FACILITY MAINTENANCE

Description	Project #	Source	Budget	Actual	Remaining
Exterior Door Badge Access at PSC	MNT-0267	CARRYOVER	5,500	-	5,500
Fence Around Generator at PSC	MNT-0267	CARRYOVER	12,000	-	12,000
Parking Gate/Fence at PSC	MNT-0267	CARRYOVER	50,000	-	50,000
Cameras at PSC	ENTS-0184	CARRYOVER	37,272	(35,528)	1,744
Total Carryover from 2022			**104,772**	**(35,528)**	**69,244**
Repair Courthouse lots	MNT-0055	2023 CIP BUDGET	5,000	-	5,000
Replace water heater at the Courthouse	MNT-0061	2023 CIP BUDGET	7,500	-	7,500
Replacement APC Automatic Transfer Switches	MNT-0094	2023 CIP BUDGET	9,500	(9,322)	178
Better Hallway Signage on 3rd floor	MNT-0219	2023 CIP BUDGET	1,000	-	1,000
Fencing and Parking Gate at PSC	MNT-0267	2023 CIP BUDGET	100,000	-	100,000
Total 2023 CIP Budget			**123,000**	**(9,322)**	**113,678**
Grand Total			**$ 227,772**	**$ (44,850)**	**$ 182,922**

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	N/A	REVENUE	130,014	41,069	171,083
Total Revenue			**130,014**	**41,069**	**171,083**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	2023 CIP BUDGET	372,926	(91,509)	281,417
Reserve Deputy Ballistic Vests	CCSO-0225	2023 CIP BUDGET	9,200	(8,213)	987
40LMTS Single Shot Less Lethal	CCSO-0235	2023 CIP BUDGET	46,750	(17,957)	28,793
Agency Handgun Program	CCSO-0237	2023 CIP BUDGET	24,500	(24,300)	200
Jail Transport Vehicle	CCSO-0238	2023 CIP BUDGET	43,789	(40,959)	2,830
Total 2023 CIP Budget			**497,165**	**(182,938)**	**314,227**
Grand Total			**$ 627,179**	**$ (141,869)**	**$ 485,310**

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Skid Steer Trailer	PWKS-0166	CARRYOVER	19,776	-	19,776
Lowboy Trailer	PWKS-0165	CARRYOVER	38,118	(38,118)	-
1-Ton Work Truck	PWKS-0168	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	PWKS-0206	CARRYOVER	76,563	-	76,563
Sign Truck	PWKS-0081	CARRYOVER	220,000	(77,782)	142,218
Hydrant Replacement	N/A	CARRYOVER	10,073	-	10,073
Total Carryover from 2022			**424,530**	**(115,900)**	**308,630**
Tandem Snow Plow Truck	PWKS-0171	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	PWKS-0172	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	PWKS-0209	2023 CIP BUDGET	80,000	-	80,000
Survey Equipment	PWKS-0227	2023 CIP BUDGET	74,000	(74,000)	-
Fuel Island Repairs	PWKS-0233	2023 CIP BUDGET	50,000	-	50,000
Total 2023 CIP Budget			**544,000**	**(74,000)**	**470,000**
Grand Total			**$ 968,530**	**$ (189,900)**	**$ 778,630**

2023 Capital Improvement Plan
Budget to Actual
As of MAY 31, 2023

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Swedish Immigrant Trail Erosion Control Measures	ENVS-0105	CARRYOVER	7,500	-	7,500
Security Lighting & Electrical Services	ENVS-0108	CARRYOVER	500	-	500
Fish Lake Park Plan/Design Services	ENVS-0111	CARRYOVER	20,804	(21,279)	(475)
Sunrise Prairie Trail - 15% Match	N/A	CARRYOVER	209,520	-	209,520
Total Carryover from 2022			**238,324**	**(21,279)**	**217,045**
Ki-Chi-Saga Playground Swing	ENVS-0114	2023 CIP BUDGET	15,000	-	15,000
Parking Lot Gravel & Grading Frandsen/Checkerboard Parks	ENVS-0115	2023 CIP BUDGET	25,000	-	25,000
Swedish Immigrant Regional Trail Pavement Repair	ENVS-0116	2023 CIP BUDGET	15,000	-	15,000
Parks 1998 Tractor Trailer Replacement	ENVS-0118	2023 CIP BUDGET	15,000	(12,709)	2,291
Parks 2001 Trailer Replacement	ENVS-0119	2023 CIP BUDGET	9,500	(3,104)	6,396
Parks Maintenance Facility Well	ENVS-0239	2023 CIP BUDGET	15,000	(6,600)	8,400
Sunrise Prairie Regional Trail-Subgrade Correction and Paving	ENVS-0241	2023 CIP BUDGET	25,000	-	25,000
Total 2023 CIP Budget			**119,500**	**(22,413)**	**97,088**
Grand Total			**$ 357,824**	**(43,691)**	**$ 314,133**

TECHNOLOGY

Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	N/A	CARRYOVER	37,800	-	37,800
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO	ENTS-017	CARRYOVER	4,600	-	4,600
Replace 6 high volume scanners for HHS	ENTS-030	CARRYOVER	6,000	-	6,000
Upgrade of Keysecure Data Encryption Equipment	ENTS-095	CARRYOVER	17,250	(17,250)	-
Relocate the Wyoming Emergency Paging Tower	ENTS-083	CARRYOVER	100,000	-	100,000
Total Carryover from 2022			**165,650**	**(17,250)**	**148,400**
Replacement of 20 MDC's/Laptops for Sheriff's Office due to age 1/2 were done in 2022	ENTS-0028	2023 CIP BUDGET	32,500	(31,800)	700
5 replacement laptops for HHS	ENTS-0031	2023 CIP BUDGET	6,175	-	6,175
MCC 7500E Laptop Consoles (2)	ENTS-0088	2023 CIP BUDGET	165,000	-	165,000
Replace Printer for County Administration	ENTS-0096	2023 CIP BUDGET	500	-	500
Replace Fujitsu Scanner in Treasurer's Office	ENTS-0098	2023 CIP BUDGET	985	-	985
Replace network cores at ECC, No parts available	ENTS-0099	2023 CIP BUDGET	515,926	(133,475)	382,451
Replace network switches that support end user devices	ENTS-0103	2023 CIP BUDGET	60,000	-	60,000
Social Media and Texting archive solution	ENTS-0179	2023 CIP BUDGET	7,200	(4,990)	2,210
Replace 3 PC's in Attorney's Office	ENTS-0243	2023 CIP BUDGET	3,300	-	3,300
Replace 6 laptops for County Attorney Office	ENTS-0244	2023 CIP BUDGET	8,700	-	8,700
Replace laptop for Assessor's Department	ENTS-0245	2023 CIP BUDGET	1,450	-	1,450
Replace laptop in Auditor's Department	ENTS-0246	2023 CIP BUDGET	1,450	-	1,450
Replace 2 laptops in Probation due to age	ENTS-0248	2023 CIP BUDGET	2,900	-	2,900
Replace 4 PC's in ECC / 911 Center due to age	ENTS-0250	2023 CIP BUDGET	4,400	-	4,400
Replace 2 PC's in HHS due to age	ENTS-0251	2023 CIP BUDGET	2,200	-	2,200
Replace 3 Desktop PC's in the Jail due to age	ENTS-0254	2023 CIP BUDGET	3,300	-	3,300
Replace "all in one" printer for Sheriff's Office due to age	ENTS-0255	2023 CIP BUDGET	750	-	750
Replace 6 Desktop PC's in Sheriff's Office due to age	ENTS-0256	2023 CIP BUDGET	6,600	-	6,600
Replace 1 printer due to age in Zoning	ENTS-0259	2023 CIP BUDGET	850	-	850
Add 1 WDA / Laptop to Probation *May need added software licenses for Pro Phoenix	PBTN-0249	2023 CIP BUDGET	3,200		3,200
Total 2023 CIP Budget			**827,386**	**(170,265)**	**657,121**
Grand Total			**$ 993,036**	**$ (187,515)**	**$ 805,521**

HHS

Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	HHS-0195	2023 CIP BUDGET	40,000		40,000
HHS Interview Rooms	HHS-0196	2023 CIP BUDGET	40,000		40,000
Total			**$ 80,000**	**$ -**	**$ 80,000**

UNALLOCATED

Description		Source	Budget	Actual	Remaining
2023 Unallocated CIP Funds		2023 CIP BUDGET	163,181		
NB Library - Office blinds replacement	Allocated at 2/8/23 meeting	TO ADMIN	(3,240)		
Management Training	Allocated at 2/8/23 meeting	TO ADMIN	(5,500)		
Total			**$ 154,441**	**$ -**	**$ 154,441**

ARMER		$ 230,930	-	$ 230,930
TOTAL ALL DEPARTMENTS		**$ 3,837,952**	**$ (648,894)**	**$ 3,189,058**

ARPA Expenses
Budget to Actual
As of May 31, 2023

ADMINISTRATION

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	$ 800,000	$ (44,455)	$ (13,163)	$ 742,382
ARPA-0335 ADM	Broadband	2,045,000	(79,960)	(206,726)	1,758,314
ARPA-0336 ADM	School Grants - Vocational Programs	500,000	(500,000)	-	-
ARPA-0341 ADM	School Grants - Open Use	100,000	(100,000)	-	-
ARPA-0345 ADM	IT Assessment	35,000	(36,944)	-	(1,944)
ARPA-0349 ADM	Employee Engagement Survey	9,300	(8,660)	-	640
ARPA-0354 ADM	ARPA Advisory Consultant	1,775	(1,775)	-	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	-	100,000
2023 ADD	Administration Fee	305,546	-		305,546
		$ 3,896,621	**$ (771,794)**	**$ (219,889)**	**$ 2,904,938**

ATTORNEY

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0339 ATT	Children's Services Collaborative	$ 118,298	$ (118,298)	$ -	$ -
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(5,575)	(4,100)	98,343
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(5,755)	30,068
		$ 277,784	**$ (139,518)**	**$ (9,855)**	**$ 128,411**

AUDITOR-TREASURER

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	$ 250,000	$ -	$ -	$ 250,000
ARPA-0347 AUD	Single Use Audit - ARPA Funds	20,000	-	-	20,000
		$ 270,000	**$ -**	**$ -**	**$ 270,000**

EMERGENCY MANAGEMENT

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ -**	**$ -**	**$ 60,000**

ENTERPRISE SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	$ 75,000	$ -	$ -	$ 75,000
ARPA-0092 ENTS	Cisco USC Interconnects / Chassis	229,032	-	(229,032)	-
ARPA-0093 ENTS	Upgrade Backup Exec Tape Library	75,000	-	(70,641)	4,359
ARPA-0101 ENTS	Upgrade data center fabric network switches at the ECC data center	75,000	-	(75,000)	-
ARPA-0102 ENTS	Upgrade data center fabric network switches at the Courthouse data cen	75,000	-	(75,000)	-
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	65,000	-	(61,529)	3,471
ARPA-0202 ENTS	Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects	53,400	-	(53,400)	-
ARPA-0352 ENTS	2 Laptops - U of MN Extension	4,200	(2,937)	-	1,263
ARPA-0355 ENTS	Laptop - HHS	1,620	(1,620)	-	-
ARPA-0086 ENTS	*ARPA ARMER* Broadband PTT Solution (ARMER Radio to Smartphone)	15,000	-	(13,238)	1,762
ARPA-0087 ENTS	*ARPA ARMER* Increase microwave bandwidth to Nessel ARMER site	1,700	-	-	1,700
ARPA-0261 ENTS	*ARPA ARMER* Upgrade of ARMER Microwave backhaul system- this is a	800,000	-	-	800,000
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	-	(82,871)	2,000,429
		$ 3,553,252	**$ (4,557)**	**$ (660,710)**	**$ 2,887,985**

ENVIRONMENTAL SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop (add'l $5,500 allocated on 04/12/23)	$ 105,500	$ -	$ (17,589)	$ 87,911
ARPA-0180 ENVS	Online Permitting/Licensing Module ($145,000 budget reallocated on 04/12/23)	-	-	-	-
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l $109,500 allocated on 04/12/23)	184,500	-	-	184,500
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building (add'l $30,000 allocated on 04/12/23)	180,000	-	(30,724)	149,276
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	-	250,000
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	(614)	120,586
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center C	7,766	-	-	7,766
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Cer	25,513	-	-	25,513
		$ 924,479	**$ -**	**$ (48,927)**	**$ 875,552**

HEALTH AND HUMAN SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0350 HHS	Public Health Payroll	$ 8,190	$ (8,190)	$ -	$ -

JAIL

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0348 JAIL	PPE	$ 13,058	$ (13,058)	$ -	$ -

ARPA Expenses
Budget to Actual
As of May 31, 2023

LID

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0353 LID	Canoe, Motor and Batter - LID	$ 2,132	$ (2,104)	$ -	$ 28

MAINTENANCE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 50,000	$ -	$ -	$ 50,000
ARPA-0333 MNT	Honeywell Phase II	729,577	(729,577)	-	-
ARPA-0343 MNT	HVAC Replacement - ECC	59,894	(59,894)	-	-
ARPA-0346 MNT	JACE Controller	29,600	(29,600)	-	-
ARPA-0351 MNT	Air Handler - ECC	6,859	(6,859)	-	-
		$ 875,930	$ (825,930)	$ -	$ 50,000

PUBLIC WORKS

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	$ 148,300	$ (9,230)	$ (64,133)	$ 74,937
2023 ADD	Harris Building Improvements - Phase II	900,000	-	-	900,000
		$ 1,048,300	$ (9,230)	$ (64,133)	$ 974,937

SHERIFF'S OFFICE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0182 CCSO	Camera Work Station for Jail	$ 5,061	$ -	$ -	$ 5,061
2023 ADD	Recruitment Program	55,000	-	-	55,000
		$ 60,061	$ -	$ -	$ 60,061
	TOTALS	$ 10,989,807	$ (1,774,381)	$ (1,003,515)	$ 8,211,912

Larkin Hoffman Service Contract – State and Federal Services

As Chisago County continues to take on larger state/federal type projects, the need to fund these improvements from an engineering, right of way and construction standpoint becomes very difficult, especially financially.

Larkin Hoffman has "connected" Chisago County and put "boots on the ground" in Washington D.C. and St. Paul. The County has seen these types of efforts provide funding from the state, and federal governments.

The County currently has a 3-year contract with Larkin Hoffman for Lobbying services. Larkin Hoffman is requesting to continue to provide lobbying services for **$13,000 for a term of 2024-2026 for State Lobbying Services and $6,000 for Federal Lobbying (the County currently pays $9,000 for State and $5,000 for Federal Lobbying**. This includes staffing in Minnesota and in Washington D.C. The term of the new contract would be July 1, 2023 – December 31, 2026.

The County has paid a total of $828k to Larkin Hoffman since 2015.

The County will use Larkin Hoffman to seek state and federal funding the TH 8 reconstruction project, the Stacy Interchange, County park projects (such as Fish Lake Park, as it seeks Regional Park Status), and County trails (Sunrise Prairie Trail and Swedish Immigrant Trail) as well as any other County projects or needs that would use federal/state funding.

The County will need to create a 'legislative priorities' list for 2024 and beyond.

Larkin Hoffman has assisted the County is acquiring the following;

In 2023, Chisago County is set up to receive a federal appropriation for $5 million.

The Federal Raise grant for $24 million will be announced June 28th. (Larkin Hoffman secured support letters from Senator Klobuchar, Senator Smith, Congressman Stauber and Congressman Emmer)

In 2023, Larkin Hoffman secured a federal appropriation for $3 million.

In 2023, Larkin Hoffman secured $50 million ($42 million in trunk Highway funds and $8 million in cash bonding) for Highway 8.

In 2021, Larkin Hoffman obtained an additional $8 million for U.S. Highway 8 and $4.12 million in Project Development (trunk highway) funding from the Minnesota Department of Transportation.

In 2020, Larkin Hoffman secured an initial appropriation for $8 million for the reconstruction of U.S. Highway 8.

In 2017, Larkin Hoffman secured $3 million in bonding dollars to support the construction of a new law enforcement center.

Jail/Law Enforcement Center =	$3M State
US Highway 8 =	$8M Federal ($24M more potential)
	$70.12 State
TOTAL =	$81.12M in funding

TAB III.

2023 and 2024– 2028 Transportation Improvement Plan (TIP)

Chisago County Public Works has finalized the 2023 T.I.P. and completed the annual update to the 5-year TIP (2024 – 2028). The County has proposed Option A and Option B for the 2024 – 2028 TIP. Approval of the current year plan will memorialize and document this year's construction activities. The 5-year T.I.P. our main planning tool for design and construction of our transportation system.

The Chisago County Board of Commissioners went on a 'road tour' on June 7th before the June 7th Board of Commissioners meeting.

Attachment(s):

- 'Transportation Construction Funding' memo – June 6, 2023
- Final 2023 T.I.P.
- Option A & Option B 2024 – 2028 T.I.P. & Map

CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS
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Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara J. Shimmon
Finance and Office Manager

PUBLIC WORKS MEMORANDUM

TO: Budget & Finance Committee

FROM: Joe Triplett, P.E.

DATE: June 6, 2023

RE: Transportation Construction Funding

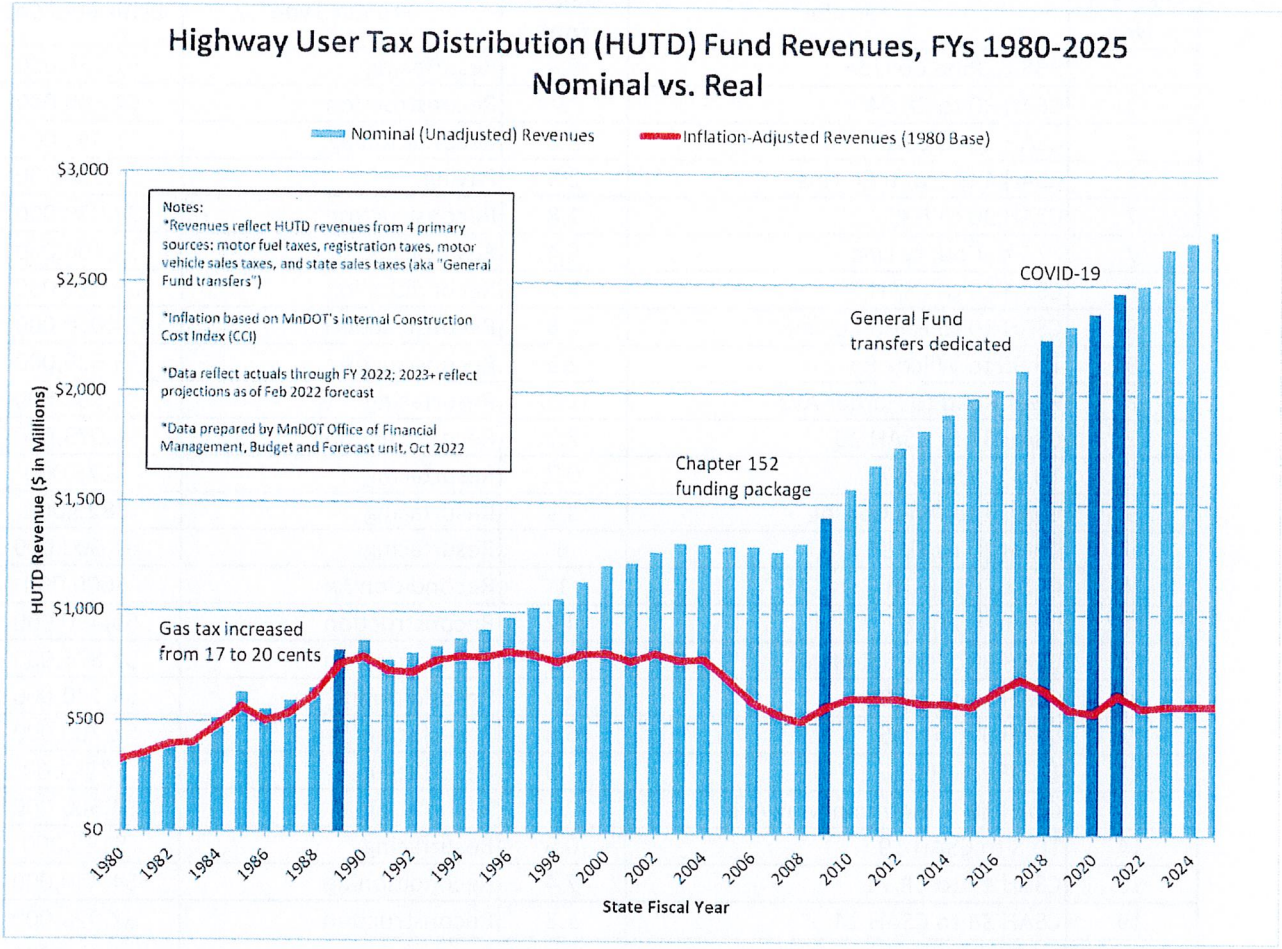
As we move into discussing our 5-year Transportation Improvement Plan (TIP) and into budget season, I would like to take the opportunity to review our construction needs and funding our transportation system.

The projects were broken out into 3 basic types: Resurfacing, Reconditioning and Reconstruction. Resurfacing projects include paving, overlaying, and mill & overlaying existing highways. Reconditioning projects include pavement reclamation or grinding up the existing pavement and base to combine and re-use as base and then paving over that base. Reconstruction projects are more extensive construction projects that include replacing the subbase, improving drainage, addressing safety needs, and adding width for bike/ped traffic. The projects and costs are broken down below:

Project Type	Total Mileage	Estimated Cost
Resurfacing	87.5	$ 22,450,000
Reconditioning	60.1	$ 36,060,000
Reconstruction	39.75	$ 89,437,500
Total =	187.35	$ 147,947,500

This shows we need to be doing almost $148M in County highway construction over the next decade. Of these numbers, 79% (147.6 miles) of the mileage and 39% ($38.3M) of the construction costs represent pavement preservation type projects (Resurfacing & Reconditioning). Full reconstruction projects, while representing only 21% (39.75 miles) of the mileage, make up 61% ($89.4M) of the expenditures.

As revenues fail to keep up, costs and inflation continue to further dimmish our abilities to accomplish our goals of a safe and efficient transportation system. The graph below shows how inflation affects our revenues from the Highway User Tax Distribution Fund (HUTDF or our "gas tax" State Aid dollars) and our subsequent buying power.



While we have seen reductions in our State Aid funding over the past few years, we are expecting a turn around with the new Transportation Bill passed by this year's Legislature. MnDOT is still trying to run the numbers and give us estimates of what the new bill will provide in the way of increased State Aid funding for us. Included in the bill were increases in license tab fees and motor vehicle sales tax, dedication of the auto parts sales tax to transportation (this will be phased in over 10 years), indexing of the gas tax and a new Retail Delivery Fee (which we will not see any of until 2025). These funding sources all go into the HUTDF and can ***only*** be used on our CSAH system highways – not our regular county highways.

Other funding challenges we have include improvements we would like to see on the Trunk Highway system that MnDOT does not have programmed. These projects include but are not limited to the interchanges at CSAH 22 in Wyoming and CSAH 19 in Stacy as well as intersections on TH 95. We will most likely have costs associated with the TH 8 project we are working on, as well as any future ones. Along with Trunk Highway projects, we have several safety and intersection type projects that will also require funding.

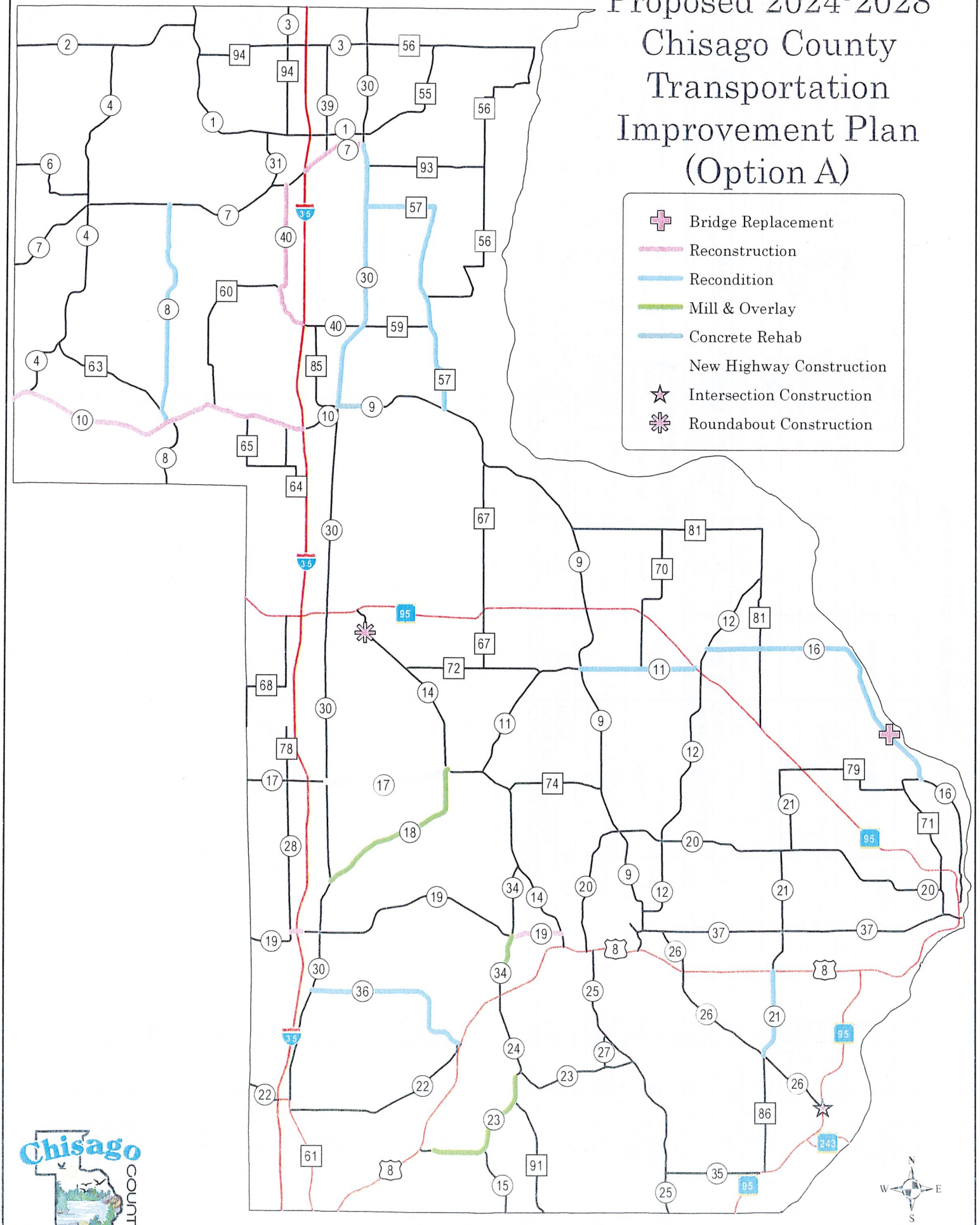
Planning for our future projects and programs is a crucial part of what we do. We are currently in the middle of updating our Transportation Plan and Board input and direction will play a vital role in not only the plan but everything from prioritizing to budgeting to allocating resources, etc. Public Works is looking forward to setting goals, planning, and delivering projects on our system and will need the Board's help in program development and direction.

Unmet Highway Construction Needs 2024 - 2034				
Highway No.	Termini	Length (mi)	Project Type	Estimated Cost
1	I-35 to Pine Co Line	5.8	Resurfacing	$1,450,000
3	CSAH 30 to CR 94	2	Reconstruction	$4,500,000
4	CSAH 10 to CSAH 7	5.6	Reconditioning	$3,360,000
6	CSAH 4 to Isanti Co Line	2.5	Paving	$1,200,000
7	CSAH 30 to I-35	1.8	Reconstruction	$4,050,000
7	I-35 to County Line	8.4	Resurfacing	$2,100,000
8	CSAH 10 to CSAH 7	5.7	Reconditioning	$3,420,000
8	CSAH 10 to Isanti Co Line	1.8	Reconstruction	$4,050,000
9	TH 95 to Wilcox Rd	2.5	Reconstruction	$5,625,000
9	River Road to Harder Ave	6.25	Resurfacing	$1,562,500
9	CSAH 37 to CSAH 20	2.7	Reconstruction	$6,075,000
9	TH 8 to CSAH 37	0.7	Resurfacing	$175,000
9	CSAH 1 to Pine Co Line	3.3	Resurfacing	$825,000
9	CSAH 20 to TH 95	6	Resurfacing	$1,500,000
10	I-35 to CSAH 30	1	Reconditioning	$600,000
10	I-35 to CSAH 8	4.2	Reconstruction	$9,450,000
10	CSAH 8 to Isanti Co Line	3.5	Reconstruction	$7,875,000
11	CSAH 14 to TH 95	6.9	Reconditioning	$4,140,000
12	CSAH 9 to TH 95	6.8	Resurfacing	$1,700,000
12	TH 95 to CR 81	2.9	Resurfacing	$725,000
14	CSAH 19 to Hemmingway Ave	10	Resurfacing	$2,500,000
14	TH 8 to CSAH 19	0.5	Resurfacing	$125,000
16	CSAH 12 to CR 71	7.4	Reconditioning	$4,440,000
19	CSAH 34 to CSAH 14	1.3	Reconstruction	$2,925,000
20	CR 71 to CSAH 37	0.5	Reconstruction	$1,125,000
20	314th St. to CSAH 9	2.75	Reconstruction	$6,187,500
20	CSAH 9 to CR 71	8.8	Resurfacing	$2,200,000
21	CSAH 26 to TH 8	2.2	Reconditioning	$1,320,000
21	CSAH 37 to CSAH 20	2	Resurfacing	$500,000
22	Anoka Co to I-35	0.9	Reconstruction	$2,025,000
22	TH 61 to CSAH 36	4.8	Resurfacing	$1,200,000
23	TH 8 to CSAH 24	4	Resurfacing	$1,000,000
24	TH 8 to 276th St.	1.75	Resurfacing	$437,500
27	CSAH 23 to CSAH 25	0.75	Reconstruction	$1,687,500
28	CSAH 19 to CSAH 17	3.8	Reconditioning	$2,280,000
30	CSAH 9 to CSAH 7	6.8	Reconditioning	$4,080,000
30	CSAH 17 to TH 95	4.2	Reconstruction	$9,450,000
32	CSAH 9 to end	0.3	Resurfacing	$75,000
34	TH 8 to CSAH 19	1.5	Reconstruction	$3,375,000
35	CSAH 25 to TH 95	2.4	Reconstruction	$5,400,000
36	CSAH 22 to CSAH 30	4.7	Reconditioning	$2,820,000
39	CSAH 1 to Tiger Trail & Intersection	0.5	Reconstruction	$1,125,000
40	CR 85 to CR 60	1.5	Reconditioning	$900,000
40	CR 60 to CSAH 7	2.7	Reconstruction	$6,075,000
56	CSAH 30 to CR 55	1.7	Resurfacing	$425,000
56	475th to CR 93	2.5	Resurfacing	$625,000
57	CSAH 9 to CSAH 30	7.1	Reconditioning	$4,260,000
64	CSAH 10 to CSAH 65	1	Resurfacing	$250,000

Unmet Highway Construction Needs 2024 - 2034				
Highway No.	**Termini**	**Length (mi)**	**Project Type**	**Estimated Cost**
65	CSAH 10 to 430th St	0.75	Reconstruction	$1,687,500
67	TH 95 to CSAH 9	3.7	Reconditioning	$2,220,000
68	Istanti Co Rd 49 to TH 95	3.7	Reconditioning	$2,220,000
71	TH 95 to CSAH 16	3	Resurfacing	$750,000
81	TH 95 to CSAH 16	2	Resurfacing	$500,000
91	CSAH 23 to Washington Co	3	Reconstruction	$6,750,000
94	CSAH 1 to CSAH 9	2.5	Resurfacing	$625,000
	TOTAL MILEAGE =	**187.35**	**TOTAL =**	**$147,947,500**

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2023	40	CSAH 9 to CSAH 30	1.5	Reconstruction			$1,200,000	$1,900,000	**$3,100,000**	
	21	CSAH 20 to TH 95	2.1	Reconstruction			$3,400,000	$1,350,000	**$4,750,000**	
	70	CSAH 11 to TH 95	1.4	Reconditioning				$1,300,000	**$1,300,000**	
		2023 Pavement Maintenance Project	8.2	Mill & Overlay				$2,800,000	**$2,800,000**	CSAH 14, CSAH 40, CSAH 30, CR 85
			13.2	**TOTAL**	**$0**	**$0**	**$4,600,000**	**$7,350,000**	**$11,950,000**	
				PERCENTAGE OF TOTAL	**0%**	**0%**	**38%**	**62%**		
					Federal	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	
		TOTAL MILEAGE	**13.20**	**TOTAL**	**$ -**	**$ -**	**$ 4,600,000**	**$ 7,350,000**	**$ 11,950,000**	
				PERCENTAGE OF TOTAL	**0.0%**	**0.0%**	**38.5%**	**61.5%**	**100%**	
	Note: This Option includes a reconditioning of CR 70 (subgrade correction on south end, 26 foot wide highway, drainage improvements, no right of way acquisition),									
	20.5 miles of mill and overlay and keeps the spending level the same as previously approved TIP.									

Proposed 2024-2028 Chisago County Transportation Improvement Plan (Option A)



Created: March 28, 2023

Proposed 2024 - 2028 TIP - OPTION A

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2024	10	CSAH 8 North to County Line	4.2	Reconstruction	$2,100,000		$4,400,000	$750,000	**$7,250,000**	$2.1M STBGP
	16	CSAH 12 to CR 71	7.4	Reconditioning & Bridge				$3,550,000	**$3,550,000**	
	23	Pioneer Rd to CSAH 23	3.3	M/O				$900,000	**$900,000**	
	34	HIR section south of CSAH 19	0.9	M/O				$200,000	**$200,000**	
	9	CSAH 30 to Harder Ave	1.1	Concrete Rehab				$500,000	**$500,000**	Turn back to Township w/CSAH 17
			16.9	**TOTAL**	**$2,100,000**	**$0**	**$4,400,000**	**$5,900,000**	**$12,400,000**	$3.7M in LOST; $2.2M in Levy
				PERCENTAGE OF TOTAL	**17%**	**0%**	**35%**	**48%**		
					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2025	17	CSAH 30 to CSAH 14	3.2	Reconstruction			$4,400,000	$12,100,000	**$16,500,000**	LRIP or Bonding?
	18	CSAH 14 to CSAH 30	4.6	M/O				$800,000	**$800,000**	Turn back to Lent Township
			7.8	**TOTAL**	**$0**	**$0**	**$4,400,000**	**$12,900,000**	**$17,300,000**	$3.8M in LOST; ***Need $8.3M***
				PERCENTAGE OF TOTAL	**0%**	**0%**	**25%**	**75%**		

Proposed 2024 - 2028 TIP - OPTION A

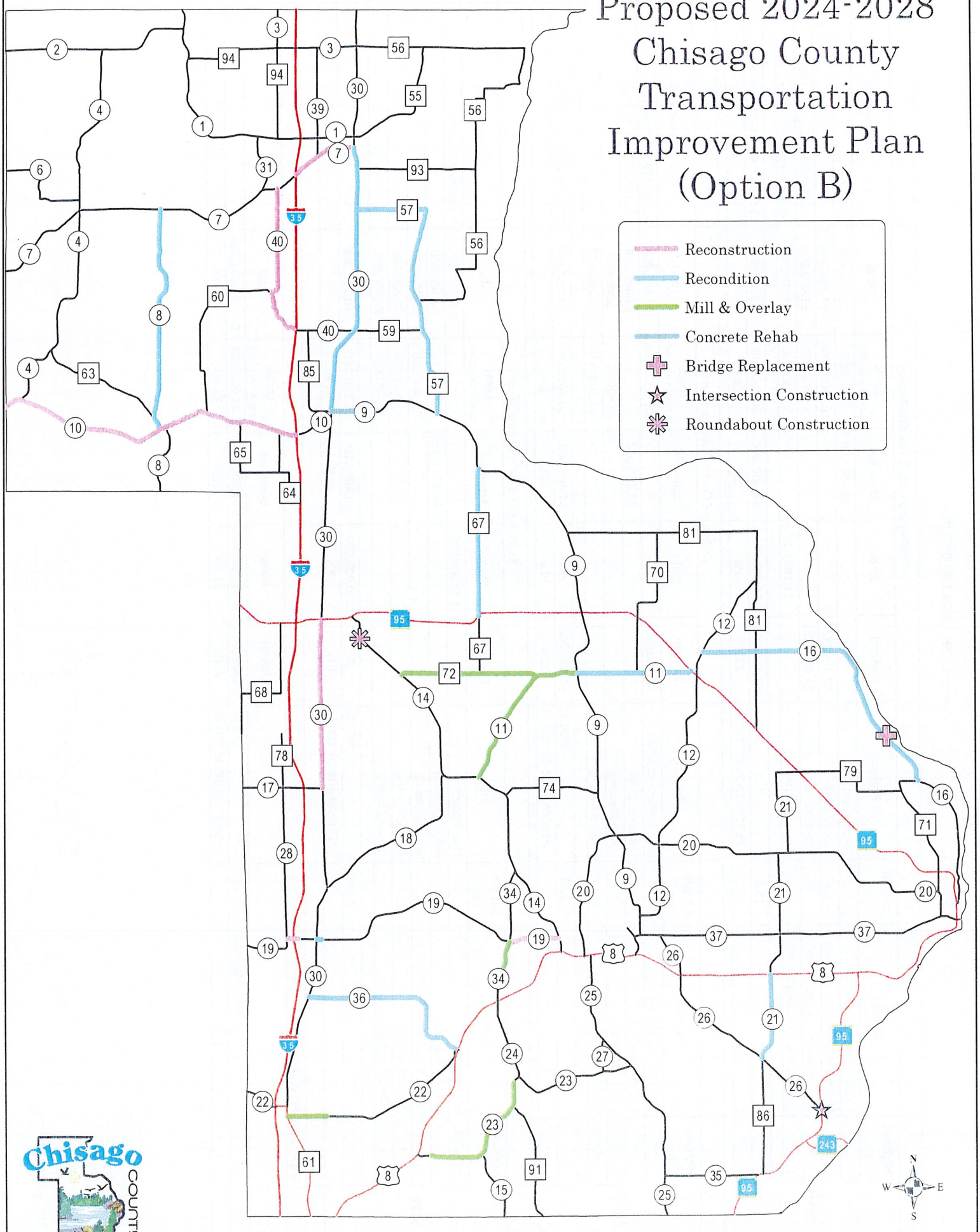
					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2026	10	I-35 to CSAH 8 North	3.7	Reconstruction			$4,400,000	$700,000	**$5,100,000**	LRIP ???
	30	CSAH 9 to CSAH 7	6.8	Reconditioning	$2,100,000			$2,600,000	**$4,700,000**	
	14	Lincoln/Hemmingway Intersection		Roundabout	$1,000,000			$2,000,000	**$3,000,000**	$1M HSIP & N.B. participation
	26	TH 95 intersection realignment		Reconstruction		$1,100,000		$1,100,000	**$2,200,000**	MnDOT Lead Project
			10.5	**TOTAL**	**$3,100,000**	**$1,100,000**	**$4,400,000**	**$6,400,000**	**$15,000,000**	$3.9M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**21%**	**7%**	**29%**	**43%**		

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2027	19	CSAH 34 to CSAH 14	1.25	Reconstruction & RAB	$3,100,000			$2,500,000	**$5,600,000**	$2.1M STBGP; $1M HSIP
	40	I-35 to CSAH 7	4	Reconstruction			$4,400,000		**$4,400,000**	$2.1M STBGP; $1M HSIP
	11	TH 95 to CSAH 9	2.9	Reconditioning				$800,000	**$800,000**	
	57	CSAH 9 to CSAH 30	7.1	Reconditioning				$3,200,000	**$3,200,000**	
			15.25	**TOTAL**	**$3,100,000**	**$0**	**$4,400,000**	**$6,500,000**	**$14,000,000**	$3.9M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**22%**	**0%**	**31%**	**46%**		

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2028	I-35/19	Interchange	0.75	Reconstruction		$30,000,000			**$30,000,000**	Need State Funding
	7	I-35 to CSAH 30	1.9	Reconstruction			$4,400,000		**$4,400,000**	
	36	CSAH 22 to CSAH 30	4.5	Reconditioning				$2,400,000	**$2,400,000**	
	21	CSAH 26 to TH 8	2.2	Reconditioning				$1,200,000	**$1,200,000**	
	8	CSAH 10 to CSAH 7	5.7	Reconditioning				$2,700,000	**$2,700,000**	
			15.05	**TOTAL**	**$0**	**$30,000,000**	**$4,400,000**	**$6,300,000**	**$40,700,000**	
				PERCENTAGE OF TOTAL	**0%**	**74%**	**11%**	**15%**		

	2024 - 2028 Program Totals									
					Federal	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	
		TOTAL MILEAGE	**65.50**	**TOTAL**	**$ 8,300,000**	**$ 31,100,000**	**$ 22,000,000**	**$ 38,000,000**	**$ 99,400,000**	
				PERCENTAGE OF TOTAL	**8.4%**	**31.3%**	**22.1%**	**38.2%**	**100%**	

Proposed 2024-2028 Chisago County Transportation Improvement Plan (Option B)



Created: March 28, 2023

Proposed 2024 - 2028 TIP - OPTION B

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2024	10	CSAH 8 North to County Line	4.2	Reconstruction	$2,100,000		$4,400,000	$750,000	**$7,250,000**	$2.1M STBGP
	16	CSAH 12 to CR 71	7.4	Reconditioning & Bridge				$3,550,000	**$3,550,000**	
	23	Pioneer Rd to CSAH 23	3.3	Mill & Overlay				$900,000	**$900,000**	
	34	HIR section south of CSAH 19	0.9	Mill & Overlay				$200,000	**$200,000**	
	9	CSAH 30 to Harder Ave	1.1	Concrete Rehab				$500,000	**$500,000**	
			16.9	**TOTAL**	**$2,100,000**	**$0**	**$4,400,000**	**$5,900,000**	**$12,400,000**	$3.7M in LOST; $2.2M in Levy
				PERCENTAGE OF TOTAL	**17%**	**0%**	**35%**	**48%**		

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2025	30	CSAH 17 to TH 95	4.2	Reconstruction			$4,400,000	$2,500,000	**$6,900,000**	
	22	TH 61 to Goodview	1.1	Mill & Overlay				$400,000	**$400,000**	
	72	CSAH 30 to CSAH 11	3.4	Mill & Overlay				$500,000	**$500,000**	
	11	TH 95 to CSAH 9	2.9	Reconditioning				$1,100,000	**$1,100,000**	
	19	CSAH 30 to Genesis Ave	0.11	Reconditioning				$200,000	**$200,000**	
	67	TH 95 to CSAH 9	3.7	Reconditioning				$1,500,000	**$1,500,000**	
			15.41	**TOTAL**	**$0**	**$0**	**$4,400,000**	**$6,200,000**	**$10,600,000**	$3.8M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**0%**	**0%**	**42%**	**58%**		

Proposed 2024 - 2028 TIP - OPTION B

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2026	10	I-35 to CSAH 8 North	3.7	Reconstruction			$4,400,000	$700,000	**$5,100,000**	LRIP ???
	14	Lincoln/Hemmingway Intersection		Roundabout	$1,000,000			$2,000,000	**$3,000,000**	$1M HSIP & N.B. participation ???
	26	TH 95 intersection realignment		Reconstruction		$1,100,000		$1,100,000	**$2,200,000**	MnDOT Lead Project
	30	CSAH 9 to CSAH 7	6.8	Reconditioning	$2,100,000			$2,600,000	**$4,700,000**	
			10.5	**TOTAL**	**$3,100,000**	**$1,100,000**	**$4,400,000**	**$6,400,000**	**$15,000,000**	$3.9M in LOST; $2.5M in Levy
				PERCENTAGE OF TOTAL	**21%**	**7%**	**29%**	**43%**		
					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2027	19	CSAH 34 to CSAH 14	1.25	Reconstruction & RAB	$3,100,000			$2,500,000	**$5,600,000**	$2.1M STBGP; $1M HSIP
	40	I-35 to CSAH 7	4	Reconstruction			$4,400,000		**$4,400,000**	
	11	CSAH 14 to CSAH 9	4	Mill & Overlay				$800,000	**$800,000**	
	57	CSAH 9 to CSAH 30	7.1	Reconditioning				$3,200,000	**$3,200,000**	
			16.35	**TOTAL**	**$3,100,000**	**$0**	**$4,400,000**	**$6,500,000**	**$14,000,000**	$3.9M in LOST; $2.6M in Levy
				PERCENTAGE OF TOTAL	**22%**	**0%**	**31%**	**46%**		
					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2028	7	I-35 to CSAH 30	1.9	Reconstruction			$4,400,000		**$4,400,000**	
	36	CSAH 22 to CSAH 30	4.5	Reconditioning				$2,400,000	**$2,400,000**	
	21	CSAH 26 to TH 8	2.2	Reconditioning				$1,200,000	**$1,200,000**	
	8	CSAH 10 to CSAH 7	5.7	Reconditioning				$2,700,000	**$2,700,000**	
	I-35/19	Interchange & CSAH 19	0.75	Reconstruction		$30,000,000			**$30,000,000**	Need State Funding
			15.05	**TOTAL**	**$0**	**$30,000,000**	**$4,400,000**	**$6,300,000**	**$40,700,000**	$4.0M in LOST; $2.3M in Levy
				PERCENTAGE OF TOTAL	**0%**	**74%**	**11%**	**15%**		
	2024 - 2028 Program Totals									
					Federal	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	
		TOTAL MILEAGE	**74.21**	**TOTAL**	**$ 8,300,000**	**$ 31,100,000**	**$ 22,000,000**	**$ 31,300,000**	**$ 92,700,000**	
				PERCENTAGE OF TOTAL	**9.0%**	**33.5%**	**23.7%**	**33.8%**	**100%**	

National Center for Public Lands Counties (NACo)

The NACo and WIR Boards of Directors are establishing the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of $15 million over the next two years is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

What will the center do?

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, Secure Rural Schools (SRS) and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties

- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

NACo is requesting $1,000 from Chisago County.

Attachment:

- Letter to Chase Burnham
- One-Page Informational Sheet – NACO

Association *of* Minnesota Counties

April 14, 2023

Chase Burnham
Chisago County
313 N Main Street
Center City, MN 55012

Dear Chase:

We are writing to provide your county some information about an exciting opportunity that has been developed by the Boards of Directors of the National Association of Counties (NACo) and the Western Interstate Region (WIR). NACo and WIR have established the National Center for Public Lands Counties to create an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America.

Enclosed you will find a summary of the planned work of the center to use new and traditional media to tell these stories as well as develop detailed, individual research and written county profiles. This document also outlines plans for staffing, governance, and financing of the center.

To finance this endeavor, NACo and WIR are looking for a voluntary investment of $15 million over the next two years. That amounts to one percent of the recently distributed Local Assistance and Tribal Consistency Fund (LATCF) a flexible, targeted federal investment in public lands counties. We are reaching out to you because Chisago County is considered a public lands county for the purposes of distributing LATCF dollars. A contribution equivalent to one percent of the LATCF allocation would amount to a total of $1,000 for your county over two years.

This new center will be a valuable resource for counties throughout the country. On behalf of AMC, NACo, and WIR we encourage your board to give serious consideration to financial participation in the center. NACo and WIR are hoping to have a sense of how many counties are interested in participating by mid-May. Your board does not need to have acted by then, but please let Ryan Erdmann at AMC know the likelihood of your county's participation (erdmann@mncounties.org or 651-789-4345). If there are questions that are not covered by the enclosed fact sheet, please do not hesitate to reach out to Ryan or to either of us.

Thank you in advance for your consideration.

Sincerely,

Mary Jo McGuire

Mary Jo McGuire, Ramsey County Commissioner
President, Association of Minnesota Counties
1st Vice President, National Association of Counties

Rich Sve, Lake County Commissioner
Western Interstate Region Board Member

National Center for Public Lands Counties

County governments are a leading voice in the intergovernmental partnership in responsible resource management. Understanding our unique role as co-regulators and conveners, Congress has consistently supported appropriations for critical programs like Payments In-Lieu of Taxes (PILT) and Secure Rural Schools (SRS) and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and also develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of $15 million over the next two years is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

The Center's governing body, which will :

- WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
- NACo Public Lands Steering Committee Chair
- NACo Public Lands Steering Committee Subcommittee Chairs
- Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
- NACo West Region Representative
- NACo Executive Director
- Executive Director from WIR Immediate Past President's home state

- NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

The Center's governing board will also be empowered to develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center, and consider and adopt the proposed workplan for the next year.

In order to leverage the expertise of NACo's public lands membership, the governing board will also have the ability to appoint research subcommittees made up of county officials, based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee, to coordinate and oversee the research efforts of the National Center. Research work conducted by the National Center will be non-partisan, aligned with NACo policy and priorities and will not directly conflict with the interests of any county.

NACo staff contact: Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or jshuffield@naco.org

Chisago County
MINNESOTA
ADMINISTRATION

Electric Vehicle/Charging Station Discussion

Electric vehicles provide benefits including less carbon pollution, lower maintenance costs, and improved fuel efficiency. Demand for electric vehicles and chargers will increase in coming years.

Minnesota needs a statewide charging network to fuel EVs — not just in the Twin Cities metro area but also Greater Minnesota.

Minnesota will receive a total of $47 million from the national VW settlement by 2028. MPCA is currently using funds from the VW settlement to clean up air pollution in Minnesota today and invest in a cleaner transportation system for our future.

In 2019, MPCA awarded more than $1.4 million in grant funds to install 22 EV fast-charging stations along highway corridors in Greater Minnesota. From 2020 to 2023, the agency will invest an additional $3.5 million in EV charging stations. This next phase will expand the charging network by more than 2,500 miles, enabling EV drivers to travel longer distances throughout the state without worrying about where they can refuel.

Does the County Board Support these on County properties (Government Center, LEC, Public Works, Parks, etc.)?

Does the B/F Committee want staff to pursue grant opportunities or funding?

ARPA Funds – Center City Generator Replacement

Over the past 2 years the County has been experiencing maintenance issues with one of the 2 generators at the Center City Government Center and Courthouse that provides backup power to the data centers / networks and a few lights on the 1989 side of the Courthouse.

Currently the generator has major components failing. The components that are failing will require a replacement generator as the cost of the repair would be more than a new generator. A new issue was found on June 1, 2023.

About 25 years ago the County installed 2 generators over the span of about 3 years to carry the load of the networks and communications systems. The County ended up with 2 generators because the load was increasing beyond what had been designed. The 2 existing generators are not a N+1 configuration, as they do not back each other up, it is simply to carry the load. Over time the County network has grown so that now the ARMER radio network and parts of the E-911 systems are all tied together, this provides opportunities for better efficiencies, etc. All the networks are part of the large overall network that these generators provide backup power to.

It is Enterprise Service Director Jon Eckel's recommendation that the County replace both of the "smaller" generators with 1 larger one that can power the entire Courthouse. It is less expensive to purchase 1 larger one than to purchase 2 small ones. The added value of 1 larger generator is that the entire Courthouse will now be on emergency backup power.

The quote that is attached is from Cummins, which is on the Sourcewell contract 092222-CMM, so there is no value in going out for formal bid.

The Sourcewell contracts meet the requirement for the MN purchase laws.

The total cost is: $419,600.00

The County has funds allocated to ARMER under ARPA-0261-ENTS (total amount in line budget is $800,000.00)

Attachment:

- Cummins Quote

Sales and Service

Project: Chisago County Court House 450 kW
Quotation: Q-172314-20230518-1545

May 18, 2023

To: Chisago County Court House 450 kW Rev 2

Prepared by

Doug Abrahamson
+612-297-9423
douglas.p.abrahamson@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	**DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz** U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Extended Range, 105/80C Alternator Heater, 120 Volt AC Steel Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Sandstone, Steel Rain Hood - Cooling Air Inlet Louvers - Air Inlet, 24 Volts AC Motor Closed, Spring Opened Louvers - Air Outlet, 24 Volts AC Motor Closed, Spring Opened Distribution Panel - Prewired AC Features Fuel Tank - Sub Base, 850 Gallon, UL142 Compliant Listing, ULC - S601 - 07 Alarm - High Fuel Fill Fuel Water Separator Control Mounting - Left Facing PowerCommand 2.3 Controller LCD Control Display Relays - Genset Status, User Configured Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right And Left Circuit Breaker - 800A, Left Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% Circuit Breaker - 800A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% Bottom Entry, Left Bottom Entry, Right Auxiliary contacts/Trip Alarm - Dual Circuit Breakers Shunt Trip - 24 Volts DC, Dual Breakers Engine Air Cleaner - Normal Duty External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, 40C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, Below 40F Ambient Temperature Cummins Certified Test Record Standby 5 Year 2500 Hour Parts+Labor+Travel Literature - English Packing - None, Base Mounted Housing	1
2	**CXRESE, CXR Series Service Entrance Transfer Switch with PowerCommand Control: 1000/1200A** CXR1200SE, Transfer Switch, PowerCommand, 1200 Amp Listing - UL 1008 Application - Utility to Genset Cabinet - Type 3R	1

	Cable Lugs - Mechanical, 1/0 - 750 MCM Transfer Mode - Delayed Transition Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 4-Wire (Solid or Switched Neutral) Voltage - 480 Volts AC PC80 Control Integrated High Accuracy Power Quality Metering Premium Customer I/O Transfer Switch Warranty - 5 Year Comprehensive Packing - Export Box	
3	**Installation by NAC**	1
4	**Remote Estop**	1
5	**Freight & other charges**	1
6	**Service - start up & testing**	1
7	**Annunciator**	1

TOTAL: $ 419,600.00

The above quote does not include: Fuel, Engineering, Studies.

The above quote includes Installation by NAC. **Notes:**

1. Proposal based upon normal working hours.
2. Any additional work beyond the above scope will be billed at time and materials rates upon prior approval.
3. Price subject to change due to potential for unknown obstructions and existing utilities that may conflict install.
4. Excludes crane service, removal, and transportation of generators.

Stephen Kotzmacher NAC & Cummins

Quote value does not include any tax.

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.
Fuel and permits, unless listed above, is not included.
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Doug Abrahamson, Senior Sales
douglas.p.abrahamson@cummins.com
+612-297-9423

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

_____ _____

Authorized Signature Date

_____

Company Name

_____

Printed Name & Title

_____

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Chisago County MINNESOTA ADMINISTRATION

ARPA Funds – School Security Grant Update

The B/F Committee directed the County Administrator to seek information from the Chisago County School Districts regarding 'School Safety.'

Below is the email sent to the superintendents from Forest Lake, Chisago Lakes, North Branch, Rush City, Braham and Cambridge-Isanti School Districts;

School Superintendents,

Thank you for all you do for the students of Chisago County!

The Chisago County Board of Commissioners is currently exploring investing in improving school safety using the County's ARPA fund allocation, similar to what the County did with the vocational programing in 2021.

At this time, could you please respond to this email with current number of students in your school district that reside within Chisago County? Additionally, could you please let me know what or how you would use funds to improve school safety in your district? I am aware this is a very open-ended and challenging question given the complexity and challenge of school safety.

This does not guarantee any funding or any specific donation from Chisago County, but it is an opportunity to inform the County Board of your current needs.

Please let me know if you have any questions.

Thank you again,

Below are the current Chisago County students enrolled at each school district;

School District	Number of Chisago County Students
Chisago Lakes	2,961
North Branch	2,385
Forest Lake	1,245

Rush City	**978**
Cambridge – Isanti	
Braham	**84**

Below are the specific requests from each school district;

Chisago Lakes: 2961

1. Add additional two-way radios for staff
2. Add additional surveillance cameras
3. Training for staff
4. Pay for the the School Resource Officer cross-subsidy that exists within our budget
5. Fix any locksets or doors where the current set-up is opposite of what we would need in case of a lockdown
6. Fix our 3rd Floor at the Middle School with permanent classroom doors
7. Fix the front entry at CLMS with a secured desk prior to the visitor going anywhere else in the

Braham: 84

Funds available would potentially be used to improve exterior entrance safety measures (making more doors inaccessible without visual identity), adding additional security cameras, hiring law enforcement to attend evening school events (games, concerts, etc.) or increasing student support services - attach the root of the problem. As you can see, there are plenty of places to utilize funding.

North Branch: 2385

- Safety and security upgrades
- technology updates for safe entries
- Crisis management program change that includes print materials, training and staffing.

Forest Lake Area Schools: 1,245

- Additional technology needs to allow secure door systems for School Age Childcare

- Repeaters to extend radio coverage between all buildings within FLA Schools
- Radios

Rush City: 978

Rush City Schools needs to address the entry points of the buildings and expand video surveillance as possible. Adding card access to the entry points would be a significant improvement. Protective film on entryway windows and additional cameras so we are able better monitor the buildings and campus. We also need to service our fire alarm system at the high school. This is projected to be about a $150,000 project.