BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA

Wednesday, April 10, 2024

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
   e. ARPA Budget to Actual Report
   f. Investment Graphs
   g. Larkin Hoffman Budget Adjustment Request

II. Monthly Current County Staffing Update

III. 2025 Budget 'Kick-Off' and Schedule
   a. 'County Values' Budgeting

IV. ARPA – Broadband Grant Request – Midco

V. ICS – Capital Building Planning Professional Services Contract

VI. Sheriff Office Discussion (PLACEHOLDER)

   a. Office of Traffic Safety TZD Deputy Position
   b. Public Safety Funds Expenditure – SIGMA Tactical Wellness
   c. CCSO Snowmobile

VII. Construction Program Funding – Public Works (PLACEHOLDER)

VIII. Baker Tilly Engagement Letter

IX. SWCD Termination of Building Lease

X. SWCD Rain Gardens at Chisago County Government Center

XI. Other B/F Items

FUTURE ITEMS THAT NEED ATTENTION

- 2025 County Levy, Budget, and Capital Improvement Program
- County Vehicle Leases

OPERATING BUDGET (AS AMENDED) VS ACTUAL TAB I
(EXCLUDES SALARIES AND BENEFITS)
AS OF 03/31/2024
25% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
GENERAL FUND					
Board of Commissioners	$ 208,024	$ 208,024	$ 99,562	48%	2024 AMC & MICA Dues
District Court	212,500	212,500	45,495	21%	
Law Library	*30,000*	*162,368*	*7,662*	*5%*	*Restricted*
County Administrator	83,200	83,200	32,394	39%	HUB Q1 Fee, 2024 AMC Dues
Auditor-Treasurer	28,065	28,065	2,476	9%	
Audit	110,000	110,000	8,156	7%	
Assessor	79,850	79,850	9,231	12%	
Enterprise Services	4,182,484	4,182,484	959,477	23%	
Central Services	110,750	110,750	16,736	15%	
Elections	116,500	277,904	58,334	21%	
County Attorney	92,550	92,550	38,870	42%	Contract Employee - offset in Salaries & Benefits
County Attorney Forfeiture	-	*34,998*	-	*0%*	*Restricted*
Recorder	17,950	17,950	6,940	39%	1st Half Title Examiner Fee
Recorder Compliance/Technology	*1,500*	*2,207,802*	*64,405*	*3%*	*Restricted*
Maintenance	1,008,089	1,008,089	169,234	17%	
Planning & Zoning	291,500	291,500	50,320	17%	
General Government	1,287,695	1,403,150	983,264	70%	2024 General Liability Insurance
					Retiree Payouts: $102k Actual vs. $274k Budget
Contingency	100,000	225,630	-	0%	
Sheriff	930,521	930,521	171,926	18%	
Sheriff Forfeitures	-	*29,484*	*17,764*	*60%*	*Restricted*
Boat & Water	-	-	-	*0%*	*Restricted*
Sheriff's Reserve	-	*9,824*	*3,430*	*35%*	*Restricted*
Snowmobile Safety	-	-	-	*0%*	*Restricted*
Sheriff's Contingency	-	*6,253*	-	*0%*	*Restricted*
Gun Permits	-	*137,549*	*2,770*	*2%*	*Restricted*
Project Lifesaver	-	*5,986*	-	*0%*	*Restricted*
Public Safety Grants	*161,500*	*1,256,181*	*19,261*	*2%*	*Restricted*
Coroner	153,159	153,159	38,267	25%	
County Jail	742,650	742,650	125,358	17%	
Jail Canteen	-	*181,516*	*35,456*	*20%*	*Restricted*
Probation & Parole	131,006	131,006	15,563	12%	
Emergency Management	33,374	33,374	31,488	94%	2024 CODERED
E-911	*162,000*	*630,248*	-	*0%*	*Restricted*
Controlled Substances - Share of Fines	-	*298*	-	*0%*	*Restricted*
Historical Society	40,000	40,000	20,000	50%	1st Half Allocation
Regional Library	778,495	778,495	389,247	50%	1st Half Allocation
Parks	137,000	137,000	12,041	9%	
County Agricultural Society	16,000	16,000	8,000	50%	1st Half Allocation
County Extension Services	141,200	141,200	9,624	7%	
Soil & Water	200,000	200,000	100,000	50%	1st Half Allocation
Water Quality Grant	*80,900*	*361,139*	*2,214*	*1%*	*Restricted*
Sewer Grants	-	*45,494*	*17,690*	*39%*	*Restricted*
Wetland Grant	*5,000*	*5,000*	*5,672*	*113%*	*Restricted - has offsetting revenue*
Watercraft Inspection	*86,100*	*211,661*	*730*	*0%*	*Restricted*
Economic Development	47,000	47,000	-	0%	
TOTAL GENERAL FUND	**$ 11,806,562**	**$ 16,967,852**	**$ 3,579,057**	**21%**	
ROAD AND BRIDGE FUND					
Surveyor	$ 5,050	$ 5,050	$ 7,634	151%	Annual Reg Fee
Highway Administration	33,600	33,600	7,364	22%	Annual Dues
Highway Engineering	2,956,450	2,956,450	436,638	15%	
Highway Construction	12,940,000	14,240,000	1,413,881	10%	
Highway Maintenance	3,033,550	3,033,550	298,185	10%	
Equipment Maintenance/Shop	932,200	932,200	209,951	23%	
Traffic Operations	437,500	437,500	12,626	3%	
TOTAL ROAD AND BRIDGE FUND	**$ 20,338,350**	**$ 21,638,350**	**$ 2,386,279**	**11%**	

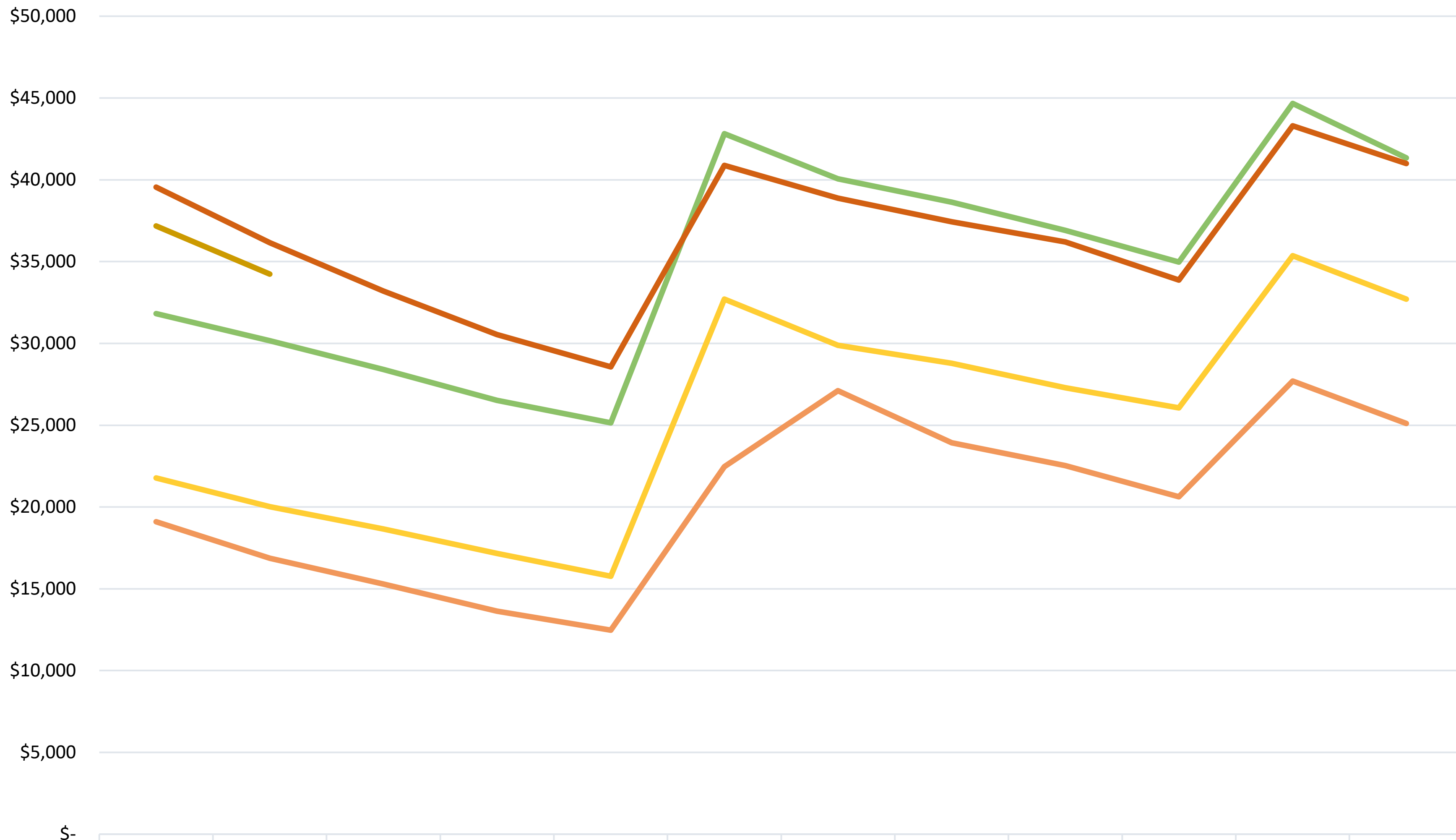
OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 03/31/2024
25% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
HEALTH AND HUMAN SERVICES					
Veterans Service	$ 37,150	$ 37,150	$ 8,256	22%	
Income Maintenance	792,045	1,070,889	233,545	22%	
Social Services	3,794,094	4,032,942	852,946	21%	
Public Health Nursing	332,030	332,030	83,266	25%	
Opioid Settlement	*-*	*618,129*	*-*	*0%*	*Restricted*
TOTAL HEALTH AND HUMAN SERVICES	**$ 4,955,320**	**$ 6,091,140**	**$ 1,178,013**	**19%**	
BUILDING FUND					
General Government	$ 83,602	$ 153,671	$ 83,602	54%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	
TOTAL BUILDING FUND	**$ 83,602**	**$ 170,671**	**$ 83,602**	**49%**	
CAPITAL EQUIPMENT FUND					
Administration	$ 9,055	$ 36,567	$ 25,317	69%	
Armer Radio - Replacement Fund	-	328,580	-	0%	
Auditor-Treasurer & Elections	65,500	160,911	-	0%	
Enterprise Servcies	587,800	974,791	188,574	19%	
HHS	-	80,000	-	0%	
Facilities/Maintenance	806,086	891,019	78,654	9%	
Other General Government *(Unallocated)*	-	56,901	-	0%	
Sheriff	548,617	771,391	465,064	60%	
Emergency Management	9,295	9,295	-	0%	
Highway	905,500	1,583,756	406,225	26%	
Environmental Services/Parks	361,500	361,500	-	0%	
TOTAL CAPITAL EQUIPMENT FUND	**$ 3,293,353**	**$ 5,254,711**	**$ 1,163,834**	**22%**	
SOLID WASTE FUND					
Score Grant Fund	$ 271,900	$ 271,900	$ 21,688	8%	
HHW Operations	443,430	907,467	54,911	12%	
TOTAL SOLID WASTE FUND	**$ 715,330**	**$ 1,179,367**	**$ 76,599**	**6%**	
PARK ACQUISITION & IMPROVEMENT FUND					
Park Acquisition & Improvement Fund	$ -	$ -	$ 337,456	0%	
PARK ACQ & IMPROVEMENT FUND	**$ -**	**$ -**	**$ 337,456**	**0%**	
LAKE IMPROVEMENT DISTRICT MAINTENANCE					
Lake Improvement District Maintenance	$ 196,000	$ 196,000	$ 23,478	12%	
TOTAL LAKE IMPV DISTRICT MAINT	**$ 196,000**	**$ 196,000**	**$ 23,478**	**12%**	
DEBT SERVICE FUND					
Road Debt	$ 2,108,019	$ 2,108,019	$ 1,775,605	84%	Principal + Interest
HHS Debt	260,781	260,781	231,575	89%	Principal + Interest
Library Debt	474,075	474,075	425,945	90%	Principal + Interest
Jail Debt	1,057,731	1,057,731	796,299	75%	Principal + Interest
Business Park Bonds	244,440	244,440	190,240	78%	Principal + Interest
Capital Projects	628,684	628,684	526,219	84%	Principal + Interest
TOTAL DEBT SERVICE FUND	**$ 4,773,730**	**$ 4,773,730**	**$ 3,945,883**	**83%**	
TOTAL ALL FUNDS	**$ 46,162,247**	**$ 56,271,821**	**$ 12,774,201**	**23%**	

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 03/31/2024
25% OF YEAR COMPLETE

	Adopted Budget	Actual	% of Budget
GENERAL FUND			
Board of Commissioners	$ 230,108	$ 65,352	28%
Law Library	10,514	1,725	16%
County Administrator	1,028,189	231,783	23%
Auditor-Treasurer	823,213	199,119	24%
Assessor	986,228	245,271	25%
Enterprise Services	2,153,925	509,025	24%
Elections	37,386	2,537	7%
County Attorney	2,832,540	611,864	22%
Recorder	346,477	67,011	19%
Maintenance	661,442	144,977	22%
Planning & Zoning	1,117,645	272,227	24%
Sheriff	7,297,256	1,761,613	24%
County Jail	4,324,033	1,090,931	25%
Probation & Parole	1,320,479	301,857	23%
Emergency Management	118,053	31,141	26%
Parks	465,220	76,929	17%
Water Quality Grant	118,293	33,138	28%
Wetland Grant	113,352	27,888	25%
Watercraft Inspection	229,223	21,683	9%
TOTAL GENERAL FUND	**$ 24,213,576**	**$ 5,696,071**	**24%**
ROAD AND BRIDGE FUND			
Surveyor	$ 168,442	$ 40,727	24%
Highway Administration	390,743	101,733	26%
Highway Engineering	1,069,593	259,997	24%
Highway Maintenance	1,961,065	468,912	24%
Equipment Maintenance/Shop	487,335	157,841	32%
Traffic Operations	209,075	55,805	27%
TOTAL ROAD AND BRIDGE FUND	**$ 4,286,253**	**$ 1,085,015**	**25%**
HEALTH AND HUMAN SERVICES			
Veterans Service	$ 220,212	$ 52,362	24%
Income Maintenance	3,110,312	771,650	25%
Social Services	7,423,133	1,779,825	24%
Public Health Nursing	1,888,620	433,321	23%
TOTAL HEALTH AND HUMAN SERVICES	**$ 12,642,277**	**$ 3,037,158**	**24%**
SOLID WASTE FUND			
Score Grant Fund	$ 61,067	$ 14,787	24%
HHW Operations	186,746	40,720	22%
TOTAL SOLID WASTE FUND	**$ 247,813**	**$ 55,507**	**22%**
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	$ 169,330	$ 40,667	24%
TOTAL LAKE IMPV DISTRICT MAINT	**$ 169,330**	**$ 40,667**	**24%**
TOTAL ALL FUNDS	**$ 41,559,249**	**$ 9,914,418**	**24%**

GENERAL FUND BALANCE BY MONTH 2020 - 2024

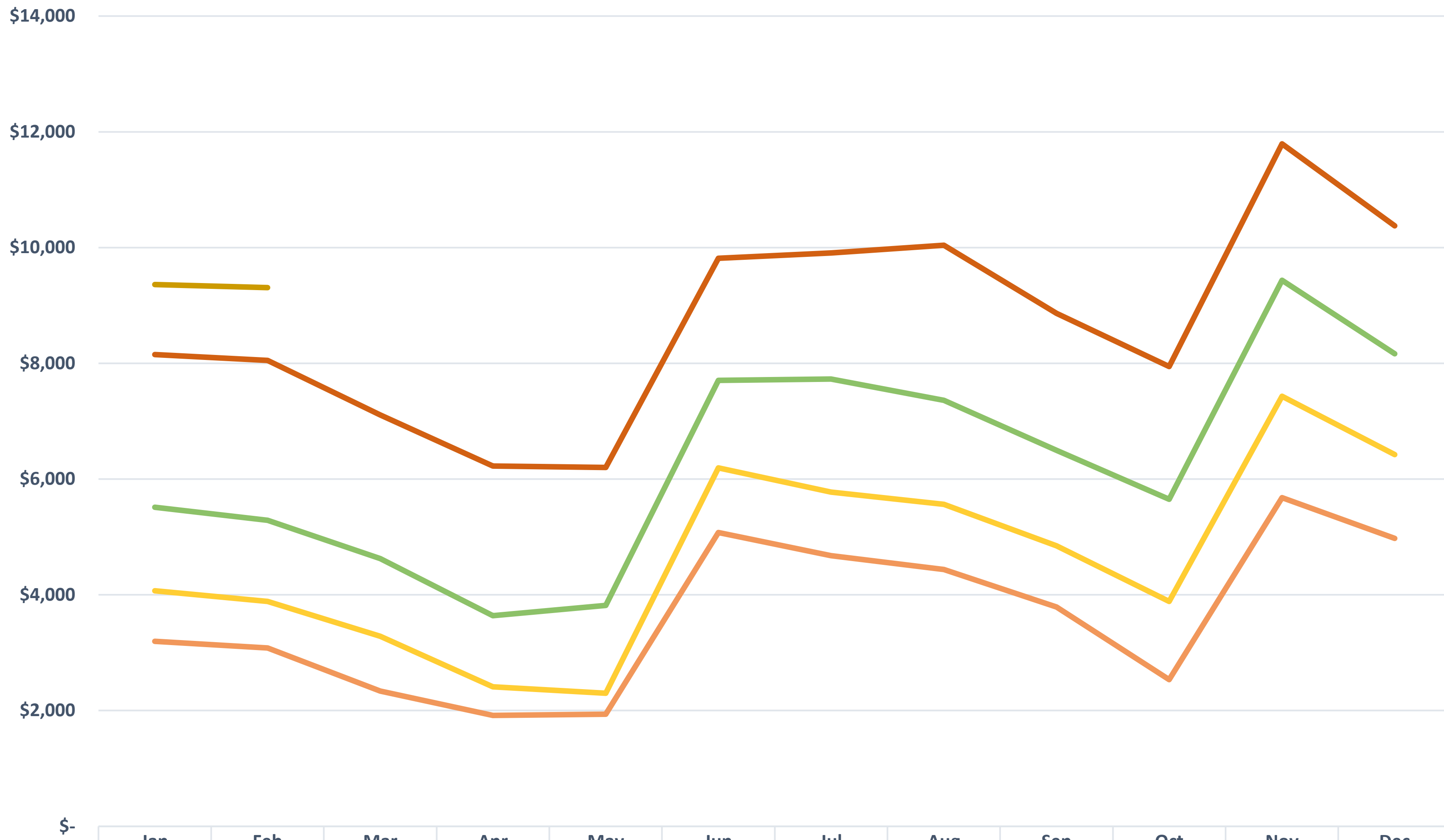


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$19,092	$16,873	$15,291	$13,634	$12,472	$22,462	$27,108	$23,919	$22,522	$20,619	$27,698	$25,101
2021	$21,774	$20,019	$18,660	$17,164	$15,767	$32,710	$29,891	$28,791	$27,296	$26,067	$35,360	$32,704
2022	$31,823	$30,169	$28,401	$26,522	$25,144	$42,821	$40,066	$38,629	$36,901	$34,966	$44,667	$41,343
2023	$39,545	$36,157	$33,205	$30,535	$28,566	$40,874	$38,871	$37,426	$36,201	$33,879	$43,300	$40,988
2024	$37,178	$34,237										

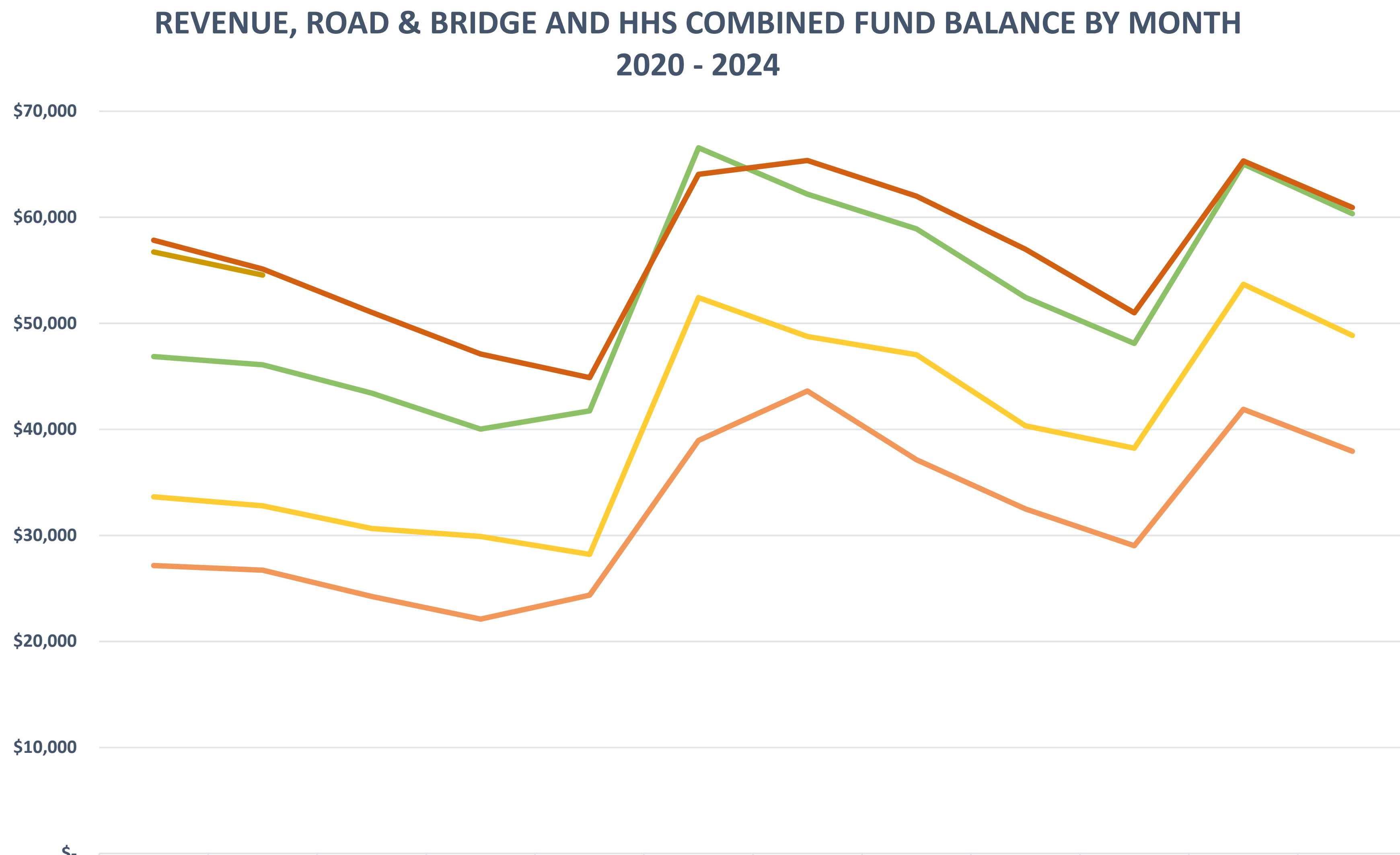
ROAD & BRIDGE FUND BALANCE BY MONTH 2020 - 2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$4,869	$6,770	$6,620	$6,554	$9,950	$11,412	$11,832	$8,774	$6,173	$5,868	$8,514	$7,856
2021	$7,783	$8,879	$8,703	$10,323	$10,144	$13,532	$13,100	$12,679	$8,196	$8,267	$10,892	$9,726
2022	$9,528	$10,634	$10,392	$9,864	$12,786	$16,033	$14,405	$12,924	$9,058	$7,477	$10,935	$10,828
2023	$10,151	$10,922	$10,739	$10,353	$10,111	$13,364	$16,583	$14,537	$11,938	$9,164	$10,223	$9,565
2024	$10,193	$11,009										

HEALTH & HUMAN SERVICES FUND BALANCE BY MONTH 2020 - 2024

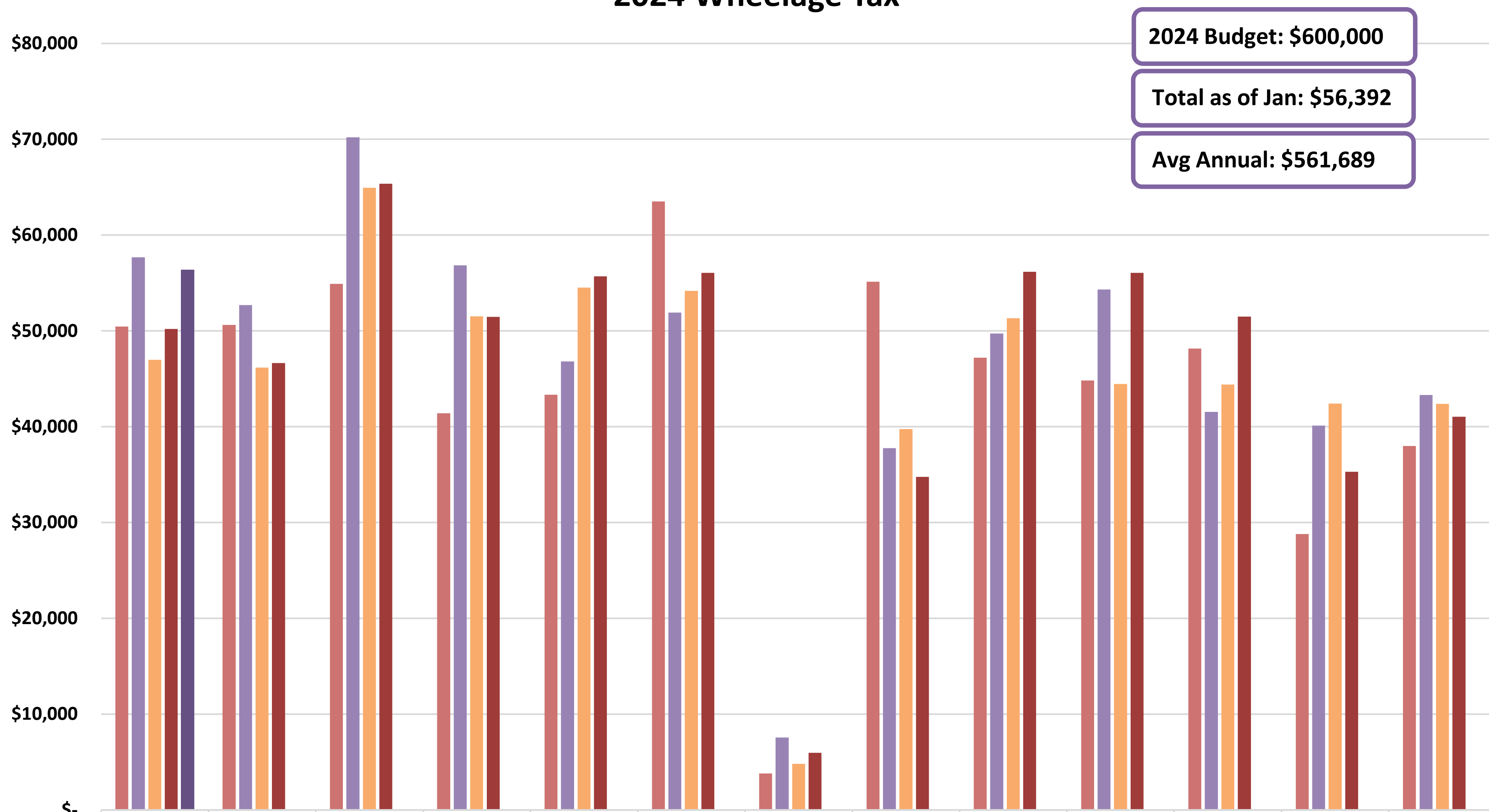


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$3,195	$3,082	$2,338	$1,917	$1,938	$5,075	$4,679	$4,437	$3,792	$2,537	$5,679	$4,977
2021	$4,071	$3,887	$3,283	$2,413	$2,300	$6,194	$5,776	$5,565	$4,846	$3,888	$7,431	$6,425
2022	$5,512	$5,286	$4,624	$3,640	$3,818	$7,706	$7,727	$7,362	$6,499	$5,653	$9,435	$8,163
2023	$8,152	$8,049	$7,110	$6,226	$6,201	$9,814	$9,908	$10,040	$8,864	$7,944	$11,792	$10,374
2024	$9,361	$9,308										



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	$27,156	$26,725	$24,249	$22,105	$24,360	$38,949	$43,619	$37,130	$32,487	$29,024	$41,891	$37,934
2021	$33,628	$32,785	$30,646	$29,900	$28,211	$52,436	$48,767	$47,035	$40,338	$38,222	$53,683	$48,855
2022	$46,863	$46,089	$43,417	$40,026	$41,748	$66,560	$62,198	$58,915	$52,458	$48,096	$65,037	$60,334
2023	$57,848	$55,128	$51,054	$47,114	$44,878	$64,052	$65,362	$62,003	$57,003	$50,987	$65,315	$60,927
2024	$56,732	$54,554										

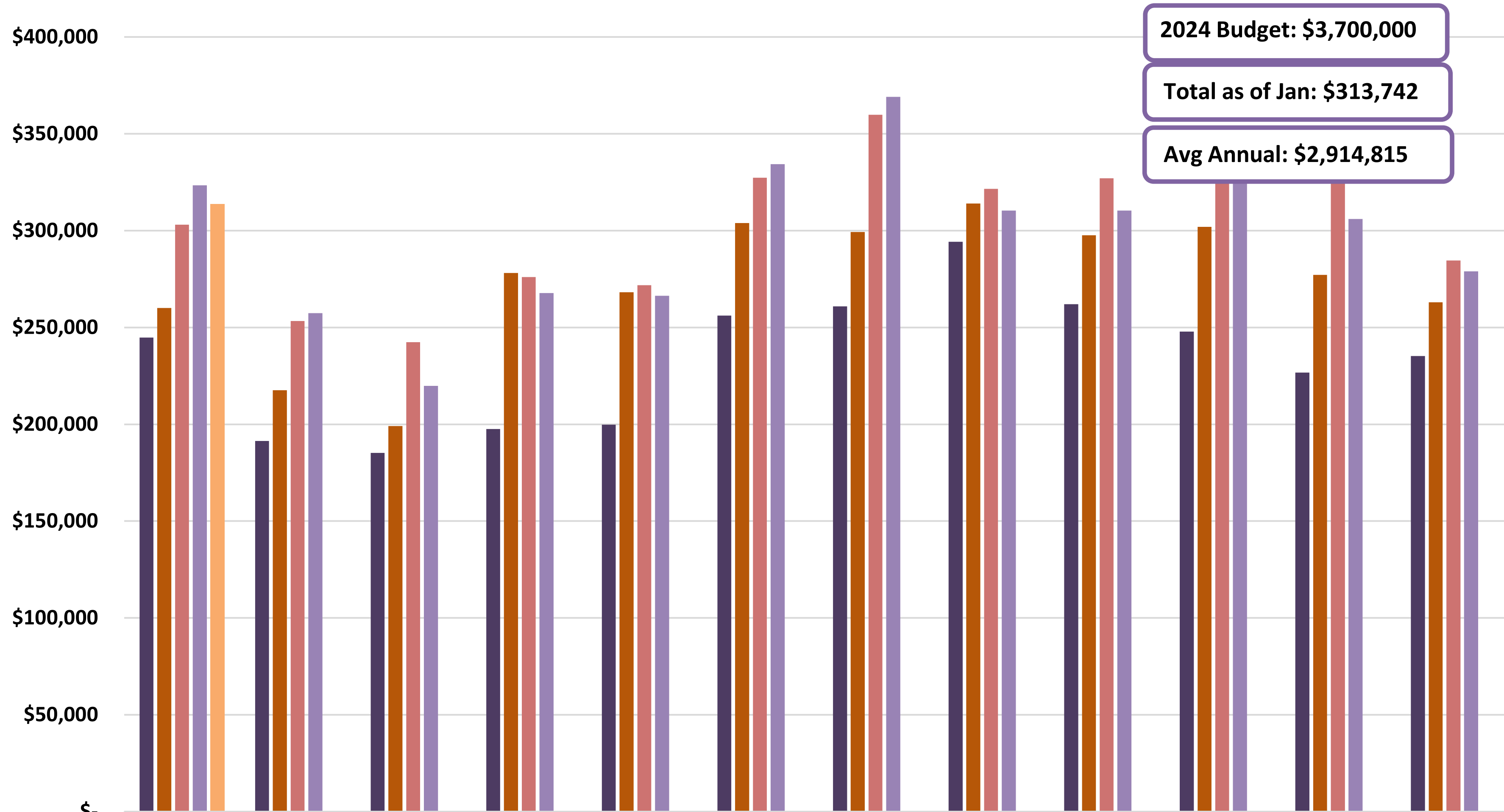
2024 Wheelage Tax



	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2020	$50,464	$50,631	$54,917	$41,409	$43,328	$63,508	$3,796	$55,127	$47,193	$44,838	$48,169	$28,795	$37,984
2021	$57,676	$52,708	$70,214	$56,833	$46,821	$51,917	$7,560	$37,755	$49,733	$54,316	$41,540	$40,107	$43,298
2022	$46,984	$46,175	$64,941	$51,524	$54,525	$54,194	$4,820	$39,766	$51,328	$44,461	$44,395	$42,405	$42,376
2023	$50,214	$46,656	$65,362	$51,476	$55,686	$56,046	$5,955	$34,775	$56,178	$56,046	$51,483	$35,288	$41,040
2024	$56,392												

2020 2021 2022 2023 2024

2024 Sales Tax



	January	February	March	April	May	June	July	August	September	October	November	December
2020	$244,823	$191,388	$185,240	$197,582	$199,802	$256,120	$260,846	$294,225	$262,010	$247,843	$226,772	$235,296
2021	$260,107	$217,562	$199,108	$278,070	$268,127	$303,945	$299,223	$314,042	$297,542	$301,997	$277,139	$263,063
2022	$303,035	$253,275	$242,386	$276,025	$271,846	$327,383	$359,758	$321,598	$327,000	$327,347	$327,169	$284,561
2023	$323,438	$257,403	$219,827	$267,813	$266,348	$334,268	$369,019	$310,303	$310,305	$344,379	$306,054	$279,000
2024	$313,742											

2020 2021 2022 2023 2024

ARPA
Budget to Actual
As of March 31, 2024

ADMINISTRATION

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0335 ADM	Broadband	1,466,986	(1,317,986)	$ (149,000)	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	(100,000)	-
2023 ADD	Administration Fee/Unallocated	747,025	-	-	747,025
2023 ADD	Management Training - 2024	10,000	-	(10,000)	-
2023 ADD	Legal Counsel	30,000	-	(30,000)	-
		$ 2,354,011	**$ (1,317,986)**	**$ (289,000)**	**$ 747,025**

ATTORNEY

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(43,470)	$ (64,548)	-
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(50,002)	(1,466)	-
2023 ADD	LENS Update	40,600	-	(40,600)	-
		$ 200,086	**$ (93,472)**	**$ (106,614)**	**$ -**

AUDITOR-TREASURER

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	$ 250,000	$ (109,630)	$ (140,370)	$ -
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	30,000	-	(30,000)	-
		$ 280,000	**$ (109,630)**	**$ (170,370)**	**$ -**

EMERGENCY MANAGEMENT

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ (4,550)**	**$ (55,450)**	**$ -**

ENTERPRISE SERVICES

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	1,966,546	(489,172)	(1,477,374)	-
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	-	(60,000)	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	-	(100,000)	-
2024 ADD	Additional Cloud SharePoint Storage	35,800	(17,900)	(17,900)	-
2024 ADD	*ARPA ARMER* Radios (2) - Stacy squads	12,221	-	(12,221)	-
2024 ADD	*ARPA ARMER* Radios (35) - Public Works	99,649	-	(99,649)	-
2024 ADD	*ARPA ARMER* CL Library Security upgrade	4,884	-	(4,884)	-
2024 ADD	VPN Service - Sheriff Squads	26,000	(4,000)	(22,000)	-
		$ 2,305,100	**$ (511,072)**	**$ (1,794,028)**	**$ -**

ARPA
Budget to Actual
As of March 31, 2024

ENVIRONMENTAL SERVICES

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l $109,500 allocated on 04/12/23)	184,500	(91,611)	(92,889)	-
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building (add'l $30,000 allocated on 04/12/23, add'l $5,605 allocated on 8/9/23)	185,605	(131,150)	(54,455)	-
ARPA-0305 ENVS	Water Resources Grant Match	250,000	(64,779)	(185,221)	-
ARPA-0306 ENVS	Water Resources Truck	50,000	-	(50,000)	-
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	(4,981)	(116,219)	-
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	(2,700)	(22,813)	-
2023 ADD	Ki Chi Saga Septic System	21,000	(2,196)	(18,804)	-
2023 ADD	Sunrise Prairie Regional Trail - seeding and fertilizing (not included in original bid)	70,000	(58,975)	(11,025)	-
2023 ADD	Planning Code Review	14,000	-	(14,000)	-
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	-
		$ 1,202,818	**$ (356,392)**	**$ (846,426)**	**$ -**

LID

Project #	Description	Budget	Actual	Allocated	Amount Remaining
2024 ADD	Channel and Weir Project	**$ 175,000**	**$ -**	**$ (175,000)**	**$ -**

MAINTENANCE

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 111,119	$ (44,448)	$ (66,671)	$ -
2023 ADD	Concrete Repairs	54,300	(3,300)	(51,000)	-
		$ 165,419	**$ (47,748)**	**$ (117,671)**	**$ -**

PUBLIC WORKS

Project #	Description	Budget	Actual	Allocated	Amount Remaining
2024 ADD	Fuel Tank Removal - Rush City Shop	**$ 6,375**	**$ -**	**$ (6,375)**	**$ -**

SHERIFF'S OFFICE

Project #	Description	Budget	Actual	Allocated	Amount Remaining
2023 ADD	Recruitment Program	$ 55,000	$ (30,500)	$ (24,500)	$ -
2023 ADD	School Safety	40,000	-	(40,000)	-
2024 ADD	Stacy Squads (2)	170,856	(80,006)	(90,850)	-
		$ 265,856	**$ (110,506)**	**$ (155,350)**	**$ -**

COMPLETED PROJECTS

Project #	Description	Budget	Actual	Allocated	Amount Remaining
		$ 3,975,142	**$ (3,975,142)**		**$ -**
	TOTALS	**$ 10,983,432**	**$ (6,526,498)**	**$ (3,709,909)**	**$ 747,025**

2024 Capital Improvement Plan
Budget to Actual
As of March 31, 2024

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	10,000	-	10,000
Laser Measuring Tools (Assessor)	**2023 ADD**	CARRYOVER	1,567	(1,567)	-
Total Carryover from 2023			11,567	(1,567)	10,000
Community Engagement	**ADM-0419**	2024 CIP BUDGET	25,000	(23,750)	1,250
Total 2024 CIP Budget			**25,000**	**(23,750)**	**1,250**
Total			**$ 36,567**	**$ (25,317)**	**$ 11,250**

AUDITOR-TREASURER & ELECTIONS

Description	Project #	Source	Budget	Actual	Remaining
Election Equipment Replacement Fund	**AUD-0137**	CARRYOVER	90,911	-	90,911
Election Results - Storage Media	**AUD-0139**	CARRYOVER	4,500	-	4,500
Total Carryover from 2023			**95,411**	-	**95,411**
Election Equipment Replacement Fund	**AUD-0137**	2024 CIP BUDGET	59,000	-	59,000
Election Results - Storage Media	**AUD-0139**	2024 CIP BUDGET	4,500	-	4,500
Safe	**AUD-0418**	2024 CIP BUDGET	2,000	-	2,000
Total 2024 CIP Budget			**65,500**	**-**	**65,500**
Grand Total			**$ 160,911**	**$ -**	**$ 160,911**

FACILITY MAINTENANCE

Description	Project #	Source	Budget	Actual	Remaining
Repair Courthouse lots	**MNT-0055**	CARRYOVER	5,000	-	5,000
Better Hallway Signage on 3rd floor	**MNT-0219**	CARRYOVER	1,000	-	1,000
Fencing and Parking Gate at PSC	**MNT-0267**	CARRYOVER	47,213	(1,775)	45,438
Ceiling Tile Rplcmnt Overage (ARPA-0062)	**2023 ADD**	CARRYOVER	31,720	(31,720)	-
Total Carryover from 2023			**84,933**	**(33,495)**	**51,438**
Parking lot repairs at PSC	**MNT-0054**	2024 CIP BUDGET	20,000	-	20,000
Replace carpet in public hallways at Gov't Center (1989 side)	**MNT-0063**	2024 CIP BUDGET	60,000	-	60,000
Main lift for PSC	**MNT-0071**	2024 CIP BUDGET	18,000	-	18,000
Replace exterior doors at NBHHS	**MNT-0076**	2024 CIP BUDGET	10,000	-	10,000
Repair/Replace retaining wall around paring lot at Gov't Center	**MNT-0186**	2024 CIP BUDGET	250,000	-	250,000
Replace Leibert HVAC in data center at Gov't Center	**MNT-0187**	2024 CIP BUDGET	200,000	-	200,000
Replace alarm system in Gov't Center (1989 side & DES)	**MNT-0191**	2024 CIP BUDGET	80,000	-	80,000
Replace analog cameras in Courthouse for courthouse security	**MNT-0193**	2024 CIP BUDGET	30,000	-	30,000
Updates to 3rd floor victim/witness waiting area	**MNT-0222**	2024 CIP BUDGET	20,000	-	20,000
Office security changes for County Administration	**MNT-0393**	2024 CIP BUDGET	50,000	(15,489)	34,511
Window blinds for 3rd floor at Courhouse	**MNT-0396**	2024 CIP BUDGET	3,086	-	3,086
Add fencing and electronic gate to Harris DO	**MNT-0414**	2024 CIP BUDGET	65,000	-	65,000
Total 2024 CIP Budget			**806,086**	**(15,489)**	**790,597**
Grand Total			**$ 891,019**	**$ (48,984)**	**$ 842,035**

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	**N/A**	REVENUE	210,302	(105,082)	105,220
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	CARRYOVER	12,472	(12,472)	-
Total Carryover from 2023			**222,774**	**(117,554)**	**105,220**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	2024 CIP BUDGET	414,670	(322,607)	92,063
NOPTIC NV3 Night Vision	**CCSO-0367**	2024 CIP BUDGET	8,000	-	8,000
Drone	**CCSO-0368**	2024 CIP BUDGET	20,075	(20,075)	-
Patrol Supressors	**CCSO-0369**	2024 CIP BUDGET	12,750	(12,090)	660
Less Lethal - Pepperball	**CCSO-0374**	2024 CIP BUDGET	5,172	(5,210)	(38)
SWAT Helmets	**CCSO-0379**	2024 CIP BUDGET	8,250	-	8,250
Ballistic bunker replacements	**CCSO-0416**	2024 CIP BUDGET	72,000	-	72,000
SWAT rifle place replacement	**CCSO-0417**	2024 CIP BUDGET	7,700	-	7,700
Total 2024 CIP Budget			**548,617**	**(359,982)**	**188,635**
Grand Total			**$ 771,391**	**$ (465,064)**	**$ 293,855**

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	**ENVS-0121**	2024 CIP BUDGET	175,000	-	175,000
3/4 ton truck replacement	**ENVS-0123**	2024 CIP BUDGET	60,000	-	60,000
Swedish Immigrant Regional Trail land acquisition	**ENVS-0129**	2024 CIP BUDGET	50,000	-	50,000
Checkerboard Park swing replacement	**ENVS-0376**	2024 CIP BUDGET	16,000	-	16,000
Sunrise Prairie Trail benches	**ENVS-0381**	2024 CIP BUDGET	25,000	-	25,000
Millermatic 252 wire feed welder	**ENVS-0382**	2024 CIP BUDGET	5,500	-	5,500
Ki Chi Saga shelter picnic tables	**ENVS-0383**	2024 CIP BUDGET	10,000	-	10,000
Trash and recycling containers for park shelters	**ENVS-0384**	2024 CIP BUDGET	20,000	-	20,000
Total 2024 CIP Budget			**$ 361,500**	**$ -**	**$ 361,500**

2024 Capital Improvement Plan
Budget to Actual
As of March 31, 2024

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	N/A	REVENUE	84,350	(5,043)	79,307
Hydrant Replacement	N/A	CARRYOVER	10,073	-	10,073
1-Ton Work Truck	PWKS-0168	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	PWKS-0206	CARRYOVER	76,563	-	76,563
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	(60,911)	19,089
Fuel Island Repairs	PWKS-0233	2023 CIP BUDGET	27,270	-	27,270
Total Carryover from 2023			**678,256**	**(65,954)**	**612,302**
1-ton Work Truck	PWKS-0167	2024 CIP BUDGET	75,000	-	75,000
Traffic Counters	PWKS-0400	2024 CIP BUDGET	20,000	-	20,000
Thermoplastic Heaters	PWKS-0401	2024 CIP BUDGET	10,000	(9,000)	1,000
938M Wheel Loader	PWKS-0402	2024 CIP BUDGET	300,000	-	300,000
Snowblower for Loader	PWKS-0403	2024 CIP BUDGET	65,000	(62,500)	2,500
Vehicle Lift	PWKS-0404	2024 CIP BUDGET	30,000	-	30,000
272D Skid Steer	PWKS-0405	2024 CIP BUDGET	85,000	(83,225)	1,775
299D Skid Steer	PWKS-0406	2024 CIP BUDGET	111,000	(111,000)	-
Chainsaws	PWKS-0407	2024 CIP BUDGET	8,000	(721)	7,279
Weedwhips	PWKS-0408	2024 CIP BUDGET	6,500	(10,350)	(3,850)
1-ton Work Truck	PWKS-0409	2024 CIP BUDGET	100,000	-	100,000
Crash Attenuator Trailers	PWKS-0410	2024 CIP BUDGET	65,000	(62,900)	2,100
Additional CIP funding for Approved Equipment	PWKS-0411	2024 CIP BUDGET	30,000	(575)	29,425
Total 2023 CIP Budget			**905,500**	**(340,271)**	**565,229**
Grand Total			**$ 1,583,756**	**$ (406,225)**	**$ 1,177,531**

TECHNOLOGY

Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	N/A	CARRYOVER	37,800	-	37,800
Relocate the Wyoming Emergency Paging Tower	ENTS-083	CARRYOVER	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	ENTS-0088	CARRYOVER	165,000	-	165,000
Replace network cores at ECC, No parts available	ENTS-0099	CARRYOVER	20,970	(20,970)	-
Replace network switches that support end user devices at the ECC / 911 due to core replacement	ENTS-0103	CARRYOVER	60,000	(5,646)	54,354
Total Carryover from 2023			**383,770**	**(26,616)**	**357,154**
Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailibility of replacement parts	ENTS-0371	2024 CIP BUDGET	100,800	-	100,800
Replace primary UPS units #1 and #2 in North Branch Data Center due to age and unavailibility of replacement parts	ENTS-0372	2024 CIP BUDGET	48,200	-	48,200
2024 Small Equipment Replacement	ENTS-0385	2024 CIP BUDGET	255,200	(145,535)	109,665
Cyber Security - Policies	ENTS-0390	2024 CIP BUDGET	50,000	-	50,000
2024 Small Equipment New Requests	ENTS-0391	2024 CIP BUDGET	36,900	(13,202)	23,698
Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room due to age and unavailability of replacement parts	ENTS-0395	2024 CIP BUDGET	48,200	-	48,200
Seim Tool - help us detect,prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	ENTS-0397	2024 CIP BUDGET	30,000	-	30,000
6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	ENTS-0415	2024 CIP BUDGET	18,500	-	18,500
IT Equipment for Probation new hires	2024 ADD	2024 CIP BUDGET	3,221	(3,221)	-
Total 2024 CIP Budget			**591,021**	**(161,958)**	**429,063**
Grand Total			**$ 974,791**	**$ (188,574)**	**$ 786,217**

HHS

Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	HHS-0195	CARRYOVER	40,000	(29,670)	10,330
HHS Interview Rooms	HHS-0196	CARRYOVER	40,000		40,000
Total			**$ 80,000**	**$ (29,670)**	**$ 50,330**

EMERGENCY MANAGEMENT

Description	Project #	Source	Budget	Actual	Remaining
EOC replacement chairs	EMGT-0386	2024 CIP BUDGET	9,295		
Total			**$ 9,295**	**$ -**	**$ 9,295**

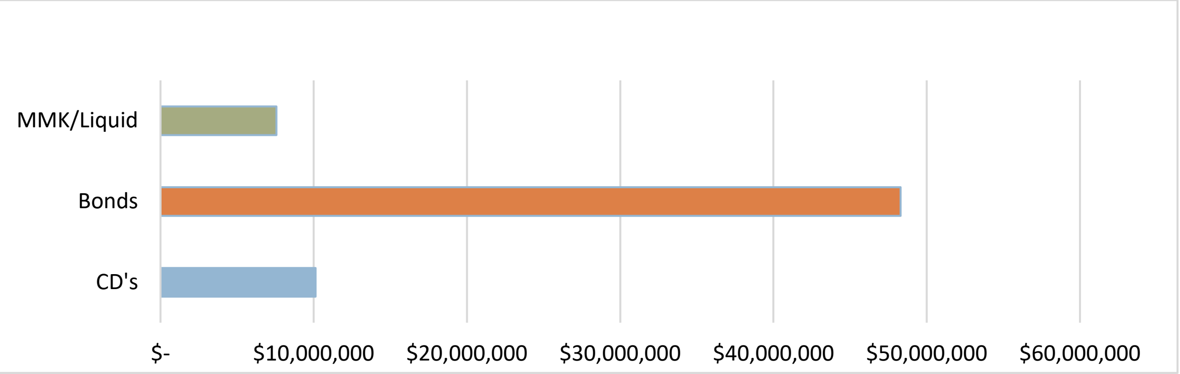
UNALLOCATED

Description		Source	Budget	Actual	Remaining
2024 Unallocated CIP Funds		CARRYOVER	60,122		
IT Equipment for Probation new hires	12/20/23 Board Mtg	TO TECHNOLOGY	(3,221)		
Total			**$ 56,901**	**$ -**	**$ 56,901**
ARMER			**$ 328,580**		**$ 328,580**
TOTAL ALL DEPARTMENTS			**$ 5,254,711**	**$ (1,163,834)**	**$ 4,195,959**

Investment Graphs
as of 3/31/2024

Investments by type:

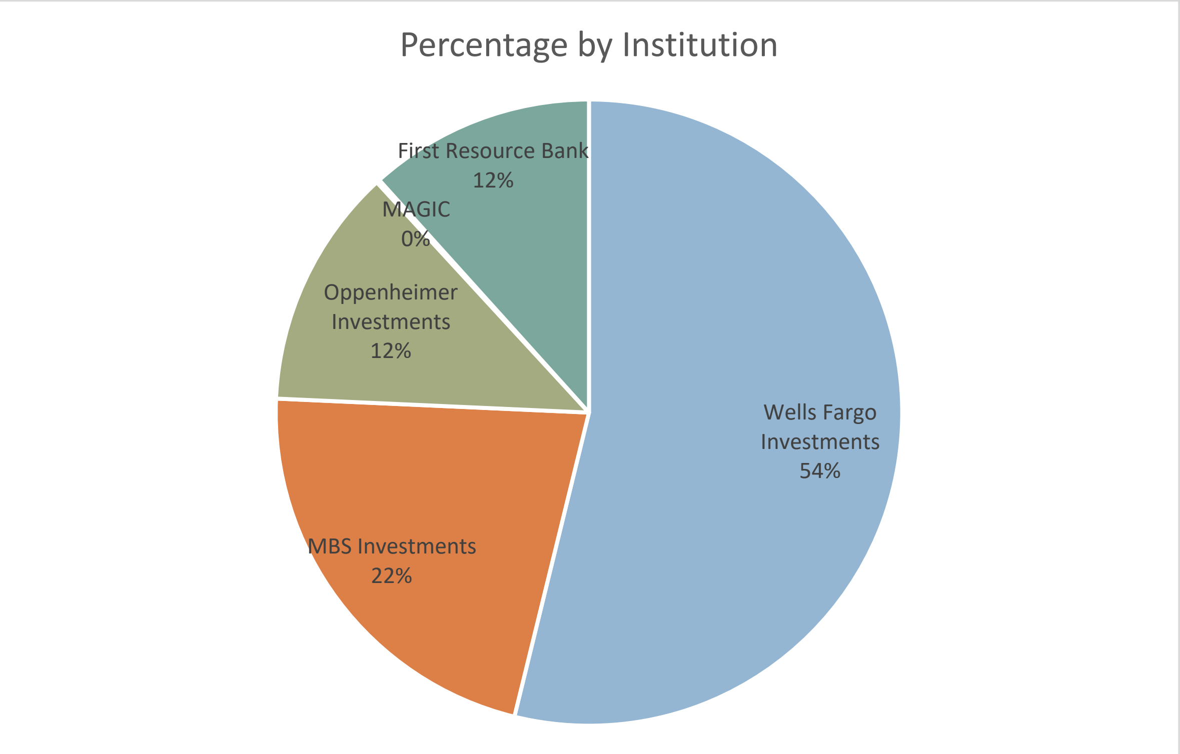
CD's	$	10,119,000.00
Bonds	$	48,294,525.01
MMK/Liquid	$	7,564,773.42
	$	65,978,298.43



Investments by Institution:

Wells Fargo Investments	$	35,514,525.01
MBS Investments	$	14,440,000.00
Oppenheimer Investments	$	8,210,000.00
MAGIC	$	112,144.10
First Resource Bank	$	7,701,629.32
	$	65,978,298.43

Average rate:	2.117%



Chisago COUNTY

Budget Adjustment Request

2024
year

this form MUST be completed electronically

Department Name: Administration
Board of Commissioners

Department Head: Chase Burnham

Reason and description of the proposed change to the Budget:

Larkin Hoffman Federal and State Representation fees are paid on one invoice for both Funding for Highway 8 and Other Transportation Projects, and general Federal Legislative Representation. The 2024 budget had those amounts split between the Board of Commissioners Budget and the Highway Budget. For ease of administration, requesting to transfer the amount budgeted in Highway to the Board of Commissioners Budget.

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

Auditor-Treasurer's comments:

KRW Reviewed 04/05/24. No comments.

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
Contract Services	03	320	000	0000	6273		$72,000
Contract Services	01	003	000	0000	6273		($72,000)
Total Revenue & (Expenditures)						$0	$0
Net Revenue/ (Expenditure) change vs. Current Budget							$0

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

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

TAB II

Title	Notes:
Financial Worker – Part Time	Replacement – long-term ON HOLD
Case Aide/Front Desk HHS	Replacement – long-term ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
Contracted Workforce Analyst	NEW Grant Funded (unknown status)
MCH Nurse 1.0 Public Health	Replacement – Reposted, declined offers; ON HOLD
Community Health Services Lead (contract)	Replacement – reposted multiple times; ON HOLD
Community Health Worker	NEW under COVID-19 Vaccine Grant – posted 8/30/2023 – ON HOLD
MCH Nurse Team Lead – Public Health	Replacement – ON HOLD
MCH/Family Home Visiting Nurse – Public Health	Replacement – ON HOLD
Social Worker/Case Manager – Children's Services	Replacement – accepted offer start date in April
Dispatcher	2 FT Vacancies as of March/April 2024 – test/interviews in April
Patrol	4 Vacancies – 1 Deputy to cover City of Stacy contract hours and 2 retirements summer 2024; 1 termination in March
CSO	1 Vacancy – post in summer 2024
Office Support – Environmental Services	1 Vacancy – accepted offer start date in April
Office Support – Probation – changed title/job description to Office and Administrative Coordinator - Probation	1 Vacancy – accepted offer start date in April
Deputy County Recorder I	1 Vacancy – accepted offer start date in April
Assistant County Attorney I	1 Vacancy – job posted until filled
Corrections Officer	1 Vacancy – interviews in April
Office Manager – Attorney	1 vacancy – posted internally until April 12
Community Health Supervisor	NEW - 1 vacancy – posted until April 8
Public Health Supervisor	Replacement - 1 vacancy – posted until April 8
Public Health Nurse FT/PT	Posted until April 7
Parks Maintenance Technician	NEW position – interviews held in March

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

TAB III

2025 Chisago County Budget

A Budget and Levy Guided by County Values

Current Mission Statement

'Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'

2025: Continuing Forward - Creating Sustainability and Consistency

Chisago County is committed to complete transparency in its budgeting and spending processes.

For the 2025 budget, Chisago County plans to use a value-based budgeting process again by seeking and analyzing every opportunity to improve efficiencies throughout the County and to better prepare Chisago County for many years to come.

WHY DOES CHISAGO COUNTY TAX RESIDENTS?

1) STATE AND FEDERAL MANDATES
2) NEEDS AND WANTS OF CITIZENS

Value Based Budgeting

What is the purpose of *Value-Based Budgeting*?

Value Based Budgeting provides a way to compare County values with the programs and services the County provides. It helps Chisago County by:

- Identifying key County Board of Commissioner goals; and
- Evaluating the impacts of these goals on County programs and services; and
- Engaging in strategic decision-making regarding funding for services and/or changes to service levels for current programs and services.

Value based Budgeting helps the community and County staff understand the County's use of its **limited** resources. This method of budgeting contributes to the County's long-term financial sustainability by encouraging explicit choices by the policymakers. These choices help the County develop a strategic budget that reflects the County's values and ensures a high level of County service to all residents.

Implementation

The first step in implementing value-based budgeting is to identify the County's goals --or "results"-- which serve as high-level, overarching objectives for the County and are representative of the community priorities. Results should:

- Be clear, understandable and measurable;
- Reflect the objectives and priorities of Board and the community.
- Accommodate potentially diverse views;
- Incorporate majority, as well as minority opinions; and,
- Be definable.

At the January 2nd, 2024 County Board Organizational Meeting, the Commissioners listed their goals as follows;

1) Make time for each commissioner to visit each Chisago County District
2) Continual Road Improvements
3) Reduce overall tax per capita
4) Improve Employee Relations
5) Support 2023 Annual Report
6) Board continues to operate respectfully
7) Improve Tax Base
8) Create more business development opportunities

Value Based Budgeting will help us define our priority objectives and create a budget based on achieving those objectives. Based on the Board goals, the following are common results in value-based budgets:

- Accessible and connected community (*transportation/public works infrastructure*)
- Economically vital community (*support and create economic development*)

Strategic Goals and Strategies

Short-term and long-term goals are vital to the development of Chisago County into a more efficient governmental entity by providing a plan to strive towards and achieve.

EXAMPLE OF VALUES:

• **Looking forward**: Preparing for the changes that future Chisago County residents are expected to be older, have fewer children and represent more ethnic minorities.

• **An Active Community**: Design the County to maximize social connections and programs that generate greater usage of public parks and trails in Chisago County.

• **Chisago is a Destination**: Supporting projects that better attract new residents, new businesses, restaurants, retail, and recreational opportunities.

• **Putting it to Work**: The Board of Commissioners, County staff, and community TRANSPARENTLY work together on all plans.

2025 Chisago County Budget Development

The County's fiscal year spans from January 1st to December 31st; however, the budget development process begins in early April with the Board of Commissioners setting a Preliminary Budget Schedule for preparation of the up-coming 2025 budget.

The County Administrator presents the Board and the Department Heads the DRAFT budget schedule with instructions. The schedule sets the deadlines for departmental budget submissions, department meetings with the Budget and Finance Committee and the Capital Improvement Plan.

The Board must adopt the preliminary 2025 budget and levy by the end of September 2024 (pursuant to MN Stat. 275.065). By adopting the preliminary budget in September, the Board has time to incorporate any adjustments to the budget which result in a reduction to the preliminary budget or levy.

The County Board has set the Truth in Taxation Hearing for December 4th, 2024. At the TNT Hearing, the County Administrator presents the proposed 2024 budget and levy to the public and the Board of Commissioners. The FINAL 2025 Budget and Levy must be adopted by December 25th, 2024 (pursuant to MN Stat. 275.07).

<u>FY 2025 Budget Process Schedule</u> *(as of April 10, 2024)*

April 10th	Budget Schedule Presented	Budget & Finance Committee
Late April – Early May	Management Team Meeting to review Budget preparation and Instructions to Department Heads (OpenGov Refresher) - Staffing Review/Preview	Administration/Management Team
May – July	Meetings with Department Directors/Staff to review Draft Department Budgets	Admin &Auditor-Treasurer - Departments
Late July – Early August	Management Team Meeting to review FY 2025 Budget	Administration/MAT
August 9th	Budget & Finance Committee Meeting to continue Draft FY 2025 Budget Review - Brief Department Presentations to Board, *if desired*	Budget & Finance Committee - Admin & Departments
August 21st	County Administrator presents Draft FY 2025 Budget to County Board - Brief Department Presentations to Board, *if desired*	County Board, Administration & Departments
September 64h	County Board considers Preliminary Levy, *if desired* Must be adopted by end of September (MN Stat. 275.065)	County Board
September 11th	Budget & Finance Committee Meeting to continue Draft FY 2025 Budget Review, *if needed*	County Board

September 18th	County Board ADOPTS Preliminary Levy, *if needed* - Must be adopted by end of September (MN Stat. 275.065)	County Board
December 4th	Budget Information Meeting held (TNT) and adoption of final FY 2025 Budget (operating and capital) and Levy, *if desired* - Must be adopted by December 25th, 2024 (MN Stat. 275.07)	County Board
December 20th	Final FY 2025 Budget (operating and capital) and Levy adopted, *if needed* - Must be adopted by December 25th, 2024 (MN Stat. 275.07)	County Board

Basis of Budgeting

The use of fund accounting is one of the basic requirements of generally accepted accounting principles (GAAP) for government, and one of the major differences between government and private-sector accounting. It requires separate record keeping for each respective activity type.

Governmental fund budgets are based on a modified accrual basis of accounting, under the guidelines of Generally Accepted Accounting Principles (GAAP). These funds are used to account for "government-type" activities of the County and receive a significant portion of their funding from property taxes, state aids and various grants. The County's General Fund, Debt Service Fund, Road and Bridge Fund, Health and Human Services Fund and Capital Improvement Plan Fund are examples of Governmental fund budgets.

Budget Procedure

Draft department budgets are prepared using a uniform layout, using the OpenGov software. The format is used for a consistent approach to each department's draft budget. It also to better analyze the proposed budget and is presented in a budget document, created by the County Auditor/Treasurer's Office.

Line-item expenditures are reviewed during budget preparation; however, budgetary decisions are based on total departmental budgets. For comparative purposes, two years of actual expenditures and the previous year's budget are shown during the budgeting process for comparison purposes.

Capital Improvement Plan

The Capital Improvement Plan (CIP) is a plan that covers major one-time capital expenditures in; Vehicles and Equipment; New Facilities Construction; and Facilities Maintenance & Replacement. The CIP is funded using County Program Aid and previous year CIP carryover funds, which is given from the Minnesota Legislature to Chisago County.

The CIP provides a strategic approach to financing and facilitating capital projects envisioned in the comprehensive plan. The CIP is a separate document from the Budget. Elements of the document are adopted by the Board of Commissioners in separate action from the budget. Operational expenses related to capital, if any, are accounted for and incorporated into the appropriate operating budget.

Budget Monitoring & Budget Adjustments

The County Administrator and the County Auditor/Treasurer monitor the actual expenditures and revenue receipts of the County Departments, but adjustments may be made so that the County's Budget remains in balance throughout the fiscal year by the County Board of Commissioners.

On a monthly basis, the County Auditor-Treasurer and staff prepare a report, which is presented to the Budget and Finance Committee (2nd Wednesday of each month at 3:00 pm in the County Boardroom) that details the activity within each budget category and provides summary information on the status of the County's Budget. Actions that are necessary to ensure a healthy budget status at the end of the fiscal year are recommended in the budget status report; other items which have major fiscal impacts are also reviewed.

Supplemental appropriations, which are normally financed by unanticipated revenues during the year, and any amendments or transfers of appropriations between summary accounts or departments, must be approved by the Board of Commissioners.

FY 2025 Budget Process Schedule (*as of April 10, 2024*)

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ARPA – Broadband Grant – Midco

The Chisago County Board of Commissioners have allocated $2,000,000 of their total $10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funds for the expansion of high-speed broadband within Chisago County at the March 1st, 2023 Board of Commissioners Meeting.

The American Relief Plan Act requires that eligible broadband projects must provide service upon completion that meet or exceeds 100 Mbps symmetrical service. Eligible projects are also required to participate in federal low-income subsidy programs upon completion and are encouraged to provide at least one low-cost option for service.

Projects must be "substantially complete", and funds must be expended by December 31, 2026.

The term broadband typically means the home or business is served by high-speed Internet access that is always available to the user and is faster than dial-up technology. This service can be delivered by these technologies: Satellite, wireless techniques, fiber, a cable modem, digital subscriber line (DSL) or overpower lines (BPL).

Midco requests **$223,900** of funding from Chisago County to partner with Midco who will construct fiber broadband service to 92 un/underserved passings in Chisago County. Total cost of the project is $478,900. Midco will contribute $255,000 and is requesting $223,900 (approximately 47% of total project cost) from the Chisago County ARPA Broadband Grant Program. A public-private partnership is required in order to make these builds financially feasible.

Midco will build a FTTP (Fiber To The Premises) underground access network using the 10GE EPON technology service delivery platform for providing high speed data, video and telephone service. With Midco's FTTP network, customers will have multiple broadband speed tier choices, from 250 Mbps/250 Mbps up to 5 Gbps/5 Gbps. Additionally, Midco offers an Internet Basics service tier (low-cost option) for those eligible customers.

ARPA Chisago County Broadband Program

ARPA PROGRAM	$1,483,688.00	Board Approved	Company
Hometown Fiber	$99,950.00		Hometown Fiber - Consulting
Harris	$186,736.00	3/15/2023	Lumen (Centurylink)
Wyoming	$60,300.00	6/7/2023	Midcontinental Communications
Chisago Lakes Twp	$171,000.00	6/7/2023	Midcontinental Communications
Franconia Twp	$200,000.00	8/2/2023	Hometown Internet
Amador Twp	$200,000.00	11/15/2023	Hometown Internet
Midco	$149,000.00	11/15/2023	Midcontinental Communications
East Central Energy	$200,000.00	12/20/2023	East Central Energy
TOTAL	$1,266,986.00		
Remaining (in 2024)	$216,702.00		
Shafer Twp	$200,000.00	1/17/2024	Hometown Internet
Remaining (after 1/17/24)	$16,702.00		

Attachment:

- ARPA Grant Application

APPLICATION

Application must be completed in full to be considered

APPLICANT: **Midcontinent Communications**

Address: **3600 Minnesota Drive, Suite 700, Edina, MN 55435**

Primary Contact Person: **Andrew Curley**

Primary Contact Email: **andrew.curley@midco.com**

Primary Contact Title: **Senior Director of Government Relations**

Secondary Contact Person: **Amanda Kottenstette**

Secondary Contact Title: **Senior Manager of Corporate Development**

Secondary Contact E-Mail: **amanda.kottenstette@midco.com**

Federal Tax Identification Number: **41-1957148**

ARPA Broadband Grant Program Funds:

Please provide the specific unserved or underserved area located within Chisago County where the requested ARPA funds will be used to deliver high speed, reliable and affordable internet, which has a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps).

See Supplemental Pages

Please provide what specific costs the funds will be used to address, pre-engineering, purchase of materials, labor costs, and community engagement.

See Supplemental Pages

ACKNOWLEGEMENT:

I hereby certified that this application for Chisago County's ARPA Broadband Grant Program is true and accurate to the best of my knowledge.

Andrew Curley

3/27/24

Applicant Contact Person

Signature Date

MIDCO®

March 27, 2024

RE: Chisago County ARPA Broadband Grant Program

Part 1: Please provide the specific unserved or underserved area located within Chisago County where the requested ARPA funds will be used to deliver high speed, reliable and affordable internet, which has a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps).

EXECUTIVE SUMMARY:

Midco requests $223,900 of funding from Chisago County to partner with Midco who will construct fiber broadband service to 92 un/underserved passings in Chisago County. Total cost of the project is $478,900. Midco will contribute $255,000 and is requesting $223,900 (approximately 47% of total project cost) from the Chisago County ARPA Broadband Grant Program. A public-private partnership is required in order to make these builds financially feasible.

Midco will build a FTTP (Fiber To The Premises) underground access network using the 10GE EPON technology service delivery platform for providing high speed data, video and telephone service. With Midco's FTTP network, customers will have multiple broadband speed tier choices, from 250 Mbps/250 Mbps up to 5 Gbps/5 Gbps. Additionally, Midco offers an Internet Basics service tier (low cost option) for those eligible customers.

Midco is committed to closing the digital divide in Chisago County by continually evaluating future build areas to connect more unserved and underserved homes every year. We look forward to the opportunity to provide next-generation connectivity to the residents, students and workers living in these rural areas – as well as to support small businesses.

PROJECT AREAS:

Midco will build a fiber to the premise (FTTP) design in three Chisago County areas. Refer **Exhibit 1** of this application for project area maps.

	Proposed Project Area	Description	Un/Underserved Passings
1	Lent Township (North of Stacy)	339th St. (off Hemingway Ave.)	7
2	Chisago Lakes Township (SE of Chisago City)	250th St. (off Lofton Ave.)	17*
3	North Branch	410th St. & Greystone Ave	68
	TOTAL		**92***

**Of the 92 total passings, 1 passing falls into an awarded Windstream RDOF area. Midco will build to this location with 100% private capital.*

P.O. Box 5010 | Sioux Falls, SD 57117-5010

SPEEDS:

Upon buildout, 92 currently un/underserved residents will have access to Midco's FTTP network, with broadband speed tier choices from 250 Mbps symmetrical up to 5 Gig symmetrical. Additionally, Midco offers an Internet Basics service tier (low cost option) for those eligible customers. Midco is proud to participate in both the Affordable Connectivity Program (ACP) and Lifeline. The FCC is currently not taking new applications for ACP due to the lack of additional funds to continue the program past April. As part of this transition, Midco is encouraging eligible customers who are not already enrolled in Lifeline to submit an application to USAC. This will allow those households to continue receiving a credit toward their service with Midco.

PROJECT TIMELINE:

- North Branch project area: Plans to construct and launch in 2024
- Lent Township and Chisago Lakes Township project areas: Construct and launch services in 2025, with possible rollover of construction activities or service deployment to early 2026 depending on contractor and material availability and/or weather.

Part 2: Please provide what specific costs the funds will be used to address, pre-engineering, purchase of materials, labor costs, and community engagement.

The total estimated cost for the project is $478,900. This consists of:

Construction Labor FTTP: $319,800

Construction Materials FTTP: $122,400

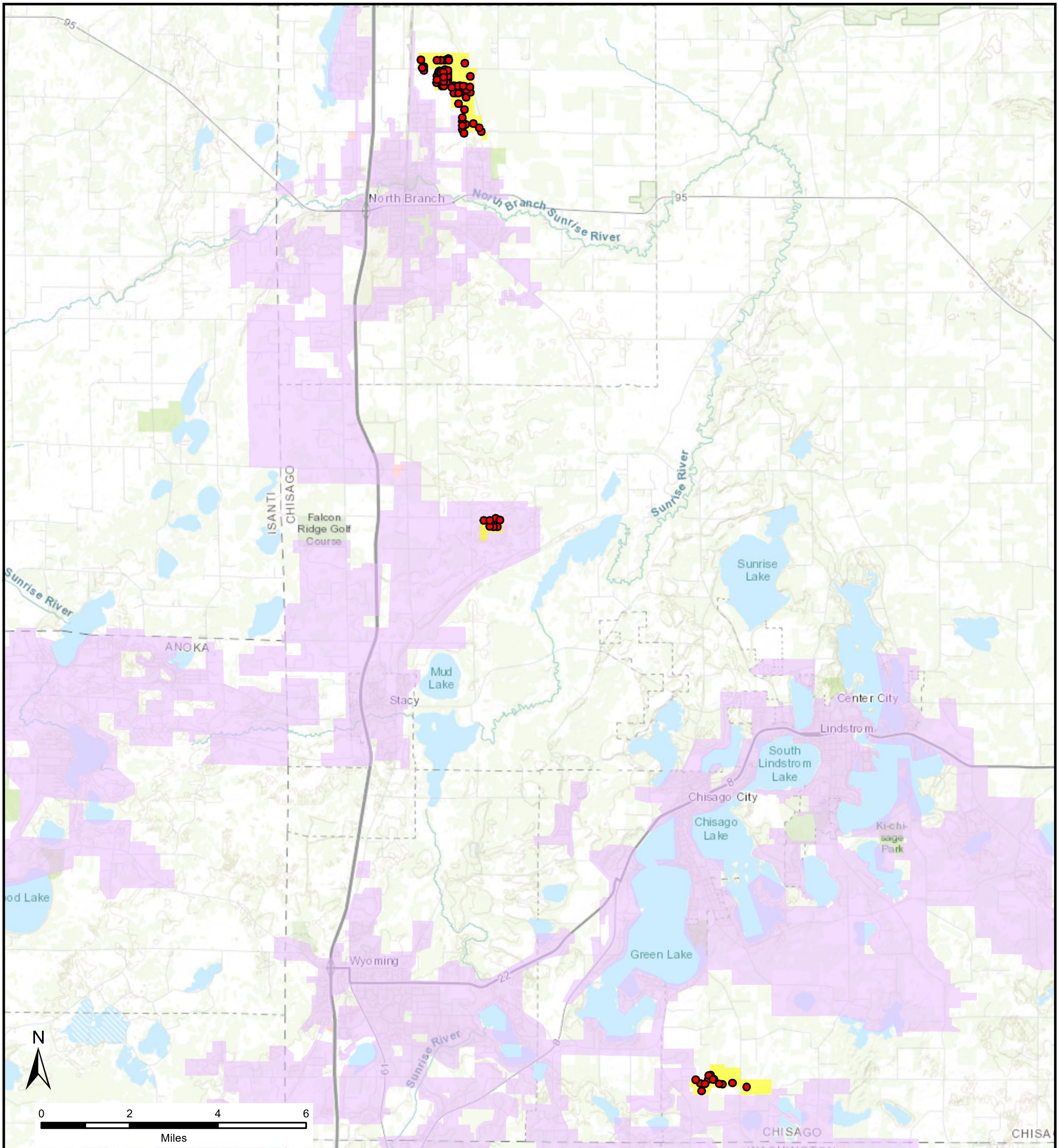
Electronics: $36,700

Since Midco is the current provider in the area, no pre-engineering costs or special community engagement costs will be rolled into the cost of this project. In addition, Midco will cover 100% of the costs of fiber drops to the homes from the main fiber route.

Midco Funding: $255,000 (approximately 53% of project costs)

Chisago County Funding: $223,900 (approximately 47% of project costs)

P.O. Box 5010 | Sioux Falls, SD 57117-5010



MIDCO®

Exhibit 1

Chisago County ARPA

Proposed Project Areas

Legend

- Addresses
- Grant Request Area
- Midco Existing Coverage
- Midco Planned Coverage

TAB

ICS – Capital Building Planning Professional Services Contract

ICS LLC has approached Chisago County to provide the County with a facility assessment of Chisago County Government Center in Center City. This assessment will assist in creating a plan for the future of the Government Building and its location.

ICS would facilitate listening sessions with stakeholders to determine a collective vision for the County's operational facility needs (8 total listening sessions).

ICS will recommend projects to address deficiencies in the Government Center that should be incorporated into the County CIP.

Utilizing the information and report on the facility, ICS will assist the County to formulate a long-range facility plan for the Government Center.

The cost of the ICS work is **$20,505.00 + reimbursable expenses (<$2,500)**.

Attachment:

- ICS Professional Services Agreement Proposal
- ICS Addendum

ICS

A LEGENCE Company

Chisago County

313 N Main Street, Center City, MN 55012

Professional Services Agreement

March 20th, 2024

Chisago County
MINNESOTA

1331 Tyler Street NE, Minneapolis, Minnesota 55413
Ph: (763) 354-2670 / Fax: (763) 780-2866 / ics-builds.com

3/20/2024

Chase Burnham
County Administrator
Chisago County
Center City, MN 55012

ICS
A LEGENCE Company

1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Chisago County
Professional Services Agreement

Dear Chase:

ICS is pleased to provide you with this letter of understanding and proposal to implement a facility assessment of Chisago County facilities, input the data into ICS's proprietary software tool, and present the outcomes of the data collected to help plan for the future of the Chisago County Government Center.

We will work collaboratively with County Administration and Department Leaders to retrieve information of existing facility spaces and their suggested use, as well as data provided by the county, to utilize our industry knowledge and expertise to assist in creating a plan for the future of the Government building and its location. Additionally, our approach will analyze and change the data as necessary and provide relevant reporting. The goal of these efforts is to provide Chisago County reports that assist to effectively budget, communicate, and implement ongoing existing facility needs.

We would be happy to discuss this proposal with you and county leadership for clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to building a working relationship with Chisago County to complete this County-Wide Facilities Assessment to benefit the future of the Chisago County Government Center.

Please do not hesitate to contact me with any questions.

Sincerely,

Kristin Duerr

Kristin Duerr
Business Development Specialist
ICS

CC: File
Jason Splett, ICS
Chris Ziemer, ICS
Brian Mohr, ICS

BUILDING STRONG CONNECTIONS

Table of Contents

Appendices

Professional Services Agreement

Chisago County

I. Introduction	ICS is pleased to present this Professional Services Agreement (PSA) to provide facility and space needs assessment services on behalf of Chisago County. Our services include providing the level of effort and expertise needed to deliver a scope of services that meets the needs of the County.

II. Phase I – Staff Engagement and Facility Assessment

1.0 Staff Engagement:

ICS shall facilitate a series of Listening Sessions with key stakeholder groups to gather their input. If applicable, the stakeholder groups may include Administration, department heads, Sheriff's Office, Judges, etc. During the workshops, participants will complete needs prioritization using a variety of ICS 's tools. The output of these meetings is to define a collective vision for the County, from staff and operational needs to facility improvement needs. ICS includes up to eight (8) total listening sessions as part of this agreement.

2.0 Data Gathering and Analysis:

ICS will complete a facility assessment for the Chisago County Government Center, with the option of assessing other facilities owned by the County, noting deficiencies and projects that should be incorporated into the county's annual capital improvement plan (CIP) including preliminary budget estimates for identified items.

The scope of services for this assessment will include collection of data and information that will provide a baseline of the following buildings systems and components:

- Building Component and Systems Review
  - Facility Site (including parking lots, sidewalks, landscaping, etc.)
  - Building Envelope (exterior walls, sealants, windows, roofs, etc.)
  - Building Interior Finishes (flooring, walls & ceilings)
  - Mechanical Systems (HVAC, plumbing, controls, etc.)
  - Electrical Systems (service, power distribution, lighting, etc.)
  - Life Safety Systems (PA, fire alarm, fire protection, security, etc.)
  - Accessibility Issues (building and site)
- Space Needs Analysis and Existing Programming
  - Evaluate the existing facilities space constraints.
  - Evaluate existing departments and current space use.
  - Determine space needs of departments based on current need and room for growth in the future.
  - Evaluate the advantages and/or disadvantages of staying in the current building, relocating to another facility or constructing a new facility.

To help control costs during the Assessment Phase, the County agrees to provide access to County personnel and any internal information (i.e., past reports, scope from past projects, existing building plans, etc.). ICS will review Prior to the site visits; ICS will review and organize any information provided by Chisago County prior to the site visits for potential use in the final report. The observations and categorizing of identified deficiencies will be formatted into a capital improvement plan.

Utilizing the data collected on site and provided by Chisago County, ICS will input the current deferred maintenance and/or capital facilities needs into ICS's proprietary software, CIP360. During data entry, ICS will input each line item into the relevant "systems" and "components" as developed within the software.

Additionally, ICS will meet with designated Chisago County staff to review the data collected and agree upon the following:

- Identify which projects would require consultants (i.e., architect, engineers, etc.) and any other associated soft costs.
- Inflationary rate to be applied to the identified county's needs.
- Identify and strategize on scopes of work that best address the deficiencies identified.

These items will help provide outcomes that clearly identify all costs involved with a specific project or wider scopes of work and will give the county a better understanding of all costs involved associated with upkeep of the current facilities.

3.0 Deliverable:

ICS will work with the county to develop reports based on the data that was gathered during site visits and meetings with staff. It is expected that ICS will need to provide some level of custom reports to meet the needs of Chisago County. All reports will be exported and generated through Microsoft Excel.

III. Phase II – Plan Development

Utilizing the report generated from the Data Gathering and Analysis effort, ICS will assist Chisago County to formulate its Long-Range Facilility Plan. It is expected the Plan shall be objective and identify potential financial resources necessary to execute it. ICS Services shall include:

1.0 Presentation and Revision of Preliminary Plans

1.1 Identify current facility programming needs including cost estimates.
1.2 If new or replacement facilities are desired, provide budgets and justification.
1.3 Identify potential funding sources and work with the County's financial advisor to develop fundable solutions.
1.4 Revise scenarios with incorporated feedback and provide recommendations.

2.0 Communication:

2.1 Facilitate up to two (2) work sessions with the County Board of Commissioners.
2.2 Supporting the County with local media/communications as needed.
2.3 Provide updates to the County Board of Commissioners, as needed.

Once a preliminary Capital Improvement Plan is developed, ICS and the County may provide formal opportunities for the community to review and comment on the preliminary plan. Ultimately the outcome of Phase I will be a capital improvement plan the County can act on.

3.0 Deliverables:

3.1 A Capital Improvement Plan (CIP) that can be presented to the County Board of Commissioners and utilized to budget and plan future facilities related projects.

Deliverables NOT Included:

3.2 Renderings and/or scale models are **NOT** included.

3.3 Full architectural and engineering drawings are **NOT** included.

IV. Implementation Schedule

ICS will work with county staff to commence work upon acceptance of this proposal and will complete the work described in a timely fashion. We anticipate the duration of our total effort to be 6-8 weeks dependent upon availability of existing information and staff availability. ICS has the bandwidth to complete this work upon approval. But we can also complete this work on the county's schedule as well and will work around occupied buildings if needed.

V. Basis of Compensation

Compensation for completion of all work as described above is proposed as a lump sum amount of **$20,505.00**. The actual amount billed for ICS 's services monthly will be based on ICS 's estimate of the proportion of total services completed during the billing period.

Reimbursable expenses (i.e., mileage, reproduction, printing, postage, etc.) will be billed at 1.25% actual cost. Please note that we do not anticipate reimbursables exceeding **$2,500** for this project. If we foresee reimbursables exceeding this estimate, we will notify Chisago County prior to proceeding.

Additionally, access to the information located in the CIP 360 software under this agreement is in effect for the duration of one year from execution of the agreement. If the county would like to continue the utilization of the software tool, this will occur at an annual cost of **$3,000**.

For project work beyond services outlined in proposal and/or any changes to the agreed upon scope of services or project duration, services will be billed on a time and materials basis in addition to the above noted fees. However, additional work will not be conducted without approval by Chisago County.

Implementation / Construction Phase:

Upon development of any solutions or project scopes to be implemented may begin immediately following Board approval. As the owner's partner for the Plan, ICS may utilize the services of sub consultants. The County will have the right to reject the selection of these or any sub-consultants. It is the County's intent to utilize ICS for professional services as described below:

Professional Services

Upon Development of the final project scope and schedule, ICS proposes to provide construction phase representation services with compensation to be structured as a lump sum fixed fee. Our role during this phase of the process can range from providing comprehensive owner's representative services to full program management services including design, construction management and commissioning. Upon determination of the actual improvement scopes, we will work collaboratively with the County's administration to determine the most advantageous delivery methodology to utilize for the specific projects. This lump sum fixed fee will be finalized with the County following determination of the project scope and timeline.

Professional services do not include competitively bid construction contracts. Construction contracts will be entered into by the County directly with contactors utilizing Minnesota statutes for competitive bidding requirements.

Compensation

It is the intent of both parties that fees for services for the plan implementation, if the County proceeds forward with a project as a result of the process, will be negotiated by both parties. ICS and the county will utilize standard AIA contract documentation as the basis of the contracts, and both parties agree to negotiate in good faith for final fee percentages and terms and conditions based on the final scope of work established under this Project Services Agreement effort. Refer to Appendix C for industry standard fee ranges.

VI. Acceptance

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for your consideration of this proposal; and we look forward to building a relationship with Chisago County to complete this county-wide facilities assessment.

Appendix A

General Conditions

General Conditions

1. Agreement:

This is an agreement ("Agreement") between Chisago County ("Client"), and ICS, LLC (ICS), collectively, the "Parties." This Agreement includes (1) the Project Proposal ("Proposal") attached; (2) these General Terms and Conditions, Exhibit A; (3) Signature Page, Exhibit B; (4) Billing Rates, Exhibit C; and (5) Notification of Equal Employment / Affirmative Action Compliance, Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

2. Professional Services:

The Client engages ICS to provide professional project services ("Professional Services") in connection with the project at the Client's location ("Project") described in the Proposal's Scope of Services. Other services mutually agreed upon by the Parties ("Other Services") not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS 's Fee Schedule attached as Exhibit C.

3. Work Product:

Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS 's work product to any other persons or entities without ICS 's prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client's indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.

4. Payment:

The Client shall pay ICS's invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Standard of Care:

ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS 's profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.

6. Limitation of Liability:

To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance regarding any claim or cause of action related in any way to this Agreement, the Project, or the Professional Services, shall be limited to fifty-thousand dollars ($50,000). The Client herby releases ICS for all liability above such amount. This Limitation of Liability applies to all claims, no matter how stated, asserted, alleged, or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum merit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS 's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

7. Insurance:

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

(a) Employers' Liability:	$1,000,000.00.
(b) General Liability:	$2,000,000.00 Occurrence; $4,000,000.00 Aggregate
(c) Automobile Insurance:	$1,000,000.00 Liability.
(d) Umbrella Liability:	$1,000,000.00 Occurrence; $1,000,000.00 Aggregate
(e) Professional Liability:	$5,000,000.00 Each Claim; $5,000,000.00 Annual Aggregate

8. Client Responsibilities:

The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.

9. Hazardous Materials:

It is acknowledged by both parties that ICS scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

10. Assessment Software (CIP 360):

Owner acknowledges and agrees that the proprietary software designed merely to assist ICS and its agents in the performance of their professional activities and is not intended to replace the professional skill and judgement of ICS and/or its agents. ICS shall retain full control over the use of the Software, including input of information and analysis thereof, and any modification or enhancements thereto.

a. As part of our Service we grant to you, subject to the terms and conditions of the Agreement, use of our proprietary software and the proprietary software. This software may be used in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with this Service Agreement. Neither you (and if you are an organization, none of your employees) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of our software; modify, translate, or create derivative works based on our software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to our software; use our for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on our software. Because our software is proprietary, you agree not to publish or disclose to third parties any evaluation of our software without our prior written consent. You acknowledge that ICS (and/or our partners) retains exclusive ownership throughout the world of our software, any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this use will terminate, and you, and any user accessing the Service by means of an organization account, if applicable, will cease to use or have access to the Software.

b. Owner may only use the Software for Owner's own internal data-processing and not, for example, for time-sharing, training, rental or as a service bureau. End User is not permitted to: (i) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Software, or any license keys, passwords or usernames to the Software, (ii) make the Software, or use thereof, publicly available or available on a network for use by multiple users; (iii) prepare derivative works based on or otherwise modify the Software, in whole or in part; (iv) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Software, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (v) misrepresent the source or ownership of the Software; or (vi) scrape, build databases or otherwise create permanent copies of content returned from the Software.

11. Dispute Resolution:

Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

12. Termination:

a. This Agreement may be terminated upon than seven (7) business days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials, and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus termination expenses of 25% of all unbilled fees.

b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.

c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16th calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

13. Other Provisions:

a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.
c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
d. It is specifically always understood and agreed that pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.
g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

End of General Conditions

Appendix B

Signature Page

Signature Page

Chisago County
Professional Services Agreement
3/20/2024

Proposal Terms

Terms of payment of services are delineated in the proposal dated 3/20/2024.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this Professional Services Agreement. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions and the proposal.

Chisago County

____
Date

____
Printed Name

____
Authorized Signature

ICS

____
Date

____
Printed Name

____
Authorized Signature

Appendix C

Billing Rates

Billing Rates

Chisago County
Professional Services Agreement
3/20/2024

2024 Hourly Rate Schedule					
Personnel Description:					**Rate/Hour:**
Construction Executive				$	180.00
Project Director				$	150.00
Safety Director				$	135.00
Senior Project Manager				$	140.00
Project Manager				$	130.00
General Superintendent				$	140.00
Site Superintendent				$	125.00
Project Engineer				$	95.00
Clerical / Accounting				$	70.00
Industry Standard Fee Range:	**Typical Design Fee:**		**Typical CM Fee:**		
Heavy Renovation / Remodeling	7.50% - 8.50%		2.50% - 3.80%		
Light Renovation / Remodeling	7.00% - 8.00%		2.50% - 3.50%		
Additions	6.00% - 7.50%		2.50% - 3.50%		
New Construction	5.00% - 6.00%		1.50% - 3.00%		
Flat Rates for Reimbursable Items:		**Rate Monthly / Weekly**			
Site Trailer		$	1,600.00	per month	
Office Supplies / Equipment		$	300.00	per month	
Phones / Internet / Technology		$	550.00	per month	
Superintendent Truck		$	1,400.00	per month	
Project Construction Mileage		$	1,000.00	per month	
Safety Supplies and Signage		$	350.00	per month	
Pre-Construction Mileage		$	250.00	per month	
Superintendent Lodging / Meals		$	1,000.00	per week	

Appendix D

Notification of Equal Employment Opportunity / Affirmative Action Compliance

Notification of Equal Employment Opportunity/Affirmative Action Compliance

Chisago County
Professional Services Agreement
3/20/2024
4/21/2023

ICS
A LEGENCE Company

1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

As part of ICS's compliance with the federal Equal Employment Opportunity and the State of Minnesota's Affirmative Action Plan (AAP), we hereby notify you that ICS Consulting, LLC is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

ICS takes affirmative steps to employ and advance employment-qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. ICS further notifies you that as an entity supplying goods or services to ICS, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); and
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741); and
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between ICS and your company.

Sincerely,

Andy Faulkner
President
ICS

ADDENDUM TO
ICS, PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

Whereas, ICS, the Consultant, Chisago County, a subdivision of the State of Minnesota intend to enter into a Professional Services Agreement for the purchase of services provided by ICS; and

Whereas, certain provisions of Minnesota law are applicable to all contracts entered into by the Customer, Chisago County;

Therefore, as additions to the terms and conditions as set forth in the Agreement, the Parties hereto agree to be bound by the following:

A. **Prompt Payment to Subcontractors**. In the event ICS subcontracts any or all of the work under this Agreement, ICS shall comply with Minn. Stat. §471.425, Subd. 4a and pay the subcontractor within ten (10) days of receipt of payment from Customer, a government entity and political subdivision of the State of Minnesota.

B. **Insurance**. The Consultant's insurance coverages in excess of the level set forth in the Municipal Tort Claims Act, Minn. Stat. 466, said coverage shall not constitute a waiver of those limits available to the Customer, Chisago County.

C. **Non-discrimination**. In addition to compliance with federal Equal Employment Opportunity/Affirmative Action as set forth in Exhibit D, Consultant will comply with the provisions of Minn. Stat. §181.59 which requires:

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

D. **State Audits**. The books, records, documents and accounting procedures and practices of ICS relevant to this contract, shall be subject to examination by the Customer and any county, state or legislative auditor, for a minimum of six (6) years, pursuant to Minn. Stat. 16C.05, Subd. 5.

E. **Affirmative Action.** The Customer intends to carry out its responsibility under Minn. Stat. §363A.36 requiring that ICS comply with the Affirmative Action Requirements. The Contractor, ICS, with over 40 full-time employees on a single working day within the past twelve (12) months, shall comply with all requirements of Minnesota's affirmative action provisions, and if ICS does not have a Certificate of Compliance, that ICS shall certify that it is in compliance with federal affirmative action requirements.

Customer Chisago County:	CONSULTANT
______________________________	______________________________
Chair of the Bd of Commissioners	

Affirmed:

____

Clerk to the Board

Reviewed as to Content:

Janet Reiter

Chisago County Attorney

Reviewed: ______________________Date: ________

Janet Reiter
Chisago County Attorney

TAB I

Chisago County Sheriff's Office

Chisago County Sheriff Brandon Thyen would like to discuss the following with the Chisago County Budget and Finance Committee;

a. Office of Traffic Safety TZD Deputy Position

b. Public Safety Funds Expenditure – SIGMA Tactical Wellness

c. CCSO New Snowmobile

TAB II

<u>Construction Program Funding – Public Works</u>

Chisago County Highway Engineer Joe Triplett would like to discuss the Construction Program Funding with the Chisago County Budget and Finance Committee

TAB VIII

Baker Tilly Engagement Letter

Baker Tilly serves in an advisory capacity to Chisago County. Chisago County is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide (the County Auditor-Treasurer's Office). Chisago County is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services and responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Baker Tilly Municipal Advisors, LLC (BTMA) has requested an updated engagement letter related to the services they provide. This updated engagement letter includes an updated fee structure.

The overall agreement is divided into 3 sections;

1. **Engagement Letter (pages 1-7)** – The letter outlines the basis of the engagement, including:
   a. Scope – Services will be at the request of the Client.
   b. Management Responsibilities – Baker Tilly (BT) will serve in an advisory capacity; the County is responsible for management.
   c. Intellectual Property – Client owns right to defined deliverables. BT retains ownership of proprietary programs, modules, etc.
   d. Timing and Fees – Services and fees will be outlined in a Scope Appendix prior to engagements.
   e. Dispute Resolution – Administered by the American Arbitration Association.
   f. Limitation on Damages – Damages shall not exceed the fees applicable in the Scope Appendix unless there is gross negligence.
   g. Other Matters – Includes disclosures such as non-discrimination and anti-nepotism.
   h. Termination – Both the Client and BT have the right to terminate the engagement at any time.
   i. Attachment A: Important Disclosures – Outlines affiliate members of Baker Tilly and describes the potential conflicts with various fee arrangements.

2. **Scope Appendix re: Municipal Advisory Services – Debt Issuance, Arbitrage, Continuing Disclosure, Economic Development (pages 8-13)** – The services outlined in the Scope of Work will cover the vast majority of engagements, including financial planning, bond issuance, arbitrage monitoring services, continuing disclosure, and economic development. These are all services BT has provided the County in the past. If BT is engaged to perform work outside of the Scope of Work, a separate Scope Appendix will be provided to the Client.

3. **Compensation and Invoicing (pages 14-18) –** This section outlines the fee scheduled for bond issuances, arbitrage monitoring and continuing disclosure services, as well as specific services charged on an hourly basis. I will provide information in a separate communication to the changes in the fee structures.

Attachment:

- Baker Tilly Engagement Letter Agreement Related to Services

Baker Tilly US, LLP
30 East Seventh Street
Suite 3025
Saint Paul, MN 55101

651-223-3086
bakertilly.com

March 24, 2024

Chisago County, Minnesota
Attn: Ms. Bridgitte S. Konrad, Auditor-Treasurer
313 North Main Street
Center City, MN 55012

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by Chisago County, Minnesota (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client’s separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq*. Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

The Firm is aware of the provisions under I.C. 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the ‘written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly’s independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Elizabeth Bergman

Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: ________________________________

Title: ________________________________

Date: ________________________________

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Municipal Advisory Services – Debt Issuance, Arbitrage and Continuing Disclosure

DATE: March 24, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Chisago County, Minnesota (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (“Debt Obligation”).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client’s consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Arbitrage Monitoring Services

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an Authorization Listing) to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
   a) Date of purchase or acquisition;
   b) Purchase price of investments including any accrued interest;
   c) Face amount and maturity date;
   d) Stated rate of interest;
   e) Interest payment dates;
   f) Date of sale, transfer, or other disposition;
   g) Sale or disposition price; and
   h) Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- additional or subsequent Debt Obligations that would require arbitrage monitoring services;
- redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

D. Continuing Disclosure Services

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

   The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking (CDU) including master and supplemental CDUs if any.

   BTMA will:

   a) Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;

   b) Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and

   c) Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements:

2. Assistance filing reportable events on EMMA

   Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

   At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

   a) Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.

   b) If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

   BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

5. Other post issuance services (Upon Request. Hourly rates will apply.)

   If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

E. Housing and Economic Development Services

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.
11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.

12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

COMPENSATION AND INVOICING

A. Compensation for services relating to debt obligations

1. Fees for Services

a) General obligation debt:

	Par Amount			Base Fee	Additional Purposes Fee	Total Par	Total Fee
Tier 1	-	to	2,999,999.99	$ 18,000	$ 5,000	*Total Par of all purposes*	*Base Fee + $5,000 for each addt'l purpose*
Tier 2	3,000,000.00	to	4,999,999.99	$ 25,000	$ 5,000	*Total Par of all purposes*	*Base Fee + $5,000 for each addt'l purpose*
Tier 3	5,000,000.00	to	9,999,999.99	$ 30,000	$ 7,500	*Total Par of all purposes*	*Base Fee + $7,500 for each addt'l purpose*
Tier 4	10,000,000.00	to	24,999,999.99	$ 45,000	$ 7,500	*Total Par of all purposes*	*Base Fee + $7,500 for each addt'l purpose*
Tier 5	25,000,000.00	to	49,999,999.99	$ 65,000	$ 10,000	*Total Par of all purposes*	*Base Fee + $10,000 for each addt'l purpose*
Tier 6	50,000,000.00	to	74,999,999.99	$ 75,000	$ 10,000	*Total Par of all purposes*	*Base Fee + $10,000 for each addt'l purpose*
Tier 7	75,000,000.00	to	99,999,999.99	$ 100,000	$ 10,000	*Total Par of all purposes*	*Base Fee + $10,000 for each addt'l purpose*

b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.

c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.

d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.

e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.

f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.

g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

h) BTMA's fees shall be payable as follows:

(1) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.

(2) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.

If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.

(3) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

2. Compensation and invoicing for arbitrage services

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

a) Initial determination for a Debt Obligation: $2,500 for the first year, plus $500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.

b) Subsequent determination for a Debt Obligation: $1,750 for one year, plus $500 for each additional year when such determinations are made for periods in excess of one year.

c) Preparation of Form 8038-T: $500

d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services

Standard Hourly Rates by Job Classification
2024

Principal	$330
Director	$300
Manager	$260
Consultant	$200
Support, municipal bond disclosure specialist	$150
Intern	$110

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on June 1, 2023.

4. Compensation for continuing disclosure services

Fees for continuing disclosure services include the following:

a) Full Disclosure - An annual report is required to be prepared by BTMA:

(1) A fee of $1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
(2) A fee of $200.00 per debt obligation.

b) Full Disclosure – The Client's audited financial statements contain some or all of the required financial and operating data:

(1) A fee of $600.00; plus
(2) A fee of $200.00 per debt obligation.

c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:

(1) A fee of $200.00 per debt obligation.

d) Limited Disclosure

(1) A fee of $600.00; plus
(2) A fee of $200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

5. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

<u>Nonattest Services</u>

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

> Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

> Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.

> Evaluate the adequacy and results of the nonattest services we perform.
> Accept responsibility for the results of our nonattest services.
> Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: ________________________________

Title: ________________________________

Date: ________________________________

Exhibit A

Arbitrage Monitoring Services

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated March 24, 2024 by and between Chisago County, Minnesota (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

Bond Issue	Closing Date	Frequency
$9,630,000 General Obligation Refunding Bonds, Series 2015A	7/14/2015	5th Year
$9,695,000 General Obligation Jail Bonds, Series 2016A	8/24/2016	5th Year
$9,680,000 General Obligation Jail Bonds, Series 2017A	1/5/2017	5th Year
$11,025,000 General Obligation Refunding Bonds, Series 2022A	1/19/2022	5th Year

TAB IX

SWCD Termination of Building Lease

On March 22nd, the Chisago Soil and Water Conservation District was notified by the new owner of their lease that they will be terminating the lease effective July 31, 2024. SWCD is currently officed in North Branch. The SWCD leased 737 sq. ft. of office space at 38814 Third Ave. Main Street Commons, North Branch, MN 55056.

SWCD is currently collocated with USDA NRCS in their lease and would like to remain collocated. The SWCD currently pays $13,136.20 ($18.50 per square foot) annually to lease its space (USDA NRCS is a co-tenant).

Potential options the County can provide: North Branch HHS Building, North Branch Library Building

Attachment:

- Notice of Termination
- 2022 Current SWCD Lease
- MOA between SWCD and USDA

Towne Holdings, LLC

300 Jackson Ave
Cloquet, MN 55720
218-391-5983
Whatsupdoc99@aol.com

March 10, 2024

Chisago County Soil & Water
Attn Craig Mell
38814 Third Avenue
North Branch, MN
55056

Craig, first I want to thank you for "showing us the ropes" of both the building and of the relationships of the various entities. As you pointed out, it is a good relationship albeit complicated!

After a lot of thought and conversation on the leasing arrangement that is essential, I have to unfortunately tell Chisago County and the USDA organization that we would not be able to provide the services and functions that both of your organizations need. Perhaps if we were closer in distance or if we were established in the community it would be possible. But at this point we will be looking for a leasing partner that will do many activities that you now require to be hired out and do not incur any expense for. From cleaning their rental areas to some amount of building maintenance when needed..it would be too difficult to manage these things from this distance and make this a great relationship.

I am including a formal lease termination as is required in the current lease. If you would like a couple months beyond the date of July 24th we would certainly be amenable to that.

Again, thank you for your time and helpfulness during this transition.

Sincerely,

Linda Towne, COO
Towne Holdings

Towne Holdings, LLC

300 Jackson Ave
Cloquet, MN 55720
218-391-5983
Whatsupdoc99@aol.com

March 10, 2024

Chisago County Soil & Water
Attn Craig Mell
38814 Third Avenue
North Branch, MN 55056
United States Government

Subject:Notice of termination ~~for lease number:57-6322-15-04~~
Property located at 38814 3rd Ave, North Branch, MN 545056

Dear Mr Mell and Chisago County Soil and Water Board:

Towne Holdings, LLC is the new owner of the property for the above subject property. The current lease signed on August 16, 2022 provides for termination of the lease with 120 day written notice. Said notice is computed with the day after the date of mailing. Please consider this letter formal termination which will allow for a termination that is concurrent with the lease of UDSA Resource Department of Agriculture which will end July 31, 2024.

Please contact me when you are ready to coordinate plans for vacating the space. Wishing you all the best in the future.

Sincerely,

Linda Towne, COO
Towne Holdings

CC: Central Minnesota Land Holdings, LLC

Chisago SWCD

Chisago Soil & Water Conservation District

38814 Third Avenue, North Branch, MN 55056
Phone: (651)674-2333 www.chisagoswcd.org

LEASE FOR REAL PROPERTY

THIS LEASE, made and entered into this day by and between Central MN Land Holdings LLC whose address is: PO Box 218, North Branch, MN 55056 and whose interest in the property hereinafter called the Landlord and the Chisago Soil and Water Conservation District hereinafter called the CSWCD.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a) The Landlord hereby leases to the CSWCD the following described premises: 737 net usable square feet at 38814 Third Avenue Main Street Commons, North Branch, MN 55056 to be used for office space and general purposes space.

b) The CSWCD shall pay the Landlord annual rent of $13,634.50 at the rate of $1,136.20 per month ($18.50 per square foot). Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Central MN Land Holdings LLC.

c) To have and to hold the said premises with their appurtenances for the term beginning August 1, 2022, the CSWCD will continue rent payments in the MONTHLY amount of $1,136.20 ($18.50 per square foot) for: 737 square feet of office and general purposes space. This lease will run concurrent with the Landlord's lease with the US Department of Agriculture Natural Resources Conservation Service. Central MN Land Holdings LLC and the CSWCD agree that if the co-tenant US Department of Agriculture Natural Resources Conservation Service terminates its lease with MN Land Holdings LLC, the CSWCD may terminate its lease without penalty and with 120 days written notice.

d) Either party (Landlord or CSWCD) may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to the other party (Landlord or CSWCD) and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

e) The Landlord shall furnish the CSWCD, as part of the rental consideration, the following: This is a fixed rate to include building and ground maintenance, snow removal, janitorial services and supplies.

f) This agreement supplants and supersedes all prior agreements, written or oral. It is agreed and understood that the entire agreement of the parties is contained herein and any variations or alterations shall be reduced to writing and executed by the parties as an amendment to this Lease.

In Witness Whereof, the parties have hereunto subscribed their names as of the dates written below.

Central MN Land Holdings LLC. Dennis Aulich 8-16-22
Signature – Dennis Aulich Date

Chisago Soil & Water Conservation District Craig Mell 8-16-2022
Signature – Craig Mell Date

"Bringing Conservation to Chisago County"

MEMORANDUM OF AGREEMENT BETWEEN THE

United States Department of Agriculture, Natural Resources Conservation Service

AND

State of Minnesota, Chisago Soil and Water Conservation District

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the Chisago Soil and Water Conservation District (Conservation District).

The NRCS and Conservation District (the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to "helping people help the land." It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS's approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District and the first State Conservation Agency were established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Conservation District coordinates and implements locally led conservation plans using their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either part to activities beyond the scope of its respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results.

1. The Conservation District shall:

   a. Assist NRCS in promoting USDA programs by participating in outreach and community education activities.

   b. Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.

   c. Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.

      i. Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved community.

      ii. Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, including Tribal publications.

      iii. Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.

      iv. Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.

      v. Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).

   d. Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.

   e. Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.

   f. Develop a District Long-Range Plan every three (3) years and an Annual Plan of Work each year. These documents must incorporate local and community inputs.

   g. Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.

   h. Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.

   i. Cooperate and collaborate across conservation districts, as appropriate.

2. NRCS shall:

   a. Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.

   b. Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.

      i. Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.

      ii. Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.

   c. Respond to requests from the Conservation District for technical guidance and assistance.

   d. Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further Conservation District natural resource conservation goals and objectives.

   e. Provide an annual summary of NRCS accomplishments to the Conservation District.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

1. The Conservation District shall:

   a. Adhere to Federal, State, Local, and Tribal laws and regulations.

   b. Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.

   c. Leverage and promote use of USDA technologies and applications, as appropriate.

   d. Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, ad within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.

   e. Participate in local, state, and national opportunities for policy, program, and project development.

2. NRCS shall:

   a. Develop, update, and disseminate technical standards, policies, and procedures.

   b. Seek input and comment from communities on natural resource conservation policies and issues.

   c. Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.

d. Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.

e. Provide non-NRCS employees job approval authority in accordance with NRCS policy and consistent with State laws.

f. Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.

g. Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes

h. Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.

i. Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the delivery of field-based conservation technical assistance.

C. Data and Information Sharing

1. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
2. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
3. Conservation District personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Partner's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
4. See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

1. This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOA with a 60-day written notice to the other.

2. This MOA may be supplemented, to reflect mutually agreed-to detailed working arrangements, to include an Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

1. This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

   a. Office spaces and equipment/supplies

   b. Vehicles and associated expenses (e.g., fuel, maintenance)

   c. Computers, software, and technical equipment

2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:

   a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.

   b. Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.

   c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
2. The Department of Agriculture and Conservation District and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
5. Contacts for each Party for administrative or technical concerns are listed below:

Natural Resources Conservation Service	Chisago Soil and Water Conservation District
Steve Cole Natural Resources Conservation Service Assistant State Conservationist Field Operations NE Area Office Duluth, MN 55811 steven.cole@usda.gov 763-567-6601	Craig Mell, District Administrator Chisago Soil and Water Conservation District 38814 Third Avenue North Branch, MN 55056 craig.mell@mn.nacdnet.net 651-674-2333

V. SIGNATURES

USDA NATURAL RESOURCES CONSERVATION SERVICE

Troy Daniell Digitally signed by Troy Daniell Date: 2021.02.23 10:17:24 -06'00'

Troy Daniell, State Conservationist

Date

CHISAGO SOIL AND WATER CONSERVATION DISTRICT

Jim Birkholz, Board Chair

2/12/2021

Date

APPENDIX A

ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS

I. Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter, "Acknowledgment") is to require acknowledgment by Chisago Soil and Water Conservation District (hereinafter, the "Conservation Cooperator") of the requirements of 7 USC 8791 (Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill)), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. The Conservation Cooperator assists USDA in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Federal agreement. Those individuals or organizations (governmental or nongovernmental) that assist USDA with providing conservation-related services are known as Conservation Cooperators.

II. NRCS Conservation Cooperator

As a Conservation Cooperator, the Conservation Cooperator is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the Conservation Cooperator to provide conservation related services or to perform monitoring, assessing, or evaluating of conservation benefits (as specified in the agreement between NRCS and the Conservation Cooperator). Disclosure to the Conservation Cooperator can include receiving the protected information either 1) directly from USDA; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer's permission.

III. Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 hereinafter, "section 1619" provides that USDA, or any "contractor or cooperator" of USDA, "shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided." USDA may disclose protected information to a USDA cooperator when such cooperator is "providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices" if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. The Conservation Cooperator is a "contractor or cooperator" of USDA within the meaning of Section 1619. Accordingly, the Conservation Cooperator may not subsequently disclose any information protected by section 1619. By entering the agreement that references this Acknowledgement, the Conservation Cooperator is certifying future compliance with the statutory obligations under Section 1619.

IV. Responsibilities

A. The Conservation Cooperator certifies that:

1. It acknowledges and understands that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
2. Acceptance of the agreement referencing this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with USDA prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.
3. The Conservation Cooperator will use the protected information only to perform work that is directly connected to conservation related services or perform monitoring, assessing, or evaluating conservation benefits, as specified in the agreement between NRCS and the Conservation Cooperator (hereinafter, "the Work"). Use of the protected information to perform work that is not directly connected to the Work is expressly prohibited.
4. The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to perform the Work.
5. The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.
6. The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with USDA to determine whether the information must be withheld.
8. This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.
9. Use of the protected information for any purpose is expressly prohibited when an

individual or organization is no longer a Conservation Cooperator. When the Conservation Cooperator is no longer a Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to USDA. The Conservation Cooperator must provide to USDA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

10. The State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

V. Protected Information

A. An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:

1. State identification and county number (where reported and where located).
2. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
3. Farm, tract, field, and contract numbers.
4. Production shares and share of acres for each Farm Serial Number (FSN) field.
5. Acreage information, including crop codes.
6. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
7. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
8. Location of conservation practices.

B. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Conservation Cooperator shall consult with USDA if there is any uncertainty as to the provision of such information.

C. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Conservation Cooperator must consult with USDA as to whether specific information falls within this exception prior to relying on this exception.

VI. Violations

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in action by USDA, including termination of the underlying Federal agreement.

VII. Effective Period

This Acknowledgment will be in effect on the date of the final signature of the underlying agreement and continues until USDA notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

TAB X

SWCD Rain Gardens at Chisago County Government Center

Chisago Soil and Water Conservation District has approached the County to overhaul the rain gardens in front of the Chisago County Government Center, as well as the visitor lot east of the Government Center.

SWCD has proposed a new 10-year contract for the projects, which Clean Water Fund (75%) and LID (25%) money to pay for 100% of the projects (no levy/County funds).

Under the current proposed contract language, SWCD would rehab and overhaul the gardens, but the County is responsible for the maintenance infrastructure (as previously done with SWCD).

Attachment:

- Government Center Final Plans
- Operation and Maintenance Plan

Operation and Maintenance Plan

Chisago Government Center Tree Trenches and Rain Gardens

Prepared by: Rebecca Nestingen, PE

Background

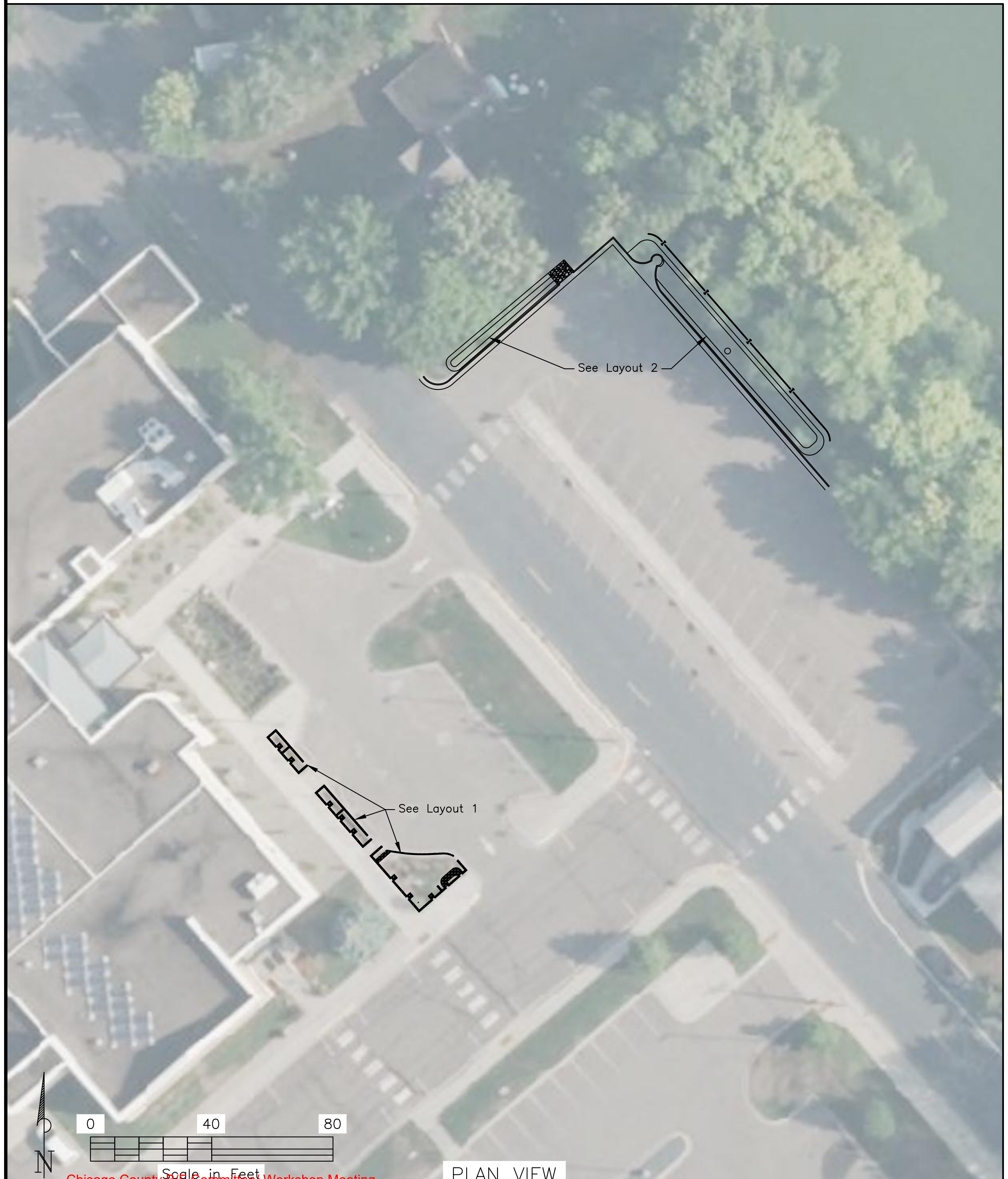
The purpose of the Chisago Government Center tree trenches and rain gardens (BMPs) is to control stormwater runoff volumes through the processes of infiltration and evapotranspiration to reduce stormwater runoff volume and pollutant load and are an asset to Chisago County. These practices will require periodic operation and maintenance to maintain satisfactory performance. The life of these practices can be extended through timely operations and maintenance.

Requirements

Operation and maintenance requirements include:

- Routinely examine BMPs for visible trash or large debris and promptly remove if discovered.
- Routinely inspect inlet points for accumulation of debris and sediment that would block flow. If required cut back vegetation growth that impedes flow and/or remove accumulated sediment and debris.
- Following significant rain events observe drawdown rate of ponded water. Ponded water should drawdown to within 1-2" of the bottom of the basin within 48 hours. If drawdown does not occur within 48 hours, contact the Chisago SWCD to investigate the cause and recommend a course of remediation.
- Following significant rain events inspect the surface of the mulch layer for movement of material. If required replace material or rake smooth if needed.
- Following significant rain events inspect contributing side slopes for evidence of erosion and if necessary smooth out any rill erosion and stabilize with vegetation and temporary cover.
- Planted areas should be weeded by hand approximately monthly for removal of undesired plant species. Replace dead plant material if required to maintain at least 70 percent uniform perennial vegetative cover.
- Annually cut back vegetation as needed to maintain aesthetics.
- Avoid utilizing basin areas for snow storage during this winter. In the early spring remove accumulated winter salt and/or sand deposition.

DETAIL PLANS FOR CHISAGO COUNTY GOVERNMENT CENTER
TREE TRENCH AND RAIN GARDEN RETROFIT, CHISAGO COUNTY, MN



PLAN VIEW

INDEX OF DRAWINGS	
Sheet Number	Title
1	Cover Sheet
2	Layout 1
3	Layout 2
4	Details

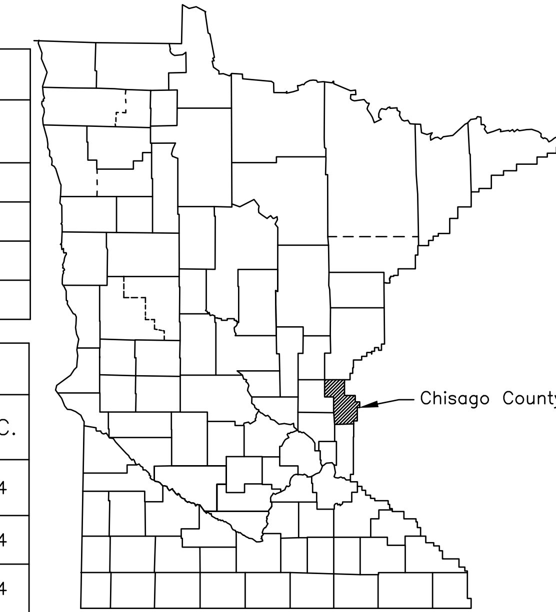
LIST OF ESTIMATED QUANTITIES			
EST QTY	UNIT	ITEM	SPEC.
1	EA	Remove Drainage Structure	2104
3	EA	Salvage Sign	2104
4	CY	Remove Riprap	2104
26	CY	Excavation – Common	2106
3	EA	Pipe Drain Riser	2502
236	LF	Drain Inspection	2502
1	EA	Construct Drainage Structure Design Special	2506
4	CY	Random Riprap Class II	2511
13	SY	Install Landscape Rock	2540
416	EA	Perennial Plugs	2571
2	EA	Storm Drain Inlet Protection	2573
92	LF	Sediment Control Log Type Wood Chp	2573
26	CY	Filter Topsoil Borrow	2574
91	SY	Mulch Material Type 6	2575
Bid Alternate			
TBD	LF	4" PVC Pipe Drain	2502
TBD	LF	4" Perf PVC Pipe Drain	2502
TBD	LF	Clean Pipe Drain	2502

EROSION AND SEDIMENT CONTROL NOTES:

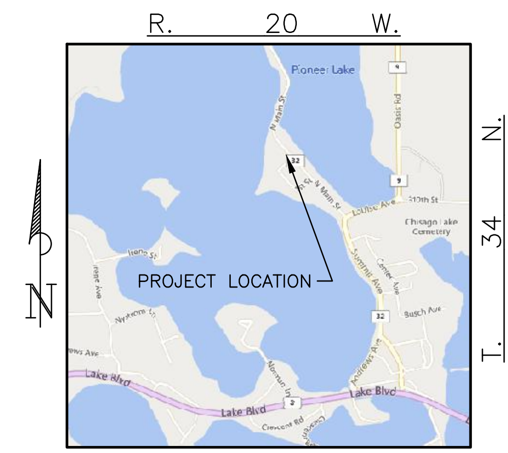
1. Down gradient perimeter control and inlet protection must be installed prior to the start of earth disturbing activities.
2. When permanent vegetation must be disturbed, limit the area of disturbance to the minimum required for the project.
3. Locate topsoil or other temporary stockpiles of soil in locations where they will not be subject to erosion from concentrated flow.
4. Any sediment tracking onto paved surfaces from construction vehicles must be removed within 48 hours from discovery.
5. Excessive sediment discharges from any project that impact water quality may result in enforcement action under state water quality protection rules.

GENERAL CONSTRUCTION NOTES:

1. Drain pipes shall be inspected and recorded with proper camera equipment to check drain integrity. Cleaning and replacement shall occur as directed by the engineer.
2. All excess excavation materials shall become the property of the contractor and utilized or disposed of offsite in accordance with all local, state, and federal regulations.
3. Excavation and material placement shall occur by hand or using a backhoe with a toothed bucket. To prevent compaction or smearing do not operate skid steers within basins. Earthwork shall also be performed during dry soil conditions.
4. Prior to mulching and planting, contractor shall consult with Chisago SWCD staff to approve plant material and determine layout of perennial plugs.



LOCATION IN MINNESOTA



LOCATION MAP
313 N Main St, Center City

0 1/2 1
Scale in Miles

MNDOT Specifications for Construction (2020 edition) apply for all materials and construction work. These specifications are part of this plan.

Changes in the drawings or specifications must be authorized by the owner and the Chisago SWCD representative with the proper approval authority.

The owner is responsible for obtaining land rights and local, state, and federal permits or other permission necessary to perform and maintain the practice.

State law requires the excavator contact Gopher State One Call at (800) 252–1166 for utility locations at least at least 48 hours prior to starting excavation work.

GSOC Number

____

I hearby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota

Rebecca S. Nestingen (Reg. No. 49246)

Date: 2/13/2024

COVER SHEET

TREE TRENCH AND RAIN GARDEN RETROFIT

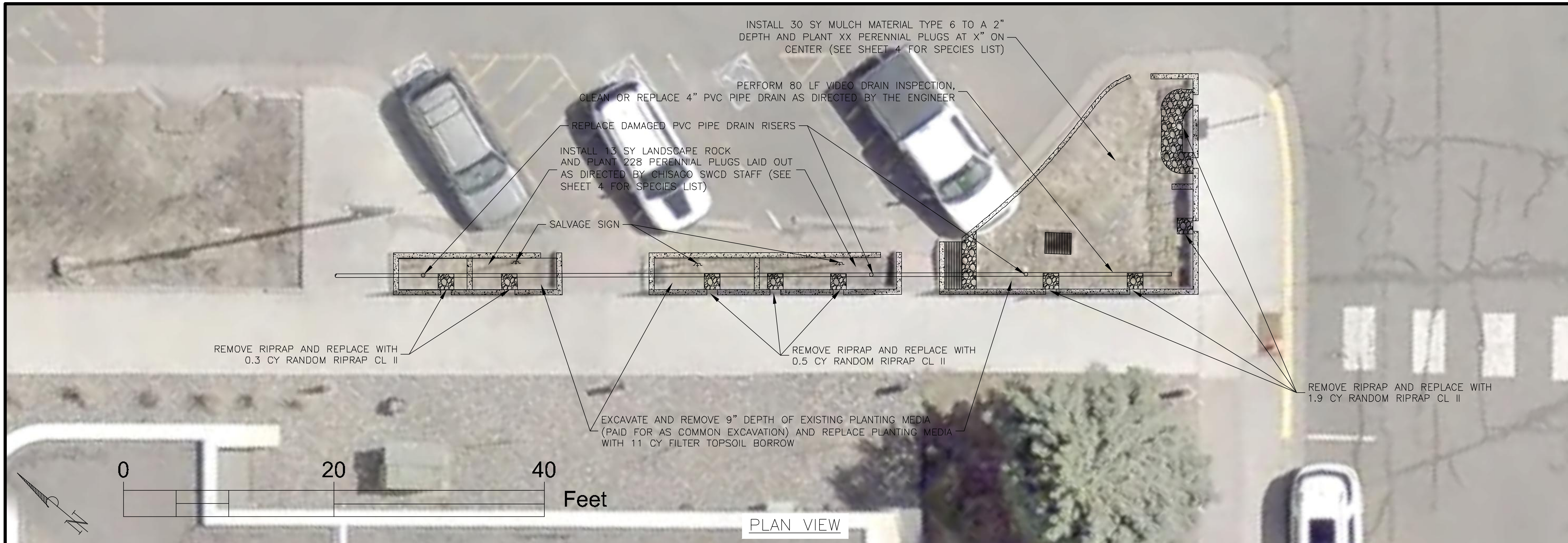
CHISAGO COUNTY

Sec. 27, Center City, Chisago Co., Minnesota

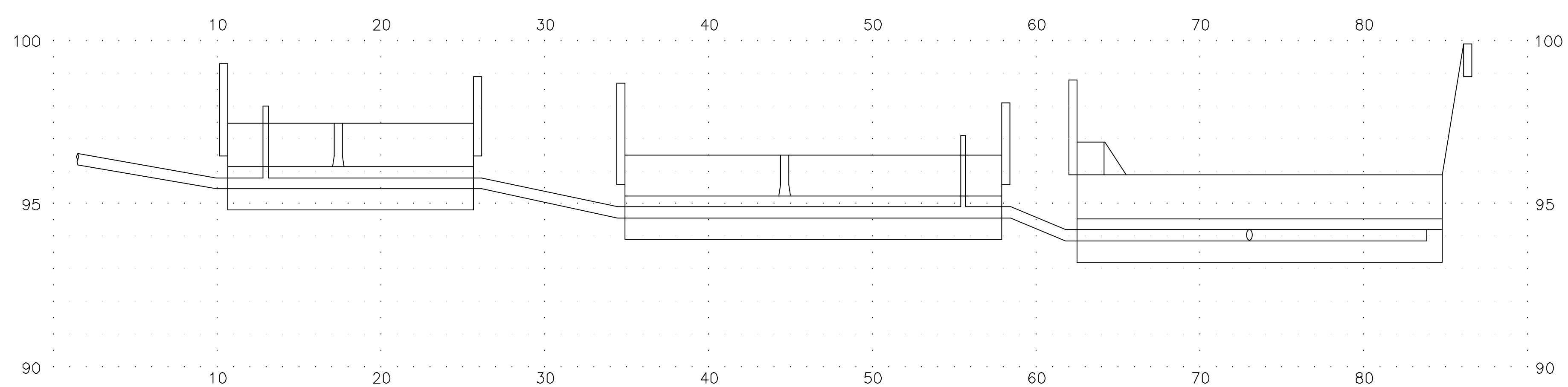
Chisago S W C D

File Name
Retrofits2024.dwg

2/13/2024
Sheet 1 of 4



PLAN VIEW



I hearby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota

Rebecca Nestingen

Date: 2/13/2024

Rebecca S. Nestingen (Reg. No. 49246)

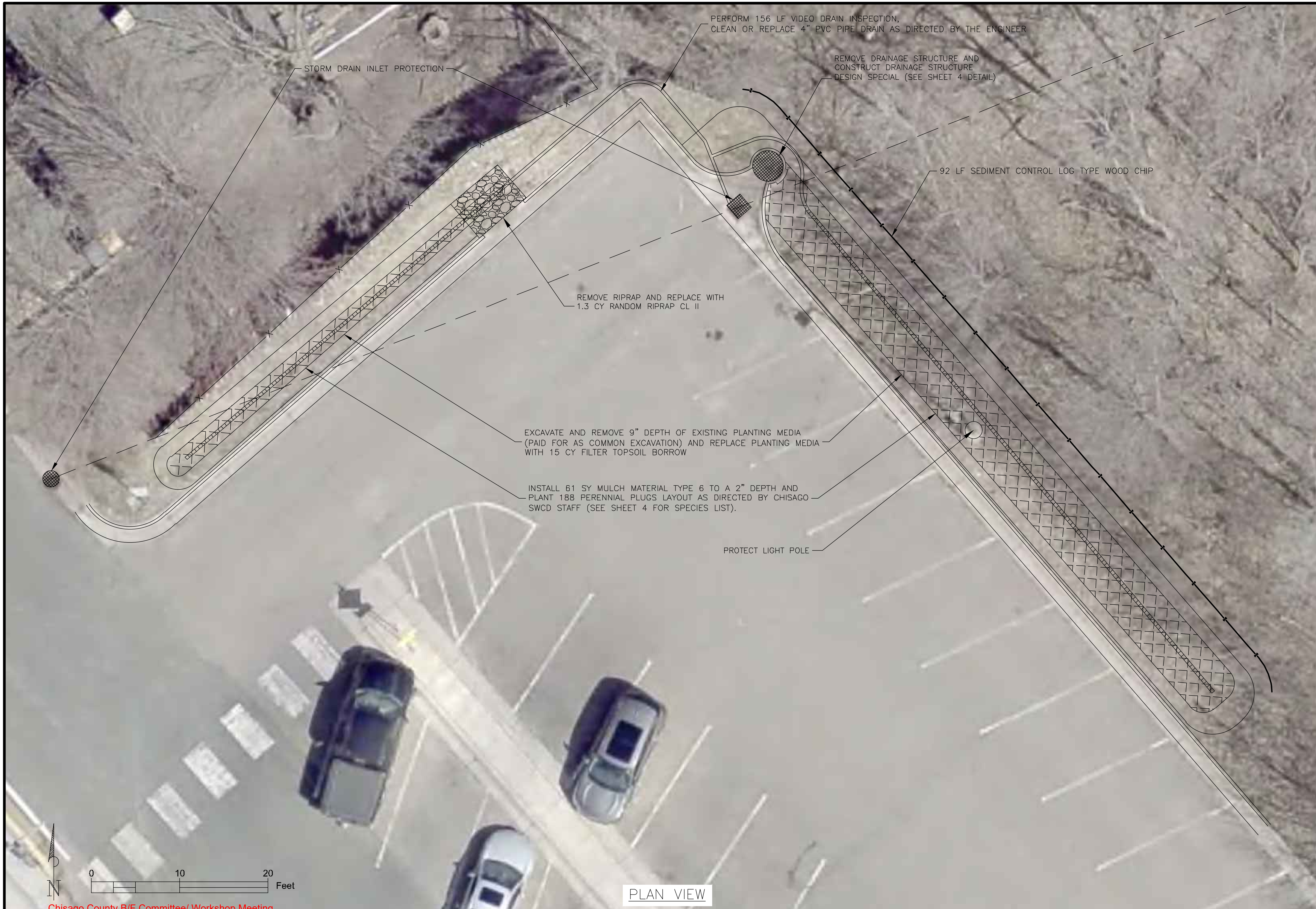
LAYOUT 1
TREE TRENCH AND RAIN GARDEN RETROFIT
CHISAGO COUNTY

Sec. 27, Center City, Chisago Co., Minnesota

Chisago SWCD

File Name
Retrofits2024.dwg

2/13/2024
Sheet 2 of 4



PLAN VIEW

I hearby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota

Rebecca Nestingen

Rebecca S. Nestingen (Reg. No. 49246)

Date: 2/13/2024

LAYOUT 2

TREE TRENCH AND RAIN GARDEN RETROFIT

CHISAGO COUNTY

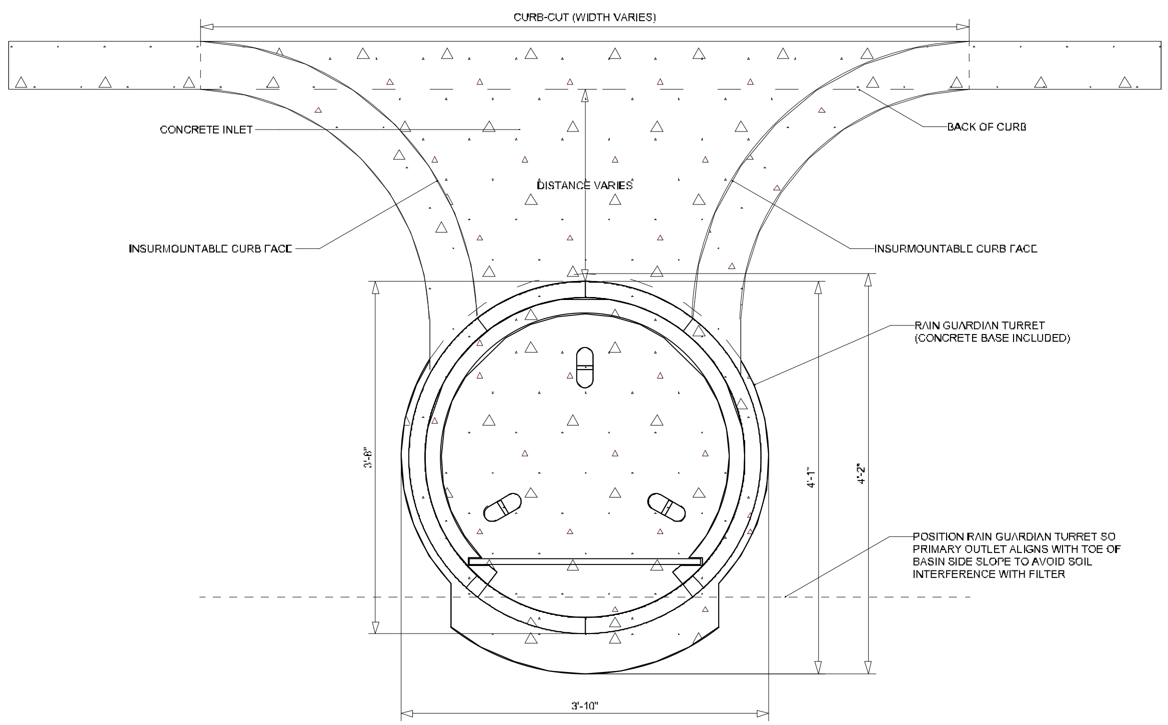
Sec. 27, Center City, Chisago Co., Minnesota

Chisago SWCD

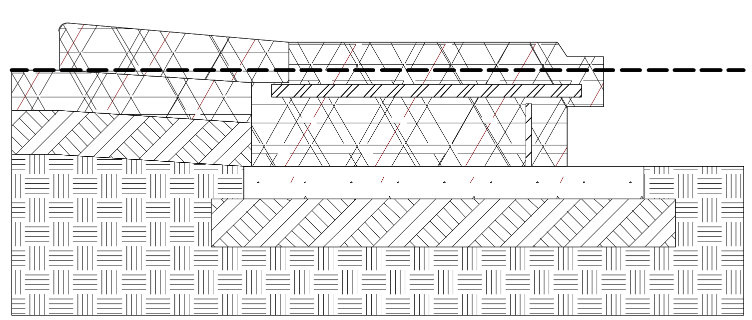
File Name
Retrofits2024.dwg

2/13/2024
Sheet 3 of 4

RAIN GUARDIAN TURRET 12" PLAN VIEW
U.S. PATENT NOS. 8,501,016 AND 8,858,804



RAIN GUARDIAN TURRET 12" CROSS-SECTION VIEW
U.S. PATENT NOS. 8,501,016 AND 8,858,804



PERENNIAL PLUG SPECIES LIST		
QTY	COMMON NAME	SCIENTIFIC NAME
LAYOUT 1 – FRONT OF GOVERNMENT CENTER		
78	LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM
75	COMMON RUSH	JUNCUS EFFUSUS
32	PRAIRIE BLAZING STAR	LAITRIS PYNCNOSTACHYA
32	BLUE FLAG IRIS	IRIS VERSICOLOR
LAYOUT 2 – VISITOR LOT		
114	LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM
74	COMMON RUSH	JUNCUS EFFUSUS

VEGETATION ESTABLISHMENT NOTES:

Contractor is responsible for the following minimum watering standards:

1. Apply water as needed in combination with rainfall to achieve the following:
   1.1. Minimum rate: 1 inch per week.
   1.2. Maximum interval between watering: 72 hours.
   1.3. Minimum application per watering: 0.25 inch.
2. During extreme heat or drought periods, increase watering to maintain moist soil to a depth of 4 inches.
3. Maintain adequate soil moisture in the upper 12-inches for 30 days after sodding, planting or seeding. If watering responsibility is transferred to property owners, Chisago SWCD must approve of transfer before watering activity occurs.

I hearby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota

Rebecca Nestingen

Date: 2/13/2024

Rebecca S. Nestingen (Reg. No. 49246)

DETAILS
TREE TRENCH AND RAIN GARDEN RETROFIT
CHISAGO COUNTY

Sec. 27, Center City, Chisago Co., Minnesota

Chisago SWCD

File Name
Retrofits2024.dwg

2/13/2024
Sheet 4 of 4