



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, June 7, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Trunt called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Items #5.2 (Cooperative Construction Agreement – City of Grand Rapids) and #5.3 (Bid Award – CSAH 3 River Road SAP 031-603-018), add the items as Items #6.7 and #6.8, respectfully, and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 24, 2022 County Board Regular Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Request for Proposals to Provide Health Care Services to Recipients of Families and Children Medical Assistance and MinnesotaCare Programs in Itasca County, which ranks Itasca Medical Care (IMCare) as number one and being our choice as a Managed Care Organization for Families and Children Medical Assistance and MinnesotaCare Programs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/14/2022 2:30 PM
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4. Authorize the County Board Chairperson and the Clerk to the County Board to sign the Master Partnership Contract with MnDOT and adopt the Resolution Re: Master Partnership Contract with the Minnesota Department of Transportation

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/14/2022 2:30 PM

5. Authorize entering into a Mn/DOT Agreement No. 1045701 for Bridge Funding and adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SAP 031-598-031.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/14/2022 2:30 PM

6. Approve the 2022 Lease Agreement between Itasca County and the Reif Arts Council, for the 2022 Grand Jam Concert, and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/14/2022 2:30 PM

7. Approve signatures necessary to execute the Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team (AIM VCET)

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/14/2022 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Schedule Additional 2022 County Board of Appeal and Equalization Dates/Times

Motion To: Schedule additional dates/times for the 2022 County Board of Appeal and Equalization as follows: Monday, June 13, 2022 from 12 noon until 3 PM; Monday, June 20, 2022 from 12 noon until 3 PM; Tuesday, June 21 from 9 AM until 12 noon; and Wednesday, June 22, 2022 from 9 AM until 12 noon.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Ben DeNucci
AYES: Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT: Terry Snyder

3. Petition for Dust Control on CR 447

County Engineer Karin Grandia provided information regarding the request to deny the petition requesting dust control on County Road 447.

RESULT: RECOMMENDED FOR REGULAR NEXT: 06/14/2022 2:30 PM

4. Annual Update by ARDC and MnDOT

Bryan Anderson and Krysten Foster of the Minnesota Department of Transportation (MnDOT) and Paige Melius of the Arrowhead Regional Development Corporation (ARDC) provided an annual update on Federal Aid Highway Projects, including the Area Transportation Improvement Plan (ATIP), in Itasca County.

RESULT: INFORMATIONAL - NO ACTION TAKEN

5. Declaration of a State of Emergency

Motion To: Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the May 30, 2022 Tornado, Heavy Winds, Rain, and Flood Damage in Itasca County and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

6. Reschedule County Facilities Tour

Motion To: Reschedule the County Facility Tours as follows: Monday, June 27, 2022 - 7:10 AM at Cohasset Garage, 8:45 AM at Deer River Garage, 10:30 AM at Max Garage, 12:20 PM at Bigfork Garage, and 2:45 PM at Arbo Garage; and Monday, July 11, 2022 - 7:30 AM at Swan River Garage, 9:05 AM at Nashwauk Garage, 10:55 AM at Togo Garage, and 12:45 PM at Balsam Garage.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

7. Cooperative Construction Agreement – City of Grand Rapids

Motion To: Approve the Cooperative Construction Agreement with the City of Grand Rapids for the construction of the Roundabout at CSAH 3 River Road and 7th Avenue.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

8. Bid Award – CSAH 3 River Road SAP 031-603-018

Motion To: Award Project CSAH 3 Improvements SAP 031-603-018 to the lowest responsible bidder, TNT Construction Group, LLC and authorize the required signatures on the contract documents.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance at recent 3rd Step Grievance and Regional Community Education Advisory Board meetings, as well as local Memorial Day services.

Commissioner Tinquist reported on his attendance at recent Grand Village, 3rd Step Grievance, and Mediation meetings.

Commissioner Trunt reported on his attendance at recent Arrowhead Counties Association (ACA), Northeast Waste Advisory Council (NEWAC), Tri-County Community Health Board (CHB), Fair Board, Minnesota Minerals Forum, MnDOT Electric Vehicles Forum, Association of Minnesota Counties (AMC) Legislative Update, and Association of Minnesota Counties (AMC) Opioid Forum meetings, as well as a Trout Lake Township meeting and local Memorial Day services.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

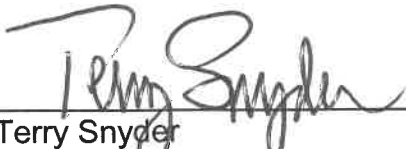
Commissioner DeNucci provided comment in recognition of Environmental Services Coordinator Greg Stoltz and the Itasca County Environmental Services Department's Fight Blight Initiative.

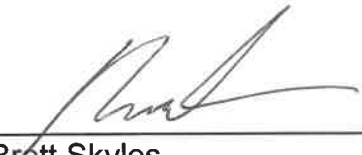
X. CLOSED SESSIONS

XI. ADJOURN

Vice-Chair Trunt adjourned the meeting at 3:14 PM.

ATTEST



Terry Snyder
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

RESOLUTION 2022-37

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage impacted the population of Itasca County and its cities; and

WHEREAS, the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage event has caused a significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissioners to declare Itasca County in a STATE OF EMERGENCY for the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage event.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby declares Itasca County to be in a State of Emergency for conditions resulting from the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage event.

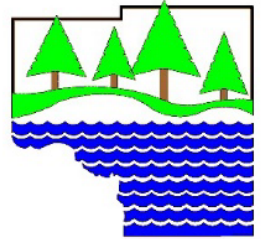
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of June A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 7th day of June A.D. 2022.

Administrator



June 7, 2022

Chair:

PULL:

1. Item #5.2 (Cooperative Construction Agreement – City of Grand Rapids)
2. Item #5.3 (Bid Award – CSAH 3 River Road SAP 031-603-018)

ADDITIONS:

1. Item #6.7 (Item #5.2 Cooperative Construction Agreement – City of Grand Rapids)
2. Item #6.8 (Item #5.3 Bid Award – CSAH 3 River Road SAP 031-603-018)

CHANGES: None

INFORMATIONAL: None

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, May 24, 2022

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 17, 2022 County Board Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Schedule a Budget Work Session beginning at 9:00 AM on Monday, August 1, 2022 in the Boardroom of the Itasca County Courthouse to discuss the 2023 budget and preliminary levy.
2. Approve the transfer of funds in the amount of \$1,400,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.

3. Approve out of state travel for Veteran Service staff to attend the National Association of Veteran Service Officers Conference in San Antonio, Texas from June 5-10, 2022, with travel expenses for 3 staff members at a total of \$5,535.75.
4. Award contract 59831 for CR 149 Bridge Replacement to the lowest responsible bidder, Gerit Hanson Contracting, Inc., in the amount of \$903,861.64, authorize a shift in funding for CP 2022-02 on CR 449 to utilize some unorganized township funds in addition to county preservation funds, and authorize the required signatures on the contract documents.
5. Adopt the Resolution Re: Sponsorship of the Grant-in-Aid (GIA) Herb Brandstrom ATV/OHM Trail and authorize necessary signatures for the County-Club Agreement.
6. Authorize the retention of outside counsel for legal services for appeal to Minnesota Supreme Court and coordination of amici curiae to compel the court to grant review of the court of appeals decision that negatively impacts preservation of public access to lakes and waterways and other public recreational uses, and has further reaching implications to land management, road uses, surveyor responsibilities, and private land owners.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Welcome to new employee, Ashley Mohler, Social Worker, Health & Human Services, effective May 16, 2022.

Farewell to Dee Gielen whose last day as a Social Worker, Health & Human Services Department will be May 25, 2022 after 22+ years of service.

Farewell to Mona Petersen, Care Coordinator with IMCare, Health & Human Services Department effective May 31, 2022, after over 7 years of service.

Farewell to Tammi Fairchild whose last day as an Administrative Support, Recorder's Office, will be May 27, 2022 after 2 years of service.

Welcome to new employee, Matt Becker, Park Maintenance Worker, Land Department, effective May 16, 2022.

Welcome to new employee, Kim Lybrook, Social Worker, Health & Human Services Department, effective, May 23, 2022.

Robin Jackson will be transferring to an Assessment Technician position, Assessor Department, from a Clerk Treasurer, Auditor/Treasurer Department effective May 29, 2022.

Welcome to new employee, Jacob Fauchald, Assistant County Attorney effective May 23, 2022.

Farewell to Dale Schneider whose last day as a Helpdesk Technician, MIS, will be May 20, 2022 after 5 years of service.

Farewell to Nicole Edwards whose last day as a Public Health Nurse, Health & Human Services Department, will be June 2, 2022 after 8+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 27, 2022, in the amount of \$4,106,810.86.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben Denucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. Employee Expense Report Approval

Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSTAIN:	Terry Snyder

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2022, in the amount of \$1,219,548.40.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

6. Legislative Conference Call

A Legislative Conference Call was provided by Itasca County Lobbyist Loren Solberg.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Award Service Contract to Evans Electric, Inc.

Motion To: Award Service Contract to Evans Electric, Inc., for \$63,800.00 for electric installation services as part of the Bass Lake Campground expansion project and authorize necessary signatures.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
NAYS:	Ben DeNucci

9. Crisis Response Team (CRT) Update

Crisis Response Team representatives Cre Larson and Tom Gaffney provided a Crisis Response Team update, including information regarding mental health crisis services provided in Itasca County.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Reschedule County Facilities Tour

It was the consensus of the County Board to reschedule the County Facilities Tour originally scheduled for June 2, 2022 to June 6, 2022, with no change to times/locations.

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding his attendance of a recent Chamber Luncheon, as well as the current baby formula shortage situation.

Commissioner DeNucci provided comment regarding park and recreation projects and interest in expanding the current bidding process in the County's Purchasing Policy.

Commissioner Snyder provided comment regarding Canisteo Pit and Chronic Wasting Disease (CWD) concerns.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Snyder adjourned the meeting at 3:38 PM.

ATTEST

Terry Snyder
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2414

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Resolution Regarding the RFP for Families and Children Medical Assistance and MinnesotaCare Programs

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Request for Proposals to Provide Health Care Services to Recipients of Families and Children Medical Assistance and MinnesotaCare Programs in Itasca County, which ranks Itasca Medical Care (IMCare) as number one and being our choice as a Managed Care Organization for Families and Children Medical Assistance and MinnesotaCare Programs.

BACKGROUND:

It is the request of HHS Director Eric Villeneuve to take action on this item at the June 14, 2022 Regular Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/07/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/14/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

RESOLUTION

RE: REQUEST FOR PROPOSALS TO PROVIDE HEALTH CARE SERVICES TO RECIPIENTS OF FAMILIES AND CHILDREN MEDICAL ASSISTANCE AND MINNESOTACARE PROGRAMS IN ITASCA COUNTY

WHEREAS, the Minnesota Department of Human Services has published a Request for Proposals to provide health care services to recipients of Families and Children Medical Assistance and MinnesotaCare Programs in eighty (80) Minnesota counties, including Itasca County; and

WHEREAS, the Minnesota Department of Human Services has requested county evaluations and recommendations regarding the RFP proposals from each respective county; and

WHEREAS, Itasca Medical Care, HMO Minnesota d/b/a Blue Plus, Medica, UCare and United Healthcare submitted proposals to provide managed health care services in Itasca County; and

WHEREAS, representatives of Itasca County Health and Human Services have reviewed and evaluated the proposals; and

WHEREAS, Itasca Medical Care was ranked number one and submitted a proposal that will meet all of our needs for health care services of Families and Children Medical Assistance and MinnesotaCare Programs because of their long standing relationship with Itasca County, their robust provider network in Itasca County and their excellent service to Itasca County clients.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners supports the recommendation of Itasca County Health and Human Services approving Itasca Medical Care as a Managed Care Organization (MCO) providing health care services to recipients of Families and Children Medical Assistance and MinnesotaCare Programs in Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2398

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

MnDOT Master Partnership Contract

BOARD ACTION REQUESTED:

Authorize the County Board Chairperson and the Clerk to the County Board to sign the Master Partnership Contract with MnDOT and adopt the Resolution Re: Master Partnership Contract with the Minnesota Department of Transportation

BACKGROUND:

Five years ago, Itasca County signed a Master Partnership Contract with MnDOT. That contract is set to expire on June 30, 2022. The Transportation Department annually uses MnDOT to perform material testing and inspection for state aid projects and a new contract is needed to allow that work to continue.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Proposed 2022-27 Itasca County

06/07/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/14/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

RESOLUTION

**RE: MASTER PARTNERSHIP CONTRACT WITH THE MINNESOTA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

THEREFORE BE IT RESOLVED:

1. That the County of Itasca enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Board.
2. That the proper County officers are authorized to execute such contract, and any amendments thereto.
3. That the County Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the County Engineer may execute such work order contracts on behalf of the County of Itasca without further approval by this Board.

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Itasca County, acting through its County Board, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment**
 - 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050292W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
 - 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.
8. **Conditions of Payment**
 - 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party 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 of 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.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Exhibit A – Table of Technical Services
Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source		
Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2405

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Bonding Agreement for SAP 031-598-031 - CR 149 Bridge Replacement

BOARD ACTION REQUESTED:

Authorize entering into a Mn/DOT Agreement No. 1045701 for Bridge Funding and adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SAP 031-598-031.

BACKGROUND:

The replacement of the bridge on CR 149 over the Popple River will occur during the summer/fall of 2022. Construction will be funded by bridge bonding and County Preservation.

The State of Minnesota Bridge Bond Funds are in the amount of \$571,672.00 for Bridge No. 31578, SAP 031-598-031. Passing the attached resolution and executing Agreement Number 1045701 is required before the State will release funds to the County.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. 59831 LBRP-2020-bond-agreement(347) - unsigned

06/07/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/14/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

RESOLUTION

**RE: AGREEMENT TO STATE TRANSPORTATION FUND LOCAL BRIDGE REPLACEMENT
PROGRAM GRANT TERMS AND CONDITIONS FOR SAP 031-598-031**

WHEREAS, Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 31578; and

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

WHEREAS, the amount of the grant has been determined to be \$571,672.00 by reason of the lowest responsible bid.

NOW THEREFORE BE IT RESOLVED, Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Itasca County
123 4th Street NE
Grand Rapids, MN 55744

Contact: Karin Grandia, PE

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 031-598-031 Popple River Bridge Old No. – 88201 New No. - 31578	\$571,672.00	\$332,189.64	December 31, 2024

3. Total Amount of LBRP Grant for all projects under this Agreement: \$571,672.00

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____
Terry Snyder

Title: Itasca County Board Chair

Date: _____

By: _____
Karin Grandia

Title: Itasca County Engineer

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____
Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant (Acct 347)	<u>\$571,672.00</u>	Grant Funds:	
Other:		Bridge Construction	<u>\$571,672.00</u>
	\$		\$
	\$		\$
	\$		\$
Subtotal	<u>\$571,672.00</u>	Subtotal	<u>\$571,672.00</u>
Public Entity Funds:		Items paid for with Non-LBRP Grant Funds:	
Matching Funds		Bridge Non-Eligible Items	<u>\$332,189.64</u>
Local Match	<u>\$332,189.64</u>		\$
Other:			\$
	\$		\$
	\$		\$
	\$		
Subtotal	<u>\$332,189.64</u>	Subtotal	<u>\$332,189.64</u>
TOTAL FUNDS	<u>\$903,861.64</u>	TOTAL PROJECT COSTS	<u>\$903,861.64</u>

EXHIBIT B

PROJECT SCHEDULE

(Provide for enough time in the schedule to final the project through the MnDOT state aid pay request process.)

Award Date [May 24, 2022]

Construction Start Date [August 1, 2022]

Construction Substantial Complete Date [October 7, 2022]

Contract Final Completion Date: on or before December 31, 2024

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of _____, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

Itasca County, a political subdivision of the State
of Minnesota

By: _____
Name: Terry Snyder
Title: Itasca County Board Chair

By: _____
Name: Karin Grandia
Title: Itasca County Engineer

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

SAP 031-598-031
Bridge No. – 31578

- EXHIBIT A -
- CR 149 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-598-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY: B.I.A. Tract 407-1078

Tract #03 (Itasca County Tax Parcel #27-018-4200)

The Northwest Quarter of the Southeast Quarter, Section 18, Township 148 North, Range 27 West, Itasca County, Minnesota.

Tract #04 (Itasca County Tax Parcel #27-018-4300)

The Southwest Quarter of the Southeast Quarter, Section 18, Township 148 North, Range 27 West, Itasca County, Minnesota.

EASEMENT TO BE CONVEYED

An easement for highway purposes over, under, and across those parts of **Tract #03** and **Tract #04**, both in the Southeast Quarter of Section 18, Township 148 North, Range 27 West, Itasca County, Minnesota, lying within 50.00 of **ALIGNMENT D149** as defined on SHEET 02 of this **EXHIBIT A**.

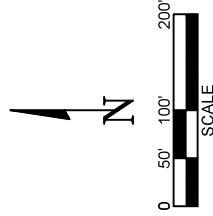
Containing 0.39 acres, more or less, within **Tract #03**.

Containing 2.56 acres, more or less, within **Tract #04**.

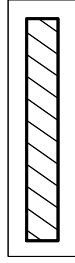
- EXHIBIT A - - HIGHWAY EASEMENT - CR 149 - ITASCA COUNTY, MINNESOTA

NOTES:
ALIGNMENT D149 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF COUNTY ROAD 149.
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY NORTH ZONE.

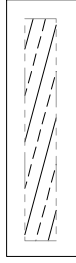
ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-08-26. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.
SEE ROAD ORDER FOLDERS 051 (CIRCA 1908) AND 149 (CIRCA 1914).



- SURVEY MONUMENT
- ▲ CALCULATED POSITION ON ALIGNMENT D149



REPRESENTS HIGHWAY EASEMENT



REPRESENTS ROAD ORDER RIGHT OF WAY

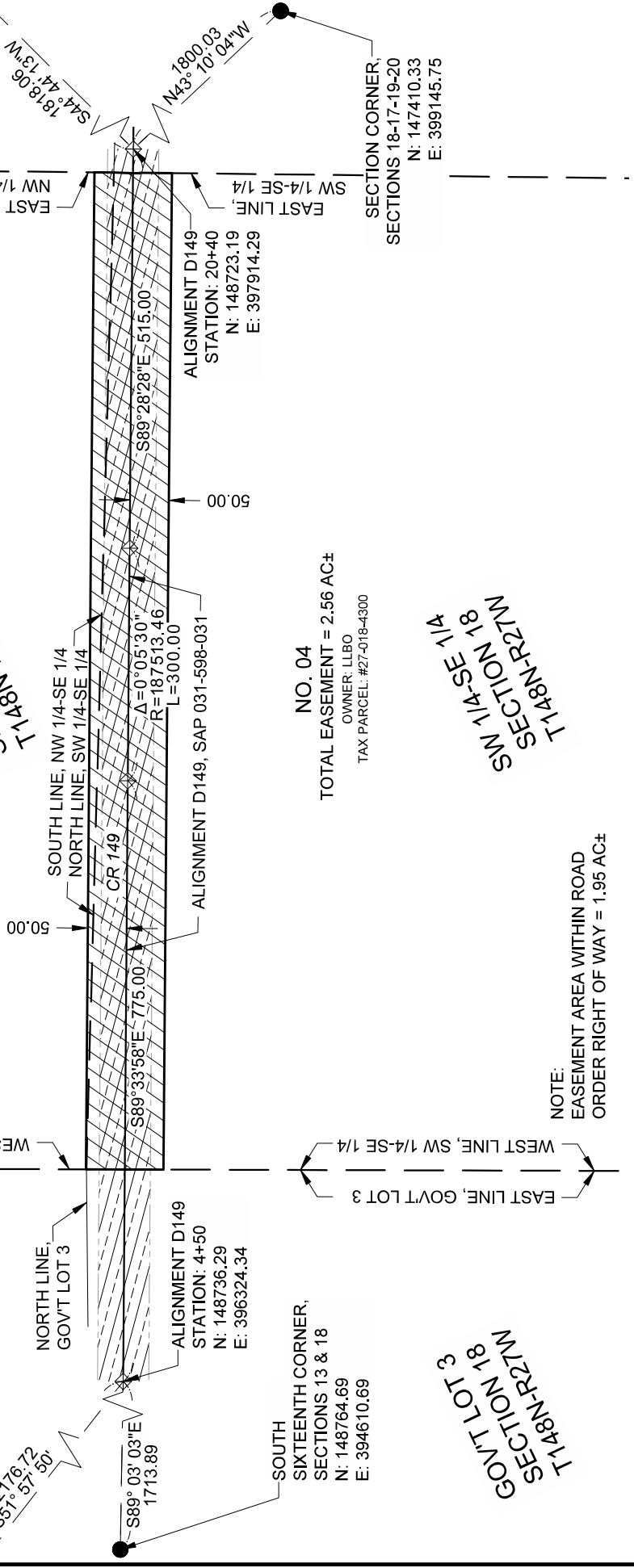
NO. 03
TOTAL EASEMENT = 0.39 AC±

OWNER: LLBO
TAX PARCEL: #27-018-4200

SECTION 18
NW 1/4-SE 1/4
T148N-R27W

QUARTER CORNER,
SECTIONS 18 & 17
N: 150014.63
E: 399193.93

QUARTER CORNER,
SECTIONS 13 & 18
N: 150077.50
E: 394609.91



NO. 04
TOTAL EASEMENT = 2.56 AC±
OWNER: LLBO
TAX PARCEL: #27-018-4300

SECTION 18
SW 1/4-SE 1/4
T148N-R27W

SECTION 18
NW 1/4-SE 1/4
T148N-R27W

NOTE:
EASEMENT AREA WITHIN ROAD ORDER RIGHT OF WAY = 1.95 AC±

- EXHIBIT A -
- CR 149 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-598-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #27-018-3400)

(Description based on recorded Documents #A000494676 & #A000621471)

That part of Government Lot 3, Section 18, Township 148 North, Range 27 West, Itasca County, Minnesota, lying easterly of the West 200 feet thereof.

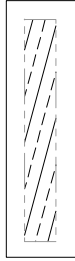
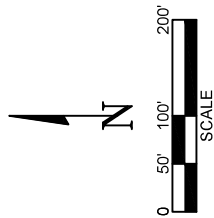
PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #02** in Government Lot 3, Section 18, Township 148 North, Range 27 West, Itasca County, Minnesota, lying northerly of a line offset parallel 50.00 feet southerly from **ALIGNMENT D149** defined with stationing on SHEET 02 of this **EXHIBIT A**, and lying easterly of a line drawn perpendicular to said **ALIGNMENT D149** through Station 4+50.

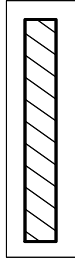
Containing 0.61 acres, more or less.

- EXHIBIT A - - HIGHWAY EASEMENT - CR 149 - ITASCA COUNTY, MINNESOTA

NOTES:
ALIGNMENT D149 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF COUNTY ROAD 149.
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY NORTH ZONE.
ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-08-26. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.
SEE ROAD ORDER FOLDERS 051 AND 149 FOR EXISTING RIGHT OF WAY.



REPRESENTS EXISTING
RIGHT OF WAY



REPRESENTS PERMANENT
EASEMENT

- SURVEY MONUMENT
- ⚡ CALCULATED POSITION ON
ALIGNMENT D149

QUARTER CORNER,
SECTIONS 13 & 18
N: 150077.50
E: 394609.91

S51° 57' 50"E
2176.72

NORTH LINE,
GOV'T LOT 3

50.00

CR 149

ALIGNMENT D149,
SAP 031-598-031

SOUTH LINE, NW 1/4-SE 1/4

NORTH LINE, SW 1/4-SE 1/4

S89° 03' 03"E
1713.89

S89° 33' 58"E
775.00

ALIGNMENT D149
STATION: 12+25
N: 148730.42
E: 397099.32

SECTION CORNER,
SECTIONS 18-17-19-20
N: 147410.33
E: 399145.75

QUARTER CORNER,
SECTIONS 18 & 17
N: 150014.63
E: 399193.93

S58° 29' 15"W
2456.95

N57° 24' 35.27"
10' 30"W

NO. 02

NEW EASEMENT = 0.20 AC±
TOTAL EASEMENT = 0.61 AC±

OWNER: MARGO
TAX PARCEL: #27-018-3400

GOV'T LOT 3
SECTION 18
T148N-R27W

SW 1/4-SE 1/4
SECTION 18
T148N-R27W

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	031-598-031	Old Bridge Number	88201
	New Bridge No.	31578	Over	Popple River
	County of	Itasca	Road or Street No.	CR 149
	Township of	Max	Road or Street Name	
	Municipality of		Proposed Const Year	2020
	Does the municipality have a population of 5,000 or less? ☒ Yes ☐ No			
Eligibility	Bridge Sufficiency Rating <u>63.0</u>		Is this bridge hydraulically deficient? ☐ Yes ☒ No	
	Adequacy Status from Structure Inventory ☒ Structurally Deficient ☐ Functionally Obsolete ☐ Adequate			
	Date of Council/Board action prioritizing this bridge <u>December 13, 2016</u>			
	Is this a road-in-lieu of bridge project? ☐ Yes ☒ No			
Prioritization	How many people are affected by this deficiency? <u>80</u>		What is the ADT on this bridge? <u>40</u>	
	Describe the economic importance of replacing this bridge.			
	Replacing this deficient structure will ensure continued reliable operation of Itasca County's transportation system and provide for safe and efficient movement of goods and services through Itasca County.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ☒ No			
	(Attach additional sheets for explanation if necessary)			
Cost Estimate	Is the township net tax capacity less than \$300,000? ☒ Yes ☐ No			
	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ☒ No			
	National Register of Historic Places link here: http://www.nps.gov/history/nr/research/			
		Eligible Amount	Ineligible Amount	
	Structure Costs	\$ 313,079.00	\$	
	Approach Costs	\$	\$ 100,401.00	
	Engineering Costs	\$	\$ 44,279.00	
DSAE	Total Costs	\$ 313,079.00	\$ 144,680.00	
	Total Project Cost		\$ 457,759	
	 County/City Engineer <u>3-22-19</u> Date			
Approval	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace ☒ Defer ☐	 District State Aid Engineer Signature		<u>4-2-19</u> Date
Approval	STATE AID USE ONLY		Federal-Aid	\$
			State-Aid	\$
			Local/Other	\$
			Town Bridge	\$
			Unallocated Town Bridge	\$
			State Bridge Funds	\$
			Total	\$

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II

GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV

DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V **MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public

Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briesse, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and

documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2410

DEPARTMENT: Land Department
PRESENTER: Kory Cease

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2022 Grand Jam Lease Agreement

BOARD ACTION REQUESTED:

Approve the 2022 Lease Agreement between Itasca County and the Reif Arts Council, for the 2022 Grand Jam Concert, and authorize necessary signatures.

BACKGROUND:

The event contract layout and language used in this Lease Agreement was originally approved by the County Attorney's office (Re: CRT-4171). Proceeds will be sent to the Itasca Agricultural Association to be placed in the Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or pending

SUPPORTING DOCUMENTATION:

1. 2022 Reif Grand Jam Full Agreement

06/07/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/14/2022 2:30 PM
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County of Itasca, Minnesota

Lease Agreement

This Agreement is made effective this 14th day of June 2022, by and between Itasca County ("Lessor"); and Reif Arts Council, ("Lessee"), 720 NW Conifer Dr. Grand Rapids, MN 55744. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
2. **Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as Exhibit A, Exhibit B attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|---|
| ☐ A - Cattle barn | ☐ B - Horse barn |
| ☐ C - Beef Barn | ☐ D - Poultry |
| ☐ F - United Methodist Church | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☒ J - Solid Rock |
| ☐ K - Bingo Hall | ☐ L - Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children's barn | ☒ P - Restroom |
| ☐ Q - 4H Food Booth | ☐ T - Conservation Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☐ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z - Arts and Craft | ☐ AA - Gazebo |
| ☐ CC - Old Beer Garden | ☐ DD - DNR Building |
| ☐ EE - Grand Stand | ☐ FF - Storage |
| ☐ GG - Shelter | ☒ HH - Trailhead Building |
| ☒ Grounds | ☒ Parking Lot |
| ☐ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Exhibit A**. This Lease Agreement is subject to such terms as are set forth in **Exhibit B** as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **July 25, 2022**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **\$2,500.00** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Four Thousand Dollars (\$ 4,000.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions, and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to ~~two~~ **one** weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to ~~two-one~~ **two** weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as **Exhibit A**.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the

discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, the lease-fee shall not be refundable unless mutually agreed upon by both parties of this Agreement, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See Exhibit B.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permited by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744
218 327-2855

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

Reif Arts Council
720 NW Conifer DR
Grand Rapids, MN 55744
Phone 218 327-5783
Cell 218 256-7366

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Only if applicable, Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

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

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this 20th day of May, 2022.

Lessee: Reif Arts Council
(Shantel Dow)

Lessor: County of Itasca

By: Shantel Dow

Its EXECUTIVE DIRECTOR

By: _____

Its _____
Chair of the Board of Commissioners

By: _____

Its _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit A
Lease Agreement
Special Conditions Supplement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as "Lessor", and Reif Arts Council, hereinafter referred to as "Lessee", which was made effective on the 14th day of June 2022.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the 14th day of June 2022.

I. Special Terms.

Activities are described below (i.e., beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

This event will be open to the public on July 23rd, 2022 with, food vendors, and a beer garden. Paid Parking is required except for Mesabi Trail users. Full use of the grounds and buildings as identified in the Lease Agreement will be included throughout the term of this lease agreement.

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. The area known as the Midway will be fully encircled with a fence to help keep visitors in the concert area.
2. Lessee is allowed to use Electric outlets in the leased area.
3. Lessee will be responsible for providing garbage pickup and dumpsters to be removed after the event.
4. Lessee will be responsible for providing and maintaining additional portable restrooms.
5. Lessee will be responsible for all Parking Staff as needed.
6. Lessee will be responsible for providing security in the fenced-in area and the parking lot.
7. Lessee will be allowed to use the Pit Area for additional parking, dependent on weather conditions.
8. Licensed/Permitted Activity under Section 13 "Banned Substances" of the Lease Agreement, if applicable (i.e., beer garden, etc.):
 - a. Lessee will be allowed to serve alcohol within the designated concert area and will be responsible for controlling ingress and egress of alcoholic beverages in the fence-in controlled area, in accordance with the conditions set forth in the Lease Agreement.
 - b. Last call for alcohol will be at 9:30 pm and the Concert will close at 10:00 pm.
9. Mobile Food booths will be limited to 10 mobile food booths.

10. Itasca County Agricultural Association staff will provide cleaning and supplies in the County owned facilities.
11. To assess potential cleanup and damages as related to Security Deposit, all Premises will be reviewed jointly by representatives of both the Lessor and Lessee prior to and following the term of this Agreement. (Monday July 25th)
12. Lessee agrees to follow all CDC, MDH, and Itasca County Public Health COVID-19 guidelines applicable at the time of the event, as well as any State of Minnesota Executive Orders applicable at the time of the event. Lessee acknowledges there may be COVID-19 public health risks to event staff and participants by holding this event.

Exhibit B
Insurance Requirement

INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of CONTRACTOR, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said CONTRACTOR to perform fully, in any respect, all obligations under this contract.
- B. CONTRACTOR agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles
- | | |
|--|---------------|
| | <u>Limits</u> |
| | \$1,500,000 |

- c. Workers' Compensation and Employer's Liability:
- | | |
|--|---------------------|
| | Statutory
Limits |
|--|---------------------|
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d. Employer's Liability
- | | |
|--------------------------|---------------|
| | <u>Limits</u> |
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

CONTRACTOR shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of Itasca County Land Department, 1177 LaPrairie Ave., Grand Rapids MN 55744 The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. CONTRACTOR also agrees that any contract let by CONTRACTOR for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Contractor to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if Contractor is domiciled outside the State of Minnesota.

- b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage
(XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of CONTRACTOR'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

- D. **CONTRACTOR further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein the County reserves the right to terminate, suspend or rescind this contract if the Contractor is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County upon written request.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2412

DEPARTMENT: Sheriff
PRESENTER: Matti Adam

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team (AIM VCET)

BOARD ACTION REQUESTED:

Approve signatures necessary to execute the Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team (AIM VCET)

BACKGROUND:

This agreement came before the board under the name: Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Task Force (AIM). The original JPA went before the board and was approved but insurer, MCIT wanted a change in the title of the group.

Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team (AIM VCET) is formed to investigate, identify, and disrupt illegal drug activity within the counties of Aitkin, Itasca, and Mille Lacs and the cities of Aitkin, and Grand Rapids. The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. AIM VCET Joint Powers Agreement

06/07/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/14/2022 2:30 PM
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**JOINT POWERS AGREEMENT TO FORM
THE AITKIN-ITASCA-MILLE LACS VIOLENT CRIMES ENFORCEMENT TEAM
(AIM VCET)**

WHEREAS, Minn. Stat. §387.03 requires that the sheriff of each county shall keep and preserve the peace of the county and perform all of the duties pertaining to the office; and

WHEREAS, Minn. Stat. §412.221, subd. 32 empowers the city to prevent crime and to provide for the protection of property and the promotion of health, safety, order, and convenience; and

WHEREAS, Minn. Stat. §471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.

NOW, THEREFORE, BE IT RESOLVED by the county boards of Itasca, Aitkin, and Mille Lacs Counties and the city councils of the cities of Aitkin, and Grand Rapids resolve as follows:

I. PURPOSE

The Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team (hereinafter called "AIM VCET") is formed to investigate, identify, and disrupt illegal drug activity within the counties of Aitkin, Itasca, and Mille Lacs and the cities of Aitkin, and Grand Rapids (hereinafter called "Participating Agencies"). The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

The VCET is governed by the VCET Board of Directors (Board). The Board is a joint powers board established under Minn. Stat. § 471.59. The Board meets monthly and reviews the activities of the VCET. The By-Laws and VCET Policies and Guidelines address staffing, supervision, equipment, accounting, management of confidential funds, confidential informants, and daily operations. All actions shall be conducted in a manner consistent with federal and state regulations for grant program funds. All VCET accounts shall be annually audited by an independent auditor.

II. VCET BOARD

The members of the Board shall be the sheriff of each member county, the police chief of each city, and at least one county attorney from a member county as the advisor to the VCET. The Board shall elect a chair which shall be the Board Chair, and a Secretary and Treasurer from among its members. Said officers shall serve a one-year term of office and may serve more than one term. The Board Chair shall be responsible for conducting the business meetings, documenting meeting minutes and maintain frequent communication with the members of the Board and the VCET Commander. The Board Chair, at each of the business meetings, shall review operational activities and expenditures and discuss relevant issues to the VCET. In the absence of the Board Chair, the duties may be assumed by the Secretary of the Board, or in their absence, the Treasurer.

The Chain of Command shall be as follows: The Board, the Board Chair, the VCET Commander, the Team Leader and the investigators. If the VCET Commander requires direction, he may seek such direction from the Board Chair. In the absence of the Board Chair, the Secretary, or in their absence, the Treasurer. In the absence or unavailability of an officer of the Board, the Commander may contact the VCET Commander's Sheriff or other Board member for advice and direction.

All actions of the Board shall be consistent with this Joint Powers Agreement, its By-Laws and VCET and Guidelines. The Board shall adopt such By-Laws and operating rules as it deems necessary. The VCET operations shall adhere to applicable professional guidelines. The Board shall establish the mission and goals of the VCET and shall monitor the progress toward the VCET goals. The Board shall be responsible for the records management system, the statistical records and all financial reports. All VCET policies and procedures shall be adopted by the Board as well as any amendments thereto.

The Board may receive and disburse public funds, private donations and grants to carry out the purposes of this Agreement. The requirements of Minn. Stat. § 471.59, subd. 3 shall apply. The Board shall be strictly accountable to the Participating Agencies for all funds and shall report to the parties hereto on all receipts and disbursements. The reporting period shall be the calendar year. Contracts let and purchases made by the Board shall conform to Minn. Stat. §471.345 (Uniform Municipal Contracting Law). The Treasurer who will be the fiscal agent shall be elected annually by the Board. The Board may elect a fiscal agent upon motion and approval of the majority vote of the Board and consent of the Board member being asked to be the fiscal agent.

The Board shall meet on the call of the Chair or on written notice by any three Board members.

The majority of the Board shall constitute a quorum for a meeting. A majority vote of the full Board shall be necessary to approve a motion. A meeting of the Board shall be required to transact business.

III. NON-WAIVER OF IMMUNITIES

The joining of the Participating Agencies in this Joint Powers Agreement shall not waive any immunities that the parties may enjoy under statute or common law, nor shall the joinder of the parties constitute a "stacking" of any insurance each party carries for their own benefit and/or that of its agents and employees.

IV. VCET OFFICERS

Participating Agencies can assign one or more officers to the VCET. Any change or addition of officers will be voted on by the Board. The Commander shall be a licensed police officer appointed by the Board. Two Team Leaders shall be appointed by the Board to assist the Commander with daily operations.

Employees who are assigned to the VCET shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the assigning agency for all other purposes except that the supervision of their duties during the period of detail may be governed pursuant to this Agreement. Employees who are assigned will be "VCET Officers."

Participation of an assigning agency's employee in the VCET is deemed to advance the interests of the assigning agency. Therefore, participation of an assigning agency's officer in the VCET is deemed to be in the course of the officer's employment with the assigning agency.

VCET Officers assigned to the VCET shall be under the command of the Team Leaders and the VCET Commander.

VCET Officers shall prepare and submit their investigation reports to the VCET Team Leader.

As the VCET will be jointly exercising police power possessed by the Participating Agencies, the terms of Minn. Stat. §§ 471.59, subds. 12 & 12a shall apply.

V. CONTRIBUTIONS

Each Participating Agency agrees to provide resources as agreed in the annual grant application proposal. These resources can include funding, personnel and/or equipment as necessary to meet the annual grant proposal requirements. The amount of contribution made toward the grant match shall be voted on by the Board after agreement by each Participating Agency. The contribution amount shall be reviewed annually. Each Participating Agency shall agree in advance to the number of personnel, funding and equipment to be assigned to the VCET prior to the submittal of the grant.

Each Participating Agency may make financial contributions to be administered by the VCET. The VCET shall not have the power to issue bonds or obligations under the laws by which governmental units may independently issue bonds or obligations as the joint board is not composed solely of members of the Participating Agencies' governing bodies. Minn. Stat. § 471.59, subd. 11.

VI. COORDINATING AGENCY

The Board shall designate a VCET Commander who will be responsible for supervising the day-to-day operations of the VCET, including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Commander, in conjunction with the members of the Board, shall be responsible for development of any recommended changes to the VCET Policies and Guidelines and shall ensure VCET compliance with all current policies and guidelines. The Commander shall present to the Board proposed budgets and grant applications for approval. The Commander shall assess each VCET Officer's training needs and ensure that the VCET Officers comply with the guidelines adopted by the Board.

VII. FISCAL AGENCY

The Board shall elect the Treasurer to serve as the fiscal agent of the Board. The Treasurer shall be responsible for proper fiscal management of the VCET grants and all other resources. The Treasurer shall ensure compliance with all state and federal accounting and auditing requirements, including those described in Minn. Stat. §§ 16B.98, subd. 8 & 16C.05, subd. 5. and oversight of confidential funds.

Any forfeited property and proceeds that stem from the VCET operations shall be accounted for in writing, identifying each case and location of the property. The VCET shall adhere to the guidelines of the agency retaining the property and compliance shall be subject to random audit. Further, any law enforcement proceeds of any forfeiture shall return to the VCET as the law enforcement agency of record. The proceeds of any forfeiture for the prosecutor shall be returned to the prosecution agency that handled the prosecution and forfeiture cases.

VIII. DATA AND PUBLIC INFORMATION RELEASES

Data gathered, collected, stored and used by the VCET shall be subject to the Minnesota Government Data Practices Act and Rules issued pursuant thereto, Minn. Stat. Ch. 13.

The law enforcement agency having venue over the offense for prosecution purposes shall control and be responsible for public information releases, including arrest data. The Participating Agencies understand that government data disseminated to a government entity by another government entity has the same classification at the entity receiving them as they had at the entity providing them. Minn. Stat. § 13.03, subd. 4(c).

IX. LIABILITY AND INDEMNIFICATION

The AIM VCET agrees to defend and indemnify its Participating Agencies for any liability claims arising from VCET activities or operations and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the Participating Agencies to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Participating Agencies that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each Participating Agency to this Agreement expressly declines responsibility for the acts or omissions of another Participating Agency. The Participating Agencies to this Agreement are not liable for the acts or omissions of another Participating Agency to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Participating Agencies. The VCET Board shall provide insurance coverage for the VCET, the VCET Board of Directors and the officers assigned to the VCET. This VCET shall be considered a Joint Powers Entity.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Participating Agency for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the Participating Agencies, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Each Participating Agency shall be responsible for injuries to or death of its own personnel.

Each Participating Agency will maintain workers' compensation insurance or self-insurance covering its own personnel while they are assigned to the VCET or are otherwise participating in or assisting with VCET operations or activities. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the VCET or any other Participating Agency for any workers' compensation benefits paid to its own employees or dependents, that arise out of participation in or assistance with VCET operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees, or volunteers.

Each Participating Agency shall be responsible for damages to or loss of its own equipment. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the VCET, or any other Participating Agency, for damages to or loss of its equipment arising out of participation in or assistance with VCET operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees or volunteers.

All insurance policies and certificates required under this Agreement shall be open to inspection by any Participating Agency and copies of the policies or certificates shall be submitted to the Participating Agency upon written request.

X. DURATION

The duration of this Agreement shall continue until terminated as hereinafter provided.

XI. WITHDRAWAL AND TERMINATION

Any Participating Agency of the VCET may withdraw from this Agreement upon sixty (60) days written notice to all other Participating Agencies and upon the completion of their responsibility to the grant agreement. Upon any Participating Agency's withdrawal, the balance of this entire Agreement remains in full force and effect. Alternatively, this entire Agreement may be terminated at any time by the written agreement of a majority of the Board members.

XII. DISTRIBUTION OF PROPERTY ON TERMINATION OR WITHDRAWAL

A. Termination. Upon complete termination of this Agreement by all Participating Agencies and after the purpose of this Agreement has been completed, any property acquired by the Board as a result of the joint exercise of powers hereunder and any surplus monies shall be returned to the Participating Agencies in proportion to contributions of the Participating Agencies after satisfaction of any liabilities or responsibilities of the Joint Powers Board has been satisfied. Liabilities shall be shared equally among the Participating Agencies.

B. Withdrawal. In the event of withdrawal from this Agreement by one or more Participating Agencies, if two or more of the remaining Participating Agencies continue this Agreement, the remaining Participating Agencies may either distribute the property contributed by the withdrawing Participating Agency to the withdrawing Participating Agency or buy out the withdrawing Participating Agency's interest therein by purchasing the withdrawing Participating Agency's proportionate share of the actual cash value of the property measured at the time of withdrawal of the Participating Agency. Surplus monies or surplus cash shall be retained by the remaining Participating Agencies to this Agreement.

Participating Agencies are eligible for distribution of property accrued after the date of the Participating Agency's inclusion.

XIII. AMENDMENT OF THE JOINT POWERS AGREEMENT

This Agreement may be amended by agreement of all Participating Agencies to the same and upon approval of the Participating Agencies' respective Board of Commissioners.

THIS AGREEMENT, AS AMENDED, IS APPROVED AND ADOPTED by the Participating Agencies as follows:

COUNTY OF ITASCA

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF AITKIN

Dated: May 10, 2022

By: 
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF MILLE LACS

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

CITY OF GRAND RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk

CITY OF AITKIN

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1999

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2408

DEPARTMENT: Assessor

TIME REQUESTED: 5 Minutes

PRESENTER: Amber Peratalo

AGENDA ITEM:

Schedule Additional 2022 County Board of Appeal and Equalization Dates/Times

BOARD ACTION REQUESTED:

Schedule additional dates/times for the 2022 County Board of Appeal and Equalization as follows:
Monday, June 13, 2022 from 12 noon until 3 p.m.; Monday, June 20, 2022 from 12 noon until 3 p.m.;
Tuesday, June 21, 2022 from 9 a.m. until 12 noon; and Wednesday, June 22, 2022 from 9 a.m. until
12 noon.

BACKGROUND:

Per the MN Department of Revenue, available dates for the County Board of Appeal and
Equalization in 2022 are Monday, June 13th through Friday, June 24.

At the February 22, 2022 County Board meeting, the Board scheduled 2022 County Board of Appeal
and Equalization meetings on Monday, June 13, 2022 and Monday, June 20, 2022 from 3-7 p.m.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2397

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Petition for Dust Control on CR 447

BOARD ACTION REQUESTED:

Deny the petition requesting dust control on CR 447.

BACKGROUND:

Overview of the chloride program in Itasca County:

Itasca County is responsible for just over 1,340 miles of roads. Of those roads, only approximately 45% of them are paved. That leaves around 740 miles that are gravel. We currently have a budget of \$400,000, which allows us to apply product on approximately 200 miles of roads.

Chloride is not sprayed on roads for the sole purpose of reducing dust. The idea behind putting chloride on the roads in the summer is to reduce the maintenance costs associated with blading and resurfacing with gravel. As traffic increases, the maintenance needs increase as well. Since we are limited to only putting chloride on about 27% of our gravel system, we must prioritize those roads with higher traffic volumes. Generally speaking, we put chloride on roads that have at least 100 cars per day.

The traffic count on CR 447 is as follows:

2015 - 73 cars/day

2020 - 54 cars/day

These counts simply do not fall within the parameters that the chloride program can sustain. If we were to add chloride on roads with this low of a traffic volume, our budget would need to double.

We do have a program that allows property owners to share in the cost of applying chloride on roads that we don't. The County can cost share with the owner for 50% of the cost or up to a maximum share of \$250. This generally allows owners to have chloride sprayed in front of their house to reduce the dust most impactful to their home.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CR 447 Petition

06/07/2022

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/14/2022 2:30 PM
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PETITION TO HAVE CR. 447 SPRAYED FOR DUST CONTROL

Dean Stege

763-244-0909

Yang Danley

245-2293

Mike Luoma

910-9459

Wayne Dack

218-256-5329

Zachary Hagedorn

(218) 245-5217

Laurie Darnold

(218) 245-2687

Nath. Bannard

218-259-1586

David Burns

218-244-7082

Cathy Lee

218 910 8962

Paul Herschbach

218-398-3987

Doreen

218-256-1038

Ryan Brown

218-910-6129

Robert Clay

218-245-1912

Jim Mack

218-910-8609

George Sammi

218-256-6810



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2406

DEPARTMENT: Transportation
PRESENTER: ARDC & MnDOT

TIME REQUESTED: 30 Minutes

AGENDA ITEM:
Annual Update by ARDC and MnDOT

BOARD ACTION REQUESTED:
Informational

BACKGROUND:
ARDC and MnDOT will present the ATIP (Area Transportation Improvement Plan) for 2022 and future years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022 ATP info packet
2. 2022-Construction-Program-with-map
3. 220510_ATIP_2023_2026_Projects_Itasca_County
4. NE TZD One Pager 2022
5. Overview_0-MN_2017-2021
6. Overview_1-NE_2017-2021
7. 1-Itasca_KA-crashes_2017-2021
8. ARDC TAFY26 RTACFY23 Updates

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Northeast Minnesota Area Transportation Partnership

A full partnership in the planning, identification, prioritization, expenditure and effectiveness measurement on the use of federal transportation funds in Northeast Minnesota.



DISTRICT ONE ASSETS			
Miles of roadway	1,554	Class one rest areas	9
Transit systems	5	Navigable river miles	17
Number of signals	81	2019 Population	354,719
Number of signs	35,722	Area (24% of MN)	19,466 mi ²
Airports	20	Border crossings	2
Counties	8	Bridges (state owned)	560
Cities over 5,000	8		

Role of Area Transportation Partnerships (ATPs)

The Area Transportation Partnerships (ATPs) were created by the Minnesota Department of Transportation (MnDOT) in the early 1990s to emphasize greater public involvement, enhance regional planning and increase cooperation development of Minnesota’s State Transportation Improvement Program (STIP). In addition, the ATP provides management guidance for program administration throughout the year and recommends area program policy. There are eight ATPs throughout Minnesota that are closely aligned with the eight MnDOT districts.

Each year, every ATP develops an Area Transportation Improvement Program (ATIP). The ATIP lists the state, regional and local transportation priorities the area encompassed by ATP boundaries. The Northeast Minnesota ATP includes all of MnDOT District 1 and areas of Districts 2 and 3 in Koochiching, Itasca and Aitkin counties. The regional priorities listed in the ATIP are then recommended for inclusion in year four of Minnesota’s STIP.

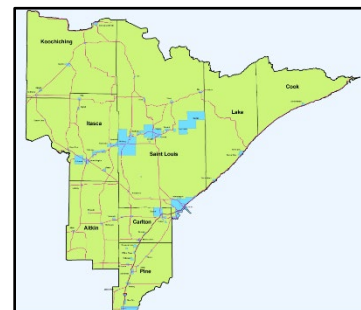
When developing the ATIP, the ATP considers the transportation priorities of the region’s Regional Development Commissions (RDCs), Metropolitan Planning Organizations (MPOs) and MnDOT District Offices.

Counties:

Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, Pine and St. Louis.

Tribal Governments:

Bois Forte Band, Fond du Lac Band, Grand Portage Band and Mille Lacs Band of Ojibwe.





ATP Board Membership

ATP Membership consists of the following voting members, which possess broad, multi-modal and multi-jurisdictional perspectives. Representation includes MnDOT, Regional Development Commissions, Metropolitan Planning Organizations, city, county, and tribal governments, plus area public transit providers and others with planning, engineering, elected office, modal experts and federal and state agency expertise. The ATP approves the regional ATIP and recommends it for inclusion in the statewide STIP.

ATP Voting Members

Agency		Appointer
Elected Officials	8	County boards in the 8 county region
Tribal Elected Official	1	Regional solicitation (Bois Forte, Fond du Lac, Grand Portage Band, Mille Lacs Band)
Air	1	Northern Aero Alliance
Rail	1	Lake and St. Louis Rail Counties Rail Authority (Itasca County Rail Authority as alternate agency)
Sea	1	Duluth Seaway Port Authority
Surface, State	3	MnDOT District One Administration
Surface, Counties	8	County boards in each of the eight-county region
Surface, Local	8	City Councils with populations over 5,000 in the eight-county region
Surface, Tribal	4	Tribal Nations with a majority of the primary sector in the eight-county region
Surface, Forest Service	1	USDA Forest Service Office
Trails/Waterways	1	Minnesota Department of Natural Resources Northeast Region Office
Transit (Urban)	1	Duluth Transit Authority
Transit (Rural)	1	Rural transit providers in the ATP
Metropolitan Area Transportation	1	Duluth-Superior Metropolitan Interstate Council

ATP Advisory Members (Non-voting)

Agency		Appointer
Community Health Boards	3	Community Health Boards in the eight-county region
Economic Development Authority	1	Iron Range Economic Alliance, Duluth Area Chamber of Commerce, and APEX
Regional Development Commission	1	Arrowhead Regional Development Commission





Funding

State Transportation Investment Plan (STIP)

The STIP is a comprehensive four-year schedule of state and local transportation projects eligible for federal highway and transit funding. The STIP must list all transportation projects that seek federal funding under Title 23 (highway) of the U.S. Code and Title 49 (transit) under the U.S. Code and all regionally significant projects requiring action by the federal transportation authorities.

MnDOT updates the STIP annually. MnDOT also prepares guidance to assist each region's ATP members when producing its annual Draft ATIP.

State agencies, State Aid eligible counties and cities with a population greater than 5,000 and tribal governments may apply directly for federal funding. Cities under 5,000 population, townships and quasi-government/non-profit agencies may be eligible for some federal programs but will require sponsorship of their application and project by a qualifying State Aid county or city.

Eligible Projects

Projects eligible for federal funding consideration include these project types:

- **Roadways:** New alignment, expansion, reconstruction, reclamation, recondition and resurfacing
- **Bridges:** Replacement and rehabilitation
- **Safety:** Improvements designed to reduce the number and severity of crashes
- **Transportation Alternatives:** Bike trails/paths, sidewalks, pedestrian facilities, Scenic Byway corridor enhancements, Safe Routes to School improvements, etc.
- **Transit Capital:** Replacement and refurbishment of public transit buses





Funding Sources and Program Categories Used in the ATIP

MnDOT has established several investment programs for the ATPs and MnDOT District Offices to help support statewide planning goals and objectives.

The individual programs are tailored to attain declared national and state transportation system performance targets, while ensuring sufficient investment in local transportation needs.

Each investment program has its own unique focus and set of criteria. Generally speaking, programs intended to invest in local road systems are administered by the ATPs, while programs that are intended for improvements on the State Trunk Highway System are administered by MnDOT.

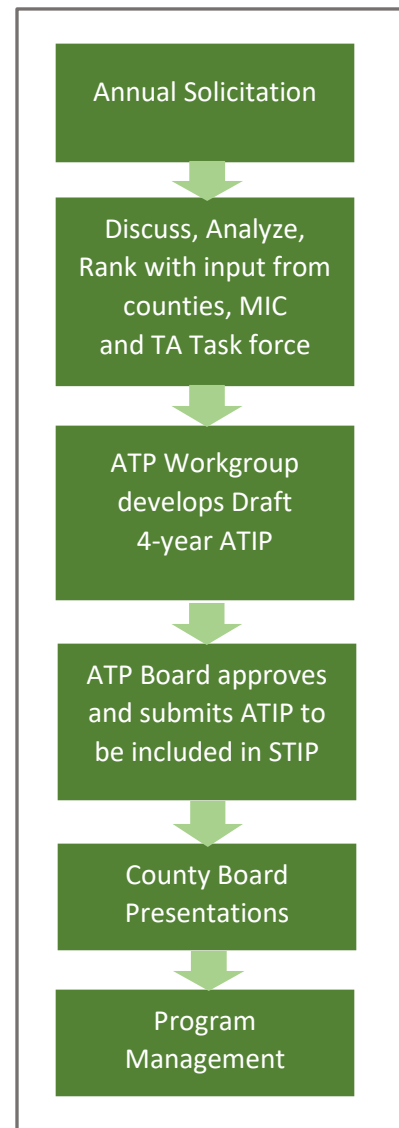
Program	Source	Applicant	System Type
Statewide Performance Program	Federal National Highway Performance Program (NHPP) State Trunk Highway matching funds	MnDOT <i>District Office</i>	Principal Arterial roadways and bridges
District Risk Management Program	Federal Surface Transportation Program (STP) State Trunk Highway funds	MnDOT <i>District Office</i>	Principal and Non-Principal Arterial roadways
ATP Managed Program	Federal STP Funds	Local <i>City, county, and tribal governments and public transit providers</i>	Any Federal aid eligible route or public transit system
Transportation Alternatives (TA) Program	Federal TA Program funds	Local <i>City, county, and tribal governments and select non-profits</i>	Active transportation enhancements, Safe Routes to School, and Scenic Byways
Highway Safety Improvement Program (HSIP)	Federal HSIP funds	MnDOT <i>District Office</i> Local <i>City, County, and Tribal governments</i>	Any Federal Aid eligible route





ATP Process

2021-2022 ATIP Development Process for 2026 Projects	
September	TA Program solicitation begins. Information is published on www.nemnntp.org.
October	- TA Program workshop for applicants - TA Program LOI due October 29, 2021
November	ATP project applications are sent out to eligible applicants. Counties collaborate to support equitable funding for rural projects. The MIC decides the projects in the Duluth MPO area.
January	ATP and TA Program applications due January 14, 2022
February	- TA Program applications are scored by TA Program Task Force - ATP project submissions are reviewed by ATP - MIC reviews recommended ATIP and TA Program projects for Duluth area MPO projects
March	The ATP Workgroup creates the draft ATIP
April	- ATP Board meeting on April 13, 2022 - County Board presentations - ATP Board reviews and approves the draft ATIP
May	- County Board presentations - Public comment period
June	- County Board presentations - Public comment period - Final STIP sent to St. Paul
July/August	STIP approval by Commissioner of Transportation
September/October	STIP approved by Federal Transportation Authorities





Northeast Minnesota ATP - FY 2026 Investments

Program and Funding Source	MnDOT: D1 State and Federal Funds	Local: Duluth MPO Federal Funds	Local: Rural Federal Funds
Performance Program – Bridge and Pavement	\$58,000,000	N/A	N/A
ATP Managed Program	N/A	\$2,960,000	\$4,440,000
Highway Safety Improvement Program Funds: Federal HSIP	\$1,400,000	\$1,700,000	
Transportation Alternatives Program Funds: Federal TA Program	N/A	\$900,000	
	District 1 total: \$59,400,000		\$10,000,000
	<i>Federal Funds</i>	<i>State Funds</i>	
	\$27,000,000	\$32,400,000	

Resources and Contacts

Websites:

Northeast Minnesota ATP
www.nemnntp.org

MnDOT District 1
www.dot.state.mn.us/d1/

Arrowhead Regional
Development Commission
www.ardc.org

Contacts:

Bryan Anderson
MnDOT D1 Planning Director
218-725-2794
bryan.anderson@state.mn.us

Ron Chicka
Metropolitan Interstate Council (MIC)
Director
218-529-7506
rchicka@ardc.org

Andy Hubley
Arrowhead Regional Development
Commission Director
218-529-7512
ahubley@ardc.org



2022 District 1 Construction Program

Carryover Projects

- 1 Hwy 1/53/73 (SP 3101-37)**
Location: On Hwy 1 from Hwy 65 to Hwy 53 and on Hwy 73 from Hwy 1 to Hwy 53 and one mile north of Cook at the County Road 115/ Ashawa Road north junction Hwy 1 in Itasca and St. Louis counties
Description: Culvert work
Date: May to June
Cost: \$50,000
Impact: Lane closures
Website:
mndot.gov/d1/projects/hwy1resurfacing
- 2 Hwy 23 (SP 6910-106, 6910-107)**
Location: Hwy 23 and 134th Street in Fond du Lac in Duluth
Description: New road connection from Hwy 23 to 4th Street in Fond du Lac; Cemetery restoration
Date: May 2021 to Nov 2022
Cost: \$1,824,000
Impact: Lane closures
Website:
mndot.gov/d1/projects/hwy23roadconnection
- 3 I-35, I-535, Hwy 53 (SP 6982-322)**
Location: In Duluth
Description: Replace bridges and reconstruct the I-35, I-535, Hwy 53 interchange
Date: Fall 2020 to 2024
Cost: \$275.8 million
Impact: Closures, detours
Website:
mndot.gov/d1/projects/twin-ports-interchange

- 4 Hwy 53 (SP 3608-48)**
Location: On Hwy 53 from Crescent Dr to 3rd Street and on Hwy 11 from the east junction of Hwy 53 in International Falls in Koochiching County
Description: Manhole cover repairs, turf, and final striping
Date: July 2020 to June 2022
Cost: \$50,000
Impact: Lane closures
Website:
mndot.gov/d1/projects/hwy-53-international-falls
- 5 Hwy 61 (SP 3805-79)**
Location: Silver Creek Bridge near Two Harbors in Lake County
Description: Bridge replacement
Date: May to Oct 2022, May to Oct 2023
Cost: \$4 million
Impact: Bypass, lane closures
Website:
mndot.gov/d1/projects/hwy61-bridges
- 6 Hwy 123 (SP 5802-24)**
Location: In Sandstone in Pine County
Description: Pavement resurface and ADA improvement
Date: May to July 2022
Cost: \$1,676,500
Impact: Lane closures, detour
Website:
mndot.gov/d1/projects/hwy123-sandstone

Districtwide (SP 8821-333)

Location: Hwy 200
Description: Bituminous chip seal
Date: June 2022
Cost: \$200,000
Impact: Lane closures

Total Carryover Projects: 8

New Projects

- 7 Hwy 1 (SP 3101-38)**
Location: East of Effie from Deer Lake to east junction of Hwy 65 in Itasca County
Description: Bituminous reclaim and resurfacing
Date: July to Nov
Cost: \$6.3 million
Impact: Lane closures with signals and flaggers
Website:
mndot.gov/d1/projects/hwy-1-reclamation
- 8 Hwy 6 (SP 1104-26)**
Location: In Remer from the west to east junctions of Hwy 200 in Cass County
Description: Urban reconstruction
Date: June to Sept
Cost: \$2.1 million
Impact: Lane closures, local detour
Website:
mndot.gov/d1/projects/remer
- 9 Hwy 33 (SP 0905-57)**
Location: At Gillette Rd in Cloquet in Carlton County
Description: RCI construction
Date: Aug to Oct
Cost: \$1 million
Impact: Lane closures
Website:
mndot.gov/d1/projects/hwy33

2022 District 1 Construction Program

10 I-35 (SP 0980-158)

Location: Near Barnum in Carlton County

Description: Concrete pavement resurface

Date: June to Oct

Cost: \$9.5 million

Impact: Ramp detour; northbound closure, traffic directed to southbound

Website:

mndot.gov/d1/projects/i35-barnum

11 I-35 (SP 6982-345)

Location: From Cloquet to Duluth in Carlton and St. Louis Counties

Description: Fiber optic cable installation

Date: May to Sept

Cost: \$600,000

Impact: Shoulder closures

12 Hwy 37 (SP 6947-55)

Location: Intersection with Cty Rd 7 in St. Louis County

Description: Roundabout construction

Date: June to Oct

Cost: \$3.1 million

Impact: Staged construction with lane shifts, Cty Rd 7 detour

Website: mndot.gov/d1/projects/th-37/

13 Hwy 53 (SP 6919-18)

Location: At Komatsu (P&H Rd) in Virginia in St. Louis County

Description: Intersection improvement

Date: June to Oct

Cost: \$464,000

Impact: Lane closures, P&H Rd detour

Website:

mndot.gov/d1/projects/hwy53-intersection

Hwy 53 (SP 8821-353)

Location: From Duluth to International Falls in St. Louis and Koochiching Counties

Description: Sign replacement

Date: Sept to Nov 2022, May to Aug 2023

Cost: \$3.6 million

Impact: Shoulder closures

15 Hwy 53 (SP 3608-55)

Location: On Hwy 53 from Crescent Drive to 7th Street in International Falls in Koochiching County

Description: Landscaping

Date: May to July

Cost: \$280,000

Impact: Shoulder closures

Website:

mndot.gov/d1/projects/hwy-53-international-falls

16 Hwy 61 (SP 3805-99)

Location: Stewart River Bridge near Two Harbors in Lake County

Description: Bridge construction, bridge rehabilitation

Date: May to Oct 2022, May to Oct 2023

Cost: \$3 million

Impact: Lane closures

Website:

mndot.gov/d1/projects/hwy61-bridges

17 Hwy 65 (SP 3609-42)

Location: From east junction Hwy 1 to .5 mi S of Cty Rd 8 in Itasca and Koochiching Counties

Description: Pavement resurface, culvert work, guardrails, tree clearing

Date: June to Dec

Cost: \$11.1 million

Impact: Detour, lane closures

Website:

mndot.gov/d1/projects/hwy65-itasca

18 Hwy 73 (SP 6929-21)

Location: Culvert 0.5 mi S of Beauty Mountain Rd and Hwy 73 bridge at Cty Hwy 16 in St. Louis County

Description: Culvert and bridge replacement

Date: Culvert: Aug to Nov 2022, bridge: May to Oct 2023

Cost: \$1 million

Impact: Detour

Website:

mndot.gov/d1/projects/hwy73bridge

19 Hwy 135 (SP 6912-80)

Location: From intersection of Cty Rd 715 to just east of the intersection of Cty Rd 4 in Biwabik in St. Louis County

Description: Landscaping

Date: Sept to Oct

Cost: \$475,000

Impact: Shoulder closures

Website:

mndot.gov/d1/projects/hwy135biwabik

2022 District 1 Construction Program

20 Hwy 194 (SP 6932-14)

Location: At intersection with Midway Rd in Hermantown in St. Louis County

Description: Roundabout construction, Bituminous Mill and Overlay

Date: June to Aug

Cost: \$4 million

Impact: Detour, lane closures

Website:

mndot.gov/d1/projects/hwy-194

21 Hwy 194/53 (SP 6932-113)

Location: At intersection of Hwy 194 and Hwy 53 in Hermantown in St. Louis County

Description: RCI construction

Date: May to Sept

Cost: \$2.5 million

Impact: Detour, lane closures

Website:

mndot.gov/d1/projects/hwy-194

22 Hwy 210/73 (SP 0915-32)

Location: In Cromwell in Carlton County

Description: Urban reconstruction

Date: May to Oct

Cost: \$3,713,000

Impact: Detour, lane closures, temporary signal

Website:

mndot.gov/d1/projects/hwy210cromwell

23 I-535 Blatnik Bridge (SP 6981-27)

Location: Blatnik Bridge in Duluth in St. Louis County

Description: Bridge maintenance

Date: May to late Sept

Cost: \$6.3 million

Impact: Lane closures

Website:

mndot.gov/d1/projects/blatnik-maintenance

Districtwide (SP 8821-334)

Location: Districtwide

Description: Crack repair

Date: May to July

Cost: \$1,322,938

Impact: Lane closures

Districtwide (SP 8821-332)

Location: Districtwide

Description: Traffic camera installation

Date: Sept to Nov

Cost: \$405,000

Impact: Lane closures

Districtwide (SP 8821-324)

Location: Hwys 45, 33, 210

Description: Chip seal

Date: May to July

Cost: \$2 million

Impact: Lane closures

Districtwide (SP 8821-347)

Location: Districtwide

Description: Lighting replacement

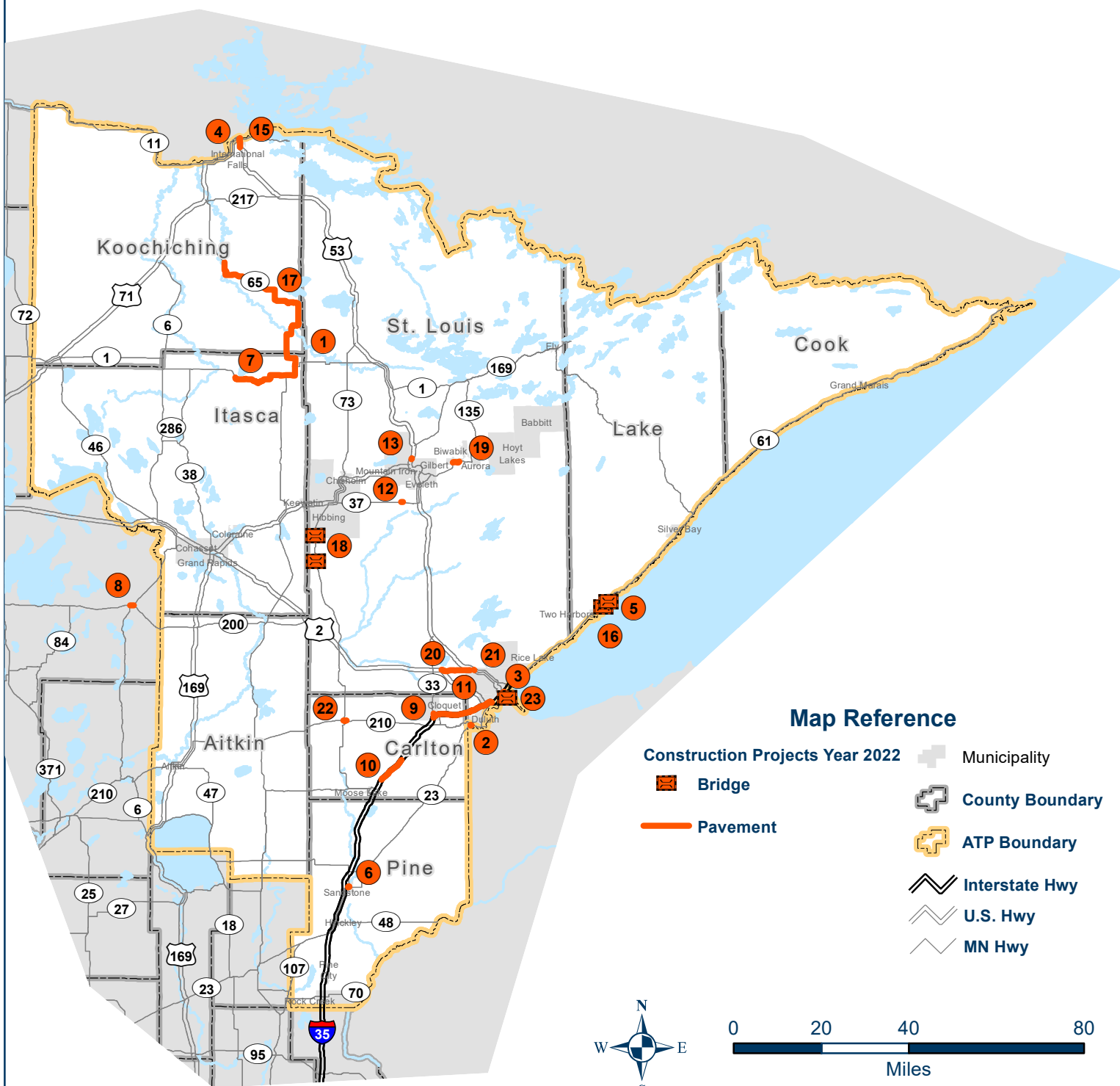
Date: May to July

Cost: \$457,000

Impact: Lane closures

Total New Projects: 21

MnDOT District 1 ATP Construction Year 2022

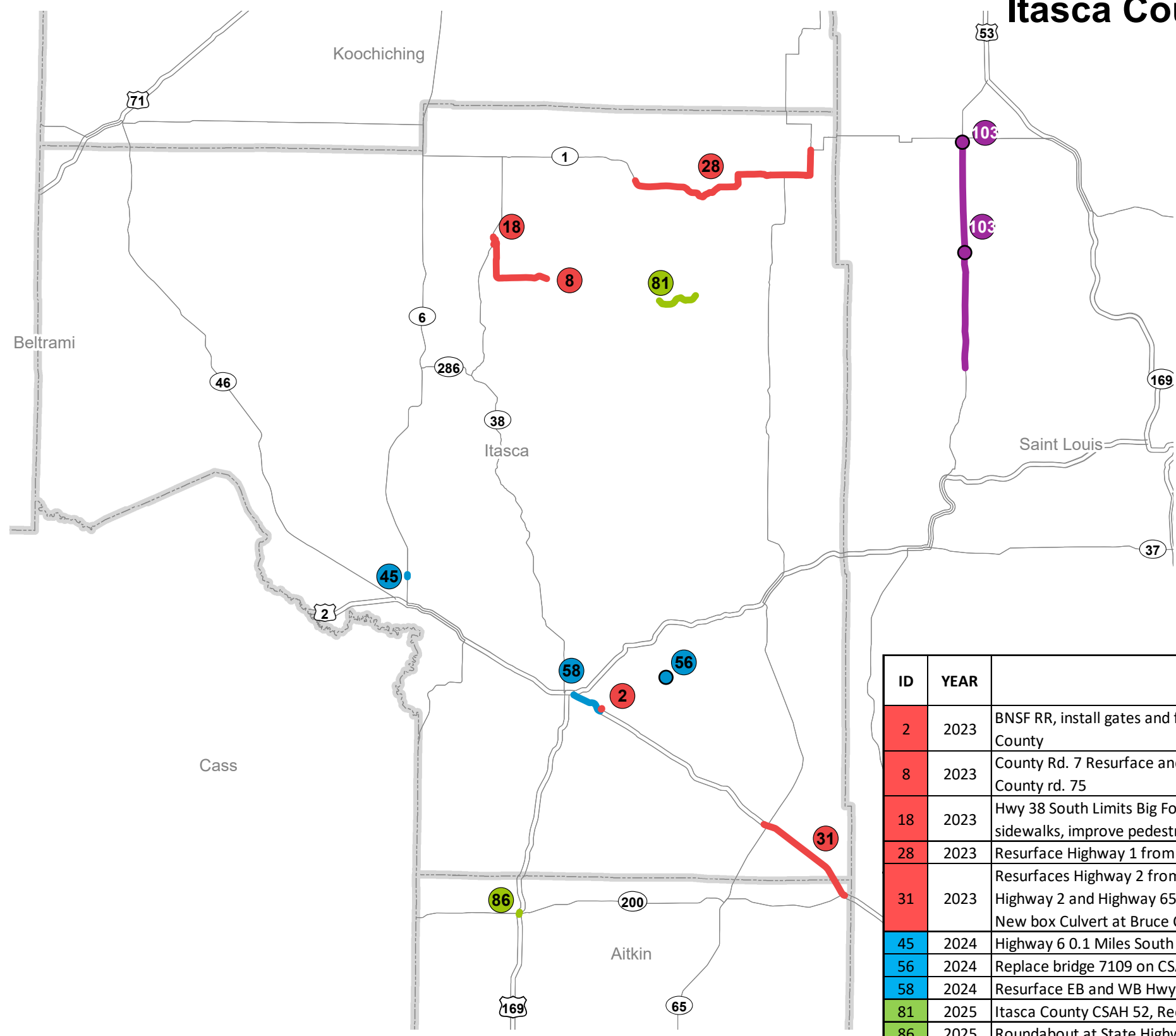


MnDOT makes no warranties, guarantees, or representations for accuracy of this information and assumes no liability for errors or omissions

Updated: 1/25/2022

To request information from this document in an alternative format call 651-366-4718

Itasca County - ATIP Project Locations 2023-2026



ATIP Projects by Year

Bridge

- 2023
- 2024
- 2025
- 2026

Pavement

- 2023
- 2024
- 2025
- 2026

Trunk Highway System

- Interstate Trunk Highway
- U.S. Trunk Highway
- Minnesota Trunk Highway

ID	YEAR	Project Description	Who	Agency	STIP Total	Project Total
2	2023	BNSF RR, install gates and flashing lights at M70, Gunn Rd, Coleraine, Itasca County	A	MNDOT	\$350,000	\$350,000
8	2023	County Rd. 7 Resurface and reconstruct the highway, from State Hwy 38 to County rd. 75	L	ITASCA COUNTY	\$2,500,000	\$2,500,000
18	2023	Hwy 38 South Limits Big Fork to 0.3 miles South CR14 Resurface roadway, sidewalks, improve pedestrian access	S	MNDOT	\$2,500,000	\$2,500,000
28	2023	Resurface Highway 1 from 0.5 miles North of Bass Lake Rd to Highway 65.	S	MNDOT	\$5,868,420	\$5,868,420
31	2023	Resurfaces Highway 2 from Highway 65 to Highway 200 and junction of Highway 2 and Highway 65 in Swan River. Construct a roundabout, turn lanes, New box Culvert at Bruce Creek and safety improvements.	S	MNDOT	\$4,100,000	\$6,100,000
45	2024	Highway 6 0.1 Miles South of Itasca County Rd 142. Replace Centerline Pipe	S	MNDOT	\$150,000	\$150,000
56	2024	Replace bridge 7109 on CSAH 70 over SWAN RIVER	L	ITASCA COUNTY	\$1,000,000	\$1,000,000
58	2024	Resurface EB and WB Hwy 2 in Grand Rapids to just east of La Prairie Ave	S	MNDOT	\$3,900,000	\$3,900,000
81	2025	Itasca County CSAH 52, Reconstruct	L	ITASCA COUNTY	\$3,000,000	\$3,000,000
86	2025	Roundabout at State Highway169 at Highway 200 in Hill City.	S	MNDOT	\$1,417,000	\$1,417,000
103	2026	Resurface Hwy 73 from 0.4 miles South of Johnson Rd to Hwy 1 and replace bridges over the Sturgeon River and Little Fork River	S	MNDOT	\$14,060,000	\$17,060,000



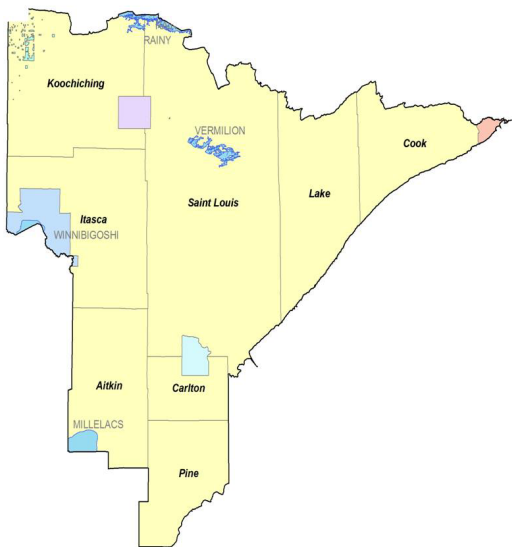
Northeast Minnesota Toward Zero Deaths

Mission:

To create a culture for which traffic fatalities and serious injuries are no longer acceptable through the integrated application of education, engineering, enforcement and emergency medical and trauma services. These efforts will be driven by data, best practices and research.

Values:

- ❖ Continuous improvements,
- ❖ Engage partners and
- ❖ Evidence-based approaches.

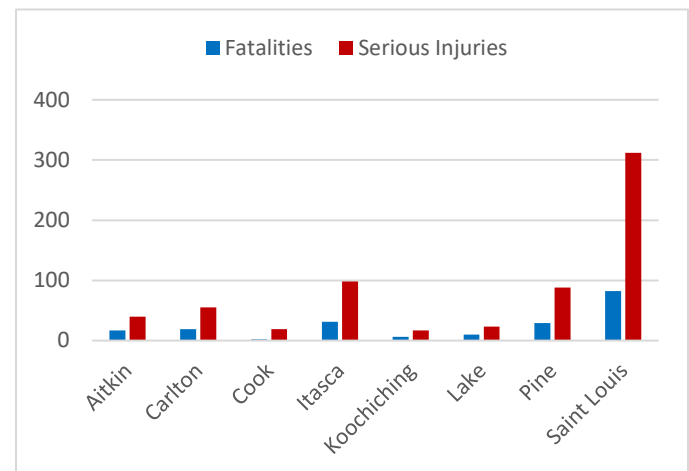


The Northeastern Minnesota Toward Zero Deaths (TZD) program began in 2010. The counties involved include: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, Pine, St. Louis

The leading cause of deaths and severe injuries in Northeastern Minnesota include:

- ❖ **Alcohol**,
- ❖ **Distraction**,
- ❖ **Speed** and
- ❖ Lack of **Seatbelt** use.

Northeast Region Minnesota Fatalities and Serious Injuries
by County (2017-2021*)



The leading type of crash resulting in deaths and severe injuries include:

- ❖ **Careless/negligent driving**
- ❖ **Failure to keep in proper lane**

The Northeastern Minnesota TZD program is led by a steering committee comprised of the "4 Es:"

- ❖ Enforcement
- ❖ Engineering
- ❖ Education
- ❖ Emergency Medical and Trauma Services

Northeast Minnesota TZD Leadership Contacts

Engineering

Duane Hill, PE
MnDOT District Engineer
218-725-2704
duane.hill@state.mn.us

Enforcement

Captain Chip Lemon
Minnesota State Patrol
218-302-6100
charles.lemon@state.mn.us

Enforcement

Captain Jason Engeldinger
Minnesota State Patrol
218-735-3721
jason.engeldiger@state.mn.us

Education / EMS

Holly Kostrzewski, MPH
Northeast MN TZD Coordinator
218-725-2828
holly.kostrzewski@state.mn.us



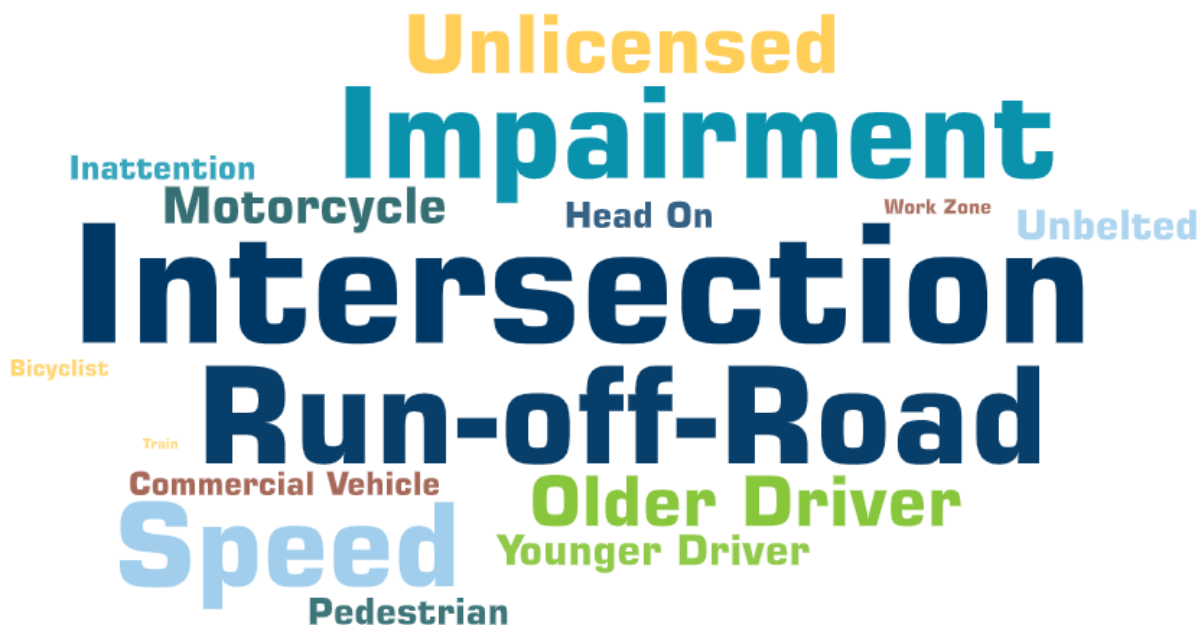
Statewide Crash Summary

Fatal and Serious Injury Crashes, 2017-2021*

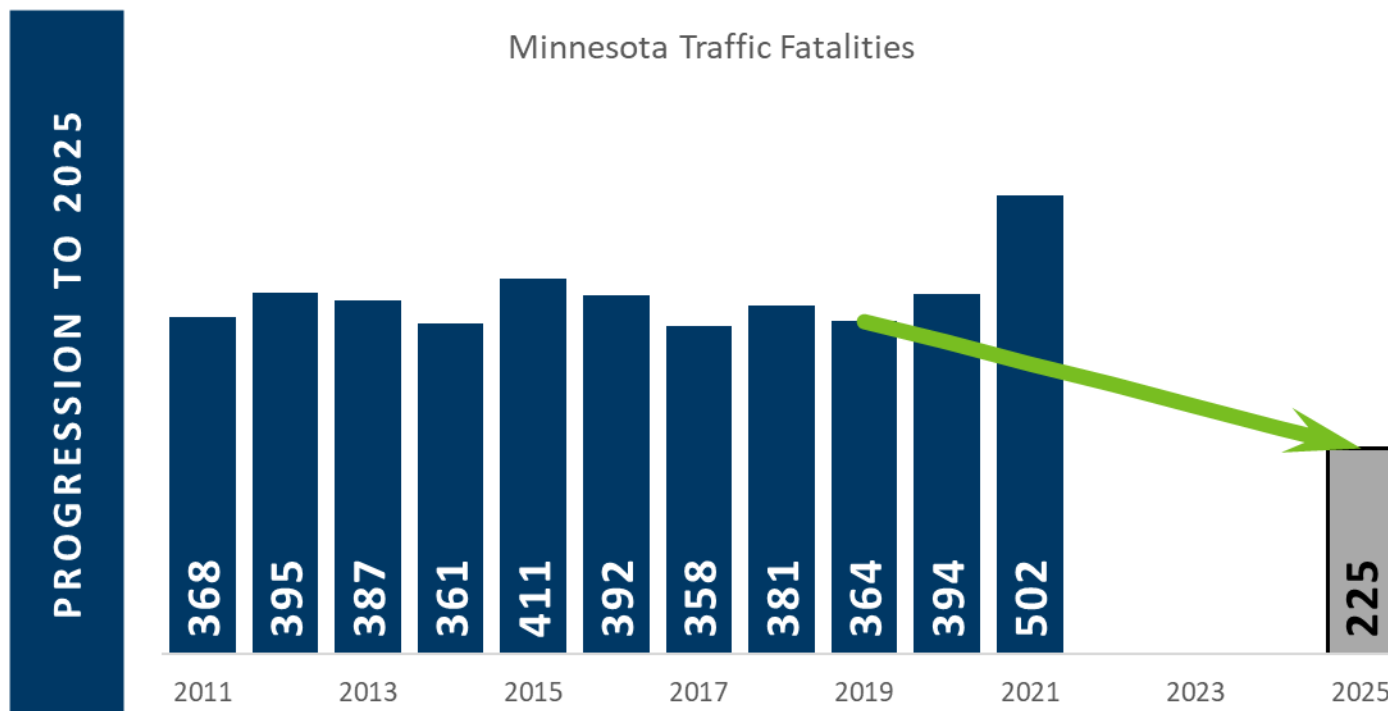
* 2021 data is preliminary as of March 22, 2022

The prevalence of each Strategic Highway Safety Plan focus area is based on the percent of fatal and serious injury crashes. The size of the words or phrases represent this prevalence.

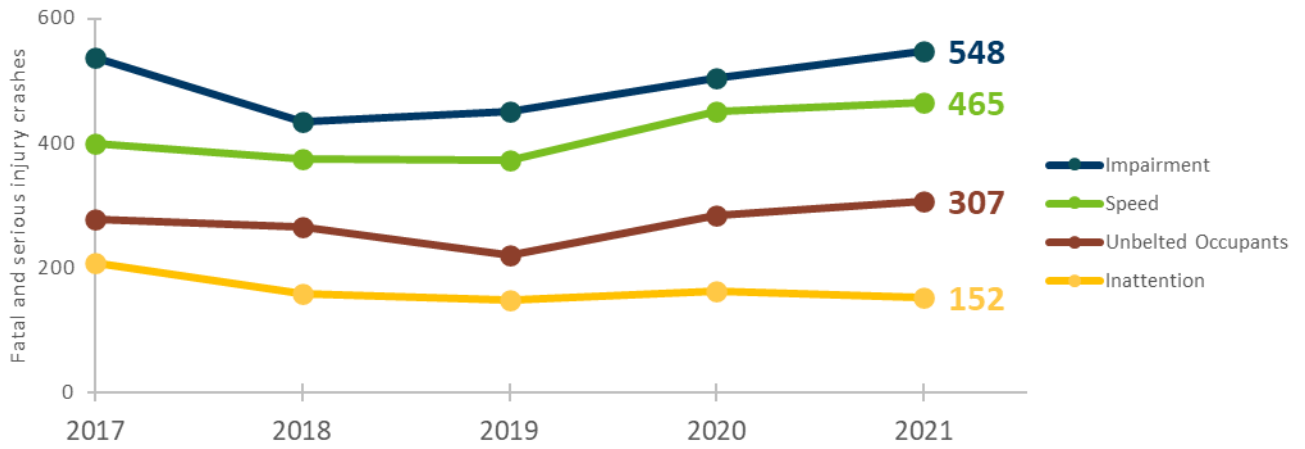
Strategic Highway Safety Plan (SHSP) Focus Areas



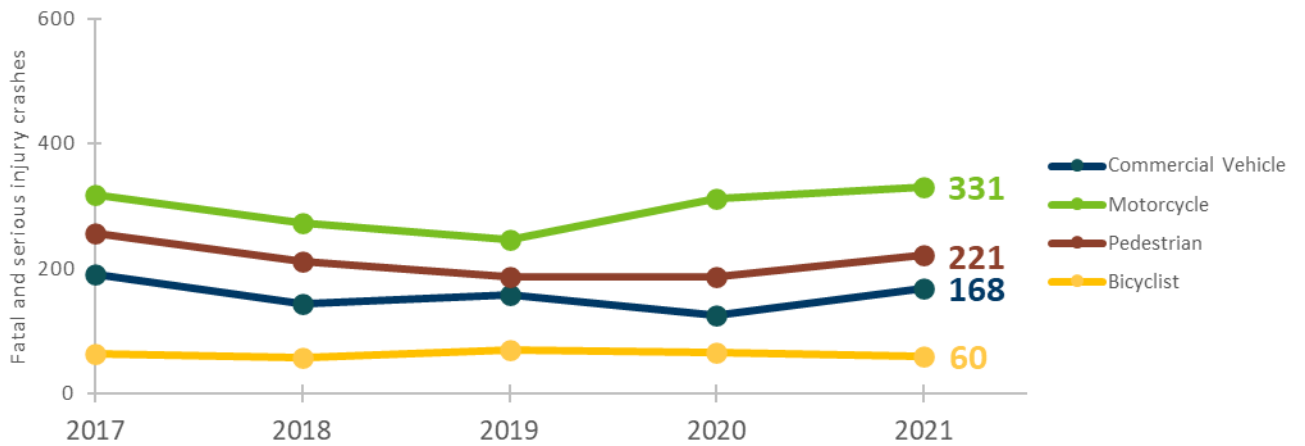
2017-2021, fatal and serious injury crashes in Minnesota, statewide



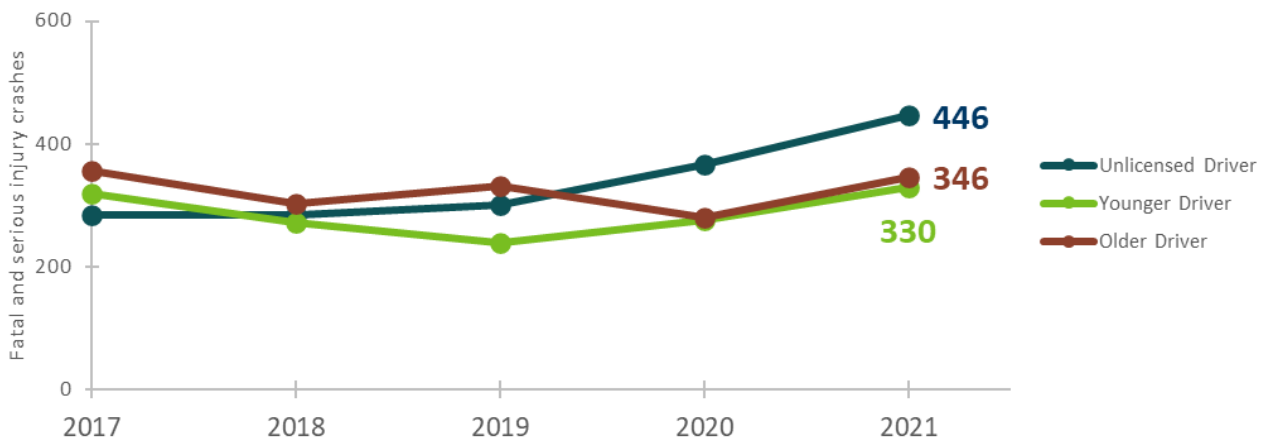
BEHAVIORS



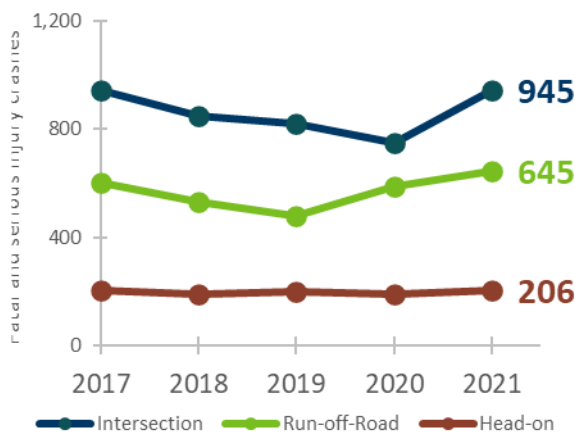
Modes



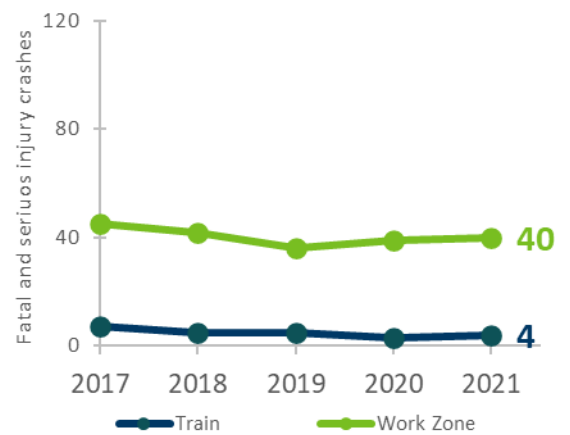
DRIVERS

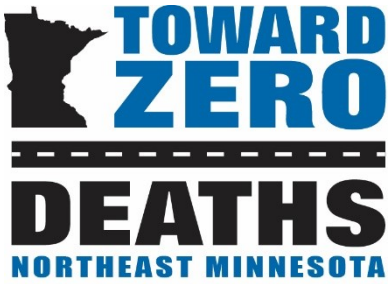


ENGINEERING



COMPLEX ENVIRONMENTS





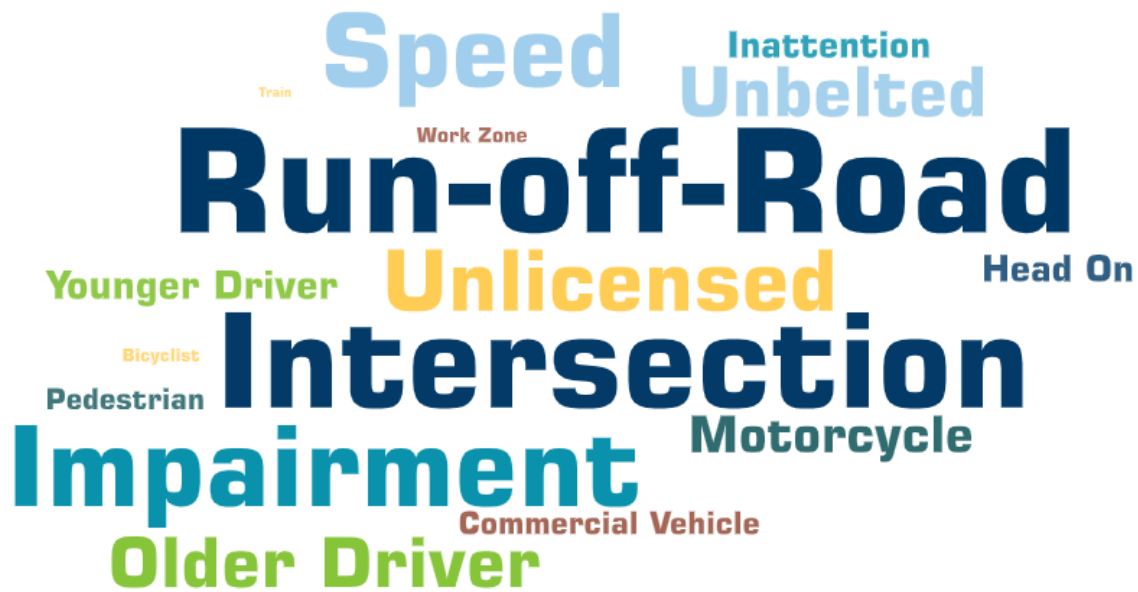
Northeast Regional Summary

Fatal and Serious Injury Crashes, 2017-2021*

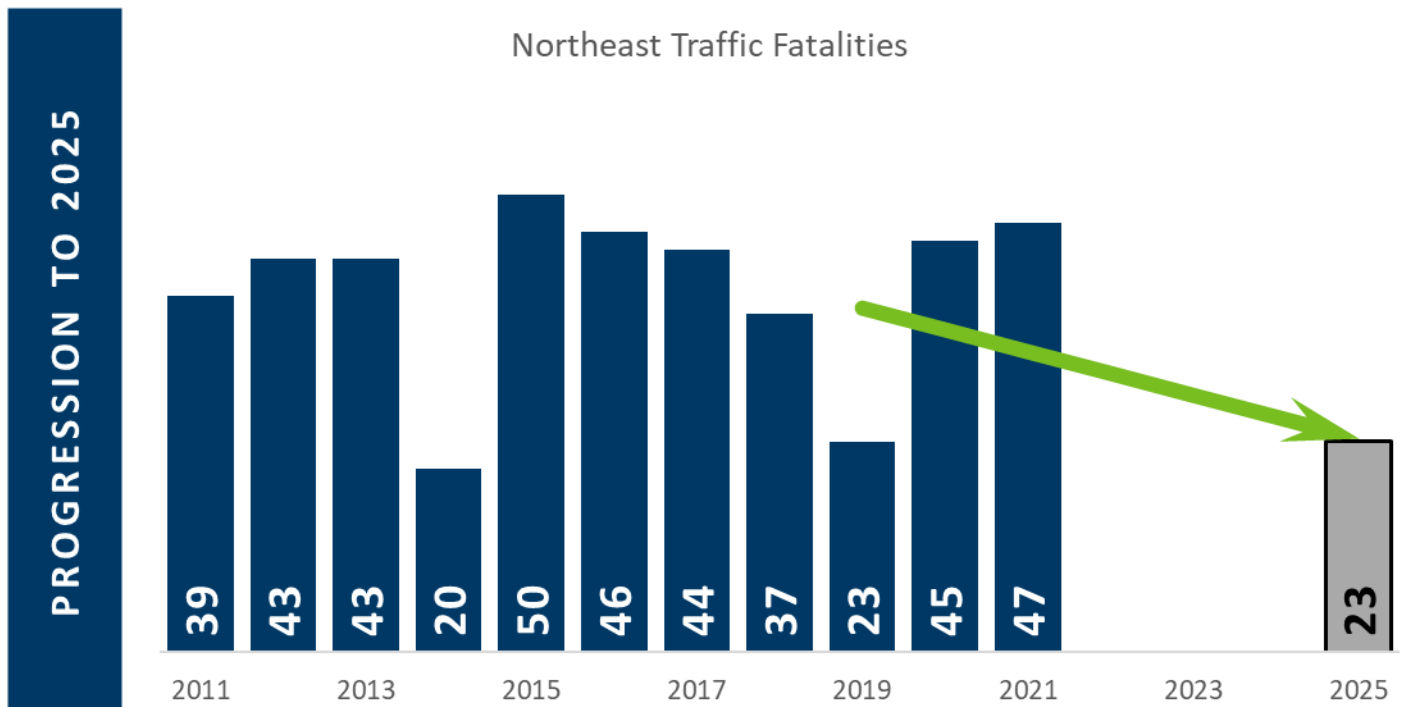
* 2021 data is preliminary as of March 22, 2022

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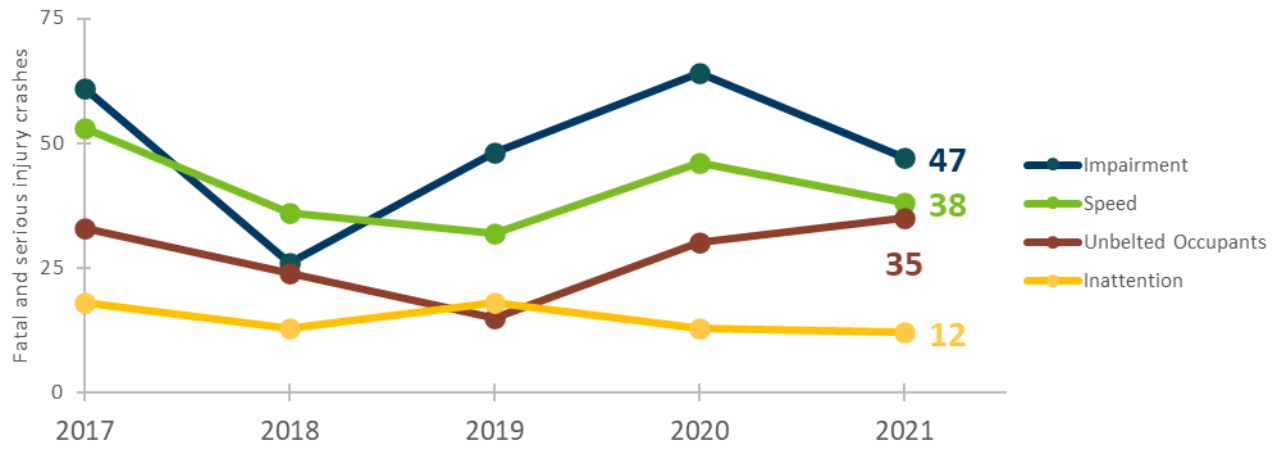
Regional Focus Areas



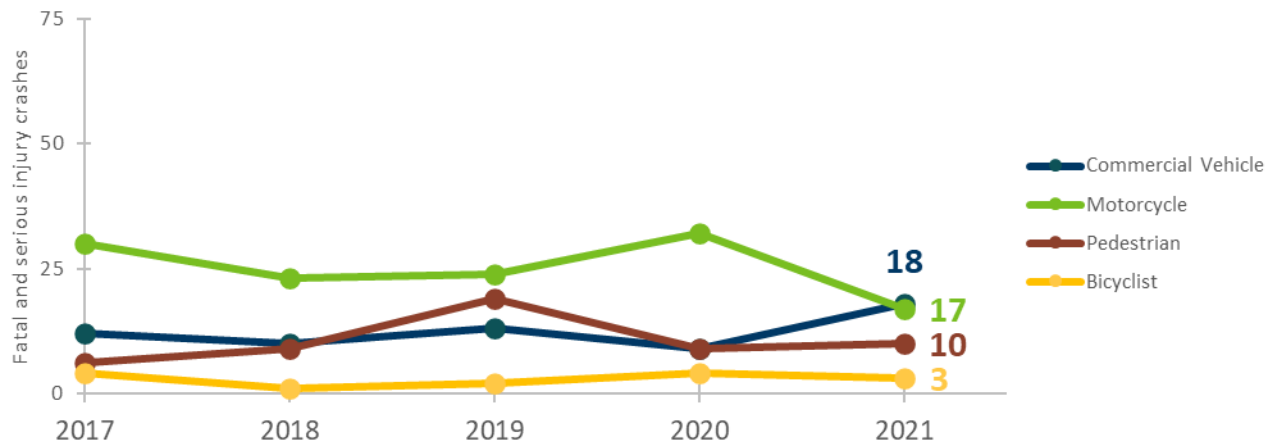
2017-2021, fatal and serious injury crashes in Northeast TZD Region



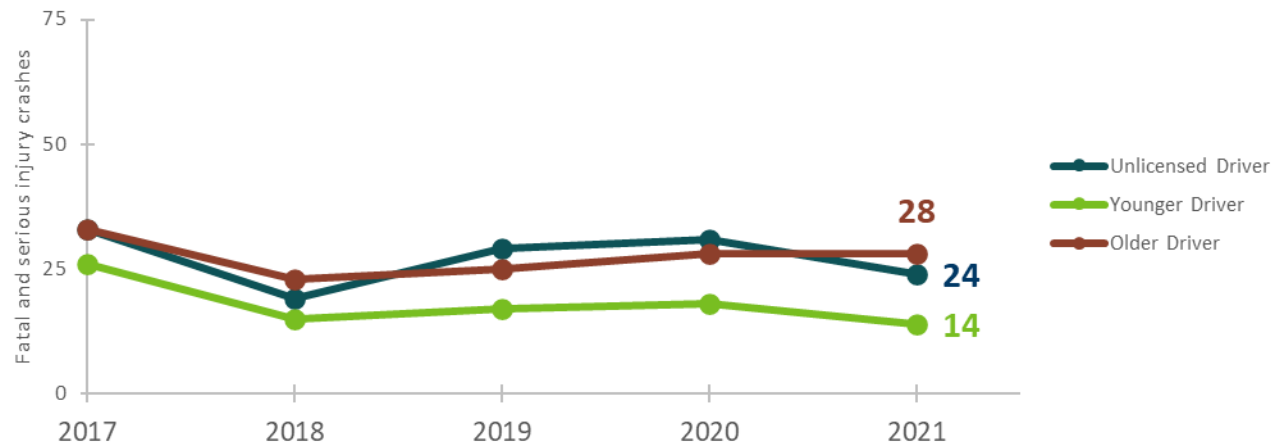
BEHAVIORS



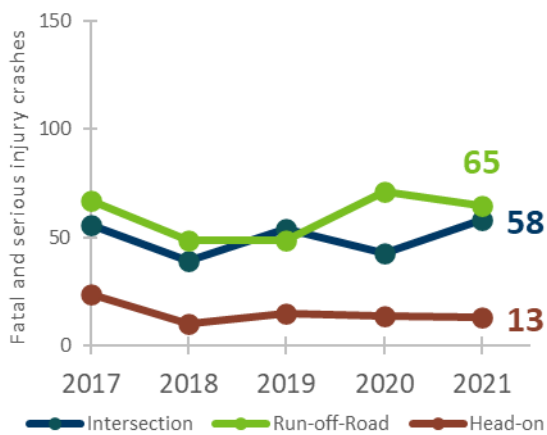
MODES



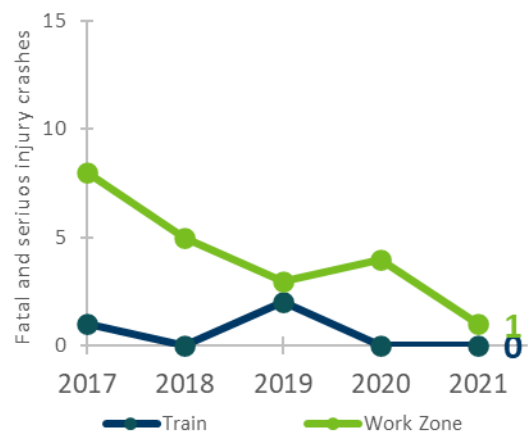
DRIVERS



ENGINEERING

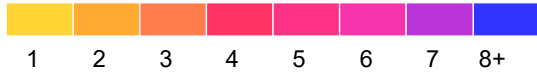


COMPLEX ENVIRONMENTS

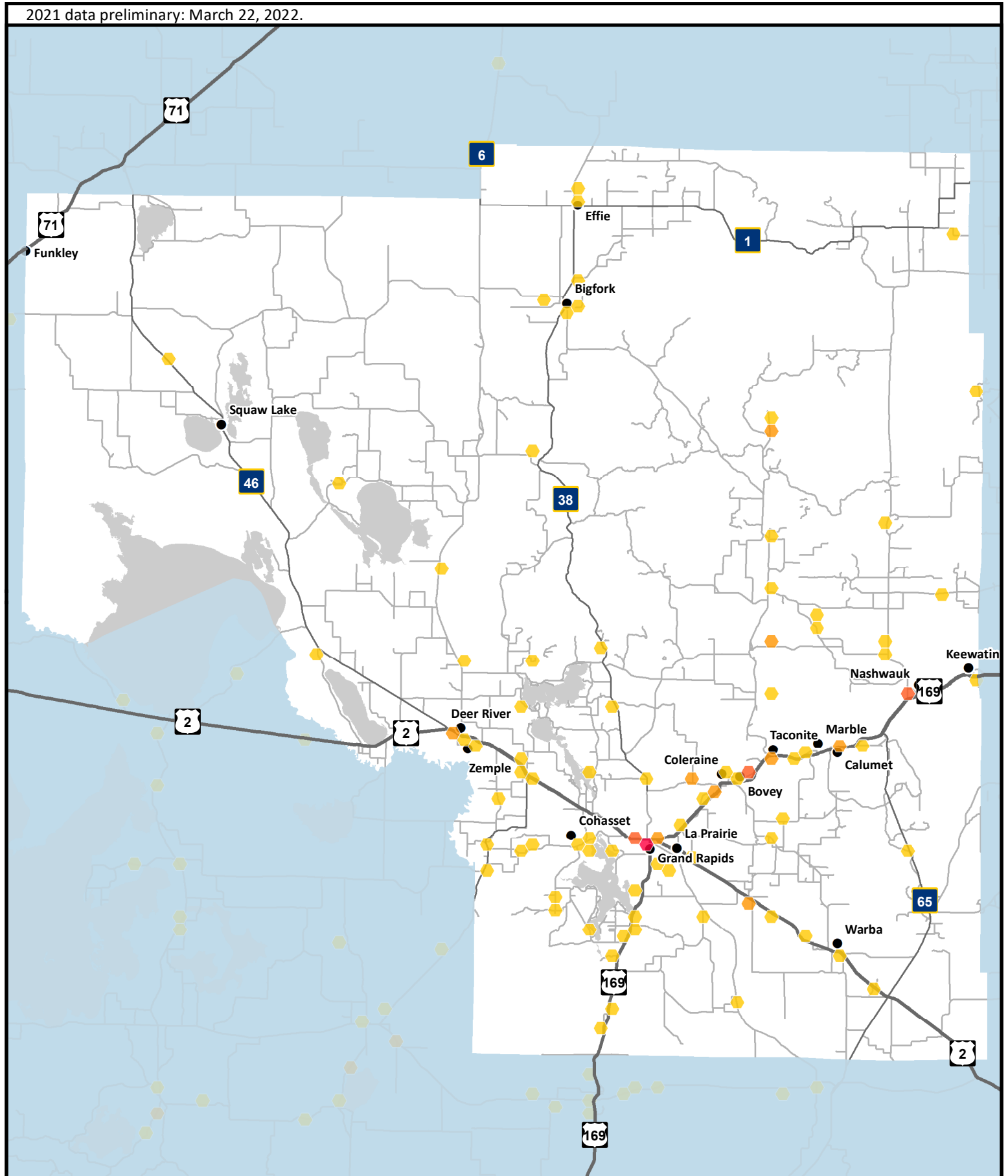


Itasca County

Fatal and Serious Injury Crashes, 2017-2021



2021 data preliminary: March 22, 2022.



FY 2026 Transportation Alternatives Program Project Recommendations

The Transportation Alternatives (TA) Task Force met on February 17, 2022, to review applicant projects for the TA Program in northeast Minnesota. With \$900,000 available for distribution under this program, the TA Task Force recommends the Northeast Minnesota Area Transportation Partnership (NEMANTP) to program the following projects in the listed funding amounts into the FY 2026 ATIP.

- **Campus Connector Segment 5**, City of Duluth, \$384,091
- **Multimodal Trail Center**, City of Silver Bay, \$515,909

FY 2023 ARDC Transportation Planning Workplan

- Community Transportation Plans
 - Cloquet
 - Aitkin
 - Fond du Lac
- Regional Scenic Byway Development
 - Skyline Parkway Corridor Management Plan
 - Edge of the Wilderness Corridor Management Plan
 - North Shore Scenic Drive Council projects
 - Mille Lacs Scenic Byway general assistance
 - Superior National Forest Byway – Silver Bay Trailhead
 - Avenue of Pines Trail and Trailhead
- Assist with Paved Trail Development
 - Gitchi-Gami Trail Association
 - Ely Multi-Modal Trailhead (Mesabi Trail)
 - Nashwauk Multi-Modal Trailhead (Mesabi Trail)
- Other Activities as Identified



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2407

DEPARTMENT: Sheriff
PRESENTER: John Linder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Declaration of a State of Emergency

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the May 30, 2022 Tornado, Heavy Winds, Rain, and Flood Damage in Itasca County and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Dir Kelly PDA Letter 2022

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

RESOLUTION 2022-37

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage impacted the population of Itasca County and its cities; and

WHEREAS, the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage event has caused a significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissioners to declare Itasca County in a STATE OF EMERGENCY for the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage event.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby declares Itasca County to be in a State of Emergency for conditions resulting from the May 30, 2022 Tornado, Heavy Winds, Rain and Flood Damage event.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of June A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 7th day of June A.D. 2022.

Administrator

ITASCA COUNTY SHERIFF'S OFFICE
VICTOR J. WILLIAMS, SHERIFF



440 1st Avenue NE • Grand Rapids, MN 55744 • 218-326-3477 • FAX: 218-326-4663

June 2nd, 2022

Mr. Joseph Kelly, Director
Minnesota Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101

Dear Director Kelly:

On May 30th, 2022 areas in Itasca County experienced extensive damage from a National Weather Service verified tornado, heavy winds & rains, and flooding across a portion of the county.

Our Initial Damage and Impact Assessment Report revealed damages which met or exceeded 50% of our county federal damage indicator.

At this time, we are requesting your assistance to conduct a Preliminary Damage Assessment (PDA) for the State Public Assistance Program.

I would like to directly coordinate the logistics for the PDA with your staff if that is acceptable to you.

Thank you for your consideration and please let me know if you require additional information at 218-327-7483.

Sincerely,

John Linder
Itasca County Emergency Management
Itasca County Sheriff's Office



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2415

DEPARTMENT: Administrative Services
PRESENTER: Brett Skyles, Terry Snyder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Reschedule County Facilities Tour

BOARD ACTION REQUESTED:
Discuss rescheduling the County Facilities Tour.

BACKGROUND:

At the May 10, 2022 Regular Session, the County Board scheduled the County Facilities Tour, as follows: Wednesday, June 1, 2022 - 7:10 AM at Cohasset Garage, 8:45 AM at Deer River Garage, 10:30 AM at Max Garage, 12:20 PM at Bigfork Garage, and 2:45 PM at Arbo Garage; Thursday, June 2, 2022 - 7:30 AM at Swan River Garage, 9:05 AM at Nashwauk Garage, 10:55 AM at Togo Garage, and 12:45 PM at Balsam Garage; and Thursday, June 9, 2022 - 9:00 AM at the Land Department, 10:00 AM at the Emergency Operations Center (EOC), 10:30 AM at the Itasca Resource Center (IRC), and 11:30 AM at the Sheriff's Department Northside Property.

At the May 24, 2022 Regular Session, it was the consensus of the County Board to reschedule the County Facilities Tour originally scheduled for June 2, 2022 to June 6, 2022, with no change to times/locations.

On May 31, 2022, the County Facilities Tours for Wednesday, June 1 and Monday, June 6, 2022 were canceled due to recent storms.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Reschedule the County Facility Tours as follows: Monday, June 27, 2022 - 7:10 AM at Cohasset Garage, 8:45 AM at Deer River Garage, 10:30 AM at Max Garage, 12:20 PM at Bigfork Garage, and 2:45 PM at Arbo Garage; and Monday, July 11, 2022 - 7:30 AM at Swan River Garage, 9:05 AM at Nashwauk Garage, 10:55 AM at Togo Garage, and 12:45 PM at Balsam Garage.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci

SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2389

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Cooperative Construction Agreement - City of Grand Rapids

BOARD ACTION REQUESTED:

Approve the Cooperative Construction Agreement with the City of Grand Rapids for the construction of the Roundabout at CSAH 3 River Road and 7th Avenue.

BACKGROUND:

The traffic signal at the intersection of CSAH 3 River Road and 7th Avenue will be replaced with a roundabout as part of State Aid Project 031-603-018 which includes bituminous work, concrete work and street lighting from Pokegama - Mornes Road.

The cost of construction of the Roundabout is a 50/50 split between Itasca County and the City of Grand Rapids. The City of Grand Rapids will own and maintain the street lighting.

This agreement lays out the roles and responsibilities of each party. It is similar to previous agreements that have been used and approved by the County Attorneys office.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Cooperative Construction Agreement 06032022

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

**ITASCA COUNTY
And
CITY OF GRAND RAPIDS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Aid Highway Number: C.S.A.H 3
Itasca County State Aid Project: 031-603-018
Grand Rapids State Aid Project: 129-119-009

This Agreement is between Itasca County acting through its Board of Commissioners ("County") and the City of Grand Rapids acting through its City Council ("City").

Recitals

1. SP 031-603-018 project limits on CSAH 3 extend from TH 169 to Mornes Road; and
2. SP 031-603-018 includes grading, aggregate base, plant mixed bituminous, concrete curb and gutter, ADA improvements, roundabout, storm sewer, street lighting, landscaping related improvements; and
3. SAP 129-119-009 is associated with the proposed roundabout at CSAH 3 / 7th Ave; and
4. City will fund 50% of the improvements for the roundabout; and
5. City will maintain the street lighting and sidewalk; and
6. Minnesota Statutes § 162.17, authorizes the County and City to make arrangements with and cooperate with any county and city authority for the purposes of constructing, maintaining and improving CSAH's and City streets.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date:*** This Agreement will be effective on the date the County obtains all signatures required.
- 1.2. *Expiration date:*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms:*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, Special Provisions:*** Plans, specifications and special provisions designated by the SP 031-603-018, when completed, will be on file in the office of the County Highway Engineer, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. *Exhibits:*** Schedule "I" (Cost participation and funding breakdown) is on file in the office of the County Highway Engineer and incorporated into this Agreement by reference.

2. Construction by the County

- 2.1. **Contract Award:** The County will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Bid Documents furnished by County:** The County is responsible for all bid documents necessary to advertise, bid and construct the project.
- 2.3. **Performance of Construction Engineering:** The County will perform the construction inspection and material inspection for the construction project in accordance with the state aid manual for construction, the state aid for local transportation schedule of materials control and project plans.
 - A. The County will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the contract.
 - B. All inspection, control of materials, and associated documentation for the construction to be performed in accordance with the construction plans, specification, and/or special provisions will be performed by County's engineer assigned to the construction.
 - C. The County will make changes in the Project Plans and contract construction which may include City participation covered under this Agreement and will enter into any necessary addenda, change orders and supplemental agreements with the County's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The County Engineer's authorized representative will inform the City Engineer of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation covered under this Agreement and get concurrence from the City Engineer prior to approval of the addenda, change orders and supplemental agreements.
 - D. **Inspection by City:** Roundabout and street lighting construction covered under this Agreement that is within county right-of-way will be open to inspection by the City. If City believes the County construction covered under this Agreement has not been properly performed or that the construction is defective, City will inform the County Engineer's authorized representative in writing of those defects. The County will have the exclusive right to determine whether the County's contractor has satisfactorily performed the City portion of the construction covered under this Agreement.
 - E. City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the County. If the County determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the County will cause the additional work or plan changes to be made.
- 2.4. **Compliance with Laws, Ordinances, Regulations:** The County will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.
 - A. The County will obtain all necessary permits to complete the improvements.

3. Maintenance Responsibilities

- 3.1. **Storm Sewers:** Maintenance and ownership of any storm sewers are as follows:
 - A. **County** – Any storm sewer located within county right-of-way.
 - B. **City** – Storm sewer located outside county right-of-way.

- C. Storm sewer outlets that serve both County and City storm sewer shall be a shared responsibility.

3.2. Sidewalks: Maintenance and ownership of any sidewalks are as follows:

- A. **County** – None.
- B. **City** – All sidewalks located on the project.

Maintenance includes but is not limited to; snow and debris removal and any other maintenance activities necessary to perpetuate the walkways in a safe and useable condition.

3.3. Street Lighting: Maintenance and ownership of the street lighting facilities is as follows:

- A. **County** – None.
- B. **City** – Any street lighting located on the project.

Maintenance includes but is not limited to; replacing faulty luminaries, knocked down or otherwise damaged poles, repairing or replacing underground facilities and wiring, repairing service cabinets, photocells, and all other miscellaneous hardware to keep the street lighting facilities in working order, cleaning and re-lamping the luminaries and if needed, painting the street lighting facilities. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the street lighting facilities.

3.4. Additional Drainage: Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of Funding

4.1. SCHEDULE "I": SCHEDULE "I" includes all anticipated County and City participation construction items and the design and construction engineering cost share covered under this Agreement.

5. Project Costs

5.1. Estimated County Costs: \$5,003,230.40 is the County's estimated share of the costs of the contract construction labeled as SP 031-603-018 and shown in SCHEDULE "I".

5.2. Estimated City Costs: \$731,303.00 is the City's estimated share of the costs of the contract construction labeled as SAP 129-119-009 as shown in SCHEDULE "I".

5.3. Conditions of Payment by the County: The County will invoice City for all costs incurred to date for items covered by City. City will pay the County within 30 days of receipt of the invoice.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The City's Authorized Representative will be:

Name/Title: Matt Wegwerth, City Engineer (or successor)
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744
Telephone: (218) 326-7625
Fax: (218) 326-7621
E-Mail: mwegwerth@ci.grand-rapids.mn.us

6.2. The County's Authorized Representative will be:

Name/Title: Karin Grandia, County Highway Engineer (or successor)
Address: 123 4th Street NE, Grand Rapids, MN 55744
Telephone: (218) 327-2853
E-Mail: Karin.Grandia@co.itasca.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. *Assignment:*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. *Amendments:*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. *Waiver:*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. *Contract Complete:*** This Agreement contains all prior negotiations and agreements between the County and City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims; Insurance

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, The City and the County shall each at their own sole cost and expense defend, indemnify, save and hold harmless the other and all of its agents, officers and employees of and from all claims, demands, proceedings, actions or cause of action of whatsoever nature or character arising out of or by reason of contract construction, construction engineering and/or maintenance covered under this agreement, including an action or claim which alleges negligence of the One Party, its agents, officers and employees.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 8.3.** To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the

State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The County and City, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County and City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County and City.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

13. Termination.

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or

ordinances.

Approved:

By: _____
(County Board Chair)

Date: _____

By: _____
(Clerk to the County Board)

Date: _____

By: _____
(County Engineer)

Date: _____

ordinances.

Approved:

By: _____
(Mayor of Grand Rapids)

Date: _____

By: _____
(City Clerk)

Date: _____

By: _____
(City Engineer)

Date: _____

CITY OF GRAND RAPIDS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 7, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2391

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Bid Award - CSAH 3 River Road SAP 031-603-018

BOARD ACTION REQUESTED:

Award Project CSAH 3 Improvements SAP 031-603-018 to the lowest responsible bidder, TNT Construction Group, LLC and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened May 10, 2022 @ 10:00 am.

Engineer's Estimate: \$4,300,000.00

TNT Construction Group, LLC: \$5,254,000.00

KGM Contractors: \$ 5,723,192.16

This project includes \$2,200,000.00 in federal funding and \$670,000 in funding from the City of Grand Rapids. Cost overruns can be attributed to the substantial increase in construction materials. Bids were competitive and it is our recommendation that the project is awarded.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder