



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 24, 2023

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.12 (Correctional/Court Facility Construction Contract - Kitchen Equipment) and approve the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner John Johnson
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 17, 2023 County Board Work Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. CONSENT AGENDA

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

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner John Johnson
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Authorize submission of the Pay Equity report to the State of MN Management & Budget Department with job and salary data as of December 31, 2022.
2. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dermatology Professionals, a dermatology specialty facility.

3. Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.
4. Approve the Master Services Agreement between Itasca County and Eagleview Pictometry; authorize deviation from the Itasca County Indemnification and Insurance policy as outlined in the agreement under Sections 7.1, 7.3, and 8.1; approve the request to utilize the Recorder's Compliance Fund; and authorize necessary signatures.
5. Approve the Crossing Surface Installation Agreement between Itasca County and BNSF.
6. Adopt the Resolution Re: Repurchase of All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section 21, Township 58, Range 23, as fully described in the Resolution by Bruce Alan Conway
7. Adopt the Resolution Re: Repurchase of Part of Government Lot Seven (7) and Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian by the Estate of Barbara Hahn.
8. Approve and authorize necessary signatures to execute the Inger Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).
9. Approve and authorize necessary signatures to execute the Bigfork Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).
10. Approve and authorize signatures to the 4th Amendment of the AT&T Site Use Agreement for the Marcell/Suomi Tower.
11. Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the December 13-16, 2022 winter storm and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

VI. REGULAR AGENDA

1. Citizen Input
Lorraine Katuzny provided citizen input regarding the school zone along County Road 61 in Coleraine.

Citizen input from Angela Danielson requesting that Itasca County become a Second Amendment Sanctuary County was read into the record.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Recognition of County Employees
The following employees were recognized:

Farewell to Doris Pettersen whose last day as a Child Support Officer at HHS will be March 3, 2023 (last day in office 1/20/2023).

Farewell to Jason Anderson whose last day as Probation Department Director will be February 3, 2023.

Congratulations to Mike Wagner who has accepted a promotion from Highway Maintenance Subforeman to Highway Maintenance Supervisor (District 4), Transportation Department, effective January 22, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Legislative Conference Call

A Legislative Conference Call was provided by Representative Matt Bliss and Itasca County Lobbyist Loren Solberg.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 27, 2023, in the amount of \$2,487,880.73.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2023, in the amount of \$1,277,177.15.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

6. Schedule Public Hearing

Motion To: Adopt the Resolution Re: Calling a Public Hearing on a Property Tax Abatement for Certain Property in Itasca County, Minnesota, and Granting a Business Subsidy to ASV Holdings, Inc., or Any of Its Affiliates, which schedules a public hearing on Tuesday, February 14, 2023.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

7. 2023 Flaherty & Hood Agreement

Motion To: Approve the 2023 Agreement with Flaherty & Hood to continue Legislative and coalition work regarding the Hwy 169 Expressway and authorized necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

8. County Based Purchasing (IMCare) Division Update/Presentation

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update/Presentation, including information regarding the 2022 Q3 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Family & Child Services Division 2022 Summary

Family Services Division Manager Becky Lauer provided a Family & Child Services Division 2022 Summary, including information regarding the 2022 year-end Child Protection Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Transportation Meetings

Commissioner Snyder provided information regarding the potential establishment of monthly Transportation County Board meeting. Following discussion, it was the consensus of the County Board to schedule a Transportation County Board meeting on Tuesday, February 21, 2023 beginning at 2 PM in the Boardroom of the Itasca County Courthouse.

11. Emergency Management Update – Sheriff's Office

Emergency Management Coordinator John Linder provided a Sheriff's Office Emergency Management Update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. Correctional/Court Facility Construction Contract – Kitchen Equipment

Motion To: Approve the Correctional/Court Facility construction contract for kitchen equipment, pending County Attorney Review, to Horizon Equipment, LLC in the amount of \$696,274.66 and authorize signatures of the County Board Chair and County Administrator.

RESULT:	FAILED DUE TO LACK OF A SECOND
MOVER:	Commissioner Terry Snyder

RESULT:	RECOMMENDED FOR DISCUSSION	NEXT: 02/07/2023 2:30 PM
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VII. COMMISSIONER COMMENTS

Commissioner Venema provided comment regarding his attendance at a recent Laurentian Resource Conservation and Development (RC&D) meeting.

Commissioner Smith provided comment regarding his attendance at a recent Nursing Home Board meeting.

Commissioner Johnson provided comment regarding his attendance at recent Arrowhead Regional Development Commission (ARDC) and Arrowhead Counties Association (ACA) meetings, as well as the Goodland Fire Department Steak Fry.

Commissioner Snyder provided comment regarding the upcoming Intergovernmental Affairs Committee meeting.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 5:01 PM.

ATTEST



Burl Ives
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, January 24, 2023

RESOLUTION 2023-3

RE: REPURCHASE OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE SE), SECTION 21, TOWNSHIP 58 NORTH, RANGE 23, WEST OF THE FOURTH PRINCIPAL MERIDIAN

WHEREAS, the property being repurchased is described as follows:

Commencing at the Southwest corner of said Northeast Quarter of the Southeast Quarter; thence North 89 degrees 10 minutes 08 seconds East, along the South line of said Northeast Quarter of the Southeast Quarter, a distance of 224.23 feet; thence North 31 degrees 25 minutes 14 seconds East a distance of 97.47 feet to the point of beginning; thence North 31 degrees 25 minutes 14 seconds East a distance of 342.70 feet; thence North 89 degrees 15 minutes 51 seconds East a distance of 133.95 feet to the westerly right-of-way line of road easement; thence south 11 degrees 30 minutes 26 seconds West, along said Right of Way line, a distance 163.20 feet to the beginning of a tangential curve, concave to the Northwest and having a radius of 67.00 feet; thence Southwesterly along said curve, a distance of 76.18 feet; thence South 76 degrees 39 minutes 23 seconds West, along said right-of-way line, a distance of 121.89 feet to the point of beginning of a tangential curve, concave to the Southeast and having a radius of 283.00 feet; thence Southwesterly, along said curve, a distance of 125.17 feet to the point of beginning and there terminating. Itasca County, Minnesota.

WHEREAS, Minn. Stat. 282.241 provides that land owned by the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Bruce Alan Conway, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Bruce Alan Conway, subject to payment including taxes, penalties and interest of \$409.61; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$782.26.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

RESOLUTION 2023-4

RE: REPURCHASE OF PART OF GOVERNMENT LOT SEVEN (7) AND GOVERNMENT LOT TEN (10), SECTION THIRTY-TWO (32), TOWNSHIP ONE HUNDRED FORTY-SIX (146) NORTH, RANGE TWENTY-SIX (26) WEST OF THE FIFTH PRINCIPAL MERIDIAN, DESCRIBED ON ATTACHED EXHIBIT A.

WHEREAS, Minn. Stat. 282.241 provides that land owned by the State of Minnesota, held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Rex Hahn, on behalf of the Estate of Barbara L. Hahn, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Rex Hahn, subject to payment including taxes, penalties and interest of \$8,711.43; deed tax \$28.75; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00; well certificate \$50.00; County Sheriff fee \$150.00; Certified copy fee \$13.00 for a total of \$9,324.18.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.

Administrator

Exhibit A

All that part of Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, lying East of Trunk Highway No. 46 and northwesterly of the following described line: The point of beginning being the meander corner on the North boundary of said Lot 10, a distance of 630.19 feet East of the Northwest corner of said Lot 10; thence at an angle of 48 degrees 44 minutes measured from west to southwest to intersect the easterly right of way of said highway and there terminate.

and

A tract of land situated in Government Lot Seven (7), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described as follows:

The south boundary of said Gov't Lot 7 is assumed an east and west bearing and the point of beginning being a point on the northeasterly right of way of State Highway No. 46 a distance of 42.43 feet north and 1817.8 feet east of the Southwest corner of said Gov't Lot 7; thence north 40 degrees 17 minutes west along said right of way a distance of 101.37 feet; thence north 70 degrees 05 minutes east a distance of 104.67 feet to the shore of Little Ball Club Lake; thence south 32 degrees 34 minutes East along the shore of lake a distance of 100 feet; thence South 71 degrees 41 minutes West a distance of 91.33 feet to the point of beginning.

And

A tract of land situated in Government Lot Seven (7), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described as follows:

The south boundary of said Gov't Lot 7, is assumed an east and west bearing and the point of beginning being a point on the south boundary and the intersection of the northeasterly right of way highway no. 46, a distance of 1853.76 feet east of the Southwest corner of said Gov't Lot 7; thence north 40 degrees 17 minutes west along said right of way a distance of 55.62 feet; thence north 71 degrees 41 minutes east a distance of 91.33 feet to the shore of Little Ball Club Lake; thence south 32 degrees 34 minutes east along the shore of lake a distance of 84.40 feet to intersect the south boundary of said Gov't Lot 7; thence west along south boundary a distance of 96.17 feet to the point of beginning.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

RESOLUTION 2023-5

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the December 13-16, 2022 winter storm event impacted the population of Itasca County and its cities; and

WHEREAS, the December 13-16, 2022 winter storm 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 December 13-16, 2022 winter storm 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 December 13-16, 2022 winter storm event.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

RESOLUTION 2023-6

**RE: CALLING A PUBLIC HEARING ON A PROPERTY TAX ABATEMENT FOR CERTAIN
PROPERTY IN ITASCA COUNTY, MINNESOTA, AND GRANTING A BUSINESS SUBSIDY TO
ASV HOLDINGS, INC., OR ANY OF ITS AFFILIATES**

WHEREAS, ASV Holdings, Inc., a Delaware corporation, or any of its affiliates (the “Developer”), has proposed to construct an approximately 32,000 square foot expansion to its compact equipment production facility to be used for manufacturing, including a new paint system (the “Project”), on real property (the “Property”) located at 840 Lily Lane, Grand Rapids, Minnesota; and

WHEREAS, Itasca County, Minnesota (the “County”) and the City of Grand Rapids, Minnesota are each contemplating granting a property tax abatement in order to facilitate the Project, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”); and

WHEREAS, the Board of Commissioners of the County (the “Board”) has determined to consider granting a tax abatement of all or a portion of the County’s share of property taxes generated by improvements on the Property in the approximate maximum amount of \$329,033 (equal to principal of \$196,566 plus semiannual interest accruing at the rate of 4.75% per annum) and to hold a public hearing thereon in accordance with the Abatement Act; and

WHEREAS, the Abatement to be provided to the Developer by the County to help finance the Project constitutes a business subsidy under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”); and

WHEREAS, before the County may grant an abatement or provide financial assistance that constitutes a business subsidy under the Business Subsidy Act, the Board must conduct a noticed public hearing; and

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Itasca County, Minnesota that:

1. The County Administrator is authorized and directed to publish a notice for publication in the official newspaper of the County setting a public hearing before the Board on Tuesday, February 14, 2023, at or after 2:30 p.m. at the County Courthouse on the proposed Abatement. The notice, attached hereto as EXHIBIT A, shall be published in the newspaper at least ten (10) but not more than thirty (30) days prior to the public hearing, and shall be in substantially the form attached hereto.
2. The County Administrator is authorized and directed to take all other actions necessary to bring the proposed abatement and business subsidy before the Board at the time of the public hearing.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.



Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON A PROPERTY TAX ABATEMENT FOR CERTAIN PROPERTY IN ITASCA COUNTY, MINNESOTA, AND GRANTING A BUSINESS SUBSIDY TO ASV HOLDINGS, INC., OR ANY OF ITS AFFILIATES

NOTICE IS HEREBY GIVEN that the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") will meet at or after 2:30 p.m. on Tuesday, February 14, 2023, at the County Courthouse, located at 123 NE Fourth Street, Grand Rapids, Minnesota, to conduct a public hearing to consider granting a property tax abatement under Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Abatement Act"), for all or a portion of certain property located in the County (the "Property") to be developed by ASV Holdings, Inc., a Delaware corporation, or any of its affiliates (the "Developer"). The Developer intends to construct an approximately 32,000 square foot expansion to its compact equipment production facility to be used for manufacturing, including a new paint system (the "Project"), on real property (the "Property") located at 840 Lily Lane, Grand Rapids, Minnesota. The proposed abatement constitutes a business subsidy under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act").

The Property is identified by the following parcel identification numbers: 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325, and 91-566-0330.

Following the public hearing, the Board will consider a resolution granting an abatement of a portion of the County's share of property taxes on the Property for a period of up to 20 years. The County estimates that the total amount of the abatements will not exceed \$329,033 (equal to principal of \$196,566 plus semiannual interest accruing at the rate of 4.75% per annum).

A summary of the terms of the proposed business subsidy to be provided to the Developer to assist in developing the Project is available for inspection at the County Courthouse during regular business hours.

Any person with a residence in the County or who is the owner of taxable property in the County may file a written complaint with the County if the County fails to comply with the Business Subsidy Act. No action may be filed against the County for the failure to comply unless a written complaint is filed.

Any person wishing to express an opinion on the matters to be considered at the public hearing will be heard orally or in writing.

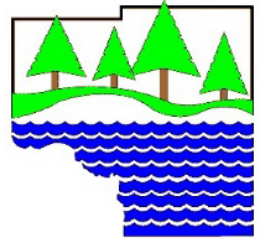
Dated: [Date of Publication]

BY ORDER OF THE BOARD OF
COMMISSIONERS OF ITASCA COUNTY,
MINNESOTA

/s/ Brett Skyles

County Administrator
Itasca County, Minnesota

TA125-41 (JAE)
850889v1



January 24, 2023

Chair:

PULL: None

ADDITIONS:

1. Item #6.12 (Correctional/Court Facility Construction Contract – Kitchen Equipment

CHANGES: None

INFORMATIONAL:

1. Item #6.1 - Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 17, 2023

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Pull Items #5.6 (Application for Repurchase of Tax-Forfeited Parcel by Estate of Barbara Hahn), #6.3 (Reallocation in Management Information Systems Department), #6.5 (Emergency Management Update - Sheriff's Office); add Item #6.7 (2023 Board Objectives and Priorities); pull Item #5.1 (2023 Flaherty & Hood Agreement) and add as Item #6.8; and approve the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 10, 2023 County Board Regular Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Cory Smith
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

2. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dermatology Professionals, a dermatology specialty facility.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 01/24/2023 2:30 PM**

3. Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 01/24/2023 2:30 PM**

4. Approve the Crossing Surface Installation Agreement between Itasca County and BNSF.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

5. Adopt the Resolution Re: Repurchase of All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section 21, Township 58, Range 23, as fully described in the Resolution by Bruce Alan Conway

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

7. Approve and authorize necessary signatures to execute the Inger Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

8. Approve and authorize necessary signatures to execute the Bigfork Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

9. Approve and authorize signatures to the 4th Amendment of the AT&T Site Use Agreement for the Marcell/Suomi Tower.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

10. Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the December 13-16, 2022 winter storm and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Master Services Agreement for Eagleview Pictometry and Recorder's Compliance Fund Request

County Assessor Amber Peratalo provided information regarding the request to approve the Master Services Agreement between Itasca County and Eagleview Pictometry; authorize deviation from the Itasca County Indemnification and Insurance policy as outlined in the agreement under Sections 7.1, 7.3, and 8.1; approve the request to utilize the Recorder's Compliance Fund; and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

4. Highway 169 Cross Range Expressway Update

Flaherty & Hood representative Shane Zahrt provided an update on the Highway 169 Cross Range Expressway.

RESULT: INFORMATIONAL - NO ACTION TAKEN

6. Jail Update

Sheriff Joe Dasovich provided a jail update, including information regarding project schedule, budget, and change orders.

It was the consensus of the County Board to request monthly project updates beginning in March, as well as notification of any high dollar change orders.

RESULT: INFORMATIONAL - NO ACTION TAKEN

7. 2023 Board Objectives and Priorities

It was the consensus of the County Board to establish the following items as Board Objectives and Priorities for 2023: 1) Roads, 2) Huber/Logging/UPM Blandin, 3) Budget, 4) Public Safety, 5) County Operations, 6) VRBOs, 7) Mining, 8) Land Management Issues, and 9) County-wide Tours of Buildings and Coffee with the County Events.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. 2023 Flaherty & Hood Agreement

County Administrator Brett Skyles provided information regarding the request to approve the 2023 Agreement with Flaherty & Hood to continue Legislative and coalition work regarding the Hwy 169 Expressway.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/24/2023 2:30 PM
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VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at a recent Western Mesabi Mine Planning Board (WMMPB) meeting, as well as a meeting with Community Economic Development Associates (CEDA)/Sarah Carling.

Commissioner Johnson reported on his attendance at a recent Grand Rapids/Itasca County Cooperating Committee meeting.

Commissioner Snyder reported on his attendance at recent Grand Rapids/Itasca County Cooperating Committee, Fairgrounds Park Committee, Itasca Economic Development Corporation (IEDC), and Itasca County Township Association (ICTA) meetings, as well as various township meetings and a meeting held with the Minnesota Department of Natural Resources (DNR) and County staff regarding the consideration of changing lands from a conservation fund to something else.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioner Smith provided comment regarding concerns he has received relating to the Huber project and the pulling of their environmental permits, which was done so that the permits wouldn't expire and have to be reapplied for.

Commissioner Ives provided comment regarding the bonds for the Correctional Facility/Courts project consisting of one \$25 million General Obligation Justice Center Bond and one \$50 million Jail Bond for a total of \$75 million in bonds. Commissioner Ives also provided comment regarding the Trails Task Force and invited Commissioner attendance.

Commissioner Snyder provided comment regarding the desire to have a schedule of upcoming Legislative Updates to the County Board.

Commissioner Johnson and Snyder provided comment regarding the Probation short-funding issue.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 4:30 PM.

ATTEST

Burl Ives
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, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2712

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Pay Equity Report

BOARD ACTION REQUESTED:

Authorize submission of the Pay Equity report to the State of MN Management & Budget Department with job and salary data as of December 31, 2022.

BACKGROUND:

This report is required by the Local Government Pay Equity Act, MS 471.991-471.999 and requires County Board approval prior to submission. After the MN Management & Budget has finished reviewing the report, they will officially inform Itasca County whether we are in/out of compliance. The preliminary review of the data indicates that we are in compliance. Once submitted, the reports measure three tests 1) the underpayment ratio 2) the salary range test and 3) exceptional service pay test.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Compliance (1)

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Compliance Report

Jurisdiction: Itasca County

Report Year: 2023

Case: 1 - 2022 data import (Private
(Jur Only))

123 - 4th Street N.E.
Grand Rapids, MN 55744

Contact: Susan Manning Zelenak

Phone: (218) 327-0663

E-Mail: susan.zelenak@co.itasca.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	57	65	11	133
# Employees	172	200	56	428
Avg. Max Monthly Pay per employee	5782.39	5749.29		5732.06

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 121.1623 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	23	33
b. # Below Predicted Pay	34	32
c. TOTAL	57	65
d. % Below Predicted Pay (b divided by c = d)	59.65	49.23

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 370	Value of T = 0.632
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a. Avg. diff. in pay from predicted pay for male jobs = -25

b. Avg. diff. in pay from predicted pay for female jobs = -41

III. SALARY RANGE TEST = 98.27 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 7.00

B. Avg. # of years to max salary for female jobs = 7.12

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2701

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Dermatology Professionals

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dermatology Professionals, a dermatology specialty facility.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 20230111085844463
2. Provider Participation Agreement 2020 - 10.01.17

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2704

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Contract Extension with ISD 317 Anishinaabe Education

BOARD ACTION REQUESTED:

Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.

BACKGROUND:

Itasca County Public Health received a Bush Innovation Grant in 2020 to address outcomes for youth involved in the child protection system and are moving into the juvenile justice system. The grant was extended due to the pandemic. ISD 317 Anishinaabe education staff conducted some information gathering with youth involved in the system and they need additional time to compile data. The grant with ISD 317 will extend until March 31, 2023.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. ISD 317 POS Agreement 2023

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY HEALTH & HUMAN SERVICES
Itasca County Public Health
1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and ISD 317, Anishinaabe Education, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 1-1-2023 THROUGH 3-31-2023.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide interviews and information gathering for Whole Families Initiative; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

- B. Delivery of Purchased Services:
 - 1. Purchased Services will be provided to Itasca County Health and Human Services and Bush grant core team.
- C. Safeguard of Client and Provider Information:
 - 1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 164 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 - 2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.
- D. Safeguard of Itasca County Public Health Program Information:
 - 1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.
- E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
 - 1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and

Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from Bush Foundation sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

J. Assurance of Compliance with Federal and State Requirements.

1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.

K. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its grant agreement with the Bush Foundation.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Bush Foundation grant agreement obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.

C. Monitoring and Evaluation:

1. Performance of the Contractor will be monitored in accordance with outcomes.

D. Payment for Purchased Services:

1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$35 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.

Commented [LG1]: Must include a specific description of payment arrangements.

E. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and these records belong to the Agency.

F. Audit and Record Disclosures:

1. The Contractor Shall:
 - a. Make available financial and statistical reports to the Agency regarding services described the Delegation Agreement.

G. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel

authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .

2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
ISD 317 Representative

DATED _____

Exhibit A
Itasca County Public Health

ISD 317, Anishinaabe Education will:

1. Provide interviews and information gathering for Whole Families Initiative to 15-20 Leech Lake Band of Ojibwe families involved with the justice and/or child and family protective services systems to learn about family experiences utilizing guidance document provided by Whole Families Team.
2. Identify key themes emerging from these interviews to the Whole Families Core Team.

Commented [LG2]: Need to determine if this is needed when a delegation agreement is in place. If not, may need to update the contract to remove the "Exhibit A" language as needed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2711

DEPARTMENT: Assessor
PRESENTER: Amber Peratalo

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Master Services Agreement for Eagleview Pictometry and Recorder's Compliance Fund Request

BOARD ACTION REQUESTED:

Approve the Master Services Agreement between Itasca County and Eagleview Pictometry; authorize deviation from the Itasca County Indemnification and Insurance policy as outlined in the agreement under Sections 7.1, 7.3, and 8.1; approve the request to utilize the Recorder's Compliance Fund; and authorize necessary signatures.

BACKGROUND:

Eagleview presented their product and services to the County Board in 2022 for our five (5) year acquisition of aerial photography, including Ortho and oblique views, at a 6" resolution to be flown in the spring of 2023. Discussions at ARP Funds meetings and budget referred this item to move forward and to be paid through Recorder's Compliance funds given it meets the requirements in accordance with MS 357.182.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. MN Itasca County_EagleView Master Services Agreement w Exhibit C_1-10-23
2. RCF Approval_Eagleview - Addl Info

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



CUSTOMER NAME: Itasca County, MN
CUSTOMER ADDRESS: 123 NE 4th Street, Grand Rapids, MN 55744
CUSTOMER PHONE: (218) 327-7467
CUSTOMER E-MAIL: amber.peratalo@co.itasca.mn.us

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.3. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.4. “Documentation” means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.

1.5. “Fee” means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.



1.6. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.7. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.8. “Order Form” means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.9. “Products and/or Services” means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. Access to the Product(s) and/or Service(s). Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational,



security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.

4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due



to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser. Notwithstanding the provisions pertaining to "Confidential Information," a Party may disclose Confidential Information to the extent required by law, which includes the applicable public record laws. For purposes of this Agreement all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as federal laws on data privacy. EagleView will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements. The obligation of confidentiality shall survive in accordance with the Minnesota Government Data Practices Act.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT



WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement. Notwithstanding anything to the contrary, the policy outlined in the attached Exhibit C "Indemnification and Insurance" remains subject to EagleView's limitation of liability provided in this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED TWO TIMES THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

8.3. Notwithstanding anything to the contrary, the policy outlined in the attached Exhibit C "Indemnification and Insurance" remains subject to EagleView's limitation of liability provided in this Agreement.

9. GENERAL PROVISIONS

9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.



9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding



EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

9.12. Records Retention and Review/Audit. EagleView shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of EagleView's profession and shall maintain such records for at least seven (7) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. Customer shall have the right to audit and review all such documents and records at any time during EagleView's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription, and audit by the Customer and either the Legislative or State Auditor pursuant to Minnesota Statute § 16C.05, subd. 5.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A
ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Three years

ORDER #
C31967290

BILL TO
Itasca County, MN
Amber Peratalo, County Assessor
123 NE 4 th Street
Grand Rapids, MN 55744
(218) 327-7467
amber.peratalo@co.itasca.mn.us

SHIP TO
Itasca County, MN
Amber Peratalo, County Assessor
123 NE 4 th Street
Grand Rapids, MN 55744
(218) 327-7467
amber.peratalo@co.itasca.mn.us

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A116723	DLarson	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud	Provides entitlement to the EagleView Platform, a secure hosted infrastructure with access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Requires the purchase of an accompanying EagleView Cloud software. Services term commences on date of activation.
2,976	Community - 6in GSD Imagery Refresh: 3-Year	6in (15cm) GSD - Imagery collected at a nominal 6-inch (15cm) ortho and oblique GSD - Orthogonal and 4-way oblique coverage of services agreement AOI - 6-inch GSD orthomosaic - Fully automated photogrammetric orthomosaic - May contain visible seamlines - Project-wide color and contrast balancing
1	EagleView Cloud Software	Provides authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of the EagleView Cloud – Core platform.
1	Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud services agreement to any political unit or subdivision located totally or substantially within their boundary.
1	Early Access	Provides access to imagery contained in counties neighboring the EagleView Cloud services agreement AOI as part of the services agreement entitlement. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary



		processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	Physical Delivery Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud services agreement once annually. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Disaster Response Program	Includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView.
6	Calendar Years Oblique Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$109,143.78
Due at First Anniversary of Initial Activation of Services	\$109,143.80
Due at Second Anniversary of Initial Activation of Services	\$109,143.80

Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

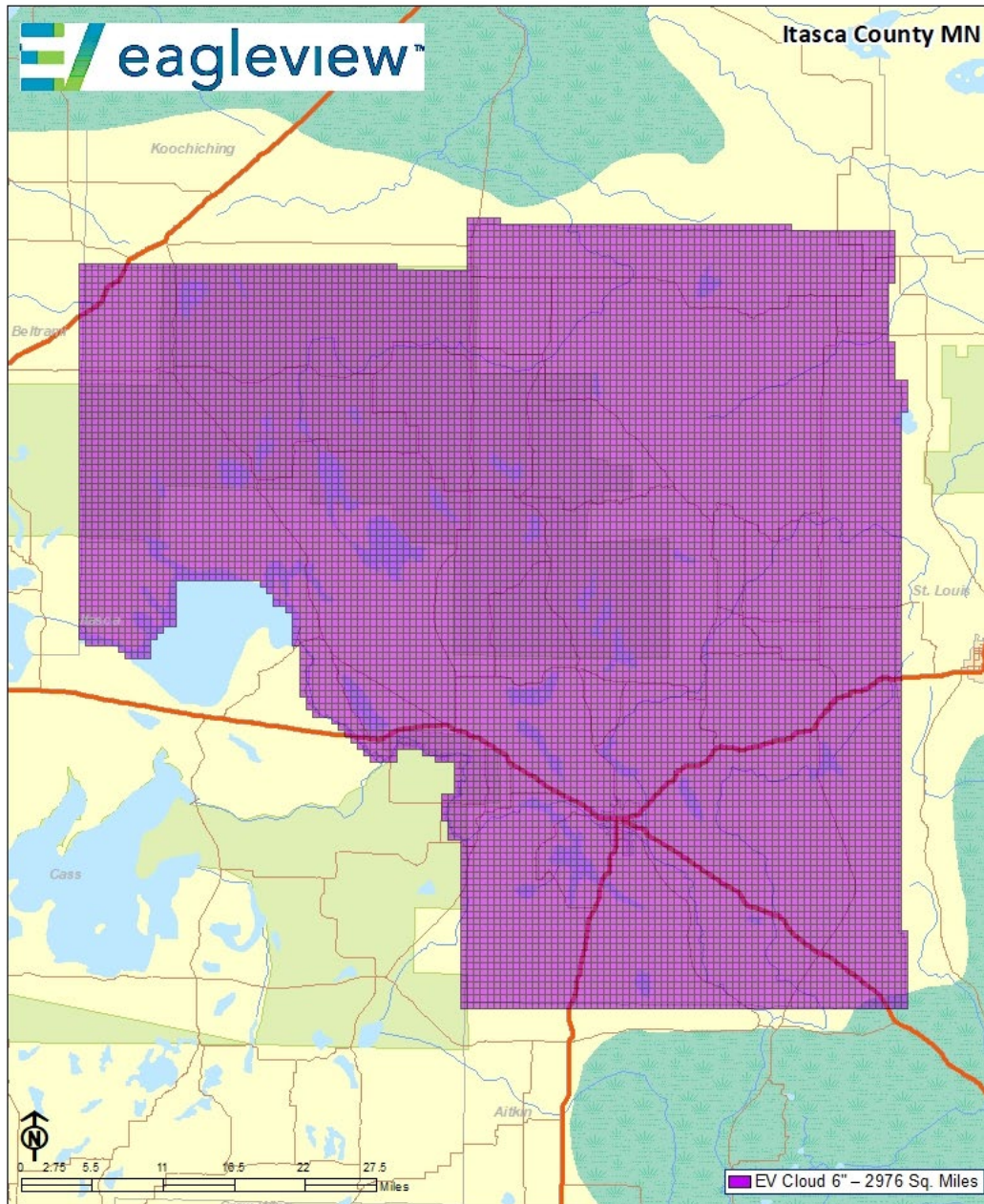
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

- A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane: areas affected by hurricanes of Category 2 and higher.
 - Tornado: areas affected by tornados rated EF4 and higher.
 - Terrorist: areas affected by damage from terrorist attack.
 - Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.



B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Controls Report"** means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 **"Highly Sensitive Information"** means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 **"Subcontractor"** means a subcontractor of EagleView.

2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.



- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

4. Secure Application Development. When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:

- 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
- 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
- 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
- 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

5. Information Security Program. Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
- 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. Vulnerability Management. EagleView will:

- 6.1 Maintain an asset management process covering hardware and software.
- 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
- 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
- 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
- 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
- 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.

7. Disaster Recovery and Business Continuity. EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.

8. Security Incident Process. EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.

- 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.

9. Human Resources Security. EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

- 10. Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
- 11. Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.
- 12. Minnesota Government Data Practices Act.** Notwithstanding the provisions pertaining to "Confidential Information," a Party may disclose Confidential Information to the extent required by law which includes the applicable public record laws. For purposes of this agreement all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and by the Minnesota Rules implementing the Act now in force or hereafter adopted as well as federal laws on data privacy. EagleView will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements. The obligation of confidentiality shall survive in accordance with the Minnesota Government Data Practices Act.
- 13. Records Retention and Review/Audit.** EagleView shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of EagleView's profession and shall maintain such records for at least seven (7) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. Customer shall have the right to audit and review all such documents and records at any time during EagleView's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription, and audit by the customer and either the Legislative or State Auditor pursuant to Minnesota Statute § 16C.05, subd. 5.

EXHIBIT C

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 _____(Name and mailing address of County employee/Department responsible for the contract management). 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 rights its thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County upon written request.

Board Approval Dates: 12/19/2000; 04/27/2010

RECORDER'S COMPLIANCE FUND

REQUISITION FOR FUNDING

Name(s) of requesting Department/Individual:

Assessor's Office/Amber Peratalo

Description of Project/Items Requested:

Eagleview Pictometry

Detail of Costs of Requested Project/Item:

Eagleview Pictometry for a total of \$327,431.38 to be paid beginning in 2023 as three installments of:

Due at Initial Activation of Services	\$109,143.78
Due at First Anniversary of Initial Activation of Services	\$109,143.80
Due at Second Anniversary of Initial Activation of Services	\$109,143.80

Describe Use and How Project/Item Requested Complies with MS 357.182

The aerial ortho photography with obliques are utilized daily for the review and collection of property record and valuation, including use by surveying, road and bridge, land department, and environmental services.

Compliance Fund Designee: Nicolle Zuehlke/County Recorder/Registrar

Date of Review: 1.13.2023

Approved: ✓ **Denied:** _____

Signed: Nicolle Zuehlke

MS 357.182 Subd. 7 – Restriction on use of recording fees.

Notwithstanding any law to the contrary, for county budgets adopted after January 1, 2006, each county shall segregate the additional unallocated fee authorized by sections 357.18, 508.82, and 508A.82 from the application of the provisions of chapters 386, 507, 508, and 508A, in an appropriate account. **This money is available as authorized by the Board of County Commissioners for supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects.** Money remains in the account until expended for any of the authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2700

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

CSAH 18 Railroad Crossing Surface Agreement

BOARD ACTION REQUESTED:

Approve the Crossing Surface Installation Agreement between Itasca County and BNSF.

BACKGROUND:

Under this agreement, the railroad crossing surface on CSAH 18 will be replaced by BNSF. Costs will be shared by both parties. Itasca County's project costs will be funded by state aid.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. BF-20235406#097720M_Original_PP - 108 - Crossing Surface Installation_REV2

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



Contract Number: BF-20235406

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20235406
Mile Post 131.14
Line Segment 30
U.S. DOT Number 097720M
Lakes Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between **ITASCA COUNTY** (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, BNSF & AGENCY desires to replace the existing concrete crossing surface at CSAH 18 with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of 32 feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at CSAH 18. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");



Contract Number: BF-20235406

- B. Installation of advance warning signs in accordance with the MUTCD;
- C. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- D. Provide suitable drainage, both temporary and permanent;
- E. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surfaces;
- F. Construct concrete sidewalk surface on approaches to each track, if desired; and
- G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

- 3) **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay Company Eight Hundred and No/100 Dollars (\$800) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Twenty Five Thousand Six Hundred and No/100 Dollars (\$25,600).

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the CSAH 18 crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the CSAH 18 Street crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.



Contract Number: BF-20235406

- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at CSAH 18 and the new crossing surface on both sides of the track.

- 8) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



Contract Number: BF-20235406

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

ITASCA COUNTY

By: _____

Printed Name: _____

Title: _____



Contract Number: BF-20235406

EXHIBIT A





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2694

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Bruce Alan Conway

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section 21, Township 58, Range 23, as fully described in the Resolution by Bruce Alan Conway

BACKGROUND:

This property forfeited October 31, 2022 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application Conway executed
2. Location_Map

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

RESOLUTION 2023-3

RE: REPURCHASE OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE SE), SECTION 21, TOWNSHIP 58 NORTH, RANGE 23, WEST OF THE FOURTH PRINCIPAL MERIDIAN

WHEREAS, the property being repurchased is described as follows:

Commencing at the Southwest corner of said Northeast Quarter of the Southeast Quarter; thence North 89 degrees 10 minutes 08 seconds East, along the South line of said Northeast Quarter of the Southeast Quarter, a distance of 224.23 feet; thence North 31 degrees 25 minutes 14 seconds East a distance of 97.47 feet to the point of beginning; thence North 31 degrees 25 minutes 14 seconds East a distance of 342.70 feet; thence North 89 degrees 15 minutes 51 seconds East a distance of 133.95 feet to the westerly right-of-way line of road easement; thence south 11 degrees 30 minutes 26 seconds West, along said Right of Way line, a distance 163.20 feet to the beginning of a tangential curve, concave to the Northwest and having a radius of 67.00 feet; thence Southwesterly along said curve, a distance of 76.18 feet; thence South 76 degrees 39 minutes 23 seconds West, along said right-of-way line, a distance of 121.89 feet to the point of beginning of a tangential curve, concave to the Southeast and having a radius of 283.00 feet; thence Southwesterly, along said curve, a distance of 125.17 feet to the point of beginning and there terminating. Itasca County, Minnesota.

WHEREAS, Minn. Stat. 282.241 provides that land owned by the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Bruce Alan Conway, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Bruce Alan Conway, subject to payment including taxes, penalties and interest of \$409.61; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$782.26.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.



Administrator

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of **Itasca** County,
Minnesota:

The undersigned **Bruce Alan Conway**, a married man hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca** County, Minnesota, and more particularly described as follows:

**All that part of the Northeast Quarter of the Southeast Quarter (NE SE)
located in Itasca County
SECTION 21, TOWNSHIP 58, RANGE 23, more particularly described in attached
Exhibit A**

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, he was the owner and taxpayer.

That said land forfeited to the State on the 31st day of October, 2022

That such taxes became delinquent 2018 and remained delinquent and unpaid for the subsequent years of 2018-2022.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of Seven hundred Eighty-two and 26/100ths Dollars (\$782.26), which includes (taxes, penalties & interest \$409.61; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

owns adjacent property

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 12-30, 2022

[Signature]
Applicant

Applicant

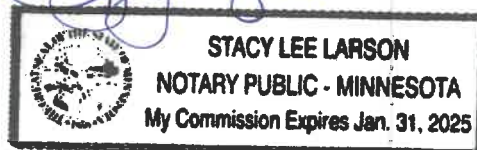
State of Minnesota, } ss.

County of **Itasca**

Washington
Bruce Alan Conway, a married man, being duly sworn, deposes and says: that he is the applicants and petitioners in the forgoing petition; that he has read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

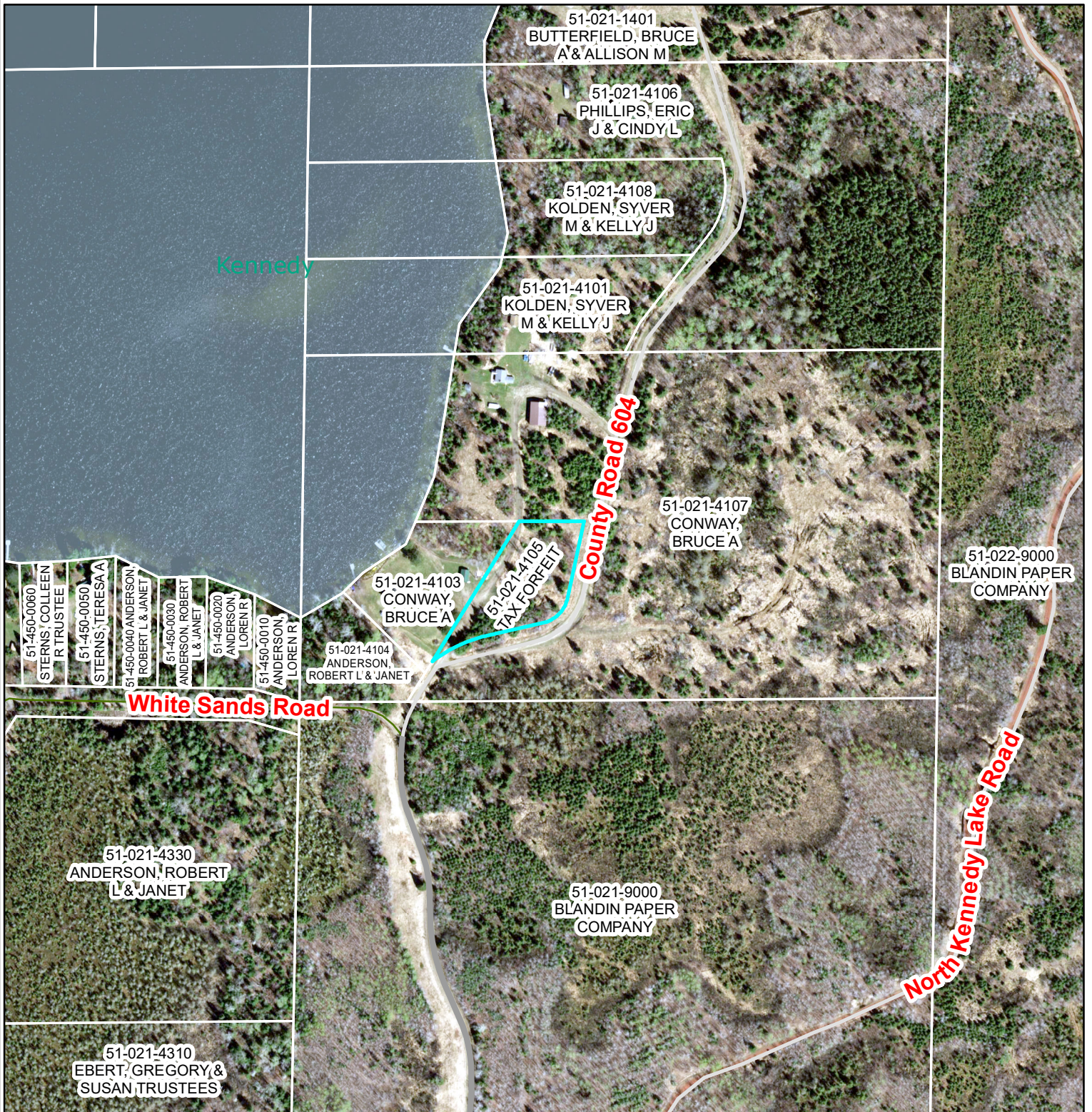
30 day of December, 2022



All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section 21, Township 58 North, Range 23 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of said Northeast Quarter of the Southeast Quarter; thence North 89 degrees 10 minutes 08 seconds East, along the South line of said Northeast Quarter of the Southeast Quarter, a distance of 224.23 feet; thence North 31 degrees 25 minutes 14 seconds East a distance of 97.47 feet to the point of beginning; thence North 31 degrees 25 minutes 14 seconds East a distance of 342.70 feet; thence North 89 degrees 15 minutes 51 seconds East a distance of 133.95 feet to the westerly right-of-way line of road easement; thence south 11 degrees 30 minutes 26 seconds West, along said Right of Way line, a distance 163.20 feet to the beginning of a tangential curve, concave to the Northwest and having a radius of 67.00 feet; thence Southwesterly along said curve, a distance of 76.18 feet; thence South 76 degrees 39 minutes 23 seconds West, along said right-of-way line, a distance of 121.89 feet to the point of beginning of a tangential curve, concave to the Southeast and having a radius of 283.00 feet; thence Southwesterly, along said curve, a distance of 125.17 feet to the point of beginning and there terminating. Itasca County, Minnesota.

Repurchase of Parcel 51-021-4105
Pt of NE SE, Sec 21-58-23



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



0250100





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2709

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Estate of Barbara Hahn

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Part of Government Lot Seven (7) and Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian by the Estate of Barbara Hahn.

BACKGROUND:

This property forfeited October 31, 2017 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application executed Hahn
2. Location_Map
3. Exhibit A legal Hahn

01/17/2023

RESULT:	PULLED FROM AGENDA
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

RESOLUTION 2023-4

RE: REPURCHASE OF PART OF GOVERNMENT LOT SEVEN (7) AND GOVERNMENT LOT TEN (10), SECTION THIRTY-TWO (32), TOWNSHIP ONE HUNDRED FORTY-SIX (146) NORTH, RANGE TWENTY-SIX (26) WEST OF THE FIFTH PRINCIPAL MERIDIAN, DESCRIBED ON ATTACHED EXHIBIT A.

WHEREAS, Minn. Stat. 282.241 provides that land owned by the State of Minnesota, held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Rex Hahn, on behalf of the Estate of Barbara L. Hahn, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Rex Hahn, subject to payment including taxes, penalties and interest of \$8,711.43; deed tax \$28.75; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00; well certificate \$50.00; County Sheriff fee \$150.00; Certified copy fee \$13.00 for a total of \$9,324.18.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.

Administrator

APPLICATION FOR REPURCHASE OF FORFEITED LANDS**Pursuant to Minnesota, Statutes Section 282.241****To The Board of County Commissioners and The County Auditor of Itasca County, Minnesota**

The undersigned **Estate of Barbara L. Hahn** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca County, Minnesota**, and more particularly described as follows:

Part of Government Lot Seven (7) and Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described in the attached Exhibit A.

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the owners and taxpayers.

That said land forfeited to the State on the 31st day of October, 2017

That such taxes became delinquent 2013 and remained delinquent

and unpaid for the subsequent years of 2014-2022

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of Nine Thousand Three Hundred twenty-four and 18/100th Dollars (\$9,324.18), which includes (taxes, penalties & interest \$8,711.43; plus deed tax \$28.75; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00; well certificate fee of \$50.00; County Sheriff Service fee of \$150.00; Certified copy fee of \$13.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

This will allow the current resident, Pat Fairbanks, the opportunity to continue living there

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 1-11, 2023

Barbara L. Hahn
Applicant

Applicant

**State of Minnesota, }ss.
County of Itasca**

Estate of Barbara L. Hahn, being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

11th day of January, 2023
Samantha Thomas
Reg # 7992289 EXP: 5/31/2026

Samantha Thomas



Repurchase of Parcel 76-032-3111/4304
Pt Lots 7 & 10, Sec 32-146-26



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



37294 State Hwy 46
Deer River, MN 56636

05000

Feet

Exhibit A

All that part of Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, lying East of Trunk Highway No. 46 and northwesterly of the following described line: The point of beginning being the meander corner on the North boundary of said Lot 10, a distance of 630.19 feet East of the Northwest corner of said Lot 10; thence at an angle of 48 degrees 44 minutes measured from west to southwest to intersect the easterly right of way of said highway and there terminate.

and

A tract of land situated in Government Lot Seven (7), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described as follows:

The south boundary of said Gov't Lot 7 is assumed an east and west bearing and the point of beginning being a point on the northeasterly right of way of State Highway No. 46 a distance of 42.43 feet north and 1817.8 feet east of the Southwest corner of said Gov't Lot 7; thence north 40 degrees 17 minutes west along said right of way a distance of 101.37 feet; thence north 70 degrees 05 minutes east a distance of 104.67 feet to the shore of Little Ball Club Lake; thence south 32 degrees 34 minutes East along the shore of lake a distance of 100 feet; thence South 71 degrees 41 minutes West a distance of 91.33 feet to the point of beginning.

And

A tract of land situated in Government Lot Seven (7), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described as follows:

The south boundary of said Gov't Lot 7, is assumed an east and west bearing and the point of beginning being a point on the south boundary and the intersection of the northeasterly right of way highway no. 46, a distance of 1853.76 feet east of the Southwest corner of said Gov't Lot 7; thence north 40 degrees 17 minutes west along said right of way a distance of 55.62 feet; thence north 71 degrees 41 minutes east a distance of 91.33 feet to the shore of Little Ball Club Lake; thence south 32 degrees 34 minutes east along the shore of lake a distance of 84.40 feet to intersect the south boundary of said Gov't Lot 7; thence west along south boundary a distance of 96.17 feet to the point of beginning.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2705

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Inger Tower Site Amendment #1 to Lease # L-379

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures to execute the Inger Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

BACKGROUND:
The MN DNR is requesting an extension of the terms of the original tower site agreement which expired October 31, 2022.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. L-379 Amendment 1

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

STATE OF MINNESOTA
AMENDMENT OF LICENSE

Amendment No. 1

License No. L-379

THIS AMENDMENT No. 1 to License No. L-379 is made by and between Itasca County, hereinafter referred to as LICENSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LICENSEE, acting for the benefit of the Department of Natural Resources; Region 2.

WHEREAS, LICENSOR and LICENSEE entered into License No. L-379, dated December 8, 2017, involving the License of an antenna space on LICENSOR'S tower, together with space in LICENSOR'S equipment shelter for LICENSEE'S communications equipment located on or within that certain real property more fully described as the Inger Tower with coordinates of Latitude: North 47 degrees, 33 minutes, 59.7 seconds and Longitude: West 93 degrees, 58 minutes, 13.1 seconds, together with a parcel of land located at 47743 So. Portage Lake Trail, Bowstring, County of Itasca, Minnesota, 56636;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of License No. L-379 effective as of the date set forth herein.

1. **RENEWAL TERM** This License shall be renewed for a period of five (5) years, commencing November 1, 2022 and continuing through October 31, 2027 ("Renewal Term"), at the same terms and conditions as set forth in the License, except as otherwise provided herein.
2. **FEE**
 - 2.1 **Fee** LICENSEE shall pay LICENSOR fee for the Renewal Term in the sum of one thousand five hundred and no/100 dollars (\$1,500.00), payable in equal annual installments of three hundred and no/100 dollars (\$300.00) at the end of October of each year of the Renewal Term.
 - 2.2 **Fee Billing Address** LICENSOR shall mail or personally deliver all original bills and statements to LICENSEE at the following address:

Accounts Payable
Department of Natural Resources; Region 2
1201 E Highway 2
Grand Rapids MN 55744

- 2.3 Fee Payment Address LICENSEE shall pay via electronic payment, mail or deliver each monthly Fee payment at the end of October of each year of the Renewal Term to LICENSOR at the following address:

Itasca County Sheriff's Dept
440 NE 1st Ave
Grand Rapids MN 55744

3. **SMOKING**

- 3.1 Deletion Section 18 of the License is deleted and of no further force and effect and is replaced with the following Section 3.2.
- 3.2 Pursuant to Minn. Stat. §16B.24, subd. 9, LICENSOR and LICENSEE shall not permit smoking, in the Premises. In addition, LICENSOR and LICENSEE shall not permit the use of e-cigarettes, chewing tobacco and vaping in the Premises.

4. **NOTICES**

- 4.1 Deletion Section 20 of the License is deleted and of no further force and effect and is replaced with the following Sections 4.2 and 4.3.
- 4.2 All notices or communications between LICENSOR and LICENSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 4.3 below.
- a. When personally delivered to the addressee;
 - b. On the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. When delivered by email to the following Anna.Cass@CO.ITASCA.mn.us (provided such delivery or attempted delivery is confirmed),
 - d. one (1) business day after deposited with an overnight courier service.

4.3 Mailing Addresses:

LICENSOR:

Itasca County Sheriff
Itasca County Courthouse
440 NE 1st Ave
Grand Rapids, MN 55744
Attn: Anna Cass
Anna.Cass@CO.ITASCA.mn.us

LICENSEE:

Real Estate and Construction
Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

With a copy to:

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

5. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
6. Except as modified by the provisions of this Amendment, said License is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the License, unless otherwise stated.

NO ATTACHMENTS

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LICENSOR:

COUNTY OF ITASCA

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

By: _____
Chairperson, Itasca County
Board of Commissioners

By: _____
Clerk, Itasca County
Board of Commissioners

Approved as to form and execution:

Itasca County Attorney

By: _____

Date: _____

COUNTY SHERIFF APPROVAL

ITASCA COUNTY SHERIFF'S OFFICE
STATE OF MINNESOTA

Joe Dasovich
Itasca County Sheriff

LICENSEE:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
By _____

Title _____

Date _____

RECOMMENDED BY:

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

SWIFT P.O. _____

Contract No. _____

Account Code _____

Fund No. _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2706

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bigfork Tower Site Amendment #1 to Lease # L-368

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures to execute the Bigfork Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

BACKGROUND:

The MN DNR is requesting an extension of the terms of the original tower site agreement which expired January 31, 2022.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. L-368 Amend 1

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

STATE OF MINNESOTA
AMENDMENT OF LICENSE

Amendment No. 1 to

Lease No. L-368

THIS AMENDMENT No. 1 to License No. L-368 is made by and between Itasca County Sheriff's Office, hereinafter referred to as LICENSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LICENSEE, acting for the benefit of the Department of Natural Resources; Region 2.

WHEREAS, LICENSOR and LICENSEE entered into License No. L-368 dated June 30, 2017, involving the lease of antenna space on LICENSOR'S tower, together with space in LICENSOR'S equipment shelter, collectively referred to as the "Premises," located on or within Bigfork Tower, together with a parcel of land located at 59400 Herron Road, Bigfork, County of Itasca, Minnesota;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of the License No. L-368 effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This License shall be renewed for an additional term of five (5) years, commencing February 1, 2023, and continuing through January 31, 2027 ("Renewal Term"), at the same terms and conditions as set forth in the License, except as provided for herein.
2. **FEE**
 - 2.1 As Fee for the use of the Premises and in consideration for all covenants, representations and conditions of the License, LICENSEE shall pay LICENSOR for the Renewal Term the sum of one thousand five hundred and no/100 dollars (\$1,500.00), payable in annual installments of three hundred and no/100 dollars (\$300.00) at the end of January of each year of the Renewal Term.

- 2.2 Fee Billing Address All original bills and statements from LICENSOR to LICENSEE shall be mailed or personally delivered to:

Accounts Payable
Department of Natural Resources; Region 2
1201 E Highway 2
Grand Rapids MN 55744

- 2.3 Fee Payment Address LICENSEE agrees to pay LICENSOR the Fees set forth above at the end of January of each year of the License Term and mail or deliver said payments to:

Itasca County Sheriff's Dept
440 NE 1st Ave
Grand Rapids, MN 55744

3. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
4. Except as modified by the provisions of this Amendment, said License is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the License, unless otherwise stated.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LICENSOR:

COUNTY OF ITASCA

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

By: _____
Chairperson, Itasca County
Board of Commissioners

By: _____
Clerk, Itasca County
Board of Commissioners

Approved as to form and execution:

MATTI R. ADAM
Itasca County Attorney

Date: _____

COUNTY SHERIFF APPROVAL

ITASCA COUNTY SHERIFF'S OFFICE
STATE OF MINNESOTA

Joe Dasovich
Itasca County Sheriff

LICENSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By _____

Title _____

Date _____

RECOMMENDED BY:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION:

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

SWIFT P.O. _____

Contract No. _____

Account Code _____

Fund No. _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2707

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Marcell Tower - AT&T 4th Amendment to Site Use Agreement

BOARD ACTION REQUESTED:

Approve and authorize signatures to the 4th Amendment of the AT&T Site Use Agreement for the Marcell/Suomi Tower.

BACKGROUND:

AT&T wishes to extend the terms of the Site Use Agreement which was signed in 2007. The automatic renewal is for five (5) additional five (5) year terms.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 10125263 - 4th Amnd to Antenna Site Use Agmt - MAA Redlines (002)

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema
NAYS:	

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL05013
Cell Site Name: Marcell
Fixed Asset Number: 10125263

FOURTH AMENDMENT TO ANTENNA SITE USE AGREEMENT

THIS FOURTH AMENDMENT TO ANTENNA SITE USE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between the County of Itasca, State of Minnesota, having a mailing address at 440 North East 1st Avenue, Grand Rapids, MN 55744 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its affiliate or predecessor in interest) entered into an Antenna Site Use Agreement dated September 12, 2007, as amended by First Amendment to Antenna Site Use Agreement dated April 1, 2009, as amended by Second Amendment to Antenna Site Use Agreement dated February 9, 2016, as further amended by Third Amendment to Antenna Site Use Agreement dated October 13, 2020, whereby Landlord leased to Tenant certain premises (“**Premises**”), therein described, that are a portion of the Site located at 1386 County Road 48, Marcell, MN 56657 (collectively, the “**Agreement**”); and

WHEREAS, the term of the Agreement will expire on September 11, 2022, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to adjust the Annual Site Use Fee in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the current term, which commenced on September 12, 2017, shall expire on September 11, 2022 (“**Current Term**”), and commencing on September 12, 2022, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Additional Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Additional Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Additional Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the first Additional Term.

2. **Modification of Annual Site Use Fee.** Commencing on September 12, 2022, the current Rent payable under the Agreement shall be Thirteen Thousand Four Hundred Fifty-Seven and 49/100 Dollars (\$13,457.49) per quarter, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Quarterly Payments.** The Agreement is amended to provide that commencing on September 12, 2023, and every year thereafter Rent shall increase by four percent (3%) over the Rent paid during the previous year.

4. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Paragraph 18 of the Agreement is amended as follows:

If to Landlord:

County of Itasca
440 North East 1st Avenue
Grand Rapids, MN 55744

6. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to quarterly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

County of Itasca, State of Minnesota

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

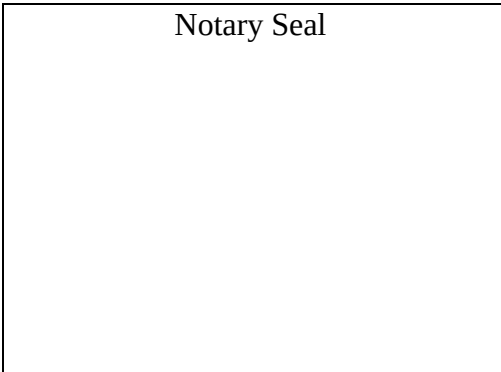
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **County of Itasca, State of Minnesota**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

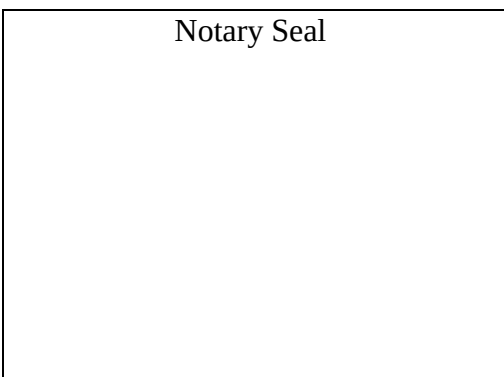
My appointment expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2708

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 December 13-16, 2022 winter storm and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

BACKGROUND:

December 13-16, 2022, Itasca County received heavy snow and high winds which caused power outages throughout the county.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Director Kelly Itr
2. Director Letter SIGNED

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

RESOLUTION 2023-5

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the December 13-16, 2022 winter storm event impacted the population of Itasca County and its cities; and

WHEREAS, the December 13-16, 2022 winter storm 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 December 13-16, 2022 winter storm 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 December 13-16, 2022 winter storm event.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.

Administrator

January 12, 2023

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 Mr. Kelly:

Beginning December 13, 2022, areas in Itasca County experienced damage from a severe storm which caused extensive power loss from damaging winds and heavy snow across a portion of the county.

Our initial Damage and Impact Assessment Report revealed damages which met or exceeded 50% of federal state damage indicator.

Currently, 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 John Linder at 218-244-6952.

Sincerely,

John Linder, Emergency Manager
Itasca County Sheriff's Office

Burl Ives, Board Chair
Itasca County Board of Commissioners



Itasca County Sheriff's Office

JOE DASOVICH, SHERIFF

January 12, 2023

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

Dear Mr. Kevin:

Beginning December 13, 2022, areas in Itasca County experienced damage from a severe storm which caused extensive power loss from damaging winds and heavy snow across a portion of the county.

Our initial Damage and Impact Assessment Report revealed damages which met or exceeded 50% of federal state damage indicator.

Currently, 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 John Linder at 218-244-6952.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Linder".

John Linder, Emergency Manager
Itasca County Sheriff's Office

A handwritten signature in blue ink, appearing to read "Burl Ives".

Burl Ives, Board Chair
Itasca County Board of Commissioners



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-8

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:

1. Citizen Input
2. Coleraine School Zone Maps - Lorraine Katuzny
3. Citizen Input - A Danielson

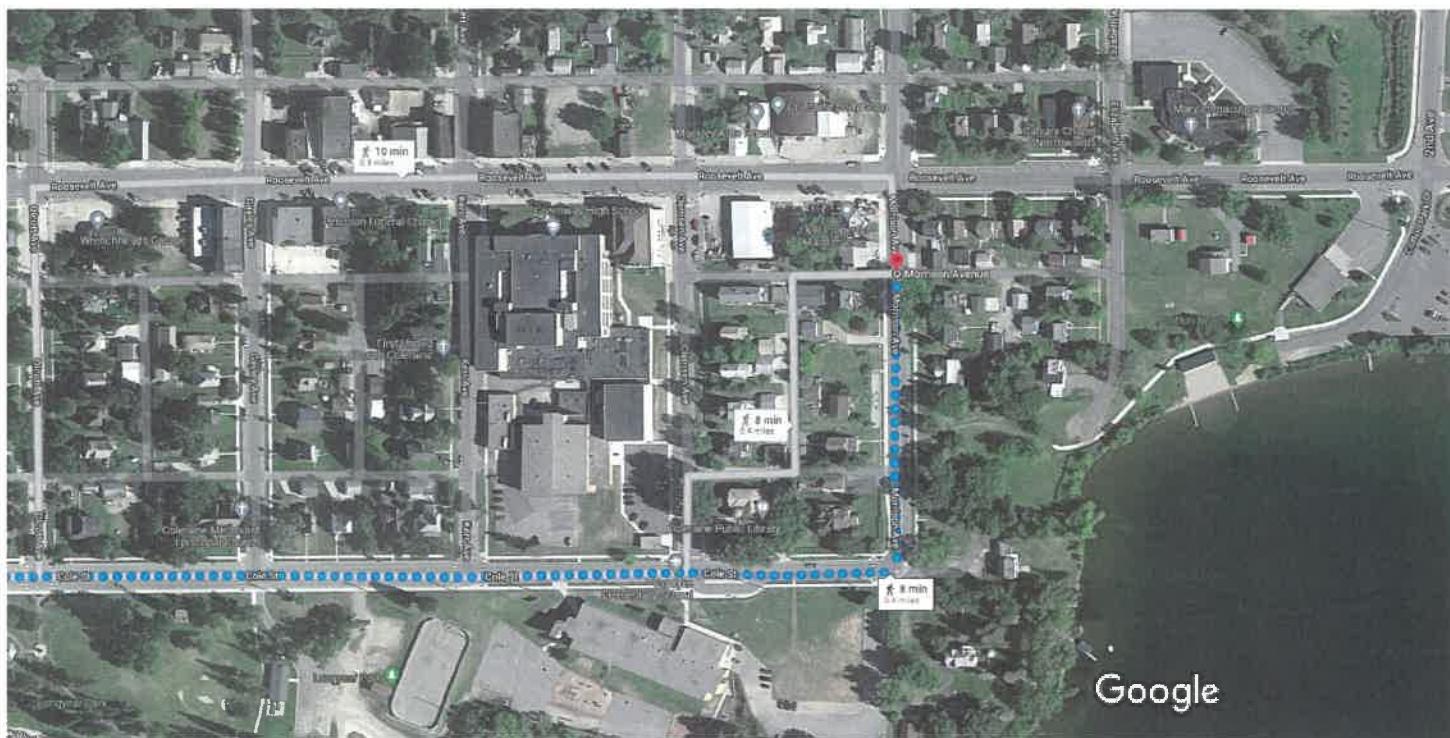
RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**CITIZEN INPUT
SIGN-UP SHEET**

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.

By signing, you agree that you have read and agree to the terms set forth above.

Lorraine Katurney



Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 100 ft



via Cole St

8 min

0.4 mile



via Cole St and Clemsen Ave

8 min

0.4 mile



via Olcott Ave and Roosevelt Ave

10 min

0.5 mile

All routes are mostly flat



From: noreply@civicplus.com
To: [Cory Smith](#); [Terry Snyder](#); [John Johnson](#); [Burl Ives](#); [Casey Venema](#); [Brett Skyles](#); [Amanda Schultz](#); [Shelley Kebart](#)
Subject: Online Form Submittal: Citizen eInput
Date: Tuesday, January 24, 2023 9:01:45 AM

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Citizen eInput

Citizen eInput Form

The Itasca County Board of Commissioners values your opinion and encourages Citizen Input. All comments submitted through this form are sent to the County Board members and the County Administrator for their consideration, as well as the Deputy Clerk of the County Board for placement into the public record.

All information submitted through this form becomes part of the official public record for the selected meeting. This service is provided as a convenience to the public and comments are subject to the following terms: • Submissions must include the submitter's true name and address. • It is unacceptable for any submission to slander or engage in character assassination. • No political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted.

The County Board will read submissions at the selected meeting, in accordance with the 3-minute time limit, and take all information under advisement; responses are not provided to comments submitted through this form. Please complete the following items to submit your input. For questions or concerns regarding the use of this form, please contact Amanda Schultz, Deputy Clerk of the County Board via email at amanda.schultz@co.itasca.mn.us or via phone at (218) 327-7362.

(Section Break)

First Name	Angela
Last Name	Danielson
Address	455 Columbus Ave
City	Cohasset
State	MINNESOTA
Zip Code	55721

Meeting Date	January 17, 2023
Citizen Input	Please push to make Itasca County a Second Ammendment Sanctuary County.

Email not displaying correctly? [View it in your browser.](#)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2868

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

BACKGROUND:

- Farewell to Doris Pettersen whose last day as a Child Support Officer at HHS will be March 3, 2023 (last day in office 1/20/2023).
- Farewell to Jason Anderson whose last day as Probation Department Director will be February 3, 2023.
- Congratulations to Mike Wagner who has accepted a promotion from Highway Maintenance Subforeman to Highway Maintenance Supervisor (District 4), Transportation Department, effective January 22, 2023.

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, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2869

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Loren Solberg

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

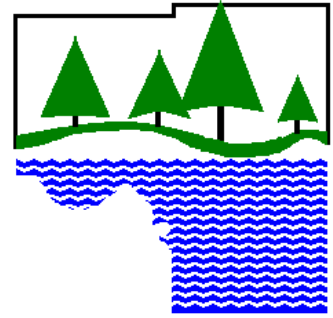
SUPPORTING DOCUMENTATION:

1. 2023 Legislative Priorities FINAL

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



Itasca County 2023 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 26%.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open.
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over \$40,000 per month with little or no input from the County.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.
- Continued investment in Broadband focusing on greater MN.

Equal Opportunity Employer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2813

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of January 27, 2023, in the amount of \$2,487,880.73.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2836

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2023, in the amount of \$1,277,177.15.

BACKGROUND:

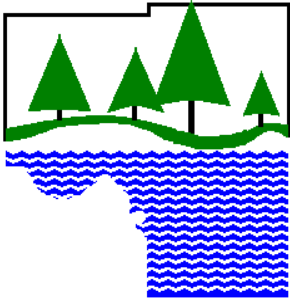
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - January 2023

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

January 2023

Income Maint/Admin Payments	\$ 200,937.07
Social Services - Waivers	\$ 5,919.43
Social Services - Non-Waivers	\$ 516,867.73
Foster Care/Out of Home/FamilySupport	\$ 481,711.66
Relative Custody/Preventive Placement Costs/Incidentals	\$ 55,736.76
Public Health	\$ 16,004.50
Community Health Board	\$ -
Total	\$ 1,277,177.15

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

January 2023
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2023	Actual 2022	Actual 2021	Actual 2020	Actual 2019
January	481,711.66	433,150.76	375,450.87	459,792.92	304,901.00
February		348,631.48	276,036.33	591,619.05	395,125.46
March		390,198.68	470,336.10	503,054.15	481,292.60
April		552,814.60	327,746.28	447,083.94	369,984.89
May		487,698.28	435,540.15	533,038.47	431,360.66
June		585,853.92	453,742.31	382,221.73	511,262.03
July		400,212.87	295,647.79	361,553.69	374,861.55
August		484,467.08	406,809.83	324,126.58	553,349.32
September		499,454.00	351,501.34	388,223.65	454,942.93
October		596,946.77	253,884.89	482,584.01	535,920.86
November		361,433.79	424,163.31	397,425.90	420,910.89
December		510,726.16	280,089.95	351,799.88	222,554.78
Total	481,711.66	5,651,588.39	4,350,949.15	5,222,523.97	5,056,466.97

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	36	25	69%	9	36%
February			#DIV/0!		#DIV/0!
March			#DIV/0!		#DIV/0!
April			#DIV/0!		#DIV/0!
May			#DIV/0!		#DIV/0!
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	36	25	#DIV/0!	9	#DIV/0!
			average		average

January 2023
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 131,612
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ 50,336
North Homes	-	\$175 - \$365/day	\$ 47,376
The Bridge Residential Facility	-	\$250/day	\$ 47,250
Mille Lacs Academy	-	\$479/day	\$ 44,603
Snyders/Foundation for Life	-	\$122/day	\$ 18,774
Hawkins Home	-	\$338.24/day	\$ 10,147
Heartland Girls Ranch	-	\$249 - \$316/day	\$ 9,079
Little Sand Group Home	-	\$240/day	\$ 8,871
MCF - Redwing	-	\$215/day	\$ 7,595
Village Ranch	-	\$175 - \$231/day	\$ 6,836
Lutheran Social Services	-	\$148-\$194/day	\$ 5,848
Lighthouse	-	\$128/day	\$ 5,291
Port Group Homes	-	\$178/day	\$ 3,651
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Evergreen Shelter	-		\$ -
Go Forward Group Home	-	\$245/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Northstar	-	\$128/day	\$ -
Northwood	-	\$294-\$331/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Volunteers of America	-		\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 84,444

Total \$ 481,712

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2872

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Schedule Public Hearing

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Calling a Public Hearing on a Property Tax Abatement for Certain Property in Itasca County, Minnesota, and Granting a Business Subsidy to ASV Holdings, Inc., or Any of Its Affiliates, which schedules a public hearing on Tuesday, February 14, 2023.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Exhibit A Notice of Public Hearing
2. ASV County Tax Abatement Application Letter
3. ASV Expansion_ 91-027-2401
4. Memo - Call for PH - final (002)

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

RESOLUTION 2023-6

**RE: CALLING A PUBLIC HEARING ON A PROPERTY TAX ABATEMENT FOR CERTAIN
PROPERTY IN ITASCA COUNTY, MINNESOTA, AND GRANTING A BUSINESS SUBSIDY TO
ASV HOLDINGS, INC., OR ANY OF ITS AFFILIATES**

WHEREAS, ASV Holdings, Inc., a Delaware corporation, or any of its affiliates (the “Developer”), has proposed to construct an approximately 32,000 square foot expansion to its compact equipment production facility to be used for manufacturing, including a new paint system (the “Project”), on real property (the “Property”) located at 840 Lily Lane, Grand Rapids, Minnesota; and

WHEREAS, Itasca County, Minnesota (the “County”) and the City of Grand Rapids, Minnesota are each contemplating granting a property tax abatement in order to facilitate the Project, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”); and

WHEREAS, the Board of Commissioners of the County (the “Board”) has determined to consider granting a tax abatement of all or a portion of the County’s share of property taxes generated by improvements on the Property in the approximate maximum amount of \$329,033 (equal to principal of \$196,566 plus semiannual interest accruing at the rate of 4.75% per annum) and to hold a public hearing thereon in accordance with the Abatement Act; and

WHEREAS, the Abatement to be provided to the Developer by the County to help finance the Project constitutes a business subsidy under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”); and

WHEREAS, before the County may grant an abatement or provide financial assistance that constitutes a business subsidy under the Business Subsidy Act, the Board must conduct a noticed public hearing; and

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Itasca County, Minnesota that:

1. The County Administrator is authorized and directed to publish a notice for publication in the official newspaper of the County setting a public hearing before the Board on Tuesday, February 14, 2023, at or after 2:30 p.m. at the County Courthouse on the proposed Abatement. The notice, attached hereto as EXHIBIT A, shall be published in the newspaper at least ten (10) but not more than thirty (30) days prior to the public hearing, and shall be in substantially the form attached hereto.
2. The County Administrator is authorized and directed to take all other actions necessary to bring the proposed abatement and business subsidy before the Board at the time of the public hearing.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 24th day of January A.D. 2023 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 24th day of January A.D. 2023.



Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON A PROPERTY TAX ABATEMENT FOR CERTAIN PROPERTY IN ITASCA COUNTY, MINNESOTA, AND GRANTING A BUSINESS SUBSIDY TO ASV HOLDINGS, INC., OR ANY OF ITS AFFILIATES

NOTICE IS HEREBY GIVEN that the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") will meet at or after 2:30 p.m. on Tuesday, February 14, 2023, at the County Courthouse, located at 123 NE Fourth Street, Grand Rapids, Minnesota, to conduct a public hearing to consider granting a property tax abatement under Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Abatement Act"), for all or a portion of certain property located in the County (the "Property") to be developed by ASV Holdings, Inc., a Delaware corporation, or any of its affiliates (the "Developer"). The Developer intends to construct an approximately 32,000 square foot expansion to its compact equipment production facility to be used for manufacturing, including a new paint system (the "Project"), on real property (the "Property") located at 840 Lily Lane, Grand Rapids, Minnesota. The proposed abatement constitutes a business subsidy under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act").

The Property is identified by the following parcel identification numbers: 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325, and 91-566-0330.

Following the public hearing, the Board will consider a resolution granting an abatement of a portion of the County's share of property taxes on the Property for a period of up to 20 years. The County estimates that the total amount of the abatements will not exceed \$329,033 (equal to principal of \$196,566 plus semiannual interest accruing at the rate of 4.75% per annum).

A summary of the terms of the proposed business subsidy to be provided to the Developer to assist in developing the Project is available for inspection at the County Courthouse during regular business hours.

Any person with a residence in the County or who is the owner of taxable property in the County may file a written complaint with the County if the County fails to comply with the Business Subsidy Act. No action may be filed against the County for the failure to comply unless a written complaint is filed.

Any person wishing to express an opinion on the matters to be considered at the public hearing will be heard orally or in writing.

Dated: [Date of Publication]

BY ORDER OF THE BOARD OF
COMMISSIONERS OF ITASCA COUNTY,
MINNESOTA

/s/ Brett Skyles

County Administrator
Itasca County, Minnesota

TA125-41 (JAE)
850889v1



December 2, 2022

Dear Itasca County Board:

We respectfully request for your consideration a tax abatement of \$196,566 over 20 years and are submitting this letter as our written application.

Business History/Description

Founded in a small garage in Marcel, MN by snowmobile industry pioneers Edgar Hetteen and Gary Lemke in 1983, ASV has grown to become an industry leader in compact equipment production, sales and parts distribution. In 1995, with support from the IRRRB, the City of Grand Rapids and the Grand Rapids EDA, ASV moved to a new facility in Grand Rapids.

ASV has continued to grow and expand over the past 26 years in Grand Rapids, now employing 253 full time employees with a total annual payroll of \$18M. ASV occupies 300,000 square feet of production and warehouse space on a 27-acre campus.

In September 2019, ASV was acquired by the Yanmar Group. Upon completion of the transaction, ASV's independent dealer network throughout North America, Australia and New Zealand joined Yanmar's global construction equipment operations. Yanmar Compact Equipment North America (YCENA) brings together the stand-out strengths of YANMAR and ASV to champion a shared perspective of product excellence and customer service. As one organization, YCENA is poised to become a leader in compact equipment, giving everyone the power to shape a better world.

YCENA, based in Grand Rapids, encompasses Yanmar Compact Equipment division's powerful, dependable and efficient compact excavators, tracked carriers and wheel loaders and ASV's innovative, reliable and industry-leading Posi-Track® compact track loaders. Founded in 1912, Yanmar was the first to succeed in making a compact diesel engine of a practical size. Yanmar has continued to expand its product range as a global industrial equipment manufacturer, with divisions focused on small and large engines, agricultural machinery and facilities, construction equipment, energy systems, and marine equipment, machine tools, and components. The Yanmar Compact Equipment division, since 1968, has been designing, manufacturing, selling and servicing mini and midi excavators, wheel loaders and wheel excavators, with production facilities in Japan, France, Germany, and, with the ASV merger, the United States.

Brief Description of the Project

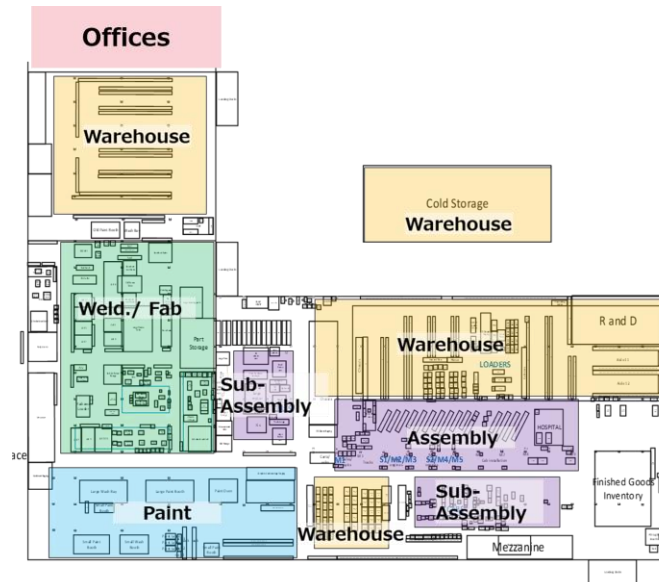
In order to meet a significant ramp-up in production of Compact Track Loaders, planned launching of new products to keep pace with the growing North American demand, and the relocation of production of a line of Mini Excavators from Japan to Grand Rapids, ASV/Yanmar is moving forward with a significant expansion of their Grand Rapids production facility consisting of:

- Construction of a 32,000 square foot addition to house upgraded paint system
- Site improvements

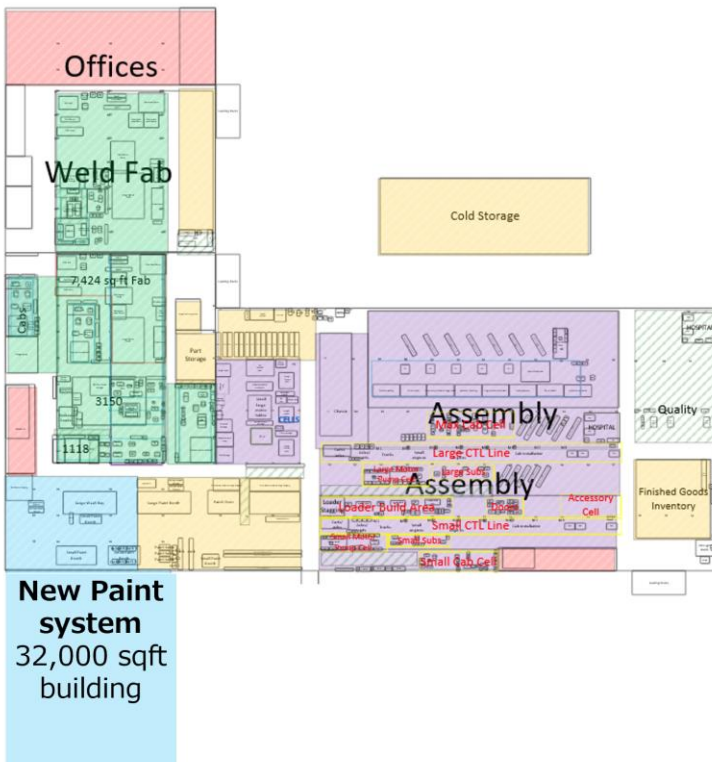


- New enhanced paint system
- Equipment for use in assembly process

Current facility layout:



New facility layout:





Sources and Uses:

Use of Funds	GREDA MIF Loan	City of Grand Rapids Tax Abatement	Itasca County Tax Abatement	IRRR Grant to City	IRRR Loan to ASV	DEED Job Skills Partnership	Equity	Total
Site Improvements				\$ 350,000			\$ 282,385	\$ 632,385
New Construction		\$ 270,700	\$ 196,600				\$ 4,023,815	\$ 4,491,115
Renovation of Existing Bldg.							\$ 400,000	\$ 400,000
Purchase of M&E	\$ 450,000				\$ 1,000,000		\$ 2,036,000	\$ 3,486,000
Training						\$ 400,000		\$ 400,000
Total Project Cost	\$ 450,000	\$ 270,700	\$ 196,600	\$ 350,000	\$ 1,000,000	\$ 400,000	\$ 6,742,200	\$ 9,409,500
% of Total Project Cost	4.8%	2.9%	2.1%	3.7%	10.6%	4.3%	71.7%	100%

Total # of retained and new jobs

Current permanent, full time (2,080 hours) employees in Minnesota:	231
Permanent full-time employees created in Year 1	44
Permanent full-time employees created in Year 2	71
Permanent full-time employees created in Year 3	61
Total permanent, full time (2,080 hours) employees in Minnesota:	407

New jobs average wages over first two years- \$37.18/hour or \$77,344.07

Net estimated payroll increase, including employer contribution to healthcare over 3 years (176 new positions): \$10,868,838.

List names of officers and shareholders/partners with more than five percent (5%) interest in the corporation/partnership

ASV Holdings, Inc. is wholly owned by Yanmar America Corporation, 101 International Parkway, Adairsville, GA 30103. FEIN 36-3136414

Legal Description/Property Identification Numbers

830 & 840 Lily Lane
Grand Rapids, MN 55744

91-568-0220
91-569-0110
91-027-2401
91-027-2105
91-568-0210
91-566-0305
91-566-0310
91-566-0315
91-566-0320
91-566-0325
91-566-0330



Itasca County Impact

ASV is currently one of the larger employers in the area. Historically, the area's jobs have been deeply rooted in forestry, and providing opportunities in manufacturing is a timely diversification. This project will not only retain our current job base, but significantly increase the number jobs, both in general labor and professional positions.

Closing

Attachments to this request include the Proposed Tax Abatement prepared by Ehlers Public Finance Advisors and the Itasca County Assessor's post development value estimate where it is estimated that the project will add \$1,545,900 of taxable market value to the ASV property, which based upon Pay 2020 local tax rates, would generate an additional \$45,259 of local property taxes annually.

Respectfully submitted,

Melissa How

Melissa How
Chief Financial Officer
ASV Holdings, Inc.

Enclosure 1: Abatement 11.4.2022.pdf

Enclosure 2: ASV Expansion_ 91-027-2401.pdf

From: [Christa Jetland](#)
To: [Rob Mattei](#)
Subject: ASV Expansion: 91-027-2401
Date: Tuesday, October 25, 2022 2:48:01 PM

Dear Rob,

The Assessor's Department has reviewed the information provided for the proposed 32,000 square foot industrial paint facility addition along with bituminous parking area located at 840 Lily Lane, Grand Rapids, MN; Parcel ID#s: 91-566-0330, 91-566-0325, 91-566-0320, 91-566-0315, 91-566-0310, 91-566-0305, 91-568-0210, 91-568-0220, 91-027-2105, 91-027-2401, and 91-569-0110. The development specs provided consisted of 11 parcels that total approximately 30.48+/- acres or 1,327,709 square feet in size, with industrial manufacturing and warehouse style buildings and bituminous paved parking areas that exist on said parcels. Your request was to provide an estimate of valuation for the property in it's current state and a valuation as proposed.

The total estimated valuation for the land and buildings before the new construction development was \$5,604,300, which includes land, bituminous parking area and building values. The total estimated valuation of the land and buildings after the new construction development is \$7,150,200. The difference of the pre-construction and post-construction values is \$1,545,900. The graph below serves as an illustration of the breakdowns for the valuation estimates explained here.

Valuation Estimate for the City of Grand Rapids			
Parcels #: 91-566-0330, 91-566-0325, 91-566-0320, 91-566-0315, 91-566-0310 91-566-0305, 91-568-0210, 91-568-0220, 91-027-2105, 91-027-2401, 91-569-0110			
Current Valuation --"As Is"			
Lot Size-Acres	Land	Improvements	Total EMV
30.48 =/+	\$372,600	\$5,231,700	\$5,604,300
Totals	\$372,600	\$5,231,700	\$5,604,300
Estimated valuation after new construction			
Lot Size-Acres	Land	Improvements	Total EMV
30.48 +/-	\$422,300	\$6,727,900	\$7,150,200
Totals	\$422,300	\$6,727,900	\$7,150,200
Valuation Summary			
Pre-Construction	After Construction		Valuation Changes (+/-)
\$5,604,300	\$7,150,200		\$1,545,900

These values can be subject to change once the project has been completed and a full on-site review by the assessor has been performed. The Auditor/Treasurers Department can calculate an estimate of taxes payable. The phone number for the Auditor/Treasurer is (218) 327-2859. The classification based on the proposed use of the property is 234, Industrial Preferred.

Feel free to contact me if you have any questions.

Best Regards,

Christa Jetland

Christa Jetland (Rajala), SAMA
Commercial Assessor/Appraiser II

Itasca County Courthouse
123 NE Fourth Street
Grand Rapids, MN 55744
Direct: (218) 327-7469
Internal Ext: 1469
Fax: (218) 327-7343

E-mail: christa.jetland@co.itasca.mn.us

Website: www.co.itasca.mn.us

MEMORANDUM

TO: Council Members, City of Grand Rapids
Board Members, Itasca County Board of Commissioners
Board Members, Grand Rapids Economic Development Authority

FROM: Rebecca Kurtz, Ehlers

DATE: January 17, 2023

SUBJECT: Proposed Tax Abatement for ASV Development

The City of Grand Rapids and Itasca County received a request for tax abatement (“abatement”) from ASV Holdings, Inc. (“ASV”) to assist with an expansion of their Grand Rapids production facility.

Company Background Information

ASV manufactures compact track loaders and skid steers. It was founded in a garage in Marcel, MN, in 1983, and in 1995 expanded to a new facility in the City of Grand Rapids. Since then, ASV has continued to grow and employs approximately 253 full-time employees and occupies 300,000 square feet of production and warehouse space. In 2019 ASV was acquired by Yanmar Group, and the Yanmar Compact Equipment North America (“YCENA”) is based in Grand Rapids.

Proposed Project

ASV is planning an expansion of its Grand Rapids production facility to meet increased production of Compact Track Loaders, the anticipated launching of new products, and the relocation of the production of mini excavators from Japan to Grand Rapids. The proposed expansion includes construction of a 32,000 square foot addition to the paint system along with related site improvements and equipment.

The project is anticipated to cost \$9.4 million and has a variety of funding sources, including an equity contribution of over 71 percent of the project costs. ASV anticipates adding at least 115 permanent, full-time jobs over the next two years with average hourly wages of \$37.18, exclusive of benefits. Over a five-year term, ASV has plans to grow employment by over 300 employees.

The project is estimated to have a completed market value of \$7,150,200, per the County Assessor. This is an increase in value of \$1,545,900. Based on Pay 2022 tax rates, it is estimated to generate an additional \$45,259 in total taxes.

Tax Abatement Request

ASV has requested \$234,000 in tax abatement assistance from the City of Grand Rapids and \$196,566 in tax abatement assistance from Itasca County to assist with the construction of the proposed expansion.

Tax Abatement Summary

Minnesota Statutes 469.1813 allow political subdivisions to abate their share of all or a portion of a parcel's property taxes to help finance projects, including economic development projects. Abatement, under the Statute and contrary to the definition of the word, does not exempt the property owner from paying real estate taxes or reduce the total amount owed. During the term of the tax abatement, the taxing authority collects the abatement amount and distributes it per the terms of an agreement.

To create a tax abatement, each taxing entity participating in the abatement must hold a public hearing. After the public hearing the entity must make a finding that the abatement expects the benefits to the political subdivision to at least equal the costs to the political subdivision **and** that the project is in the public interest because it will:

- Increase or preserve tax base;
- Provide employment opportunities;
- Provide or help acquire or construct public facilities;
- Help redevelop or renew blighted areas;
- Help provide access to services for residents; and/or
- Finance or provide public infrastructure.

Proposed Tax Abatement for ASV

After review of the project information submitted by ASV, we conclude the tax abatement requests of \$234,000 from the City and \$196,566 from the County can be justified for this project. This total request equates to about 5 percent of the total project cost.

If the City and/or County move forward with providing tax abatement, it is recommended that the abatement be based on the increase over the current tax capacity. Therefore, the taxing jurisdiction would continue to receive the taxes on the current value throughout the term of the abatement. It is estimated that the annual taxes abated by the City would be \$22,659, and the annual taxes abated by the County would be \$16,452.

It is recommended that assistance be provided through the issuance of pay-as-you-go notes issued by the participating jurisdictions. Under this scenario, ASV would pay their taxes, and semi-annual payments would be made by the City and/or County until the note is paid including 4.25% interest. The term of the abatement would be the lesser of the full payment of the note or 20 years.

Next Steps

At the City Council and County Board meetings on January 23 and 24, a resolution will be considered to establish a public hearing related to the proposed tax abatement. If the Council and/or Board move choose to move forward, notices of public hearings will be published on February 1.

The Grand Rapids Economic Development Authority will review the request on February 9 and provide a recommendation for the Council to consider.

The Council could hold a public hearing on February 13, and the County Board could hold a public hearing on February 14 to consider the abatement request.

If the abatement is approved, the participating entities will enter into a Contract for Development with ASV, which will outline the terms of the assistance.

I plan to attend both of the public hearings to answer questions related to tax abatement and the requested assistance.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2698

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

2023 Flaherty & Hood Agreement

BOARD ACTION REQUESTED:

Approve the 2023 Agreement with Flaherty & Hood to continue Legislative and coalition work regarding the Hwy 169 Expressway and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 12.12.2022 - Itasca County FH Proposal
2. FH - 1.24.2023 Itasca Board Materials
3. 12-12-2022 - Itasca County FH Proposal SIGNED

01/17/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/24/2023 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



Meeting the government relations needs of

Itasca County

Contact Information:

Bradley Peterson, Shareholder/Lobbyist

525 Park Street, Suite 470

Saint Paul, MN 55103

Phone: 651-225-8840

Email: bmpeterson@flaherty-hood.com

December 12, 2022

December 12, 2022

Brett Skyles
County Administrator
123 NE 4th Street
Grand Rapids, MN 55744

Dear Mr. Skyles,

Flaherty & Hood, P.A. (“the Firm”) is pleased to submit this proposal to continue to provide services to Itasca County (“County”) in its efforts to advance improvements to U.S. Highway 169. It has been a pleasure working with you over the course of the past year, and we look forward to continuing to advance this project together.

This agreement continues the basic structure under which the Firm has provided government relations, lobbying, and research services designed to advance the County’s legislative priority of safety and freight movement improvements to the sections of Highway 169, while also continuing to form and assemble a coalition of public and private entities to advocate collectively for the project.

Since the founding of our Firm, Flaherty & Hood’s mission has been to give a voice at the Capitol to local governments—particularly in Greater Minnesota—who are facing important and complex challenges that require action or funding from the state. This proposal outlines our Firm’s qualifications, the scope of work we would envision for this continued engagement, and other contract details.

Given the work that has taken place over the past year, and our Firm’s track record of success in pursuing funding for similar projects, we are confident that the partnership between the County and the Firm will remain a successful one.

Summary of Qualifications

Firm Overview

Flaherty & Hood is a full-service law and lobbying firm serving clients from across Minnesota since 1992. Over the course of our history, Flaherty & Hood has served a diverse set of clients, with a particular focus on local governments. Our government relations practice has historically focused on issues related to property taxes, transportation, economic development, environmental regulation, energy, and land use.

Flaherty & Hood employs more than 25 attorneys and staff members, with offices in Saint Paul and Winona, Minnesota. Our lobbying team includes three licensed attorneys, a graduate of the Humphrey School of Public Affairs at the University of Minnesota, and four former state legislators. Former Senate Assistant Minority Leader Erik Simonson and former House Minority Leader Marty Seifert are directly employed by our firm. We also maintain contractual relationships with former House Ways and Means Chair Loren Solberg and former House Capital Investment Chair Dan Dorman, who assist our clients on an as-needed basis.

In addition to traditional lobbying capabilities, our team also includes an on-staff policy analyst whose primary focus is to analyze data, work with various state funding formulas, and use analytical tools to find solutions for our clients. We also have an on-staff media and communications team that provides strong writing, media, graphic design, and other communications services.

Flaherty & Hood has a long record of success in utilizing a team-based approach to legislative advocacy. We assign work amongst our team by balancing the considerations of each attorney or lobbyist's area of expertise and relationships with legislators, staff, or agency contacts. We manage each team member's workload so that every client is guaranteed high-quality and timely service. For all our clients, we assign a lead lobbyist who is backed by another staff member who is well-versed in the client's needs. This approach, as well as the size and adaptability of Flaherty & Hood's legislative team, allows us to be nimble and responsive to client needs, including on short notice and when the legislative calendar requires urgent attention to pressing and time-sensitive needs.

Key Personnel

While additional Flaherty & Hood staff members may be called upon where it would benefit Itasca County's legislative needs, the following individuals will be primarily responsible for delivering services to the County:



Shane Zahrt, Senior Attorney/Lobbyist

As a senior attorney and lobbyist, Shane uses his knowledge of the legislative process and his background in political organizing to develop and implement successful legislative strategies on behalf of public and private sector clients.

Shane is a recognizable face at the Capitol in the areas of transportation, taxes, and economic development, with a breadth of experience working with clients who have issues that span multiple legislative committees. Since joining Flaherty & Hood, Shane has worked on behalf of clients to secure hundreds of millions of dollars in state funding for regional and local projects, including more than \$200 million in state and federal dollars for improvements to U.S. Highway 14 in southern Minnesota.

Prior to joining the firm, Shane worked on political campaigns in Minnesota and North Dakota. He also served as Assistant to the North Dakota Senate Minority Leader, where he oversaw research and legislative strategy on a diverse array of issues.

Shane is a graduate of the University of North Dakota and William Mitchell College of Law. He is admitted to practice law in the state of Minnesota.



Erik Simonson, Senior Lobbyist

Erik brings years of valuable legislative, local government, and non-profit experience to our clients. His key areas of expertise include taxes, transportation, bonding, economic development, environment, energy, and public safety.

Erik served in the Minnesota House of Representatives from 2013 to 2016, and the Minnesota Senate from 2017 to 2020. He was elected Assistant Minority Leader of the Senate DFL Caucus in 2020 and focused heavily on issues important to Greater Minnesota and local governments throughout his entire legislative career. He retired from the Duluth Fire Department as an Assistant Chief in 2017 and has worked in top management positions in both the non-profit community and the public higher education workforce development community.

As a legislator, Erik demonstrated a willingness to engage with both sides of the political aisle to accomplish effective and pragmatic policy initiatives. His policy passions include energy, environmental, economic development, and tax policy.

Erik is a graduate of the College of St. Scholastica.



Bradley Peterson, Shareholder/Attorney

As an attorney and shareholder with Flaherty & Hood, Bradley leads the firm's government relations practice and serves a diverse set of legislative clients in the areas of bonding, economic development, transportation, property taxes, tax increment financing, local sales taxes, environmental regulation, energy, and annexation and land use. He has been with the firm since 2007.

Prior to joining Flaherty & Hood, Bradley was Senior Advocacy Director for the American Heart Association in Minnesota.

Bradley is a graduate of Gustavus Adolphus College and Hamline University School of Law. He is admitted to practice law in Minnesota.



Marty Seifert, Senior Lobbyist

As a senior lobbyist for Flaherty & Hood, Marty brings years of valuable public service and non-profit experience, as well as extensive knowledge of issues that are important to the firm's clients.

Marty served in the Minnesota House of Representatives from 1996 until 2010 and was elected Minority Leader of the Republican Caucus from 2006 to 2009. He previously worked as a high school social studies teacher and an admissions counselor at Southwest Minnesota State University, the same university where he received his bachelor's degree in political science and secondary education. He currently owns a property management company, serves on the Board of Governors for Granite Falls Energy and the Board of Directors for Catholic United Financial, and is involved in numerous community organizations.

In 2010 and 2014, Marty was a candidate for governor whose campaign took him to communities across Minnesota, giving him unique insight into the issues affecting our state.

Services Provided

Lobbying

- Consult with the County on development of legislative priorities & strategy
- Draft necessary legislation and amendments
- Secure legislative bill authors
- Direct lobbying of committee chairs, key legislators, the Governor's Administration, and key state agency officials and staff
- Update or create informational handouts and other materials on County priorities
- Monitor progress of relevant bills throughout the legislative process
- Coordinate testimony for legislative hearings
- Provide the County with timely updates from the Legislature
- Monitor federal legislation, grant opportunities, and programs to identify opportunities for funding the County's priorities related to Highway 169

Advising the County on leading the formation of a Coalition

- Consult with the County on developing its vision for a U.S. Highway 169 Coalition
- Research and advise the County on entity choice and formation

- Assist the County in developing a membership, dues, and organizational structure for the Coalition
- As appropriate, advise on the creation of a member recruitment strategy

Project Management and Costs

Shane Zahrt will be the day-to-day point of contact for Itasca County at the Firm and will be primarily responsible for execution of the legislative and organizational activities described in this agreement. Erik Simonson, Bradley Peterson, and Marty Seifert will assist Mr. Zahrt, and Mr. Peterson will have ultimate responsibility for service delivery on behalf of the Firm.

The cost of the services under this agreement is \$36,500 for services performed as well as reasonable expenses such as printing, postage, travel, and meal expenses related to the execution of County business. Flaherty & Hood will bill the County in monthly prorated installments through the end of the contract term.

The term of services would commence upon approval by the Itasca County Board and run through December 31, 2023. This agreement may be terminated by either Itasca County or the Firm by giving 30 days written notice to the other party, and any amounts due and owing up to such time will be promptly billed and paid.

The County and Firm may agree to any additions to the scope of services and any additional compensation in writing.

Conflicts of Interest

By entering into this agreement, Itasca County understands that Flaherty & Hood represents other clients. Flaherty & Hood advocates for each client strenuously on its own merits. Specifically, the County is aware that Flaherty & Hood represents the U.S. Highway 14 Partnership—a corridor coalition in southern Minnesota that advocates for expansion of dangerous sections of Highway 14. Because the remaining 2-lane segments of that highway are fully funded and awaiting construction, the objectives of that organization are substantially accomplished. As such, neither the Firm nor the current leadership of the Highway 14 Partnership anticipate that Itasca County's efforts would pose a conflict.

If a conflict between clients does arise, Flaherty & Hood will immediately notify both parties and will work to resolve it.

Conclusion

Flaherty & Hood would be pleased to continue working with Itasca County to advance Highway 169 improvements. We remain confident that our experience and success in advocating for similar transportation improvement projects will lend themselves to helping us advance your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

FLAHERTY & HOOD, P.A.

By: 

Bradley Peterson, Shareholder Attorney

Accepted By: _____
[Name], [Title]

[Name], [Title]

[Name], [Title]

References

Highway 14 Partnership

Contact: Kevin Raney, Owatonna City Council Member
540 West Hills Circle
Owatonna, MN 55060
(507) 456-3116
kevin.raney@ci.owatonna.mn.us

Wright County

Contact: Darek Vetsch, County Commissioner
10 2nd St. NW
Buffalo, MN 55313
(612) 384-6886
darek.vetsch@co.wright.mn.us

City of Red Wing/Coalition of Utility Cities

Contact: Marshall Hallock, Administrative Business Director
315 West 4th St.
Red Wing, MN 55066
(651) 385-3602
marshall.hallock@ci.red-wing.mn.us

MEMORANDUM

To: Itasca County Board and Staff
From: Shane Zahrt, Flaherty & Hood, P.A.
Date: January 19, 2023
Re: Project status and 2023 legislative plan

Itasca County Commissioners:

This memo is to provide the Board with an overview of the work that has already been completed toward advocating for U.S. Highway 169 and the creation of a 169 coalition. It became clear during the Board's discussion on January 17th that while former Commissioners Trunt and Denucci were directly involved in the day-to-day details of the work that took place in 2022, the status of that work was not clear to the full Board, and it is essential that newly-elected Board Commissioners be brought up to speed as quickly as possible.

This memo covers 2023 legislative dynamics and plans, while also addressing the work that needs to be done to advance the creation of a Highway 169 Coalition. When it began last year, the engagement between the County and Flaherty & Hood was contemplated as a two-year arrangement that would advance the 169 project and kick off the creation of a that Coalition to carry the work forward. Because of the work that took place last year, all elements of the project are ready to be moved forward by the current Board of Commissioners.

Accompanying this memo are a number of attachments, including; 2023 bill drafts; sample template for future legislative updates; draft articles and bylaws for the Highway 169 Coalition; a memo to the County Board from June 2022 recapping the 2022 legislative session and next steps at that time.

Moreover, the Board's discussion made it clear that there is a desire for more regular and detailed updates to the full Board. This memo includes a set of recommendations to make that happen.

2023 Session Dynamics

As a result of the collaboration between Flaherty & Hood, Loren Solberg, MnDOT, and Itasca County, that took place in October through December of 2022, two pieces of legislation have already been submitted to the Revisor's Office for jacketing. The Western Mesabi Mine Planning Board also provided input into this legislation:

- 1) \$150 million for the two-to-four lane expansion of U.S. 169 between Taconite and Pengilly (including all necessary preparation costs).
- 2) \$6 million for environmental, engineering, and other preparation work needed to advance the project toward readiness.

Due to the incredible resources at the state's disposal, the primary goal this year will be to pursue full funding of the 169 project. That said, project readiness remains a major issue—so much so that the 169 project may not be eligible for construction funds through projects like the Corridors of Commerce program or federal opportunities. MnDOT District 1 has indicated that even if full funding is received for the project, it may be six years before the project could be completed. The reason for this is that significant work remains to advance work such as environmental, engineering, and route selection. This is why the focus of discussions with MnDOT since the end of the 2022 legislative session has been how to

advance project readiness. MnDOT also frequently points out that advancing project readiness is essential to make the project eligible for federal grants or earmarks.

In addition to a transportation budget bill, bonding provides another potential opportunity. Projects funded by trunk highway bonds¹ have frequently traveled in the transportation bill but have also been carried in the bonding bill in the past. Engagement with transportation committee members AND bonding committee members will be necessary to see this through.

That said, it is also important to be aware of the challenges transportation projects will face at the legislature this year. Given the spending priorities of both the House and Senate DFL majority caucuses, legislative leaders are expected to allocate very little of the state's general fund surplus toward transportation. In fact, on January 19th, the publication MinnPost published an article titled, "What surplus? Budget picture not so rosy for Minnesota transportation,"² which details some of these dynamics.

Also, despite recognizing the need for safety projects like Highway 169, legislators have often been adamantly opposed to earmarking large funds for specific projects. Current Transportation House and Senate Transportation Committee Chairs Representative Frank Hornstein and Senator Scott Dibble are both ideologically opposed to the practice of earmarking. We will need to work closely with Itasca County legislators and transportation committee members to overcome this opposition and be successful. However, both Hornstein and Dibble were instrumental in 2013 to the creation of the Corridors of Commerce program, which has since funded numerous projects similar to 169. This year's legislature is primed to have a conversation about fixing that program's project selection criteria, which is currently extremely challenging for rural projects to qualify for. The county and partners along 169 will need to be a part of that discussion.

2023 Legislative Session Recommendations for Next Steps for Coordination:

During its January 17th meeting, the Board also unanimously expressed a desire for more frequent and detailed communication and updates from Flaherty & Hood staff regarding the work being performed to advance the project. What follows is a list of recommendations to ensure that communication and coordination continues:

- We recommend the County Board designate the District 3 and District 5 commissioners as Board liaisons to Flaherty & Hood—along with the County Administrator and County Highway Engineer—to oversee the project and legislative strategy.
- During the regular legislative session, establish regular written updates from Flaherty & Hood to the project team, which may be shared with the full Board. A sample template for these updates is included as an attachment to this memo. These should include, at a minimum:
 - Description of work that has taken place that week
 - Updates on the status of 169 legislation
 - Description of any relevant bill introductions, amendments, or hearings that could impact the project (for example, Corridors of Commerce legislation)
 - Meetings/contacts with key legislators
 - Upcoming items to watch out for
 - Requests/suggestions for action by commissioners and staff (contacting legislators, preparing testimony, drafting letters, contacting other stakeholders)

¹ Projects on the trunk highway system, including the U.S. Highway 169 project, are constitutionally required to be funded by trunk highway bonds, are not typically eligible for state general obligation bonds.

² <https://www.minnpost.com/state-government/2023/01/what-surplus-budget-picture-not-so-rosy-for-minnesota-transportation/>

- Flaherty & Hood will continue to coordinate meetings with key legislators and committee chairs and will involve county representatives in those meetings where applicable.
- Flaherty & Hood will continue working with transportation committee chairs and committee administrators to secure bill hearings on Highway 169 legislation.
- In conjunction with bill introductions, a full packet of lobbying materials will be available to county officials and partners.
- Lobbying materials will be provided to all county representatives and area partners who will be attending “day on the hill” lobbying events, including the Association of Minnesota Counties legislative conference on February 22-23.

169 Coalition – Organizational Items

Last year, in coordination with Commissioners Trunt, Denucci, and county staff, a draft copy of Articles of Incorporation were shared with the county team in early October, followed by draft bylaws in early December. Administrator Skyles provided helpful feedback on the bylaws document, but no other comment or feedback was received. With three new Board commissioners beginning their terms this month, it would be appropriate and appreciated for interested Board members to review these documents and provide feedback so that these steps can be finalized.

Below is a suggested framework for that work.

Organizational Next Steps

- Commissioners review and provide feedback on Articles and Bylaws (in progress as of this writing).
- Meeting between Shane Zahrt and Commissioners Venema and Johnson (being coordinated as of this writing).
- By end of January—County Board designate specific Commissioners and staff to serve on a “recruitment committee” to coordinate outreach to lobbying partners and potential coalition members. This will pick up the work that already occurred in 2022 fill a gap that was left by the departure of Commissioners Trunt and Denucci.
- Set a regular schedule of meetings between Flaherty & Hood, county representatives, and Loren Solberg to discuss organizational next steps and coordinate recruitment efforts and rollout.
- By mid-February, finalize organizational documents and set a framework for a dues structure for the Coalition.

Conclusion

I hope this memo provides additional insight into the work that has occurred so far on this project and responds to the desire for more detail about the work that is ahead of us. With any questions, please feel free to contact me any time at SAZahrt@flaherty-hood.com or (651) 295-1123.

- 1.1 A bill for an act
- 1.2 relating to transportation; appropriating money for project development on
- 1.3 expansion of a segment of U.S. Highway 169 to a four-lane highway.
- 1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.5 Section 1. **APPROPRIATION; U.S. HIGHWAY 169 EXPANSION PROJECT**
- 1.6 **DEVELOPMENT.**
- 1.7 \$6,000,000 in fiscal year 2024 is appropriated from the general fund to the commissioner
- 1.8 of transportation for planning, predesign, design, engineering, and environmental analysis
- 1.9 and remediation of expansion of marked U.S. Highway 169 from a two-lane to a four-lane
- 1.10 divided highway between Taconite and Pengilly. This is a onetime appropriation and is
- 1.11 available until June 30, 2027.

1.1 A bill for an act
1.2 relating to transportation; appropriating money for expansion of a segment of U.S.
1.3 Highway 169 to a four-lane highway; authorizing the sale and issuance of state
1.4 bonds.

1.5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.6 Section 1. **U.S. HIGHWAY 169 EXPANSION.**

1.7 Subdivision 1. **Appropriation.** \$150,000,000 is appropriated from the bond proceeds
1.8 account in the trunk highway fund to the commissioner of transportation for predesign,
1.9 design, engineering, environmental analysis and remediation, property acquisition including
1.10 easements, and construction of an expansion of marked U.S. Highway 169 from a two-lane
1.11 to a four-lane divided highway between Taconite and Pengilly.

1.12 Subd. 2. **Bond sale.** To provide the money appropriated in subdivision 1 from the bond
1.13 proceeds account in the trunk highway fund, the commissioner of management and budget
1.14 shall sell and issue bonds of the state in an amount up to \$150,000,000 in the manner, upon
1.15 the terms, and with the effect prescribed by Minnesota Statutes, sections 167.50 to 167.52,
1.16 and by the Minnesota Constitution, article XIV, section 11, at the times and in the amounts
1.17 requested by the commissioner of transportation. The proceeds of the bonds, except accrued
1.18 interest and any premium received from the sale of the bonds, must be deposited in the bond
1.19 proceeds account in the trunk highway fund.

1.20 **EFFECTIVE DATE.** This section is effective the day following final enactment.

**Itasca County – Weekly Legislative Update
Week of January 23 – 27, 2023**

Summary of Past Week’s Activity:

Status of Legislation:

Contact with Key Legislators/Agencies:

Upcoming Notes of Interest:

Recommendations for Commissioner and Staff Action:

MISSION STATEMENT

The Mission of U.S. Highway 169 North Coalition is to promote safety along the U.S. Highway 169 Corridor throughout Northern Minnesota through legislative advocacy and public awareness.

**ARTICLES OF INCORPORATION
OF
U.S. Highway 169 North Coalition**

We, the undersigned, being of full age, for the purpose of forming a nonprofit corporation under chapter 317A of Minnesota Statutes as amended, do hereby form a body corporate and adopt these Articles of Incorporation.

**ARTICLE I
NAME**

The name of this corporation shall be U.S. Highway 169 North Coalition.

**ARTICLE II
PURPOSE**

This corporation is organized and shall be operated exclusively to promote the common good and general welfare within the meaning of § 501(c)(4) of the Internal Revenue Code of 1986 (the “Code”). The specific purpose of this corporation is to conduct public education and advocacy necessary to secure funding for the completion of transportation safety and efficiency improvements to U.S. Highway 169 in Northern Minnesota and other purposes permitted by § 501(c)(4) of the Code.

**ARTICLE III
POWERS**

Notwithstanding any other provisions of these Articles of Incorporation, all of the work of this corporation shall be carried on, and all funds of this corporation, whether income or principal and whether acquired by gift or contribution or otherwise, shall be used and applied exclusively for exempt purposes directly or indirectly benefiting this corporation within the meaning of § 501(c)(4) of the Code, and in such manner that no part of the net earnings of this corporation will in any event inure to the benefit of any Member (other than a Member that is a nonprofit organization described in § 501(c)(4) of the Code, officer or director of this corporation or of any other corporation, organization, foundation, fund, or institution, or any other individual (except that reasonable compensation may be paid for services rendered to or for this corporation in furtherance of one or more of its purposes).

**ARTICLE IV
NONDISCRIMINATION**

This corporation shall not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, sexual preference, and status with regard to public assistance, disability, or age.

**ARTICLE V
DURATION**

The duration of this corporation shall be perpetual.

ARTICLE VI **REGISTERED OFFICE**

The registered office of this corporation shall be located at 525 Park Street, Suite 470, St. Paul, MN, 55103.

ARTICLE VII **MEMBERS**

This corporation shall have one or more classes of Members as provided for in the Bylaws of this corporation. The conditions, qualifications and rights of Members shall be set forth in the Bylaws. Members of this corporation shall have no personal liability for corporate obligations.

ARTICLE VIII **DIRECTORS**

Section 8.1 Management. The management of this corporation shall be vested in a Board of Directors.

Section 8.2 The number, qualifications, and terms of office of the directors shall be fixed by the Bylaws of this corporation.

Section 8.3 Any action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action signed, or consented to by authenticated electronic communication, by the number of directors required to take the same action at a meeting of the Board of Directors at which all directors were present. The written action is effective when signed by the required number of directors, unless a different effective date is provided in the written action. When written action is taken by less than all of the directors, all directors shall be notified immediately of its text and effective date, except that failure to provide such notice does not invalidate the written action.

ARTICLE IX **DISSOLUTION**

In the event of liquidation, dissolution or winding up of this corporation, whether voluntary or involuntary, or by operation of law, except as and to the extent otherwise provided or required by law, the remaining property and assets of this corporation shall be distributed as provided in the Bylaws of this corporation, or in the absence of any such provision in the Bylaws, in such manner as the Board of Directors of this corporation, as constituted at the date of entry of the order allowing or directing the liquidation of this corporation's affairs, in their discretion shall by the affirmative vote of a majority of the directors determine to be best calculated to carry out the objects and purposes for which this corporation is formed; provided, however, that none of the property or assets of this corporation shall be distributed for purposes other than exclusively for charitable, scientific, literary, or education purposes, within the meaning of the Internal Revenue Code of 1986, as amended, or such other provisions of Minnesota or Federal Law as may from time to time be applicable.

ARTICLE X
AMENDMENT

These Articles may be amended at any time and from time to time by the affirmative vote of a majority of directors then in office, at a meeting for which notice of the meeting and the proposed amendment have been given.

ARTICLE XI
INCORPORATORS

The name and address of the incorporators of this corporation are:

Leo Trunt
12058 County Road 72
Swan River, Mn 55784

Loren Solberg
32314 Prairie Lake Lane
Grand Rapids, MN 55744

IN WITNESS WHEREOF, I have hereunto executed these Articles of Incorporation this ____
day of _____.

Incorporator

IN WITNESS WHEREOF, I have hereunto executed these Articles of Incorporation this ____
day of _____.

Incorporator

IN WITNESS WHEREOF, I have hereunto executed these Articles of Incorporation this ____
day of _____.

Incorporator

BYLAWS OF
U.S. Highway 169 North Coalition

This instrument constitutes the Bylaws of U.S. Highway 169 North Coalition (“The Coalition”), adopted for the purpose of regulating and managing the internal affairs of the corporation.

ARTICLE I
CORPORATE SEAL

This corporation shall not have a seal.

ARTICLE II
MEMBERS

Section 2.1 Classes of Members. The membership of the corporation shall consist of the following class(es) of Members:

Local Government Members. These shall include cities, counties, and townships that support the completion of expansion, safety, or other road improvements along the Highway 169 corridor in Aitkin, Itasca, or St. Louis counties. Local governments meeting this description shall be granted membership upon passage of a resolution by the council/commission/board stating their intent to join and upon payment of their annual membership dues.

Affiliate Members. The Coalition may establish separate membership categories for affiliate members and establish separate annual fees for each category. Affiliate members may include, but are not limited to, chambers of commerce; economic development agencies; individual businesses; nonprofit organizations; joint powers organizations; airport authorities; or others as determined by the Board. Affiliate members shall be granted membership upon submission of a membership application and payment of their annual membership dues.

Individual Members. The Coalition may establish a membership category to allow for individual persons with an interest in the organization’s mission to join and participate as dues paying members. Individual memberships will be granted upon

Section 2.2 Members’ Rights/Term of Membership.

Members are entitled to vote and have equal rights and preferences in matters not otherwise provided for by the Board.

Section 2.3 Non-transferability of Memberships. A Member may not transfer a membership or a right arising from it.

Section 2.4 Membership Assessments. Each Member shall pay an annual assessment. The annual assessment shall be established at the annual membership meeting, by a vote of the membership. The Board of Directors may establish the method of collection of the annual membership fee.

Section 2.5 Special purpose fees, dues, or assessments. The U.S. Highway 169 North Coalition may authorize special purpose fees, dues, or assessments for services provided to portions, but not necessarily all of the membership. Those special assessments, dues, or fees shall be accounted for separately from annual membership dues.

Section 2.6 Resignation or Termination of Membership. Membership in the corporation may be terminated as follows:

2.6.1 Membership in the corporation may be terminated by the Board of Directors, following sixty (60) days' written notice, for nonpayment of the annual membership fee.

2.6.2 In the event a Member fails to comply with the conditions of membership as established by the Board of Directors (other than the requirement to pay annual fees), the membership of such Member may be revoked or suspended by a majority vote of the Board of Directors, provided that the Member is given: (1) not less than fifteen (15) days prior written notice of the revocation or suspension, and the reasons for it; and (2) an opportunity to be heard by the Board of Directors, orally or in writing, not less than five (5) days before the effective date of the revocation or suspension.

Section 2.7 Emblems of Membership. All emblems of membership or reproductions thereof, in any form whatsoever, shall remain at all times and for all purposes the exclusive property of the corporation. A Member (and its designated representatives) is hereby deemed to have agreed that in the event its membership is terminated, revoked, or suspended the corporation shall be authorized to proceed in any appropriate manner to recover all such emblems, and to undertake appropriate action (including legal action) to prevent the former Member's continued use of such emblem.

Section 2.8 Acceptances of Membership. A person or organization shall not be deemed to be a Member of the corporation unless and until the person or organization has been accepted as a Member in accordance with policies and procedures established by the Board of Directors.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. President shall cause a meeting of the Members to be held on an annual basis for the transaction of such business as may come before the meeting. The President and Treasurer shall also report at the annual meeting on the activities and financial condition of the Coalition. Such annual meeting shall be held on the date and at the time and at a place, within the State of Minnesota, fixed from time to time by the Board of Directors. If an annual meeting of Members has not been held during the immediately preceding fifteen (15) months, at least fifty (50) Members or ten percent (10%) of the Members, whichever is less, may also demand an annual meeting of Members.

Section 3.2 Notice. Notice of all meetings of Members shall be given to a designee of each Member, except where the meeting is an adjourned meeting and the date, time and place of the meeting were announced at the time of adjournment. The notice shall be given at least ten (10)

days before the date of the meeting, and not more than ninety (90) days before the date of the meeting. The notice shall contain the date, time, and place of the meeting, and any other information required by these Bylaws or applicable law.

The notice may also contain any other information deemed necessary or desirable by the Board of Directors, or by any other person or persons calling the meeting. Notice may be sent by United States mail and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Notice may also be given by a form of electronic communication consented to by the Member to whom the notice is given.

Section 3.3 Waiver of Notice. A Member may waive notice of a meeting of Members. A waiver of notice by a Member shall be effective whether given before, at or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a Member at a meeting shall be a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 3.4 Quorum. The presence of five percent (5%) of the Members entitled to vote at the meeting shall constitute a quorum for the transaction of business at any meeting of the Members. If a quorum is present when a duly called or held meeting is convened, the Members present may continue to transact business until adjournment, even though the withdrawal of a number of Members originally present leaves less than the proportion or number otherwise required for a quorum.

Section 3.5 Manner of Acting. Except as otherwise required by law, the Members shall take action by the affirmative vote of a majority of the Members present at a duly held meeting.

Section 3.6 Members' List for Meeting. After fixing the date for a meeting of the Members, the corporation shall prepare an alphabetical list of the names of its Members. The list of Members shall be available for inspection by Members beginning two (2) business days after notice of the meeting is given, and continuing through the meeting, at the corporation's registered office or at a reasonable place identified in the notice of meeting in the city where the meeting will be held. The list shall also be available at the meeting.

Section 3.7 Voting Rights. Each Member shall have one (1) vote on each matter voted on by the Members. The official vote of a Local Government or Affiliate Member shall be given by an individual designated by the member. All representatives of a member shall be permitted to participate in open discussion.

Section 3.8 Action by Written Ballot. Any action that may be taken at an annual or special meeting of the Members may be taken without a meeting by written ballot. A ballot may be sent to a Member electronically if the corporation complies with the requirements for electronic notices as set forth in Section 3.4 above. Each written ballot shall:

3.8.1 set forth each proposed action and indicate the proposed action has been approved by the Board of Directors or endorsed by one-third (1/3) of the Members;

3.8.2 indicate the number of responses needed to meet the quorum requirements;

3.8.3 state the percentage of ballots which would need to be cast in favor of a matter in order to approve each matter; and

3.8.4 specify the time by which a ballot must be received by the corporation in order to be counted.

Approval by written ballot is valid only when the ballot provides an opportunity to vote for or against each proposed action and the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting of the Members, and the number of ballots cast in favor of the action equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A written ballot may not be revoked.

Section 3.9 Remote Communications for Meetings.

3.9.1 To the extent determined by the Board, an annual or special meeting of Members may be held solely by one or more means of remote communication, if notice of the meeting is given to every Member, and if the number of Members participating in the meeting is sufficient to constitute a quorum at a meeting. Participation by a Member by that means constitutes presence at the meeting in person if all the other requirements of these Bylaws and applicable law are met.

3.9.2 To the extent determined by the Board, a Member not physically present in person at an annual or special meeting of Members may, by means of remote communication, participate in a meeting of Members held at a designated place. Participation by a Member by that means constitutes presence at the meeting in person if all the other requirements of these Bylaws and applicable law are met.

3.9.3 In any meeting of Members held solely by means of remote communication under subsection 3.9.1, or in any meeting of Members held at a designated place in which one or more Members participate by means of remote communication under subsection 3.9.2, the corporation shall: (1) implement reasonable measures to verify that each person deemed present and entitled to vote at the meeting by means of remote communication is a Member; and (2) provide each Member participating by means of remote communication with a reasonable opportunity to participate in the meeting, including an opportunity to (a) read or hear the proceedings of the meeting substantially concurrently with those proceedings; (b) if allowed by the procedures governing the meeting, have the Member's remarks heard or read by other participants in the meeting substantially concurrently with the making of those remarks; and (c) if otherwise entitled, vote on matters submitted to the Members.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Management. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors.

Section 4.2 Board Membership and number. The Board of Directors shall consist of the officers, the immediate past President, and not more than eight (8) members appointed by the President. At least two (2) members of the board shall be Members who are Affiliate Members, and at least two (2) members of the board shall be Members who are Local Government Members.

Section 4.4 Terms of Directors. Directors shall serve for a term of five (5) years each.

Section 4.5 Resignation. A director may resign at any time by giving written notice to the corporation. The resignation shall be effective without acceptance when the notice is given to the corporation, unless a later effective time is specified in the notice.

Section 4.6 Removal. A director may be removed at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the remaining directors provided that the director is given:

4.6.1 Not less than fifteen (15) days' prior written notice of the proposed removal, and the reasons for it; and

4.6.2 An opportunity to be heard by the Board of Directors, orally or in writing, at the meeting of the Board of Directors at which such removal is to be considered.

4.7 Removal for Change of Affiliation. A director may be removed by the President due to a change in the director's circumstances that results in the individual no longer being associated with a Coalition member organization.

Section 4.8 Vacancies. Any vacancy occurring on the Board of Directors may be filled by an appointment made by the President.

Section 4.8 Compensation. Directors shall not receive compensation for their services to the corporation.

Section 4.9 Regular Meetings. Regular meetings of the Board of Directors shall be held no less than one (1) time during each calendar year, at such times as determined by the President.

Section 4.10 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors, provided that any such request shall specify the purpose or purposes for the meeting. The President shall set the date for the special meeting within three (3) working days of making or receiving such a request.

Section 4.11 Notice. Notice of any meeting of the Board of Directors shall be given at least five (5) days prior to the date of the meeting. Notice may be given by a form of electronic communication. Electronic notice is deemed given:

4.11.1 If by electronic mail, when directed to an electronic mail address at which the director has consented to receive notice;

4.11.2 If by any other form of electronic communication by which the Director has consented to receive notice, when directed to the director.

If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed. The notice need not state the purpose of the meeting.

Section 4.12 Waiver of Notice. Any director may execute a written waiver of notice of any meeting required to be given by statute or by any provision of these Bylaws before, at or after that meeting, and such waiver when signed and filed as hereinafter provided shall be equivalent to notice. Such waiver shall be filed with the Secretary, who shall enter it upon the minutes or other records of that meeting. Appearance at a meeting by a director shall be deemed a waiver of notice thereof, unless the appearance is solely for the purpose of asserting the illegality of the meeting.

Section 4.13 Quorum. A majority of the directors currently holding office shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the directors present may adjourn a meeting from time to time until a quorum is present. If a quorum is present when a duly called meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of a number of directors originally present leaves less than the number otherwise required for a quorum.

Section 4.14 Manner of Acting. Except as otherwise required by law, the Board of Directors shall take action by the affirmative vote of a majority of directors present at a duly held meeting. Voting by proxy is not permitted.

Section 4.15 Presumption of Assent. A director who is present at a meeting of the Board of Directors when an action is approved by the affirmative vote of a majority of the directors present is presumed to have assented to the action approved, unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting, votes against the action at the meeting or is prohibited from voting on the action due to a stated conflict of interest.

Section 4.16 Action Without a Meeting. An action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action signed by all of the directors, and in the case of an action which need not be approved by the Members, such action may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the Board of Directors at which all directors were present. The written action shall be effective when signed by the required number of directors, unless a different effective time is provided in the written action. When written action is permitted to be taken by less than all directors, all directors shall be notified immediately of its text and effective date. Failure to provide the notice shall not invalidate the written action. A director who does not sign or consent to the written action shall have no liability for the action or actions taken thereby.

Section 4.17 Action by Electronic Communication.

4.17.1 Any meeting among directors may be conducted solely by one or more means of remote communication through which all of the directors may participate in the meeting, if the

same notice is given of the meeting required by Section 4.11, and if the number of directors participating in the meeting is sufficient to constitute a quorum at a meeting. Participation in a meeting by that means constitutes presence at the meeting.

4.17.2 A director may participate in a board meeting by means of conference telephone or, if authorized by the Board, by such other means of remote communication, in each case through which that director, other directors so participating, and all directors physically present at the meeting may participate with each other during the meeting. Participation in a meeting by that means constitutes presence at the meeting.

Section 4.18 Committees. The Board of Directors may establish one or more committees having the authority of the Board in the management of the business of the corporation to the extent determined by the Board. Members of a committee need not be directors and shall hold such office for a term of one (1) year from their appointment or until their successors are appointed, whichever occurs first. Meetings of a committee may be called, from time to time, upon request of the President, the chair of the committee or any two (2) committee members. Notice requirements shall be the same as for special meetings of the Board of Directors, except that notice may be given orally or in writing.

ARTICLE V **OFFICERS**

Section 5.1 Officers. The officers of the Coalition shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors may, from time to time, appoint. Except for the Treasurer, officers shall serve for a term of approximately one (1) year until successors are chosen, and officers so elected shall not serve more than three (3) successive terms.

Section 5.2 Duties. The duties of the officers of this corporation shall be:

5.2.1 The President shall preside at all meetings of the Board of Directors and shall oversee the long-term goals and purposes of the Coalition. He or she shall also perform such other duties as may be determined from time to time by the Board of Directors.

5.2.2 The Vice President shall perform such duties as may be determined from time to time by the Board of Directors. The Vice President shall be vested with all powers of and perform all the duties of the President in the President's absence or inability to act, but only so long as such absence or inability continues.

5.2.3 The Secretary shall attend all meetings of the Board of Directors, the full membership, and any duly appointed committees. The secretary shall keep the minutes of such meetings, give notices, prepare any necessary certified copies of corporate records, and perform such other duties as may be determined from time to time by the Board of Directors.

5.2.4 The Treasurer, which is an appointed local entity, shall have charge of the Coalition's treasury, receiving and keeping the monies of the Coalition, and disbursing Coalition funds as authorized. The Treasurer shall be responsible for the accounting functions for the Coalition,

except that any audit, if deemed necessary, shall be performed by an independent consultant. The Treasurer shall report to the Coalition's membership regarding the Coalition's finances at the Coalition's annual meeting and at other times as requested by the President.

Section 5.3 Compensation. Officers shall not receive compensation for their service to the Coalition.

Section 5.4 Resignation. An officer may resign at any time by giving written notice to the corporation. The resignation is effective without acceptance when the notice is given to the corporation, unless a later effective date is named in the notice.

Section 5.5 Removal. Any officer may be removed, with or without cause, by the affirmative vote of a majority of the directors present at a duly held meeting of the Board of Directors for which notice stating such purpose has been given.

Section 5.6 Vacancies. A vacancy in an office because of death, resignation or removal may be filled by the Board of Directors.

Article VI **MISCELLANEOUS**

Section 6.1 Administration of Coalition Affairs. The Coalition may retain such consultants, employees, and agents as it shall deem necessary, who shall be employed for such terms and at such compensation and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 6.2 Rules of Order. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the meetings of the Coalition in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Coalition may adopt.

Section 6.3 Public Appearances. The President, or a representative or representatives of the Coalition designated by the President, may address legislative bodies, administrative agencies, or the media to express the majority view of the Coalition or one of its committees.

Section 6.4 Distribution of Assets upon Dissolution. If the Coalition dissolves, all assets acquired by the Coalition remaining after the date of dissolution and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of dissolution in proportion to the respective contributions made by the members.

ARTICLE VII

STANDARD OF CARE AND DEALING WITH OTHER CORPORATIONS AND ORGANIZATIONS

Section 7.1 Duty of Care. It is the responsibility of each officer and director of this corporation to discharge his or her duties as a director in good faith, in a manner the person reasonably believes to be in the best interests of this corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 7.2 Duty of Loyalty. A contract or other transaction between this corporation and one or more of its directors, or between this corporation and an organization in or of which one or more of this corporation's directors are directors, officers, or legal representatives or have a material financial interest, is not void or voidable because the director or directors or the other organizations are parties or because the director or directors are present at the meeting of the Board of Directors or a committee at which the contract or transaction is authorized, approved, or ratified, if:

7.2.1 The contract or transaction was, and the person asserting the validity of the contract or transaction sustains the burden of establishing that the contract or transaction was, fair and reasonable as to the corporation at the time it was authorized, approved or ratified; or

7.2.2 The material facts as to the contract or transaction and as to the director's or directors' interest are fully disclosed or known to the Board or a committee, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a majority of the Board or committee, but the interested director or directors shall not be counted in determining the presence of a quorum and shall not vote.

For the purpose of this Section: (1) a director does not have a material financial interest in a resolution fixing the compensation of the director or fixing the compensation of another director as a director, officer, employee, or agent of the corporation, even though the first director is also receiving compensation from the corporation; and (2) a director has a material financial interest in each organization in which the director, or the spouse, parents, children and spouses of children, brothers and sisters and spouses of brothers and sisters of the directors, or any combination of them have a material financial interest.

ARTICLE VIII

FINANCE

Section 8.1 Receipt of Monies. Any dues, contributions, grants, bequests, or gifts made to the Coalition shall be accepted or collected only as authorized by the Board of Directors.

Section 8.2 Deposit of Funds. All funds of the corporation shall be deposited to the credit of the Coalition under such conditions and in such banks as shall be designated by the Board of Directors.

Section 8.3 Contracts and Funds. All contracts, checks and orders for the payment, receipt, or deposit of money, and access to securities of the Coalition shall be as provided by the Board of Directors.

Section 8.4 Annual Budget. The annual budget of estimated income, income expense and capital expense shall be approved by the Board of Directors.

ARTICLE IX
INDEMNIFICATION

To the full extent permitted by the Minnesota Nonprofit Corporation Act, as amended from time to time, or by other applicable provisions of law, each person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, wherever and by whomsoever brought (including any such proceeding, by or in the right of this corporation), whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director or officer of this corporation, or he or she is or was serving at the specific request of the Board of Directors of this corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by this corporation by the affirmative vote of a majority of the directors present at a duly held meeting of the Board of Directors for which notice stating such purpose has been given against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding; provided, however, that the indemnification with respect to a person who is or was serving as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise shall apply only to the extent such person is not indemnified by such other corporation, partnership, joint venture, trust, or other enterprise. The indemnification provided by this Article shall inure to the benefit of the heirs, executors, and administrators of such person and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this provision of the Bylaws. No person shall have a right to indemnification or indemnification advances by this Coalition with respect to any threatened, pending, or civil, administrative, arbitration, investigative, or other proceeding brought by or in the right of this corporation against such person.

ARTICLE X
AMENDMENT

The Board of Directors may from time to time adopt, amend or repeal all or any of the Bylaws of this corporation; except that after the adoption of the initial bylaws, amendments to these bylaws shall be approved by both the Board of Directors and the Members with the right to vote with respect to Bylaws amendments.

Secretary

Adopted: _____

Revised: _____

MEMORANDUM

To: Itasca County Board and Staff
From: Shane Zahrt and Erik Simonson, Flaherty & Hood, P.A.
Date: June 2, 2022
Re: Legislative Update and Next Steps

Itasca County Commissioners and staff:

With the 2022 regular legislative session having concluded, this memorandum is intended to provide the County with a brief legislative recap and help lay out next steps in creating a road map toward the formation of a Coalition to advocate for the completion of the Highway 169 Cross Range Expressway project. This memo is structure to provide the following:

- 1) A brief legislative recap on efforts to advance the project during the 2022 regular session
- 2) A set of next steps and questions we will begin to address to form the Cross Range Coalition and set a structure of collaboration between the firm and the County to address each; and
- 3) Instructive documents from the Highway 14 Partnership that may help structure the County's thoughts about how to organize a corridor coalition.

Legislative Recap

As the County is aware, the 2022 legislative session began with high hopes and ended without much productivity. Session began with news of a \$9.2 billion state general fund surplus and high hopes of a large bonding bill and other measures passing. In the end, almost no major spending bills passed despite the Governor and legislative leaders reaching a global spending deal with a full week left in session. As of this writing, Governor Walz and some legislators have expressed a desire to come back into special session to pass major spending bills, but that currently seems unlikely to come to fruition.

Still, it was an active session in the transportation committee and opportunities to move the Cross Range project forward did present themselves. We are confident progress would have been included in a final transportation deal had there been one before the end of session.

Senator Tomassoni and Representative Sanstede's introduction of SF 3839/HF 4173 helped keep the Cross Range project in the spotlight by proposing to appropriate \$150 million to complete the entire project. The reception of the bill in the Senate and House of Representatives respectively reflect the vastly different approaches that each body was taking toward projects of this type this year. In the Senate, earmarks were welcome, and the Transportation Committee both heard the bill (with great testimony from Commissioner Trunt), and included full funding for the project in its omnibus bill.

The House, on the other hand, did not hear HF 4173 or any other Highway earmark projects. Instead, it focused on upgrading the Corridors of Commerce program and restoring regional balance to its project selection. Their work in that space was laudable, and Itasca County provided written testimony that was acknowledged in committee hearings. The written testimony also sparked discussions with legislators like Rep. Paul Torkelson and MnDOT staff about how to provide funds to enable projects to advance toward readiness.

Meanwhile, we worked closely with MnDOT District 1 to refine our understanding of project needs. The results of this work were twofold. First, those discussions helped us refine the project description contained in SF 3839, and ultimately in the Senate's omnibus bill, so that if the bill had passed it would

have correctly encompassed all of the work still required to be completed on the Cross Range project. Second, it allowed us to identify what would be needed to advance the project in absence of full funding. As the County is aware, \$500,000 was appropriated in 2021 to advance planning work on the project, but with the help of District 1, we identified that supplementing those dollars with another \$500k would enable the Department to conduct a full “Planning and Environmental Linkages” (“PEL”) study. This type of study is less extensive than an Environmental Impact Statement (“EIS”) but completing a PEL now would advance the project by cutting down the time needed to complete a full EIS in the future.

The differing approaches between the House and Senate continued to present themselves in the final hours of negotiations. We heard from Senate negotiators that they had repeatedly offered versions of the Cross Range project but the House would not agree. Finally, by working with Rep. Sanstede and thanks to her efforts to speak directly with House Transportation Chair Frank Hornstein, we were told that both sides had agreed to \$500,000 to advance the PEL.

Although major differences in transportation finance items remained at the end of session that prevented an agreement from ever being presented to the public, Flaherty & Hood lobbyists and Loren Solberg were hearing from legislators and staff from both parties that \$500,000 for the project was agreed to and was in the final bill.

Next Steps

Broadly, we recommend that the County and Flaherty & Hood establish a structure and begin meeting regularly to move key questions forward. We recommend that the County identify a small group of Commissioners and staff to meet with Flaherty & Hood staff at least bi-weekly to work through each of these issues. From the firm, we would intend to include Shane Zahrt and Erik Simonson in these meetings on a regular basis but may include others from the Flaherty & Hood Team as necessary. For example, Flaherty & Hood Senior Attorney/Lobbyist Elizabeth Wefel has a great deal of experience with entity formation and compliance, while others—such as members of our communications team—have useful expertise as we start to consider rolling out the effort to prospective members, legislators, and press. We also recommend including the County’s government relations representative Loren Solberg.

Possible Models

The County has made it clear that it is committed to seeing this project through, and doing what it takes to finally complete the Cross Range project. That said, there are still a few models this work could follow.

- The County directly hires lobbyists to continue to push for the project at the legislature
 - o This approach may be the most straightforward, but places the largest burden on the County
- The County funds, leads, and controls the effort, but establishes a named “coalition” of supporters who are asked to weigh in with legislators and others but not necessarily pay dues
 - o Somewhat common with larger lobbying efforts that are nonetheless for a single, discrete project—especially shorter term efforts
 - o Less bureaucracy/organizational management burden, but also may not carry all the benefits of a broader coalition
- The County leads the formation of a separate entity from itself, into which others pay dues and join as members
 - o The Highway 14 Partnership model
 - o Common with large, multi-phase, multi-year efforts

- The County will cede some direct control over directing the lobbying and function of the group, but will gain a broader, formal coalition
- If we move forward with this model, goal should be to roll out membership drive by Fall

Regardless of which model we move forward with, but especially if we continue to advance toward a Partnership or Coalition model, questions that will need to be addressed include, but are not limited to:

- Entity formation
- Group structure/governance
- Membership and dues
- Recruitment
- Communications, materials, and messaging

Flaherty & Hood will assist the County with each of these items, but each of these areas will be best served if there is also an identified point of contact with the County Board or Staff to help carry it out.

Example: Highway 14 Partnership

While we acknowledge that regional and project-based differences between Northeast Minnesota/Highway 169 and Southern Minnesota/Highway 14 will lead to distinctions in how each Coalition is ultimately structured, our firm's experience working with the Highway 14 Partnership also provides a useful example as we start to structure a Cross Range Coalition.

To give the County a window into how that group was structured and to help you start to form thoughts about how to structure a similar group for the Cross Range, attached are some documents from the U.S. Highway 14 Partnership that we feel could be instructive to the County.

These include:

- A document titled "About the Partnership," providing a broad overview and recent history of the group
- A copy of the organization's bylaws
- ¹A copy of the organization's dues/membership sign-up forms from 2019 showing the dues structure for various entity types
- A sample copy of the organization's policy positions from 2019-20

As we indicated earlier in the year, we have also spoken with current Highway 14 Partnership President Kevin Raney about having a conversation with the Board or others to share best practices, and we would still be happy to set up such a meeting.

Thank you

Although the regular legislative session came to an unproductive end, it has been a pleasure to work with the County so far and we look forward to seeing this project through.

¹ 2019 was selected as the example year because the Partnership has since restructured its dues and processes to reflect the advanced stage of the road projects and the decreased level of legislative activity required.



Meeting the government relations needs of

Itasca County

Contact Information:

Bradley Peterson, Shareholder/Lobbyist

525 Park Street, Suite 470

Saint Paul, MN 55103

Phone: 651-225-8840

Email: bmpeterson@flaherty-hood.com

December 12, 2022

December 12, 2022

Brett Skyles
County Administrator
123 NE 4th Street
Grand Rapids, MN 55744

Dear Mr. Skyles,

Flaherty & Hood, P.A. (“the Firm”) is pleased to submit this proposal to continue to provide services to Itasca County (“County”) in its efforts to advance improvements to U.S. Highway 169. It has been a pleasure working with you over the course of the past year, and we look forward to continuing to advance this project together.

This agreement continues the basic structure under which the Firm has provided government relations, lobbying, and research services designed to advance the County’s legislative priority of safety and freight movement improvements to the sections of Highway 169, while also continuing to form and assemble a coalition of public and private entities to advocate collectively for the project.

Since the founding of our Firm, Flaherty & Hood’s mission has been to give a voice at the Capitol to local governments—particularly in Greater Minnesota—who are facing important and complex challenges that require action or funding from the state. This proposal outlines our Firm’s qualifications, the scope of work we would envision for this continued engagement, and other contract details.

Given the work that has taken place over the past year, and our Firm’s track record of success in pursuing funding for similar projects, we are confident that the partnership between the County and the Firm will remain a successful one.

Summary of Qualifications

Firm Overview

Flaherty & Hood is a full-service law and lobbying firm serving clients from across Minnesota since 1992. Over the course of our history, Flaherty & Hood has served a diverse set of clients, with a particular focus on local governments. Our government relations practice has historically focused on issues related to property taxes, transportation, economic development, environmental regulation, energy, and land use.

Flaherty & Hood employs more than 25 attorneys and staff members, with offices in Saint Paul and Winona, Minnesota. Our lobbying team includes three licensed attorneys, a graduate of the Humphrey School of Public Affairs at the University of Minnesota, and four former state legislators. Former Senate Assistant Minority Leader Erik Simonson and former House Minority Leader Marty Seifert are directly employed by our firm. We also maintain contractual relationships with former House Ways and Means Chair Loren Solberg and former House Capital Investment Chair Dan Dorman, who assist our clients on an as-needed basis.

In addition to traditional lobbying capabilities, our team also includes an on-staff policy analyst whose primary focus is to analyze data, work with various state funding formulas, and use analytical tools to find solutions for our clients. We also have an on-staff media and communications team that provides strong writing, media, graphic design, and other communications services.

Flaherty & Hood has a long record of success in utilizing a team-based approach to legislative advocacy. We assign work amongst our team by balancing the considerations of each attorney or lobbyist's area of expertise and relationships with legislators, staff, or agency contacts. We manage each team member's workload so that every client is guaranteed high-quality and timely service. For all our clients, we assign a lead lobbyist who is backed by another staff member who is well-versed in the client's needs. This approach, as well as the size and adaptability of Flaherty & Hood's legislative team, allows us to be nimble and responsive to client needs, including on short notice and when the legislative calendar requires urgent attention to pressing and time-sensitive needs.

Key Personnel

While additional Flaherty & Hood staff members may be called upon where it would benefit Itasca County's legislative needs, the following individuals will be primarily responsible for delivering services to the County:



Shane Zahrt, Senior Attorney/Lobbyist

As a senior attorney and lobbyist, Shane uses his knowledge of the legislative process and his background in political organizing to develop and implement successful legislative strategies on behalf of public and private sector clients.

Shane is a recognizable face at the Capitol in the areas of transportation, taxes, and economic development, with a breadth of experience working with clients who have issues that span multiple legislative committees. Since joining Flaherty & Hood, Shane has worked on behalf of clients to secure hundreds of millions of dollars in state funding for regional and local projects, including more than \$200 million in state and federal dollars for improvements to U.S. Highway 14 in southern Minnesota.

Prior to joining the firm, Shane worked on political campaigns in Minnesota and North Dakota. He also served as Assistant to the North Dakota Senate Minority Leader, where he oversaw research and legislative strategy on a diverse array of issues.

Shane is a graduate of the University of North Dakota and William Mitchell College of Law. He is admitted to practice law in the state of Minnesota.



Erik Simonson, Senior Lobbyist

Erik brings years of valuable legislative, local government, and non-profit experience to our clients. His key areas of expertise include taxes, transportation, bonding, economic development, environment, energy, and public safety.

Erik served in the Minnesota House of Representatives from 2013 to 2016, and the Minnesota Senate from 2017 to 2020. He was elected Assistant Minority Leader of the Senate DFL Caucus in 2020 and focused heavily on issues important to Greater Minnesota and local governments throughout his entire legislative career. He retired from the Duluth Fire Department as an Assistant Chief in 2017 and has worked in top management positions in both the non-profit community and the public higher education workforce development community.

As a legislator, Erik demonstrated a willingness to engage with both sides of the political aisle to accomplish effective and pragmatic policy initiatives. His policy passions include energy, environmental, economic development, and tax policy.

Erik is a graduate of the College of St. Scholastica.

**Bradley Peterson, Shareholder/Attorney**

As an attorney and shareholder with Flaherty & Hood, Bradley leads the firm's government relations practice and serves a diverse set of legislative clients in the areas of bonding, economic development, transportation, property taxes, tax increment financing, local sales taxes, environmental regulation, energy, and annexation and land use. He has been with the firm since 2007.

Prior to joining Flaherty & Hood, Bradley was Senior Advocacy Director for the American Heart Association in Minnesota.

Bradley is a graduate of Gustavus Adolphus College and Hamline University School of Law. He is admitted to practice law in Minnesota.

**Marty Seifert, Senior Lobbyist**

As a senior lobbyist for Flaherty & Hood, Marty brings years of valuable public service and non-profit experience, as well as extensive knowledge of issues that are important to the firm's clients.

Marty served in the Minnesota House of Representatives from 1996 until 2010 and was elected Minority Leader of the Republican Caucus from 2006 to 2009. He previously worked as a high school social studies teacher and an admissions counselor at Southwest Minnesota State University, the same university where he received his bachelor's degree in political science and secondary education. He currently owns a property management company, serves on the Board of Governors for Granite Falls Energy and the Board of Directors for Catholic United Financial, and is involved in numerous community organizations.

In 2010 and 2014, Marty was a candidate for governor whose campaign took him to communities across Minnesota, giving him unique insight into the issues affecting our state.

Services Provided**Lobbying**

- Consult with the County on development of legislative priorities & strategy
- Draft necessary legislation and amendments
- Secure legislative bill authors
- Direct lobbying of committee chairs, key legislators, the Governor's Administration, and key state agency officials and staff
- Update or create informational handouts and other materials on County priorities
- Monitor progress of relevant bills throughout the legislative process
- Coordinate testimony for legislative hearings
- Provide the County with timely updates from the Legislature
- Monitor federal legislation, grant opportunities, and programs to identify opportunities for funding the County's priorities related to Highway 169

Advising the County on leading the formation of a Coalition

- Consult with the County on developing its vision for a U.S. Highway 169 Coalition
- Research and advise the County on entity choice and formation

- Assist the County in developing a membership, dues, and organizational structure for the Coalition
- As appropriate, advise on the creation of a member recruitment strategy

Project Management and Costs

Shane Zahrt will be the day-to-day point of contact for Itasca County at the Firm and will be primarily responsible for execution of the legislative and organizational activities described in this agreement. Erik Simonson, Bradley Peterson, and Marty Seifert will assist Mr. Zahrt, and Mr. Peterson will have ultimate responsibility for service delivery on behalf of the Firm.

The cost of the services under this agreement is \$36,500 for services performed as well as reasonable expenses such as printing, postage, travel, and meal expenses related to the execution of County business. Flaherty & Hood will bill the County in monthly prorated installments through the end of the contract term.

The term of services would commence upon approval by the Itasca County Board and run through December 31, 2023. This agreement may be terminated by either Itasca County or the Firm by giving 30 days written notice to the other party, and any amounts due and owing up to such time will be promptly billed and paid.

The County and Firm may agree to any additions to the scope of services and any additional compensation in writing.

Conflicts of Interest

By entering into this agreement, Itasca County understands that Flaherty & Hood represents other clients. Flaherty & Hood advocates for each client strenuously on its own merits. Specifically, the County is aware that Flaherty & Hood represents the U.S. Highway 14 Partnership—a corridor coalition in southern Minnesota that advocates for expansion of dangerous sections of Highway 14. Because the remaining 2-lane segments of that highway are fully funded and awaiting construction, the objectives of that organization are substantially accomplished. As such, neither the Firm nor the current leadership of the Highway 14 Partnership anticipate that Itasca County's efforts would pose a conflict.

If a conflict between clients does arise, Flaherty & Hood will immediately notify both parties and will work to resolve it.

Conclusion

Flaherty & Hood would be pleased to continue working with Itasca County to advance Highway 169 improvements. We remain confident that our experience and success in advocating for similar transportation improvement projects will lend themselves to helping us advance your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

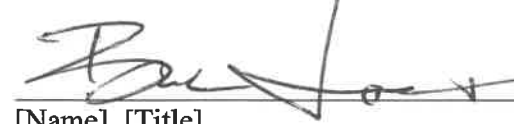
FLAHERTY & HOOD, P.A.

By:

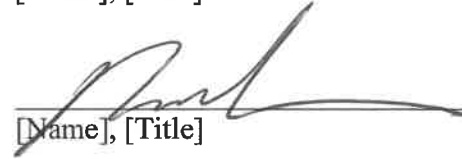


Bradley Peterson, Shareholder Attorney

Accepted By:



[Name], [Title]



[Name], [Title]

[Name], [Title]

References

Highway 14 Partnership

Contact: Kevin Raney, Owatonna City Council Member
540 West Hills Circle
Owatonna, MN 55060
(507) 456-3116
kevin.raney@ci.owatonna.mn.us

Wright County

Contact: Darek Vetsch, County Commissioner
10 2nd St. NW
Buffalo, MN 55313
(612) 384-6886
darek.vetsch@co.wright.mn.us

City of Red Wing/Coalition of Utility Cities

Contact: Marshall Hallock, Administrative Business Director
315 West 4th St.
Red Wing, MN 55066
(651) 385-3602
marshall.hallock@ci.red-wing.mn.us



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2714

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Q3 2022 Compliance Program Report

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, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2715

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Becky Lauer

AGENDA ITEM:

Family and Child Services Division 2022 Summary

BOARD ACTION REQUESTED:

Receive information regarding the Family & Child Services Division 2022 Summary. Information only.

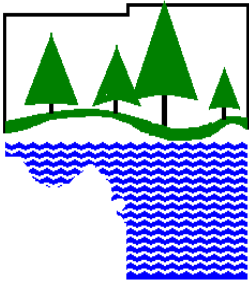
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022 Year end Report to Board

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, Minnesota 55744-3983

Hearing Impaired Number TDD: 218-327-5549

(218) 327-2941

Visit us at: www.co.itasca.mn.us

January 2023 (2022 summary)

CHILD PROTECTION

TYPES OF CPS CASES OPENED

Jan-Dec	Family Assessment	Investigation	Facility Investigation	PSOP/CW	Total	Average/month
2018	254	158	31	91	534	44.5
2019	209	155	23	110	497	41.3
2020	196	96	14	73	379	31.6
2021	212	127	14	99	452	37.7
2022	144	131	21	66	362	30.2

2022 summary

- 362 new cases were opened in 2022 and included 774 children.
- Out of home placement occurred in 74 of the 362 cases (20% of total cases) and included 100 children. ICHHS placed 81 children and Probation arranged for 19 children to be placed in shelter care.
- 41% of the children were placed due to parental drug use
- 28% of the children were placed due to their own behaviors/delinquency
- 15% of the children were placed due to their own mental health concerns
- 9% of the children were placed due to physical abuse, neglect, death of caregiver
- 4% of the children were placed due to parental mental health concerns
- 3% of the children were placed in extended foster care upon reaching the age of 18

2021 MN PERFORMANCE REPORT- CHILD SAFETY AND PERMANENCY (published July 2022)

- % of children with a substantiated maltreatment report who do not experience a repeat substantiated maltreatment report within 12 months. (Threshold = to or above 90.9%)
Itasca performance: 100%
- % of children discharged from out-of-home placement to permanency in less than 12 months. (Threshold = to or above 40.5%)
Itasca performance: 55.8%
- % of days children in family foster care spent with a relative. (Threshold = to or above 35.7%)
Itasca Performance: 46.6%

ICWA: (Indian Child Welfare Act)

In 2017 DHS began an audit process of cases involving Native American children. These cases are referred to as ICWA cases and have stringent requirements per the Federal law. Our agency has worked diligently to be in compliance with ICWA requirements, which are tied to funding from DHS. Our 2022 audit (case from 2021) was completed in June and the results are listed in the chart below.

Year	Itasca Ranking	Compliance Expected	Itasca County %
2017	5 th	Baseline year	72%
2018	12 th	80%	77%
2019	33 rd	90%	71%
2020	8 th	100%	93%
2021	1 st	100%	100%

ADULT PROTECTION AND MENTAL HEALTH

	Adult Protection Cases opened	Commitment Cases opened
2018	64	63
2019	71	56
2020	69	50
2021	66	77
2022	85	52

Prior to July 2022, our agency had one Adult Protection social worker who was responsible for all the cases. Due to the volume of cases, we reassigned a social worker to adult protection to assist with the caseload. As our community ages, the need for services will continue to increase and with 2 APS Investigators, we will be able to attend to the communities' increasing needs. The MN Legislature made significant changes to the laws and rules governing Adult Protection Services implemented on August 1, 2022.

The collaboration with the Community Paramedic program operated by Meds One and recent addition of Essentia Health has proven to be an invaluable partnership. The staff from these programs partner with APS and PH staff to address challenges of people living in their homes to identify supports and services that are needed to keep that person in their home.

The unit had unprecedented turnover in 2022. A total of 6 social work positions turned over due to resignations, retirements, and movement to other units within the agency. The job of a child protection social worker involves tremendous amounts of stress and secondary trauma which results in high burnout.

Respectfully submitted,

Becky Lauer

Family & Child Services Division Manager



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2871

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Transportation Meetings

BOARD ACTION REQUESTED:

Discuss the establishment of a monthly Transportation County Board meetings, looking at the 1st or 3rd Tuesday of each month.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to schedule a Transportation County Board meeting on Tuesday, February 21, 2023 beginning at 2 PM in the Boardroom of the Itasca County Courthouse.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2702

DEPARTMENT: Sheriff
PRESENTER: John Linder

TIME REQUESTED: 15 Minutes

AGENDA ITEM:
Emergency Management Update - Sheriff's Office

BOARD ACTION REQUESTED:
Receive an Emergency Management Update.

BACKGROUND:
Itasca County Emergency Manager John Linder will cover the following topics: What is an Emergency Manager? What is the role and responsibilities of an Emergency Manager and how does this position benefit the citizens, businesses and visitors of Itasca County?

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. County Board Emergency Management PPT

01/17/2024

RESULT:	PULLED FROM AGENDA
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RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Itasca County Sheriff's Office

Emergency Manager 101





Emergency Manager 101



A little information about me.

- Started with Itasca County Sheriff's Office in 2006 as a Correctional Deputy. Working in the Main Jail and Jail Annex until 2016.
- In 2020 when COVID-19 Pandemic hit, Work Crew Program was idled back.
- Assigned by Sheriff Williams to assist Marlyn Halvorson with COVID-19 tasks.
- Appointed as Interim Emergency Manager in July 2020.
- Applied for Emergency Manager and officially started in August 2020.

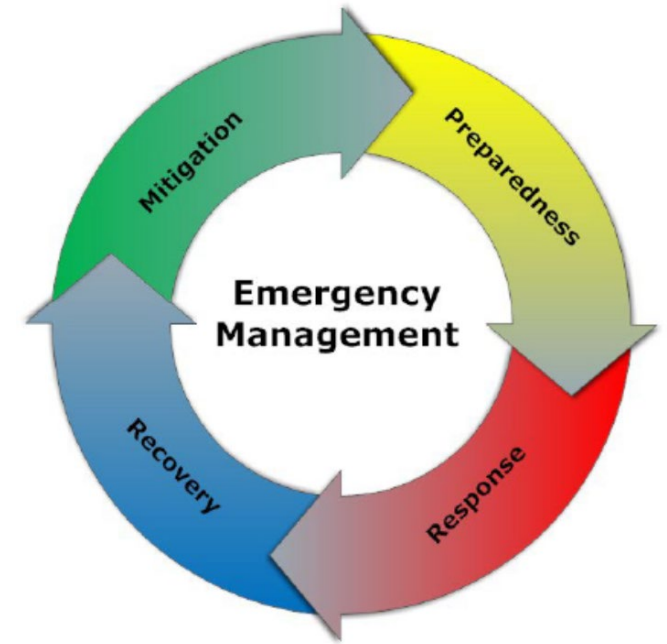


Emergency Manager 101



What is an Emergency Manager?

- Prepare & Plan
- Respond
- Assist with Recovery Efforts
- Mitigation
 - How do we avoid this from happening again?
 - Additional tornado sirens
 - Storm safe rooms
 - Back up generators
 - Installing invisible levees



In a nutshell, the work Emergency Managers do is not seen until an emergency or incident happens.



Emergency Manager 101



What is an Emergency Manager?

- Emergency Manager can gather stuff for responders while on a scene.
 - Examples:
 - Gather resources at a local, state and federal level.
 - VFW Fire in Grand Rapids:
 - Portapotty, hungry fire fighters, donation management.
 - Liaison between local Public Safety & Regional EOC's
 - American Red Cross, Salvation Army.



Emergency Manager 101



Emergency Manager Types:

- Emergency Manager Directors & Emergency Manager Coordinators.
 - Sheriff Williams is Itasca County's EM Director.
 - County Board Chair Burl Ives is the EM Deputy Director.
- Emergency Management Directors oversee and guides the work done by groups and teams under their direction.
- Emergency Manager Coordinator prepare plans and procedures for responding to natural disasters and other emergencies.



Emergency Manager 101



6 Regions in Minnesota

Itasca County is in Region 2, which makes up the arrowhead of Minnesota.

- 11 counties:
 - Aitkin, Carlton, Cass, Cook, Crow Wing, Itasca, Kanabec, Koochiching, Lake, Pine, St. Louis.
- 1 City of the First:
 - Duluth (city with a population greater than 100,000)
- 5 Indian Reservation:
 - Bois Forte, Fond du Lac, Grand Portage, Leech Lake and Mille Lacs.





Emergency Manager 101



Emergency Operation Center (EOC)

- An Emergency Operations Center, or EOC, is a central command facility responsible for carrying out emergency management.
- State of the art technology.
- 24-hour operations during an incident.
- Located at the Itasca County/Grand Rapids Airport Terminal along with the Itasca County Dispatch Center.
- Reasons for both disciplines together?
- The EOC is also a premier training facility hosting training for County Departments, other Government Agencies and non-profits organizations.



Emergency Manager 101



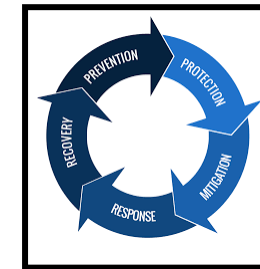
Itasca County/City of Emergency Operation Plan

- FEMA and HSEM requirement.
- All cities within Itasca County adopt this plan as their own.
- Guide to assist in the event of a specific incident.
 - Emergency Sheltering.
- Reviewed yearly.

MN WALK REQUIREMENTS

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71									

ITASCA COUNTY/ CITY OF



EMERGENCY OPERATIONS PLAN 2021



Emergency Manager 101



Multi-Hazard Mitigation Plan

- 5 years cycle.
- Work with all cities, townships and other stakeholders in the county.
- Required plan for cities and townships to apply for and receive FEMA Funding.



U.S. Department of Homeland Security
538 S. Clark St. 8th Floor
Chicago, IL 60605

FEMA

May 13, 2022

Ms. Jennifer Davis
Homeland Security and Emergency Management
Minnesota Department of Public Safety
444 Cedar Street, Suite 223
Saint Paul, MN 55101

Dear Ms. Davis:

Thank you for submitting the adoption documentation for the Itasca County Multi-Hazard Mitigation Plan. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Itasca County plan met the required criteria for a multi-jurisdictional hazard mitigation plan and the plan is now approved for the cities of Bigfork, Keewatin, and Nashwauk. Please submit the adoption resolutions for any remaining jurisdictions who participated in the planning process.

The approval of this plan ensures continued availability of the full complement of Hazard Mitigation Assistance (HMA) Grants. All requests for funding, however, will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted.

We encourage Itasca County and the participating jurisdictions to follow the plan's schedule for monitoring and updating the plan, and to continue their efforts to implement the mitigation measures. The expiration date of the Itasca County plan is five years from the date of this letter. To continue project grant eligibility, the plan must be reviewed, revised as appropriate, resubmitted, and approved no later than the plan expiration date.

Please pass on our congratulations to the participating jurisdictions for completing this significant action. If you or the communities have any questions, please contact Cadence Peterson at (312) 408-5260 or at cadence.peterson@fema.dhs.gov.

Sincerely,

**JULIA G
MCCARTHY**

Julia McCarthy
Chief, Risk Analysis Branch
Mitigation Division

Digitally signed by JULIA G
MCCARTHY
Date: 2022.05.13 11:53:22 -0500

www.fema.gov



Emergency Manager 101



How does the Emergency Manager assist the public?

- Education in Emergency Preparedness:
 - Household preparedness.
 - Vehicle preparedness.
 - Weather information.
 - Public Notification





- ## Know Where to Go
- When Sheltering from a Tornado*
-
- The infographic shows a cross-section of a house. The top floor is marked with a large red 'X' and the text 'Top floor rooms DO NOT protect you.' The exterior rooms and rooms with windows are also marked with red 'X's and the text 'Exterior rooms and rooms with windows DO NOT protect you.' The basement is marked with green checkmarks and the text 'If you have no basement, move to an interior room with no windows.' The ground floor interior rooms are also marked with green checkmarks. A text box on the left says 'Quickly move to your basement and bring your emergency supply kit.' A text box on the right says 'NO PLACE OUTSIDE is safe from a tornado.' The background shows a dark, stormy sky with a tornado. The NOAA logo is in the bottom right corner.
- Top floor rooms
DO NOT protect you.
- If you have no basement,
move to an interior room
with no windows.
- Exterior rooms and rooms with
windows DO NOT protect you.
- NO PLACE OUTSIDE
is safe from a tornado.
- Quickly move to your
basement and bring your
emergency supply kit.
-
- weather.gov/safety/tornado





Emergency Manager 101



How does the Emergency Manager assist the public?

- Education in Emergency Preparedness:
 - Vehicle preparedness.



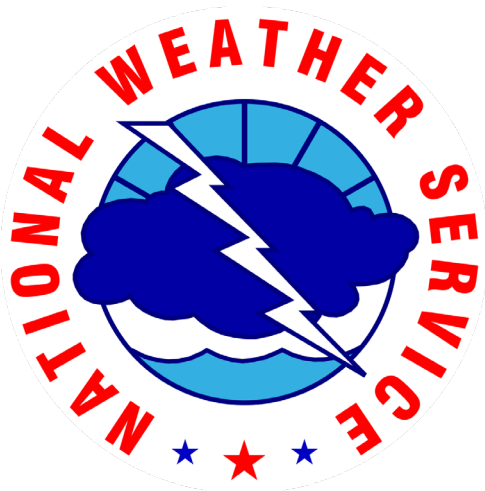


Emergency Manager 101



How does the Emergency Manager assist the public?

- Weather information.
 - Itasca County Dispatch
 - Itasca County Skywarn
 - Ham Radio Operator Groups





Emergency Manager 101



How does the Emergency Manager assist the public?

- Public Notification.
 - Itasca County offer a free program called Everbridge.
 - Information can be sent to the public (personal and businesses) through the EverBridge program.
 - Individuals would need to register for EverBridge on the Itasca County Website under Emergency Notification link.





Emergency Manager 101



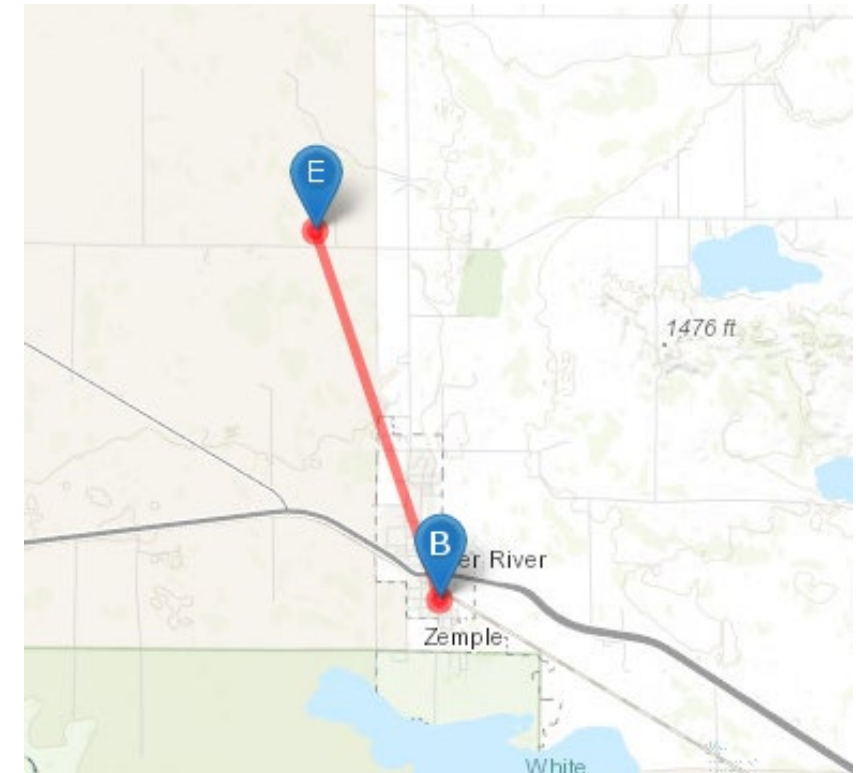
Example: May 30th, 2022, Severe Weather Incident

Storm Events Database

Event Details:

Event	Tornado
-- Scale	EF1
-- Length	2.5 Miles
-- Width	150 Yards
State	MINNESOTA
County/Area	ITASCA
WFO	DLH
Report Source	NWS Storm Survey
NCEI Data Source	CSV
Begin Date	2022-05-30 17:46 CST-6
Begin Location	OE DEER RIVER
Begin Lat/Lon	47.33/-93.79
End Date	2022-05-30 17:50 CST-6
End Location	1NNW DEER RIVER ARPT
End Lat/Lon	47.37/-93.81
Deaths Direct/Indirect	0/0 (fatality details below, when available...)
Injuries Direct/Indirect	0/0
Property Damage	0.00K
Crop Damage	0.00K

Episode Narrative	A strong area of low pressure across the Northern Plains lifted a warm front across the Northland on Memorial Day morning. Showers and storms moved through during the morning hours with the atmosphere recovering during the afternoon hours. A few of the storms were severe during the morning and produced small hail and tree damage. An arc of thunderstorms developed across southwestern Minnesota and adjacent areas of Nebraska, South Dakota and Iowa by the mid-afternoon hours and moved to the northeast and across the Northland for the late afternoon and evening hours. These storms were much stronger and contained very strong winds that produced widespread damage across the region. Additionally, there were a few embedded tornadoes with the storms with the strongest tornadoes producing EF-1 damage in the Deer River and Hinckley areas.
Event Narrative	A tornado produced a path of damage through the city of Deer River, with damage to numerous homes and businesses. The tornado likely began somewhere just south of Highway 2, though a precise location was difficult to determine due to a lack of damage. The first damage observed was a camper/RV that was in a parking lot south of Highway 2 which was tossed across the highway into the parking lot of a furniture store building just north of the highway. The furniture store building had all of its south facing windows blown out with damage to the front facade and some evidence of roof lift on the flat portion of the roof. The building also lost part of a gabled metal roof. A metal shed/outbuilding in the parking lot was completely destroyed. To the north, a two story building that includes a funeral home and post office had evidence of roof lift. Continuing north through the residential streets numerous trees were downed and several outbuildings - sheds and garage buildings - sustained significant damage, with some collapsing and others sliding off their foundations. This damage continued north- northwest, crossing state highway 6 around 7th Ave. Damage to the ball fields north of town are believed to be part of the tornado's path, with a small outbuilding and dugouts being destroyed and damage sustained to the metal chain link fence. Tree damage continued onto private property to the northwest, with the end of the tornado path estimated to be near or just south of County Road 142. Peak winds were estimated to be 107 mph.





Emergency Manager 101



Example: May 30th, 2022, Severe Weather Incident

- Emergency Manager was called by Sheriff Williams.
- Spung up the EOC.
 - Relocated the EOC to Deer River High School back parking lot.
- With S&R, established unified command with reps from DRFD, DRPD, ICSO, S&R, DR PW, etc.
- Strategies and Tactics on managing the incident and scene.



Emergency Manager 101



Example: May 30th, 2022, Severe Weather Incident



EM work continues.....

- EM reaches out to all eligible applicants about possible reimbursement for infrastructure damage.
- Preliminary Damage Assessments submitted with the State reporting site (Web EOC).
- PDA was conducted in person by state reps at the EOC.
- Declaration of a State of Emergency resolution was drafted and approved by County Board.

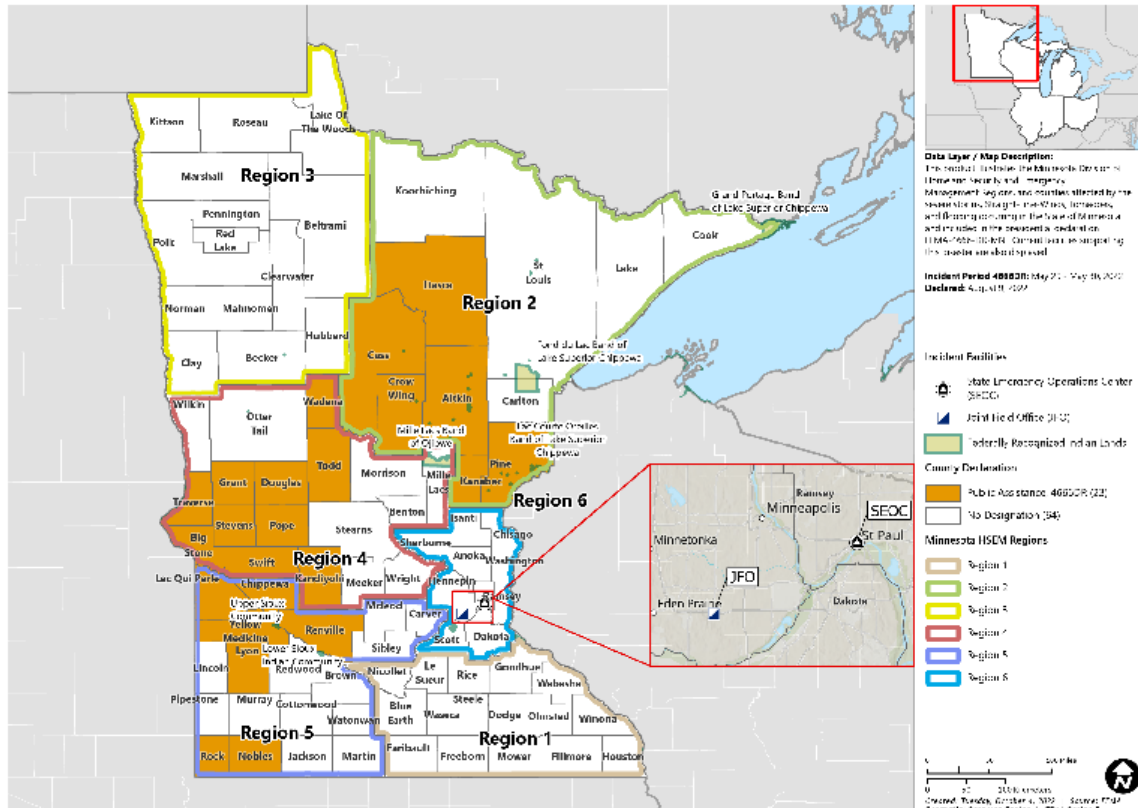


Emergency Manager 101



Example: May 30th, 2022, Severe Weather Incident

FEMA-4666-DR-MN Severe Storms, Straight-Line Winds, Tornadoes, and Flooding
Minnesota Emergency Management Regions as of 10/04/2022



- Federal Damage Declaration FEMA DR-4666 was submitted to the President and was approved. (100% reimbursement for damage expenses.)
- \$ 1.3 million damages will be reimbursed to:
 - City of Grand Rapids.
 - City of Taconite.
 - Itasca County Sheriff's Office, Road & Bridge.
 - Harris, Trout Lake, Wabana Township.
 - Grand Rapids PUC, North Itasca Electric, MN Power.
 - MN DOT.
- 23 MN County's were impacted by that May 30th storm.



Emergency Manager 101



QUESTIONS.....





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 24, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2879

DEPARTMENT: Administrative Services
PRESENTER:

TIME REQUESTED:

AGENDA ITEM:

Correctional/Court Facility Construction Contract - Kitchen Equipment

BOARD ACTION REQUESTED:

Approve the Correctional/Court Facility construction contract for kitchen equipment, pending County Attorney Review, to Horizon Equipment, LLC in the amount of \$696,274.66 and authorize signatures of the County Board Chair and County Administrator.

BACKGROUND:

On December 20, 2022, bids were opened and the lowest responsible bidder was Horizon Equipment, LLC.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Construction Contract - Kitchen Equipment - Horizon Equipment LLC

01/24/2023

RESULT:	RECOMMENDED FOR DISCUSSION	NEXT: 02/07/2023 2:30 PM
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AIA[®] Document A132[™] – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty-Fourth day of January in the year Two Thousand Twenty-Three
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Itasca County
123 NE 4th St
Grand Rapids MN 55744

and the Contractor:
(Name, legal status, address, and other information)

Horizon Equipment, LLC
1960 Seneca Rd
Eagan MN 55122

for the following Project:
(Name, location, and detailed description)

Itasca Government Center Jail and Courts Addition and Remodel Bid Package 2
123 NE 4th St
Grand Rapids MN 55744

The Construction Manager:
(Name, legal status, address, and other information)

Contegrity Group, Inc
101 1st St. SE
Little Falls MN 56345

The Architect:
(Name, legal status, address, and other information)

Klein McCarthy Architects
6465 Wayzata Blvd, Suite 410
St. Louis Park MN 55426

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

BID CATEGORY 24: FOOD SERVICE EQUIPMENT (As identified in Bid Categories Section 00 0300)

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

In Accordance with the Construction Schedule – Section 01 1014 and the General Conditions Article 3.10

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

In Accordance with the Construction Schedule – Section 01 1014 and the General Conditions Article 3.10

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ [X] Stipulated Sum, in accordance with Section 4.2 below

☐ [] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **Six Hundred Ninety-Six Thousand Two Hundred Seventy-Four Dollars and Sixty-Six Cents (\$696,274.66)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
NA	

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Original Application for Payment must be received at the home office of the construction manager:
Contegrity Group, Inc. **BEFORE** the 1st of the month

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager **BEFORE** the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 35 days from date due. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty-Five (65) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

Init.

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

(Paragraphs deleted)

§ 5.1.4.6 Subcontractor and Assignment

This contract shall strictly comply with Minn. Stat. 471.425. The Contractor shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the Owner. Contractor shall pay interest of 1-1/2 percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Contractor shall pay the actual penalty due to the subcontractor.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

Per MN Statute 337.10 – Building & Construction contracts

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

(Paragraphs deleted)

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Article 15 of AIA Document A232–2019.

☐ [] Litigation in a court of competent jurisdiction.

☐ [] Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Brett Skyles
123 NE 4th St
Grand Rapids MN 55744

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jason Becker
1960 Seneca Rd
Eagan MN 55122

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

See Section 00 0800 Supplementary Conditions

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

§ 8.8.1 The Contractor agrees that all data created, collected, received, stored, used, maintained, or disseminated by it in performing its functions under the Agreement, is subject to Min., Stat. Chapter 13, and the Contractor must comply with those requirements as if it were a government entity.

§ 8.8.2 The Contractor agrees that during the performance of this Agreement, no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any applicable federal and state laws against discrimination.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Drawings
See attached list of all drawings which are made part of this contract.
- .5 Specifications
See attached list of all Specifications which are made part of this contract. Division 00-13, 21-23 and 26-28
- .6 Addenda, if any:

Number	Date	Pages
Addendum 1	September 29, 2021	147
Addendum 2	October 8, 2021	101
Addendum 3	October 13, 2021	209
Addendum 4	October 14, 2021	1
Addendum 5	October 20, 2021	130
Addendum 6	November 18, 2022	50
Addendum 7	December 13, 2022	1

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Init.

Title	Date	Pages
-------	------	-------

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 0500	Standard Form of Agreement	9.10.2021	1
00 0610	Performance and Payment Bonds	4.8.2021	9
00 0700	General Conditions of the Contract	9.10.2021	1
00 0800	Supplementary Conditions	9.10.2021	15

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00 1113 – Advertisement for Bids
 Section 00 2113 – Instructions to Bidders
 Section 00 0250 – Supplementary Instructions to Bidders
 Section 00 0300 – Bid Categories
 Section 00 0410 – Bid Form
 Section 00 0430 – Bid Form Supplements
 Section 00 0430A – Bid Bond
 Section 00 0435 – Prevailing Wage

This Agreement is entered into as of the day and year first written above.

 OWNER (Signature)

Burl Ives, County Board Chair
 (Printed name and title)

 CONTRACTOR (Signature)

Jason Becker, Chief Operating Officer
 (Printed name and title)

 ATTEST (Signature)

Brett Skyles, County Administrator

ALL DRAWINGS LISTED BELOW ARE PART OF THE CONTRACT DOCUMENTS AS REFERENCED IN ARTICLE 9.1 OF THIS AGREEMENT

CIVIL

BP-1_C1.0	DEMO / REMOVALS PLAN
BP-1_C1.1	SITE PLAN
BP-1_C1.2	GRADING PLAN
BP-1_C1.3	UTILITY PLAN
BP-1_C1.4	GENERAL DETAILS AND TYPICAL SECTIONS
BP-1_C1.5	SWPPP
BP-1_C1.6	TRAFFIC CONTROL PLAN

ARCHITECTURAL

BP-1_D0.0	DEMOLITION SITE PLAN
BP-1_A1.1	FIRST LEVEL PRECAST PANEL FLOOR PLANS
BP-1_A1.1 DIM	FIRST LEVEL PRECAST PANEL FLOOR PLANS DIMENSION
BP-1_A1.1C	FIRST LEVEL AREA C FLOOR PLAN
BP-1_A4.1	PRECAST PANEL ELEVATIONS / PANEL TYPES
BP-1_A4.2	PRECAST PANEL ELEVATIONS / PANEL TYPES
BP-1_A4.3	PRECAST PANEL ELEVATIONS / PANEL TYPES
BP-1_A4.4	PRECAST PANEL ELEVATIONS / PANEL TYPES
BP-1_A4.5	PRECAST PANEL ELEVATIONS / PANEL TYPES
BP-1_A4.6	PRECAST PANEL ELEVATIONS / PANEL TYPES
BP-1_A4.10	TYPICAL INSULATED PRECAST CONCRETE WALL PANELS
BP-1_A4.11	TYPICAL INSULATED PRECAST CONCRETE WALL PANELS
BP-1_A4.12	TYPICAL INSULATED PRECAST CONCRETE WALL PANELS
BP-1_A4.13	TYPICAL INSULATED PRECAST CONCRETE WALL PANELS
BP-1_A4.14	TYPICAL INSULATED PRECAST CONCRETE WALL PANELS
BP-1_A6.1	PRECAST STAIR FLOOR PLANS AND SECTIONS
BP-1_A6.2	PRECAST STAIR FLOOR PLANS AND SECTIONS
BP-1_A6.3	PRECAST STAIR FLOOR PLANS AND SECTIONS
BP-1_A6.4	PRECAST STAIR DETAILS
BP-1_A9.1	DETAILS
BP-1_A9.2	DETAILS
BP-1_A9.3	CANOPY AND OPENING DETAILS FOR REFERENCE
BP-1_A9.4	GRINDER PIT

STRUCTURAL

BP-1_S0.0	STRUCTURAL TITLE SHEET
BP-1_S0.1	SPECIAL INSPECTIONS
BP-1_S0.2B	SECOND LEVEL PRECAST LOADING PLAN - AREA B
BP-1_S0.2C	SECOND LEVEL PRECAST LOADING PLAN _ AREA C
BP-1_S0.2D	SECOND LEVEL PRECAST LOADING PLAN - AREA D
BP-1_S0.3A	ROOF PRECAST LOADING PLAN - AREA A
BP-1_S0.3B	ROOF PRECAST LOADING PLAN - AREA B
BP-1_S0.3C	THIRD LEVEL PRECAST LOADING PLAN - AREA C

BP-1_S0.3D	THIRD LEVEL PRECAST LOADING PLAN - AREA D
BP-1_S1.1	OVERALL FOUNDATION PLAN
BP-1_S1.1A	FOUNDATION PLAN - AREA A
BP-1_S1.1B	FOUNDATION PLAN - AREA B
BP-1_S1.1C	FOUNDATION PLAN - AREA C
BP-1_S1.1D	FOUNDATION PLAN - AREA D
BP-1_S1.2	OVERALL SECOND LEVEL FRAMING PLAN
BP-1_S1.2A	SECOND LEVEL FRAMING PLAN - AREA A
BP-1_S1.2B	SECOND LEVEL FRAMING PLAN - AREA B
BP-1_S1.2C	SECOND LEVEL FRAMING PLAN - AREA C
BP-1_S1.2D	SECOND LEVEL FRAMING PLAN - AREA D
BP-1_S1.3	OVERALL THIRD LEVEL FRAMING PLAN
BP-1_S1.3A	ROOF FRAMING PLAN - AREA A
BP-1_S1.3B	ROOF FRAMING PLAN - AREA B
BP-1_S1.3C	THIRD LEVEL FRAMING PLAN - AREA C
BP-1_S1.3D	THIRD LEVEL FRAMING PLAN - AREA D
BP-1_S1.4	HIGH ROOF FRAMING PLAN
BP-1_S3.0	SECTIONS & DETAILS
BP-1_S4.0	SECTIONS & DETAILS
BP-1_S4.1	SECTIONS & DETAILS

ELECTRICAL

BP-1_E1.0	ELECTRICAL TITLE SHEET
BP-1_E1.1	SITE PLAN - ELECTRICAL DEMOLITION
BP-1_E1.2	SITE PLAN - ELECTRICAL
BP-1_E2.1A	FIRST LEVEL AREA A - FLOOR PLAN - LIGHTING
BP-1_E2.1B	FIRST LEVEL AREA B - FLOOR PLAN - LIGHTING
BP-1_E2.1C	FIRST LEVEL AREA C - FLOOR PLAN - LIGHTING
BP-1_E2.1D	FIRST LEVEL AREA D - FLOOR PLAN - LIGHTING
BP-1_E3.1A	FIRST LEVEL AREA A - FLOOR PLAN - POWER
BP-1_E3.1B	FIRST LEVEL AREA B - FLOOR PLAN - POWER
BP-1_E3.1C	FIRST LEVEL AREA C - FLOOR PLAN - POWER
BP-1_E3.1D	FIRST LEVEL AREA D - FLOOR PLAN - POWER
BP-1_E3.2C	SECOND LEVEL AREA C - FLOOR PLAN - POWER
BP-1_E3.2D	SECOND LEVEL AREA D - FLOOR PLAN - POWER
BP-1_E3.3G	THIRD LEVEL AREA G - FLOOR PLAN - POWER
BP-1_E3.3H	THIRD LEVEL AREA H - FLOOR PLAN - POWER
BP-1_E5.1A	FIRST LEVEL AREA A - FLOOR PLAN - SECURITY
BP-1_E5.1B	FIRST LEVEL AREA B - FLOOR PLAN - SECURITY
BP-1_E5.1C	FIRST LEVEL AREA C - FLOOR PLAN - SECURITY
BP-1_E5.1D	FIRST LEVEL AREA D - FLOOR PLAN - SECURITY
BP-1_E5.2A	SECOND LEVEL AREA A - FLOOR PLAN - SECURITY
BP-1_E5.2C	SECOND LEVEL AREA C - FLOOR PLAN - SECURITY
BP-1_E5.2D	SECOND LEVEL AREA D - FLOOR PLAN - SECURITY

**ALL ITEMS LISTED BELOW ARE PART OF THE CONTRACT DOCUMENTS AS REFERENCED IN
ARTICLE 9.1 OF THIS AGREEMENT**

Division 00 --- Procurement and Contracting Requirements

00 0101 - Project Title Page
00 0103 – Project Directory
00 0105 - Certifications Page
00 0110 - Table of Contents
00 1113 - Advertisement for Bids
00 2113 – Instructions to Bidders
00 2113A - Instructions to Bidders, AIA A701, 2018 (Available Upon Request)
00 0250 – Supplementary Instructions to Bidders
00 0300 – Bid Categories
00 0410 - Bid Form
00 0430 - Bid Form Supplements
00 0430A - Bid Bond, AIA A310, 2010
00 0435 – Prevailing Wage
00 0500 – Agreement
00 0500A – Standard Form Agreement Between Owner and Contractor,
AIA 132, 2019 (Available Upon Request)
00 0610 – Performance and Payment Bonds
00 0610A – Performance Bond/Payment Bond, AIA A312, 2010
00 0700 – General Conditions
00 0700A - General Conditions of the Contract for Construction,
AIA A232, 2019 (Available Upon Request)
00 0800 - Supplementary Conditions
00 0900 –Geotechnical Report and Response Action Plan
00 0900A – Geotechnical Report, Feb. 22, 2021
00 0900B – Response Action Plan and Construction Contingency Plan, March 1, 2021

Division 01 -- General Requirements

01 1000 – Summary
01 1014 – Construction Schedule
01 1015 – Electronic Drawings
01 1050 – Layout and Measurements
01 1060 – Permits, Inspections and Licensing Fees
01 1100 – Changes in Work
01 1520 – Safety
01 1610 – Delivery and Storage
01 1710 – Cleaning
01 2200 – Unit Prices
01 2900 – Payment Procedures
01 2900A – Sales Tax Paid Form
01 3100 – Project Management and Coordination
01 3300 - Submittal Procedures

- 01 4000 - Quality Requirements
- 01 4533 - Code-Required Special Inspections and Structural Testing
- 01 5000 - Temporary Facilities and Controls
- 01 6000 – Product Requirements
- 01 6000A – Prior Approvals Product Substitution Request Form
- 01 7300 – Execution
- 01 7419 - Construction Waste Management and Disposal
- 01 7700 – Closeout Procedures
- 01 7839 – Project Record Documents

Division 02 -- Existing Conditions

- 02 2600 – Hazardous Building Materials Report
- 02 2600A – Hazardous Building Materials Report (For Reference Only)
- 02 4116 – Structure Demolition
- 02 4119 – Selective Demolition

Division 03 -- Concrete

- 03 1000 - Concrete Forming and Accessories
- 03 2000 - Concrete Reinforcing
- 03 3000 - Cast-In-Place Concrete
- 03 3000A – 3 Phase Transformer Pad
- 03 4100 - Precast Structural Concrete
- 03 4113 - Precast Concrete Hollow Core Planks
- 03 4123 – Precast Concrete Stairs
- 03 4500 - Precast Architectural Wall Panels

Division 05 -- Metals

- 05 1200 - Structural Steel Framing
- 05 2100 - Steel Joist Framing
- 05 3100 - Steel Decking

Division 07 -- Thermal and Moisture Protection

- 07 1113 - Bituminous Damp-Proofing
- 07 2100 - Thermal Insulation

Division 14 – Conveying Equipment

- 14 2400 – Hydraulic Elevators

Division 26 -- Electrical

- 26 0001 – Electrical Certification
- 26 0010 – General Provisions
- 26 0513 – Medium-Voltage Cables

Division 31 -- Earthwork

- 31 2101 - Clearing and Grubbing
- 31 2104 - Removing Pavement and Miscellaneous Items

- 31 6329 – Rammed Aggregate Pier Foundations
- 31 6615 – Helical Pile Foundations

Division 32 – Exterior Improvements

- 32 2105 - Excavation and Embankment
- 32 2112 – Subgrade Preparation and Geotextile Material
- 32 2211 – Aggregate Base
- 32 2357 – Bituminous Tack Coat
- 32 2360 – Plant Mixed Asphalt Pavement
- 32 2531 – Concrete Curbing
- 32 2563 – Traffic Control
- 32 2573 – Storm Water Management (Temporary Erosion and Sediment Control Plan)
- 32 2575 – Turf Establishment
- 32 2582 – Permanent Pavement Markings

Division 33 -- Utilities

- 33 2451 – Granular Material for Backfill
- 33 2503 – Pipe Sewers
- 33 2506 – Manholes and Catch Basins
- 33 2521 – Walks
- 33 2611 – Water Mains (Specific)
- 33 2621 – Sanitary Sewer (Specific)
- 33 2625 – Pipe Insulation



AIA Document A132™ – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Fourth day of January in the year Two Thousand Twenty-Three
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

Itasca Government Center
Jail and Courts Addition and Remodel Bid Package #2
Grand Rapids MN

THE OWNER:
(Name, legal status, and address)

Itasca County
123 NE 4th St
Grand Rapids MN 55744

THE CONTRACTOR:
(Name, legal status, and address)

Horizon Equipment, LLC
1960 Seneca Rd
Eagan MN 55122

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policy to be secured ahead of construction starting on site. A copy will be posted to Submittal Exchange under the Project Information tab for reference.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner, Architect and Construction Manager as an additional insured on the Contractor's Commercial General Liability, Auto and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Five Hundred Thousand (\$1,500,000.00) each occurrence, Three Million (\$3,000,000.00) general aggregate, and Three Million (\$3,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Five Hundred Thousand (\$1,500,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage, Two Million (\$2,000,000.00) aggregate.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand (\$500,000.00) each accident, Five Hundred Thousand (\$500,000.00) each employee, and Five Hundred Thousand (\$500,000.00) policy limit.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Shall be equal to one hundred percent (100%) of the contract sum
Performance Bond	Shall be equal to one hundred percent (100%) of the contract sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows: