ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 7, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:31 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	2:31 PM
Burl Ives	District #4	Present	2:31 PM
Casey Venema	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 24, 2023 County Board Regular Session.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve new tobacco license for OZ Tobacco Vapor dba Lakeshore Tobacco Vapor located at 1287 South Pokegama Avenue, Grand Rapids MN 55744 for the period of February 14, 2023 through December 31, 2023.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

2. Approve and authorize Health & Human Service Director to sign the 2023-2024 contract with Arrowhead Health Alliance for distribution of mental health dollars.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

3. Approve the 2023-2024 Community Support Program (CSP) Contract with DHS and authorize signature of the County Board Chair.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

4. Approve the 2023-2024 Crisis Contract with DHS and authorize signature of the County Board Chair.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

5. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Jermey Carlson, for Medical Director Services.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

6. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Peter Friedlieb for Quality Improvement Advisor Services.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

7. Schedule the 2023 County Board of Appeal and Equalization meeting on Thursday, June 15, 2023 at 1:00 pm with 15 minute appointments available from 1:15 pm until 7:15 pm and Friday, June 16, 2023 from 10:00 am until 2:00 pm and Wednesday, June 21, 2023 from 1:00 until 5:00 p.m., only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Friday, June 16th or Wednesday, June 21st meetings unless there is no availability to schedule for the Thursday, June 15th meeting.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

8. Approve final payment for Contract 66322 - TH 2 / CSAH 63 Intersection Project and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

9. Approve final payment for Contract 59831 - CR 149 Bridge Replacement, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

10. Adopt the Resolution Re: Repurchase of the South 75 feet of the North 2133.43 feet of Lot 2, Section Four (4), Township Sixty (60), Range Twenty-seven (27), West of the Fourth Principal Meridian, EXCEPT the East 275 feet thereof.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

11. Adopt the Resolution Re: Northome Ridge Runners Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

12. Adopt the Resolution Re: Marcell Snowdrifters Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

13. Adopt the Resolution Re: Repurchase of part of Lots 1, 2, 5 and 6, Section Thirty-five (35), Township One Hundred Forty-four (144) North, Range Twenty-five (25) West of the Fifth Principal Meridian.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

14. Approve and authorize signatures to the 2nd Amendment of the T-Mobile Site Use Agreement for the Nashwauk Tower.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/14/2023 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. Legislative Conference Call

   A Legislative Conference Call was provided by Representative Spencer Igo and Itasca County Lobbyist Loren Solberg.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Correctional/Court Facility Construction Contract – Kitchen Equipment

   Motion To: Reject all bids for the Correctional/Court Facility construction contract for kitchen equipment.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

   It was the consensus of the County Board to direct staff to rebid the kitchen equipment contract to include corrections rated equipment at a target price not to exceed $550,000.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Corrected 2023 ECPN Application

   Motion To: Approve the corrected Equitable Cost Share for Publicly Owned Nursing Facilities (ECPN) amount from $324,014.91 to $384,014.91.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

5. Yanmar Abatement Discussion

   County Auditor/Treasurer Austin Rohling provided information regarding the term of abatement for the Yanmar/ASV abatement request.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Reallocation in Management Information Systems (MIS) Department

   Motion To: Approve the reallocation of one (1) Grade 11 Network Telecommunications Specialist position to one (1) Grade 9 Helpdesk Technician position in the Management Information Systems (MIS) Department and authorize filling of the Helpdesk Technician position.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

7. Microsoft Enterprise Agreement Renewal Options

   IT Director Chris Gunderson provided information regarding options for the 2023-2026 Microsoft Enterprise Agreement renewal.

RESULT:	**RECOMMENDED FOR DISCUSSION NEXT: 02/21/2023 2:30 PM**

8. CSAH 52 State Easements

   Motion To: Direct staff to move forward with the acquisition of the CSAH 52 State Easements.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

9. MN DNR Heritage Forest Project

   Minnesota Department of Natural Resources (DNR) representatives Wes Bellanger and Shelly Patten provided information regarding the Minnesota DNR Heritage Forest Program.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Change in Allocation of 1.0 Deputy Sheriff/Road Deputy/Investigator to 1.0 Deputy Sheriff/Lieutenant

    Motion To: Approve a change in allocation of 1.0 Deputy Sheriff/Road Deputy/Investigator Assignment (grade 10) to 1.0 Deputy Sheriff/Lieutenant (grade 12).

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

11. MagIron Update

    Larry Lehtinen provided an update on activities surrounding MagIron, LLC.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

12. DNR Update

    Minnesota Department of Natural Resources (DNR) NE Regional Director Shelly Patten provided a Minnesota DNR Update.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at a recent Mississippi Headwaters Board (MHB) budget meeting, as well as a Bowstring Airport and Community Economic Development Associates (CEDA) meeting.

Commissioner Johnson reported on recent meetings with Probation and Sheriff's Department staff.

Commissioner Ives reported on his attendance at recent Itasca Economic Development Corporation (IEDC) and Community Economic Development Associates (CEDA) meetings.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding a potential closed session that he will discuss with Administrator Brett Skyles.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 5:18 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

February 7, 2023

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.3 – Additional Information
2. Item #6.7 – Additional Information

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

DRAFT

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**

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**

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**

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**

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**

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**

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**

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, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2881

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Deb Davis

AGENDA ITEM:
Tobacco License

BOARD ACTION REQUESTED:
Approve new tobacco license for OZ Tobacco Vapor dba Lakeshore Tobacco Vapor located at 1287 South Pokegama Avenue, Grand Rapids MN 55744 for the period of February 14, 2023 through December 31, 2023.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2884

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Becky Lauer

AGENDA ITEM:
2023-2024 Mental Health Dollars through Arrowhead Health Alliance/Region III

BOARD ACTION REQUESTED:
Approve and authorize Health & Human Service Director to sign the 2023-2024 contract with Arrowhead Health Alliance for distribution of mental health dollars.

BACKGROUND:
Itasca County has been awarded $252,049 each year for the next two years in mental health funding. This funding historically came directly to Itasca County, but it now goes to Region III. Arrowhead Health Alliance holds the contract for the Region III counties and Lake County is the fiscal host. Region III also distributes $72,000 to each member organization yearly. This contract allows Itasca County to access the funds allocated to us for mental health services.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ABHI County Contract 013123

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is by and between ARROWHEAD HEALTH ALLIANCE, 221 West First Street, Duluth, MN 55802 (hereinafter referred to as "AHA") and [County or Tribe, County or Tribal Address] (hereinafter referred to as ["ABHI County Member" or "ABHI Tribal Member"]) for the period from January 1, 2023, through December 31, 2023.

WITNESSETH THAT:

WHEREAS, AHA is a Joint Powers Board under the authority of Minnesota Statutes, section 471.59; and

WHEREAS, AHA serves as the governing body of the Region III Adult Mental Health Initiative pursuant to Minnesota Statutes, section 245.466; and

WHEREAS, the Region III Adult Mental Health Initiative operates under the assumed name of The Arrowhead Behavioral Health Initiative (hereinafter referred to as "ABHI"); and WHEREAS, AHA is responsible for providing or contracting for sufficient infrastructure for the delivery of mental health services under the Minnesota Comprehensive Adult Mental Health Act, Minnesota Statutes, sections 245.461 to 245.486; and

WHEREAS, ABHI Member is a voting member of the Arrowhead Behavioral Health Initiative, a statutorily defined Adult Mental Health Initiative in Minnesota; and

WHEREAS, Lake County, Minnesota (hereinafter referred to as "Fiscal Agent") serves as the AHA and ABHI Fiscal Agent and is responsible for contracting with the Minnesota Department of Human Services for State Mental Health Grants; and

WHEREAS, ABHI Member submitted a plan to provide mental health services to Minnesota residents consistent with the Budgeting, Reporting and Accounting for Social Services (BRASS) Manual for the contracted calendar year; and

WHEREAS, the voting membership of the ABHI includes the following Counties and Tribal Nations: Bois Forte, Carlton, Cook, Fond du Lac, Grand Portage, Itasca, Koochiching, Lake, North St. Louis and South St. Louis; and

WHEREAS, each named voting member has one vote within the ABHI Governing Structure; and

WHEREAS, in February of 2015 the existing membership of the ABHI voted to allocate $72,000 to each voting members each calendar year; and

WHEREAS, since 1994 each ABHI County Member has received direct payments from the Minnesota Department of Human Services allocated out of the Moose Lake Regional Treatment Center Catchment Area; and

WHEREAS, in March 2022, the ABHI was notified that the total amount previously allocated to individual ABHI County Members for the Moose Lake Regional Treatment Catchment Area will be added to the ABHI 2023-2024 AMHI Grant ; and

WHEREAS, on February __,2023 AHA voted to treat these funds as pass-through dollars so each ABHI County Member will continue to receive the same allocation previously established under direct payments from the Minnesota Department of Human Services (Attachment A);

NOW, THEREFORE, in consideration of and in reliance upon the mutual covenants and agreements contained herein, the parties hereto do covenant and agree as follows:

Article I - Services to be Provided

During the term of this agreement, ABHI Member agrees to provide goods and/or services as defined by the Minnesota Department of Human Services Budgeting, Reporting and Accounting for Social Services (BRASS) Codes. ABHI Member is responsible for keeping up to date on any and all changes to the BRASS requirements including any reporting requirements specific to the ABHI Member as required by the Minnesota Department of Human Services.

Article II - Terms and Amount of Agreement

AHA and the ABHI, through its Fiscal Agent, hereby agree to reimburse ABHI Member in an amount not to exceed [$ Amount] for the duration of the contract.

Article III – Subcontracting

ABHI County/Tribal Member may subcontract for services with mental health providers without prior approval of AHA. ABHI County/Tribal Member shall be responsible for ensuring that any provider it enters into a subcontract with is qualified and licensed to provide the subcontracted services. ABHI County/Tribal Member shall execute a written agreement with each subcontractor containing the indemnification, provider debarment, confidentiality, and audit and record disclosure provisions set forth herein, and requiring insurance coverage with the following minimum limits of liability:

Commercial General Liability
- $1.5 million each occurrence
- $3 million aggregate

Professional Liability Coverage
- $2 million per occurrence
- $4 million aggregate

Workers' Compensation
- Statutory limits per applicable state and federal laws

Auto Liability Coverage (if subcontractor's work involves use of a vehicle)
- $1.5 million on a combined single limit basis
- Must cover owned, non-owned and hired vehicles

Cyber-liability Coverage (if subcontractor will be accessing, collecting, maintaining, manipulating, or storing ABHI County/Tribal Member data in any format)
- $2 million per occurrence or claim

- $4 million aggregate

An excess or umbrella lability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.

Article IV – Indemnity and Insurance

A. Indemnity: ABHI County/Tribal Member agrees to defend, indemnify, and hold AHA and Fiscal Agent, and their employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the ABHI County/Tribal Member, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the ABHI County/Tribal Member or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

B. Insurance: ABHI County Member agrees that in order to protect itself, as well as AHA under the indemnification provision set forth above, ABHI County Member will, at all times during the term of this agreement, have and keep in force insurance sufficient to meet the maximum liability limits set forth in the Minnesota Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, or successor statutes thereof. ABHI County Member must provide AHA with at least thirty (30) days' advance notice of any substantial change to or cancellation of any insurance policies required under this agreement.

Article V - Payment Process

A. ABHI Member will submit monthly invoices no later than the 15th of the following month to the Fiscal Agent at the following address: Lake County Health and Human Services, 616 3rd Avenue, Two Harbors, MN 55616. ABHI Member must submit December invoices by the 3rd Friday in December of each calendar year. ABHI Member will include a BRASS Code Report consistent with Attachment B (BRASS Code Report) with each invoice. The total amount of funding invoiced for each period must match the total amount of each BRASS Code Report. ABHI Member will be responsible for monitoring monthly invoices to ensure the total of all invoices submitted does not exceed the amount listed within Article II of this agreement.

B. The invoice shall include billings only for authorized services. AHA shall not be obligated to honor claims nor shall ABHI Member claim for any services furnished or costs incurred by ABHI Member which are not consistent with goods or services defined by the Minnesota Department of Human Services Budgeting, Reporting and Accounting for Social Services (BRASS) codes for the contract year(s).

C. AHA, through its Fiscal Agent, shall, within thirty (30) days of the date of receipt of the invoice, make payment to ABHI Member for authorized services.

D. AHA may withhold reimbursement to ABHI Member if either AHA or the Minnesota Department of Human Services has reasonable grounds to believe that the contract between AHA and ABHI Member or any subcontract thereof, has been breached in any material manner, or that ABHI Member or subcontractor is taking or failing to take any action that constitutes anticipatory breach. If a breach occurs, AHA may recoup any payments made for the period during which the breach occurred.

E. AHA's obligation to make payment hereunder is subject to audit by AHA or its duly authorized designee. Said audit shall be the final determination of AHA's payment obligation. ABHI Member shall furnish AHA with the reports and comply with the audit and record requirements specified in Article XI below.

F. ABHI Member will promptly reimburse to AHA any amounts received in excess of required payments hereunder.

ARTICLE VI – Affirmative Action and Other Requirements

A. ABHI Member agrees to comply with the Civil Rights Act of 1964, Title VII (42 USCS 2000e), including Executive Order No. 11246 as amended, Title VI (42 USC 2000d), the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities, and services. ABHI Member shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation, or age.

B. ABHI Member agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

C. ABHI Member agrees to comply in all respects with the Minnesota Government Data Practices Act, Minnesota Statutes Sections 13.1-13.87, and ABHI Member further agrees to comply with any requests of AHA which are necessitated by AHA's obligations under said Act.

D. The parties agree to comply in all respects, as applicable, with the Health Insurance Portability and Accountability Act, Public Law, 104-191 (HIPAA) and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall take whatever actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this Section, the other party may give written notice of termination of this agreement. Such notice shall provide for termination of the contract within thirty (30) days of delivery of notice, and shall specify the action(s) which are to be taken by the receiving party to meet HIPAA requirements. The receiving party shall initiate required compliance with HIPAA within the thirty (30) day period in order to avoid termination pursuant to this Section.

E. The use or disclosure by any party of any private information concerning a participant in violation of any rule of confidentiality or for any purpose not directly connected with the administration of AHA's or ABHI Member's responsibility with respect to the Purchased Services, is prohibited without the written consent of the participant or responsible parent or guardian.

Article VII - Independent Contractor

ABHI Member is an independent contractor and not an employee or agent of AHA. No statement contained in this agreement shall be construed so as to find ABHI Member to be an employee or agent of AHA; and ABHI Member, its officers, employees and agents shall be entitled to none of the rights,

privileges or benefits of AHA employees. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing an employment relationship between the parties or as constituting the ABHI Member, its officers, employees or agents as the agent, representative or employee of AHA for any purpose or in any manner, whatsoever.

Article VIII - Disputes

ABHI Member and AHA agree that any dispute in relation to the terms of this Agreement shall be submitted by the parties for arbitration under the rules and regulations of the American Arbitration Association.

Article IX - Standards and Licenses

ABHI County/Tribal Member agrees to comply with all Federal, State, County and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs, and staff for which ABHI County/Tribal Member is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal and program licenses, meeting zoning standards, certification of staff when required and all other applicable laws, regulations, ordinances, rules and certifications which are effective or will become effective during the period of this Agreement. Further, ABHI County/Tribal Member agrees that failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provisions of this Agreement, such cancellation may be effective as of the date of such failure.

Article X - Provider Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, ABHI County/Tribal Member Certifies That It And Its Principals And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this contract:1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract or benefit; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for;

1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract or benefit; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the AHA should ABHI County/Tribal Member come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract or benefit.

Article - XI- Audit and Record Disclosure

ABHI Member shall allow personnel of AHA, its Fiscal Agent, the Minnesota Department of Human Services, the Minnesota State Auditor's Office and the Department of Health and Human Services access to and authority to copy ABHI Member's records at reasonable hours in order to exercise their right to audit ABHI Member's records and to monitor the services.

Article XII - Early Termination

A. Either party may terminate this agreement immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

B. AHA reserves the right to terminate this agreement, with or without cause, with ten (10) days written notice to ABHI Member, in the event that significant changes in funding or the conduct of the program should modify its goals and objectives beyond the intent of this agreement.

C. Either party may, by giving notice of at least thirty (30) days prior to the effective date thereof, terminate this agreement in whole or in part without cause.

D. In the event of early termination, as provided herein, AHA shall compensate ABHI Member for legitimate services provided prior to the termination as identified herein if said compensation had not yet been paid for at the time of termination. ABHI Member agrees to reimburse AHA for any payments under this agreement for services that were not actually provided at the time of termination.

Article XIII-Notices

A. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by

nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following address:

AHA:
Arrowhead Health Alliance
221 W. First Street
Duluth, MN 55802
Attn: Ric Schaefer, Director

ABHI Member:
_____

Article XIV - Conditions of the Parties' Obligations

A. It is understood by both parties that ABHI County/Tribal Member shall manage the provision of services.
   1. ABHI County/Tribal Member shall employ, supervise, discharge and pay employees as required. All persons so employed shall be treated as employees of the ABHI County/Tribal Member, who shall be fully responsible for all wages, salaries or other remuneration for said employees, and shall be fully responsible for the filing of any forms and returns relating to the payment of such wages.
   2. ABHI County/Tribal Member will perform services hereunder in accordance with all State, Federal, County and Municipal laws and regulations relating to these services.

B. 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.

Article XV- Single Instrument and Legality

A. 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 ABHI Member and AHA, relating to the subject matter hereof.

B. The provisions of this agreement are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause, or phrase of this agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised agreement which does not violate the above referenced ruling.

IN WITNESS WHEREOF, AHA and ABHI Member agree that this contract is effective from January 1, 2023, through December 31, 2023.

[Remainder of this page intentionally left blank; signature page to follow].

ABHI Member

By: _____
_____

Date: _____

ARROWHEAD HEALTH ALLIANCE

By: _____
AHA Board Chair

Date: _____

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2885

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Becky Lauer

AGENDA ITEM:
2023-2024 Community Support Program (CSP) Contract with DHS

BOARD ACTION REQUESTED:
Approve the 2023-2024 Community Support Program (CSP) Contract with DHS and authorize signature of the County Board Chair.

BACKGROUND:
12/9/22 Itasca County was awarded $796,718 ($384,809 each year) for the 2023-2024 grant period. These CSP dollars fund mental health services within the county. DHS has delayed the contracting process due to staffing issues. The contract will be sent to Commissioner Snyder for signature due to it being submitted in 2022.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca County CSP 23-24 Combined

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

Minnesota Department of Human Services
County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Itasca County, an independent grantee, not an employee of the State of Minnesota, located at 1209 SE 2nd Ave., Grand Rapids, MN 55744 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act"), has authority to enter into contracts for the following services: create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, County Duties, which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
3. Attachment B, "Budget", covers two full calendar years. The total budget amount indicated

in Attachment B is to be dispersed over two calendar years. In calendar year 2023, COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY, for more than half of the total budget amount indicated in Attachment B.

4. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds $5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

5. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, revisions shall be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code from the budget or adding or removing a provider(s). Shifting of funds between budget line items does not require an amendment. Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 16.1 of CONTRACT. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **seven hundred sixty-nine thousand six hundred eighteen dollars** (**$769,618**).

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

3.2. Terms of payment

a. **Advance.** The COUNTY will receive one initial payment **ninety-six thousand two hundred two dollars** (**$96,202**) which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of the CONTRACT. The COUNTY is not eligible to receive a cash advance from the STATE in Year 2 of the CONTRACT.

b. **Reconciliation.** The COUNTY must submit financial reconciliation documentation to STATE Authorized Representative which demonstrates an accurate and complete account of the YEAR 1 cash advance. Any portion of the cash advance that is unspent must be returned to STATE on a date determined by the STATE's Authorized Agent. Required documentation and submission date will be determined by STATE Authorized Representative, but will be no later than within sixty (60) days of the end of the contract term

c. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant, and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;

b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);

d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY's Duties; and/or

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Andrea Abel** or successor. Email: **Andrea.B.Abel@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Becky Lauer** or successor. Phone and email: **218-327-6192, becky.lauer@co.itasca.mn.us** . If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Eric Villeneuve** or successor. Phone and email: **218-327-6117, eric.villeneuve@co.itasca.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment C**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are

the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. Federal license granted. If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By:_____

Date:_____

Contract No:_____

2. **COUNTY**

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By:_____

Title:_____

Date:_____

3. **STATE AGENCY**

By (with delegated authority):_____

Title:_____

Date:_____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/23-12/31/24.

Objective	Description of Tasks and Deliverables	Evaluation Method
AMHI only		
Have written policy and procedures governing accounting and operational procedures	• Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement) • Decision-making process document or description • Contingency planning (see section 20.2 of contract) • Nondiscrimination policies (see section 19.2 of contract)	Twice yearly site visits
Include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	• Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans • Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans • Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans	Twice yearly site visits
Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661	• Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI) • Include program evaluation	Twice yearly site visits
Meet requirements of Open Meeting Law	• Meeting information posted where community members can find it • Meeting minutes and decisions are documented and publicly available	Twice yearly site visits
CSP only		
Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712	• Assure sufficient community support services are available to meet the needs of adults with SPMI in the county	Twice yearly site visits
AMHI and CSP		
Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461	• Lived experience with mental illness guides the governance and services • Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. • Develops and provides an array of person centered services that builds on personal and cultural strengths.	Twice yearly site visits

	• Utilizes a data driven model to evaluate the impact of services on health outcomes. • Assures access, early intervention, coordination, and application of resources through creative partnerships.	
Ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3	• Submit quarterly fiscal reports / invoices to DHS for payment	Twice yearly site visits
Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding		Twice yearly site visits
Have a transition plan that complies with Minnesota Statute 245.466 subd.3a	• Transition plan for continuity of care in the event of contract termination with a community mental health center • Transition plan for continuity of care in the event of contract termination with a community support services provider	Twice yearly site visits
Complete all required data reporting and ensure their contracted providers are completing all required data reporting	• MHIS data reporting completed twice a year • SSIS data reporting completed • Supplemental spreadsheet reporting completed twice a year • Effort made to have providers reporting into MHIS instead of the supplemental spreadsheet	Twice yearly site visits
Meet the policy requirements from the Office of Grants Management for all subcontracts that are over $50,000	• Grant monitoring plan for all subcontracts over $50,000, including site visits and financial reconciliation • Conflict of interest assessed and documented	Twice yearly site visits
Incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers	• Demonstrated effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs	Twice yearly site visits

CY2023-2024 Adult Mental Health Initiative Grant Contract Attachment B

CSP Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure difference is $0.

Region or County	CSP Allocation	Amount budgeted	Difference
Itasca - CSP	$769,618	$ 769,618	$ -

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
BRASS Code	**TOTAL BUDGET CY2023**	**BRASS Code**	**TOTAL BUDGET CY2024**	
Fiscal host fee	$ -	Fiscal host fee	$ -	
402x - Community Education and Prevention	$ -	402x - Community Education and Prevention	$ -	
403x - Adult Client Outreach	$ -	403x - Adult Client Outreach	$ -	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	$ -	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	$ -	
416x - Transportation	$ -	416x - Transportation	$ -	
418x - Client Flex Funds	$ 16,309.00	418x - Client Flex Funds	$ 16,309.00	
420x - Peer Support Services	$ -	420x - Peer Support Services	$ -	
431x - Adult Mobile Crisis Services	$ -	431x - Adult Mobile Crisis Services	$ -	
434x - Community Support Program Services	$ 2,500.00	434x - Community Support Program Services	$ 2,500.00	
436x - Adult Residential Crisis Stabilization	$ 11,000.00	436x - Adult Residential Crisis Stabilization	$ 11,000.00	
437x - Supported Employment / Individualized Placement and Support Services	$ -	437x - Supported Employment / Individualized Placement and Support Services	$ -	
438x - Assertive Community Treatment (ACT)	$ -	438x - Assertive Community Treatment (ACT)	$ -	
443x - Housing Subsidy	$ 115,000.00	443x - Housing Subsidy	$ 115,000.00	
446x - Basic living / Social Skills and Community Integration	$ 100,000.00	446x - Basic living / Social Skills and Community Integration	$ 100,000.00	
451x - Emergency Response Services	$ -	451x - Emergency Response Services	$ -	
452x - Adult Outpatient Psychotherapy	$ -	452x - Adult Outpatient Psychotherapy	$ -	
454x - Adult Outpatient Medication Management	$ -	454x - Adult Outpatient Medication Management	$ -	
468x - Adult Day Treatment	$ -	468x - Adult Day Treatment	$ -	
469x - Partial Hospitalization	$ -	469x - Partial Hospitalization	$ -	
474x - Intensive Residential Treatment Services (IRTS)	$ -	474x - Intensive Residential Treatment Services (IRTS)	$ -	
491x - Adult Rule 79 Targeted Case Management (TCM)	$ 140,000.00	491x - Adult Rule 79 Targeted Case Management (TCM)	$ 140,000.00	
493x - Adult General Case Management	$ -	493x - Adult General Case Management	$ -	
TOTAL CSP FUNDS CY2023	$ 384,809.00	TOTAL CSP FUNDS CY2024	$ 384,809.00	$ 769,618.00

ATTACHMENT C –
DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT
TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which STATE will share data with and permit COUNTY to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act ("MGDPA") under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA"), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Adult Mental Health Initiative (AMHI) and/or Community Support Program (CSP) data for the term of the contract.

Purpose for Sharing Protected Information and Expected Outcomes: Review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness.

STATE is permitted to share the Protected Information with COUNTY pursuant to: Minnesota Data Practices Act under Minnesota Statutes, Chapter 13

It is expressly agreed that COUNTY is a "business associate" of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, "Definitions." The Disclosure of Protected Health Information to COUNTY that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), "Standard: Disclosures to Business Associates."

It is understood by COUNTY that, as a business associate under HIPAA, COUNTY is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. COUNTY is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, "Security and Privacy."

DEFINITIONS

A. "Agent" means COUNTY'S employees, contractors, subcontractors, and other non-employees and representatives.

B. "Applicable Safeguards" means the state and federal safeguards listed in subsection 2.1.A of this Attachment.

C. "Breach" means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.

D. "Business Associate" shall generally have the same meaning as the term "business associate"

found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean COUNTY.

E. "Contract" means the Contract between STATE and COUNTY to which this Attachment is attached.

F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.

G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.

H. "Individual" means the person who is the subject of protected information.

I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.

J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or COUNTY under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.

K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by COUNTY as a Business Associate on behalf of STATE.

L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.

M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

1. INFORMATION EXCHANGED

1.1 This Attachment governs the data that will be exchanged pursuant to COUNTY performing the services described in the Contract. The data exchanged under the Contract will include: BRASS

Code data by client including, but not limited to, demographic information such as age, sex, race, the number of people served, and information related to housing, employment, hospitalization, symptoms, and satisfaction with services reported by COUNTY and its SUBCONTRACTORS to STATE. Data is submitted via the Mental Health Information System (MHIS), the Social Services Information System (SSIS), and other encrypted spreadsheet as directed by the STATE.

1.2 The data exchanged under the Contract is provided to COUNTY for COUNTY to: review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.

1.3 STATE is permitted to share the Protected Information with COUNTY pursuant to: the terms and conditions of the Contract and this Data Sharing and Business Associate Agreement in accordance with the Minnesota Data Practices Act under Minnesota Statutes, Chapter 13.

2. INFORMATION PRIVACY AND SECURITY

COUNTY and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by COUNTY under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to COUNTY and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

2.1 Compliance with Applicable Safeguards.

A. State and Federal Safeguards. The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, "Confidentiality of Records," and 42 C.F.R. Part 2, "Confidentiality of Substance Use Disorder Patient Records");
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);

10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
11. NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota "Enterprise Information Security Policies and Standards."[1]

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

B. Statutory Amendments and Other Changes to Applicable Safeguards. The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 COUNTY Data Responsibilities

A. Use Limitation.

1. Restrictions on Use and Disclosure of Protected Information. Except as otherwise authorized in the Contract or this Attachment, COUNTY may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.

2. Federal tax information. To the extent that Protected Information Used under the Contract constitutes "federal tax information" (FTI), COUNTY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075.

B. Individual Privacy Rights. COUNTY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. Complaints. COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.

2. Amendments to Protected Information Requested by Data Subject Generally. Within three (3) business days, COUNTY must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, "Rights of Subjects of Data," subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then COUNTY must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526,

[1] *See* https://mn.gov/mnit/government/policies/security/

"Amendment of Protected Health Information," or otherwise act as necessary to satisfy STATE or COUNTY's obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

C. Background Review and Reasonable Assurances of Agents.

1. Reasonable Assurances. COUNTY represents that, before any Agent is allowed to Use or Disclose Protected Information, COUNTY has conducted and documented a background review of the Agent sufficient to provide COUNTY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.

2. Documentation. COUNTY shall make available documentation required by this Section upon request by STATE.

D. Ongoing Responsibilities to Safeguard Protected Information.

1. Privacy and Security Safeguards. COUNTY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.

2 Electronic Protected Information. COUNTY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.

3. Monitoring Agents. COUNTY shall ensure that any Agent to whom COUNTY Discloses Protected Information on behalf of STATE, or whom COUNTY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to COUNTY under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).

4. Encryption. According to the state of Minnesota's "Enterprise Information Security Policies and Standards,"[2] COUNTY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.

5. Minimum Necessary Access to Protected Information. COUNTY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

[2] https://mn.gov/mnit/government/policies/security/

6. **Training and Oversight.** COUNTY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

E. Responding to Privacy Incidents, Security Incidents, and Breaches. COUNTY will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.

2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.

3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, COUNTY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.

4. **Notification to Individuals and others; costs incurred.**

   a. **Protected Information.** COUNTY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, COUNTY will fulfill the STATE's and COUNTY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."

   b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then COUNTY will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."

   c. **Failure to notify.** If COUNTY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a),

then COUNTY will reimburse STATE for any costs, fines, or penalties incurred as a result of COUNTY's failure to timely provide appropriate notification.

5. **Obligation to report to STATE.** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, COUNTY will report to STATE in writing as further specified in subsection 2.2(F).

   a. **Communication with authorized representative.** COUNTY will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.

   b. **Cooperation of response.** COUNTY will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.

   c. **Information to respond to inquiries about an investigation.** COUNTY will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. **Documentation.** COUNTY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. COUNTY shall provide such documentation to STATE upon request.

F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. COUNTY will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. **Protected Health Information.** COUNTY will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

   a. **Reporting Breaches to STATE.** COUNTY will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:

      1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by COUNTY, to have been accessed, acquired, Used, or Disclosed during the incident or

Breach.

2. Description of the compromised Protected Health Information.
3. Date of the Breach.
4. Date of the Breach's discovery.
5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
6. Sanctions imposed on COUNTY's Agents involved in the Breach.
7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
8. Statement that COUNTY has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.

b. Reporting Breaches to external parties. COUNTY shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, COUNTY shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.

c. Reporting Security Incidents that do not result in a Breach to STATE. COUNTY will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by COUNTY or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."

d. Reporting other violations to STATE. COUNTY will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.

4. Other Protected Information. COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.

a. Initial report. COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If COUNTY is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then COUNTY will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to COUNTY at the time of the initial report, and provide updated

reports as additional information becomes available.

b. Final report. COUNTY will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

G. Designated Record Set—Protected Health Information. If, on behalf of STATE, COUNTY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, COUNTY shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.

2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

H. Access to Books and Records, Security Audits, and Remediation. COUNTY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. COUNTY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with COUNTY. COUNTY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).

3. COUNTY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine COUNTY's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.

4. COUNTY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable

timeframe.

I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by COUNTY, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by COUNTY for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

COUNTY shall document Disclosures of Protected Health Information made by COUNTY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

J. **Requests for Disclosure of Protected Information.** If COUNTY or one of its Agents receives a request to Disclose Protected Information, COUNTY shall inform STATE of the request and coordinate the appropriate response with STATE. If COUNTY Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.

K. **Conflicting Provisions.** COUNTY shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, COUNTY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, COUNTY must comply with the most stringent Applicable Safeguard.

L. **Data Availability.** COUNTY, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

2.3 Data Security.

A. **STATE Information Management System Access.** If STATE grants COUNTY access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then COUNTY agrees to comply with any additional system- or application-specific requirements as directed by STATE.

B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS)

Implementations"; 800-77, "Guide to IPsec VPNs"; 800-113, "Guide to SSL VPNs," or other methods validated under Federal Information Processing Standards (FIPS) 140-2, "Security Requirements for Cryptographic Modules." As part of its compliance with the NIST publications, and the State of Minnesota's "Enterprise Information Security Policies and Standards," DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.

C. Portable Media and Devices. The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, "Guide to Storage Encryption Technologies for End User Devices."

2.4 COUNTY Permitted Uses and Responsibilities.

A. Management and Administration. Except as otherwise limited in the Contract or this Attachment, COUNTY may:

1. Use Protected Health Information for the proper management and administration of COUNTY or to carry out the legal responsibilities of COUNTY.

2. Disclose Protected Health Information for the proper management and administration of COUNTY, provided that:

   a. The Disclosure is required by law; or

   b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and COUNTY:

      i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and

      ii. Requires the entity to whom Protected Health Information is Disclosed to notify COUNTY of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.

B. Notice of Privacy Practices. If COUNTY's duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then COUNTY shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.

C. De-identify Protected Health Information. COUNTY may use Protected Health Information to create de-identified Protected Health Information provided that COUNTY complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other

Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by COUNTY on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.

D. Aggregate Protected Health Information. COUNTY may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The COUNTY must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

2.5 STATE Data Responsibilities

A. STATE shall Disclose Protected Information to COUNTY only as authorized by law to COUNTY.

B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with COUNTY.

C. STATE shall notify COUNTY of any limitations that apply to STATE's Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, "Rights to Request Privacy Protection for Protected Health Information," subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by COUNTY.

D. STATE shall refrain from requesting COUNTY to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

2.6 Obligations of COUNTY Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, COUNTY shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.

B. COUNTY shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. COUNTY and its Agents shall not retain copies of any Protected Information.

C. In the event that COUNTY determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, COUNTY will continue to extend the

protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by COUNTY or its Agents.

D. COUNTY shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:

1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;

2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and

3. The identity of organization name (if different than COUNTY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.

E. Documentation required by this Section shall be made available upon demand by STATE.

F. Any costs incurred by COUNTY in fulfilling its obligations under this Section will be the sole responsibility of COUNTY.

3. INSURANCE REQUIREMENTS

3.1 Network Security and Privacy Liability Insurance. COUNTY shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

COUNTY shall maintain insurance to cover claims which may arise from failure of COUNTY's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. COUNTY is required to carry the following **minimum** limits:

$2,000,000 per occurrence
$2,000,000 annual aggregate

3.2

4. INTERPRETATION

4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2886

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Becky Lauer

AGENDA ITEM:
2023-2024 Crisis Contract

BOARD ACTION REQUESTED:
Approve the 2023-2024 Crisis Contract with DHS and authorize signature of the County Board Chair.

BACKGROUND:
2023-2024 Crisis Dollars. Itasca County was awarded crisis funding in the amount of $481,627 for 2023 and $550,456 for 2024. Contract was submitted to DHS on 11/16/22, due to staffing issues at DHS, the contract was delayed. Contract will come to Commissioner Snyder for signature due to being submitted in 2022.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca County CY23-24 Mobile Crisis Contract

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

Minnesota Department of Human Services
County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Itasca County, an independent grantee, not an employee of the State of Minnesota, located at 1209 SE 2nd Ave, Grand Rapids, MN 55744 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), and sections 256B.0944 (Children's Mental Health Crisis Response Services), and 256B.0624 (Adult Mental Health Crisis Response Services), and Chapter 245I (Mental Health Uniform Service Standards), has authority to enter into contracts for the following services: mental health mobile crisis response services.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. Payments and Reimbursements. Payments, issued as advancements or reimbursements, will not be made under this CONTRACT, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7 and MN Office of Grant Management Policy 08-08 on Grant Payments.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

DRAFT

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall provide Mental Health Mobile Crisis Response Services (hereinafter referred to as Crisis Services) by performing tasks and duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT. In addition to Attachment A, COUNTY shall perform the following:

- **a)** Promote the safety and emotional stability of children and adults with emotional disturbances or mental health crises;
- **b)** Minimize further deterioration of the child or adult with emotional disturbance or mental health crisis;
- **c)** Help each child or adult with an emotional disturbance or mental health crisis to obtain ongoing care and treatment;
- **d)** Prevent placement in settings that are more intensive, costly, or restrictive than necessary, or inappropriate to meet the child's or adult's needs.
- **e)** Provide services that are:
  - **i.** Person centered: the individual or family defines the crisis.
  - **ii.** Recovery and Resiliency Oriented.
  - **iii.** In the least restrictive setting possible based upon an individual or family's needs.
  - **iv.** Promoting community stability or a quick return to community
  - **v.** Culturally responsive and respectful of individual and family beliefs, values, and traditions.
  - **vi.** Timely: the response results in a face-to-face contact within one hour or as quickly as call volume, traffic and road conditions allow.
  - **vii.** Community-based: response location is based on location of individual and their needs.
  - **viii.** Appropriately triaging individuals who are at high risk due to situation, location and level of support.
- **f)** Educate the community and potential users of service on what a mental health crisis involves, when to call for assistance, and what to expect from a response team.

2.2 Services. COUNTY shall provide Crisis Services that will include, at a minimum, the following services:

- **a)** **24 hour telephone screening and triage** for existence of a mental health crisis or emergency as required in the adult and children's Mental Health Acts. (Emergency Services in the Adult Mental Health Act and Emergency Services in the Children's Mental Health Act.).
- **b)** **Dispatch of mobile crisis response teams** to individuals or families that are dealing with a mental health crisis or emergency.
- **c)** **Face-to-face crisis assessment** provided to individuals and families that are identified or identify themselves as experiencing a mental health crisis or emergency.
- **d)** **Face-to-face crisis intervention** services provided to individuals and families that have been assessed as experiencing a mental health crisis or emergency and needing face-

DRAFT

to-face service.

e) **Community Intervention Services (for adults)** as identified in the Minnesota Health Care Services Program Manual, while not identified in statute, is a Medicaid covered service that can be provided by certified crisis response teams.

f) **Community Stabilization Services** to those individuals and families that remain at risk of another crisis and are in need of additional services to avoid future crises. These services and their requirements are defined in Statutes 256B.0624.

g) **Pre-assessment under 8 minutes.** As this is not a Medical Assistance (MA) covered service, the following criteria must be met for a pre-assessment:
   - **i.** After a phone screening, an individual is determined to be in need of a face to face crisis assessment
   - **ii.** A responder is dispatched to the location to attempt to complete the face-to-face assessment.
   - **iii.** Responder is unable to complete the assessment because the interaction at the individual's location is less than 8 minutes.
   - **iv.** Individual's file must contain documentation of what the responder attempted to do and why the assessment could not be completed.

h) **Infrastructure for face-to-face crisis response services.** Grant funds may be used to provide this service. Infrastructure includes, but is not limited to:
   - **i.** Hiring, training, and supervising staff who provide direct services to people experiencing a mental health crisis.
   - **ii.** Making staff available to respond to those in a crisis (on-call cost).
   - **iii.** Attendance at required State meetings and State funded trainings.
   - **iv.** Data gathering and analysis for program improvement and State reports.
   - **v.** Outreach to social services, schools and the general community.
   - **vi.** Educating the community about mental health and crisis services.

i) **Additional Ancillary Services and Expenses.** If the MA approved face-to- face assessment and intervention services have been provided, grant funds may also be used for the following services. These services are intended to be additions to the crisis services listed under Clause 2.1 and not to replace the services listed in Clause 2.1 or to be provided as stand-alone services:
   - **i.** **Rapid access to prescriber** is a practice of reserving a small number of prescriber appointments to allow individuals who are in crisis to be seen by a prescriber quickly. If the individual who uses the appointment has insurance that will pay for this service, the service is billed and grant funds are not used.
   - **ii.** **Benefit and Healthcare Linkage** is assistance to the person who experiences a crisis to access the financial and healthcare benefits that they are eligible for.
   - **iii.** **Travel expenses** allow individuals in crisis or following a crisis to access hospital or other care.

j) **Third Party Billing.** COUNTY is required to bill third parties for Crisis Services.
   - **i.** Each crisis response program must be certified as a MA crisis provider. Crisis

DRAFT

Response providers are expected to bill third party payers before accessing grants funds.

ii. COUNTY must be MA certified to access grant funds and bill as a crisis response provider for the population that COUNTY is serving. The only exception to this requirement is if COUNTY is a new mobile crisis program.

iii. If COUNTY is a new mobile crisis program, COUNTY may use grant funds to plan, hire and train for service provision. Submission of certification application must occur within three months of the grant award.

iv. Individuals and families being served should not be billed for Crisis Services until all other billing options have been exhausted.

k) **Case Manager Coordination.** Crisis Programs are expected to coordinate services with children's or adult mental health case managers. Informed consent agreements and crisis plan sharing are critical elements of this expectation with case managers. **This item must be addressed in Attachment A, Work Plan.**

l) **Crisis Services to Schools (for Crisis Providers who serve children).** Crisis Response Providers who serve children are expected to respond to crisis calls from schools. It is critical that Crisis Services establish good working relationships with the schools in their service area. Crisis programs should develop crisis protocols including informed consent statements developed with the school. These protocols assist students, school staff and parents when a mental health crisis occurs during school hours. **This item must be addressed in Attachment A, Work Plan.**

m) **Law Enforcement & Probation Officers.** Crisis programs must work with their local law enforcement and probation offices. Data from current crisis programs show few referrals from law enforcement and probation officers. It is critical that these entities are aware of their local crisis program, have good working relationship with their local crisis program, and know how and when to access crisis services. **This item must be addressed in Attachment A, Work Plan.**

n) **Outreach.** Crisis programs are expected to

i. Engage in widespread community awareness, outreach and training to schools, law enforcement, libraries, emergency departments, hospitals, and other systems of care and service within its region in order to educate about Crisis Services, when, and how to access Crisis Services,

ii. Offer alternatives to costly and restrictive inpatient stays and emergency department visits.

iii. Engage in outreach efforts to the public, and other communities, especially cultural and ethnic minority communities. **This item must be addressed in Attachment A, Work Plan.**

o) **Data Submission and Reporting.**

i. **Reporting**

1. COUNTY is responsible for reporting information regarding the services offered under this Contract.
2. The report deadlines are the last day of the month following the end of the quarter. For example, the first quarter in 2023 ends on March 31st. The reporting is expected by April 30th.
3. The Minnesota Health Information System (MHIS) reporting manual can be found on the DHS Adult Mental Health Website:

DRAFT

https://mn.gov/mnit/about-mnit/accessibility/

ii. Submission

1. A narrative report will be submitted on progress toward the goals and objectives identified in the Contract and a budget report of grant spending with the final version of the data sheet provided 30 days after the Contract expiration date.
2. The submissions should be emailed to dhs.cmhcrisis@state.mn.us.
3. COUNTY must also submit individual adult outcomes on the Mental Health Information System (MHIS).

p) State Meetings and Trainings. COUNTY will be expected to send representatives to the STATE hosted grantee meetings and trainings. Please budget the cost of attending two face-to-face meetings and one video conference for calendar year (CY) 2023-2024.

q) Fiscal Management Responsibilities

i. Supplanting. The use of Mental Health Crisis Grant funds to replace tribal, county or other funds that have been used to provide elements of crisis response services is prohibited.

r) Review of Financial Operations:

i. COUNTY must inform STATE of their internal monitoring procedures for the grant funds.

1. Where Crisis Services is subcontracted, the fiscal host COUNTY is responsible for proper accounting and financial recordkeeping by the subcontractor.

ii. Budget and Budget Review. The budget summaries submitted in the grant application shall act as COUNTY's budget when approved by STATE.

1. The operating budget shall be in accordance with the STATE approved budget.
2. If the COUNTY subcontracts Crisis Services, COUNTY must ensure that the subcontractor follows the budget submitted to STATE. The budget should total the STATE awarded contract amount.
3. The detail of each subcontractor budget should be maintained on file by COUNTY.
4. Shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
5. COUNTY must obtain written approval from the crisis response grant manager before changing any part of the budget.

iii. Audit Requirements. COUNTY must have an up-to-date accounting procedures manual describing financial management functions.

1. The crisis response grants must be accounted for under separate funding accounts identified within the accounting structure.
2. The accounting system must adequately identify receipts and expenditures for the crisis response grant. COUNTY must provide copies of current end of year financial statement if requested by STATE.

iv. Reporting Irregularities. COUNTY and their subcontractors are responsible for promptly notifying STATE of any illegal acts or irregularities and of

DRAFT

proposed and actual illegal actions, if any. Illegal acts and irregularities include conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.

2.3. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to: goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	**For service period:**
April 30	Prior quarter
July 31	Prior quarter
October 31	Prior quarter
January 31	Prior quarter

2.4 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
   a. COUNTY must obtain STATE written approval before changing any part of the budget.

DRAFT

b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one million thirty two thousand seventy three dollars** (**$1,032,073.00**).

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **As specified below**.

Service Period (annually)	Invoice Due Date (annually)
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 31	October 15
October 1 through December 31	January 15

b. Federal funds. N/A

4. CONDITIONS OF PAYMENT.

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- **a.** Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- **b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- **c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- **d.** Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or
- **e.** Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of

DRAFT

such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Christina Anderley** or successor. Phone and email: **651-431-3240, Christina.S.Anderley@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Terry Snyder** or successor. Phone and email: **218-327-2847, terry.snyder@co.itasca.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Eric Villeneuve** or successor. Phone and email: **218-327-2941, eric.villeneuve@co.itasca.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the

DRAFT

Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright

protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices,

DRAFT

informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this

DRAFT

certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may

DRAFT

decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

DRAFT

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

DRAFT

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

DRAFT

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A.

By:_____

Date:_____

Contract No:_____

2. **COUNTY**

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By:_____

Title:_____

Date:_____

3. **STATE AGENCY**

By (with delegated authority):_____

Title:_____

Date:_____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

DRAFT

Attachment A: Work Plan
Tasks are to begin on the date this Contract is executed and will be ongoing through Contract expiration date.

Program Area	How would you like to improve this area? (What is your goal?)	Previous Barriers (connect with the chosen goal in column B)	Steps to Reach Goal (Mention specific agencies or individuals who will be involved, & frequency of activities)	How will you know you've been successful? (Please be specific and quantify with # or %)	How will you monitor whether the goal is being met? (Please give specific schedule to monitor)
Coordination and Improved Access (including coordination with text messaging suicide response service regional coordinators)	The mobile crisis team will receive more referrals from community agencies, (clergy, Law Enforcement (LE), Veterans, and schools) requesting assessments in the community or in our new Crisis Response Team (CRT) Walk In Assessment Center, in efforts to reduce voidable utilization of Emergency Rooms.	Previous barriers where related to COVID restrictions, lack of staffing time, reprogramming community members and providers of new access points rather than previous practices.	The CRT will engage with community referral agencies, and county consumer and parent groups regarding access to CRT assessment and intervention in community locations: LE, LAC, NAMI, VSO, Community Mental Health Team, and Providers quarterly.	The crisis team will receive at least 6 additional referrals a month from community providers, consumers, Veterans, or families requesting assessments in the community.	The referral outcomes will be reviewed monthly (5th day of following month) to evaluate number of referrals received and to identify the referral source. All data is kept within the E.H.R. system and the call center iCarol data management system.

Coordinator and Improved Access (B) (Being intentional and seeking after a group, culture, community, or underserved population(s) to increase access and outcomes.)	The MCR will receive an increase in referrals from Schools who are experiencing Threats, and VSMF's (Our target population for this year)	Vast majority of time spend servicing hospital and clinics discharges. Not being far enough into our VCRT to be prepared for being intentional with their families	Attend monthly meetings with the school Threat Assessment Teams. Quarterly meeting with school counselors and school intake staff	MCR will receive at least 2 additional referrals per month from members of this target population.	The referral outcomes will be reviewed monthly (5th day of following month) to evaluate number of referrals received and to identify the referral source. All data is kept within the E.H.R. system and the call center iCarol data management system.
Conversion Rate (complete if your conversion rate for children's and/or adults is below 30 percent)					
Outreach (Education about services and how to access services targeted at general public, schools, law enforcement, etc.)	Increase outreach educational efforts throughout our county regarding access to CRT services with an emphasis on promotion of crisis services through social media platforms.	Underutilization of E-Advertising. Lack of utilization of a media consultant.	Continue conducting mass email campaign, radio ad campaign, tear card distribution, speaking engagements, Facebook, Chat, Snap Chat, Interactive Websites. Add E-boards.	Increased knowledge of MCR services, increased 1st time callers.	The referral outcomes will be reviewed monthly (5th day of following month) to evaluate number of referrals received and to identify the referral source. All data is kept within the E.H.R. system and the call center iCarol data management system.
Staff Training	Increase Staff training to include mandatory PsychArmor for all staff.	No previous barriers. Were unaware of the program.	Offer training modules, monthly emails, training supports.	80% of all staff have completed training modules	Tracked within Team training link.

Parent, Youth, and Service User Involvement	Increase Interaction with Parent and Youth Provider Agencies to promote user involvement with MCR Services.	Limited outreach during COVID	Continue to attend quarterly stakeholder meetings, (12) NAMI and (9) LAC meetings. 2x meetings per year with TCM groups hosted by ICHHS.	CRT annual report card will reflect family and user involvement and response to service.	CRT Report card issued and results archive and then shared with stakeholders.
Development and Sustainability	Ensuring a smooth transition into the 988 system, accessibility and sustainability of that system.	988 did not exist.	Continue to be a stakeholder at the table, continue PSAP attendance, and continue customizing systems to match 988 interface.	The number of 988 calls successfully reaching and processed through our system will increase monthly.	The referral outcomes will be reviewed monthly (5th day of following month) to evaluate number of referrals received and to identify the referral source. All data is kept within the iCarol System.

DRAFT

ATTACHMENT B: BUDGET

Part 6(b): Budget Expenditures YEAR 1			
January 1, 2023 to December 31, 2023			
FTEs and $			**Budget Narratives**
Crisis Response Services	**Total FTE**	**Total Amount**	**Crisis Response Service Narratives**
MH Professional(s)			
MH Practitioner(s)	0.68	$47,858.00	$34.00 (average DTCRT wage) x 1.0 staff (1407.6 hrs / 1 year) of DT coverage which includes pager time.
MH Rehab Worker(s) (Adult Stabilization only)			
Rapid Access Psychiatrist Slots			
Certified Peer Specialist (Adults Only)			
Staff Benefits and Payroll Taxes			
On-Call Staff (if used)	**Total FTE**	**Total Amount**	**On-Call Staff Narratives**
MH Professionals	0.25	$22,586.00	491 Hours x 1 staff x 1 year @ $46.00 per hour for PM coverage, CIT and Clinical Supervision.
MH Practitioners	12.50	$309,774.00	24 PTE contracted staff @ $34.00 (average wage) for 379.62 hours each (9111 hours per year for 1 year). Includes annual Training Conference=24 MCR x 12 hours @ $34.00. Annual Trainings will be completed by 04/22.
Mental Health Rehabilitation Workers			
Certified Peer Specialist (Adults Only)			
Staff Benefits and Payroll Taxes			
Total Mobile and On-call Program FTEs & costs	13.43	$380,218.00	
Phone Triage and Dispatch	**Total FTE**	**Total Amount**	**Phone Triage and Dispatch Staff Narratives**
MH Professional(s)			
MH Practitioner(s)			
MH Rehab Worker(s)			
Certified Peer Specialist			
Other Trained staff	4.21	$30,000.00	24/7/365 Triage, Screening and Dispatch services. Costs=annual call volume. Staff of call center share responsibility of facilitating crisis dispatch line. 8760 hrs by 14 PTE staff x 625.71 hrs x 3.424 per hour= $29994.24 (r/up to $30,000.00).
Staff Benefits and Payroll Taxes			
Total Triage and Dispatch FTE & costs	4.21	$30,000.00	
A) Total Program Staff Wages →		$410,218.00	
Administrative/Support Staff	**Total FTE**	**Total Amount**	**Administrative/Support Staff Narratives**

Data Collection/ Administrative Support			
Fiscal support staff			
Grant management/monitoring			
Staff Benefits and Payroll Taxes			
Other (Specify below)			
		$0.00	
		$0.00	
B) Total Admin Staff Wages →	0.00	$0.00	
* FTE = Full Time Equivalent based upon 40 hours per week			
Total Staff Wages -Total Program & Admin/Support Staff Wages from above (A+B)	17.64	$410,218.00	

Other Administrative Costs		***Total Amount***	**Other Administrative Cost Narratives**
Staff Orientation/Training*		$16,000.00	Educators to provide (12 hours per year) Annual 2-day EBP CRT training. Hotels=17 x 224.00=3808.00 Food= 5024.50, Trainers=2 @ 1500.00=3,000.00. Mileage 1260 miles@.625=787.50. Trng Books/Supplies 24 sets @ 140.80 = 3380.00
Staff Travel		$3,250.00	Federal mileage reimbursement at $ .625 per mile for community based response throughout greater Itasca County, Hotel and per diems. (5200 miles per year $3250.00 per year).
Transportation to hospital, appointments etc.		$0.00	N/A
Occupancy (rent, mortgage, facility improvements)		$0.00	N/A
Utilities (heat, electric, phone)		$5,376.00	4 Phones (non-Itasca County) @ $52.00 per month x 12 months ($2,496.00). 6 i-Pads monthly service $40.00 x 12 months ($2,880.00). i-Pads specific to rural service delivery and tele-health
Equipment		$14,000.00	Equipment replacement costs for phones =4400.00 , charging cords 300.00, replacement screens 600.00, signal boosters 500.00, protective cases 200.00, computer bags 200.00, replacement yogo tablets 7800.00 ($14,000.00 per year).
Supplies		$6,500.00	Supplies necessary to equip mobile bags with tools Stab tools 1000.00, co-pay assist 2000.00, hygiene articles 500.00, emergent items for homeless clients 2000.00, smart phones for Tele-health provision 1000.00 = 10,000.00

Insurance/Liability		$2,450.00	FCFH portion of Professional Liability back-up Insurance for practitioners required to conduct work 12 months
Other (Please specify below)			
Electronic Health Record, Electronic Resource Sites and 24/7 IT Tablet Support.		$18,650.00	$1,200.00 per month (12 months) E.H.R. System, $3,000.00 (1/yr) System Customizing, $1,000.00 (1/yr) computer/ contract support. 250.00 (1/yr) StableEmbrace Website Maintenance.
Tele-Health Connectivity		$2,700.00	Zoom/Corp connectivity subscription $210.00 x 12 months (2,520.00). Chatra 180.00 annual x 1/yr ($180.00.)
C) Total Other Administrative Costs →		$68,926.00	
Public Outreach/Education			**Other Administrative Cost Narratives**
Type of Public Education/Outreach		**Total Amount**	
Purchased advertising costs		$973.00	Staff recruitment ads, community awareness campaign (Telehealth) 973.00 per year x 1.
Flyers, leaflets, magnets, pens, etc.		$1,500.00	CRT tearcards, posters for outreach efforts (1500.00 per year)
Other (specify)			
D) Total Public Outreach/Education Costs →		$2,473.00	
Residential Costs (Adults Only)			**Residential Costs (Adults Only) Narratives**
Residential Crisis Stabilization Per Diem (Adult only)		$0.00	N/A
E). Total Residential Costs →		$0.00	
Total Expenditures (Sum of A, B, C, D, and E) →		$481,617.00	
Grant Request Amount→	**$481,617.00**		
Projected Revenue from Billing		$20,000.00	These amounts are reflected in above numbers and do not impact total award amount.
Other Revenue		$304,049.00	These amounts are reflected in above numbers and do not impact total award amount.

Part 6(b): Budget Expenditures YEAR 2			
January 1, 2024 to December 31, 2024			
FTEs and $			**Budget Narratives**
Crisis Response Services	**Total FTE**	**Total Amount**	**Crisis Response Service Narratives**
MH Professional(s)			
MH Practitioner(s)	0.68	$47,858.00	$34.00 (average DTCRT wage) x 1.0 staff (1407.6 hrs / 1 year) of DT coverage which includes pager time.
MH Rehab Worker(s) (Adult Stabilization only)			
Rapid Access Psychiatrist Slots			
Certified Peer Specialist (Adults Only)			
Staff Benefits and Payroll Taxes			
On-Call Staff (if used)	**Total FTE**	**Total Amount**	**On-Call Staff Narratives**
MH Professionals	0.25	$22,586.00	491 Hours x 1 staff x 1 year @ $46.00 per hour for PM coverage, CIT and Clinical Supervision.
MH Practitioners	12.50	$322,626.00	24 Contracted MCR staff 24/7/365 @ $34.00 (average wage) for 431 hours each (9489 hours per year for 1 year). Includes annual Training Conference=24 MCR x 12 hours @ $34.00. Annual Trainings will be completed by 04/22. 332,626.00.
Mental Health Rehabilitation Workers			
Certified Peer Specialist (Adults Only)			
Staff Benefits and Payroll Taxes			
Total Mobile and On-call Program FTEs & costs	13.43	$393,070.00	
Phone Triage and Dispatch	**Total FTE**	**Total Amount**	**Phone Triage and Dispatch Staff Narratives**
MH Professional(s)			
MH Practitioner(s)			
MH Rehab Worker(s)			
Certified Peer Specialist			
Other Trained staff	4.21	$30,000.00	24/7/365 Triage, Screening and Dispatch services. Costs=annual call volume. Staff of call center share responsibility of facilitating crisis dispatch line. 8760 hrs by 14 PTE staff x 625.71 hrs x 3.424 per hour= $29994.24 (r/up to $30,000.00).
Staff Benefits and Payroll Taxes			
Total Triage and Dispatch FTE & costs	4.21	$30,000.00	
A) Total Program Staff Wages →		$423,070.00	
Administrative/Support Staff	**Total FTE**	**Total Amount**	**Administrative/Support Staff Narratives**
Data Collection/ Administrative Support			
Fiscal support staff			
Grant management/monitoring			

Staff Benefits and Payroll Taxes			
Other (Specify below)			
B) Total Admin Staff Wages →	0.00	$0.00	
* FTE = Full Time Equivalent based upon 40 hours per week			
Total Staff Wages -Total Program & Admin/Support Staff Wages from above (A+B)	17.64	$423,070.00	
Other Administrative Costs		***Total Amount***	**Other Administrative Cost Narratives**
Staff Orientation/Training*		$19,000.00	Educators to provide (12 hours per year) Annual 2-day EBP CRT training. Hotels=17 x 224.00=3808.00 Food= 5024.50, Trainers=4 @ 1500.00=6,000.00. Mileage 1260 miles@.625=787.50. Trng Books/Supplies 24 sets @ 140.80 = 3380.00
Staff Travel		$6,500.00	Federal mileage reimbursement at $ .625 per mile for community based response throughout greater Itasca County, Hotel and per diems. (10400 miles per year $6500.00 per year).
Transportation to hospital, appointments etc.		$0.00	N/A
Occupancy (rent, mortgage, facility improvements)		$0.00	N/A
Utilities (heat, electric, phone)		$5,376.00	4 Phones (non-Itasca County) @ $52.00 per month x 12 months ($2,496.00). 6 i-Pads monthly service $40.00 x 12 months ($2,880.00). i-Pads specific to rural service delivery and tele-health
Equipment		$14,000.00	Equipment replacement costs for phones =4400.00 , charging cords 300.00, replacement screens 600.00, signal boosters 500.00, protective cases 200.00, computer bags 200.00, replacement yogo tablets 7800.00 ($14,000.00 per year).
Supplies		$10,000.00	Supplies necessary to equip mobile bags with tools Stab tools 1000.00, co-pay assist 4500.00, hygiene articles 500.00, emergent items for homeless clients 3000.00, smart phones for Tele-health provision 1000.00 = 10,000.00
Insurance/Liability		$2,450.00	FCFH portion of Professional Liability back-up Insurance for practitioners required to conduct work 12 months
Other (Please specify below)			

Electronic Health Record, Electronic Resource Sites and 24/7 IT Tablet Support.		$24,400.00	$1,200.00 per month (12 months) E.H.R. System, $3,000.00 (1/yr) System Customizing, $5,000.00 (1/yr) computer/ contract support. 2,000.00 (1/yr) StableEmbrace Website Maintenance.
Tele Health Connectivity		$2,700.00	Zoom/Corp connectivity subscription $210.00 x 12 months (2,520.00). Chatra 180.00 annual x 1/yr ($180.00.)
C) Total Other Administrative Costs →		$84,426.00	
Public Outreach/Education			**Other Administrative Cost Narratives**
Type of Public Education/Outreach		**Total Amount**	
Purchased advertising costs		$2,000.00	Staff recruitment ads, community awareness campaign (Telehealth) 2,000.00 per year x 1.
Flyers, leaflets, magnets, pens, etc.		$1,590.00	CRT tearcards, posters for outreach efforts (1590.00 per year)
Other (specify)			
D) Total Public Outreach/Education Costs →		$3,590.00	
Residential Costs (Adults Only)			**Residential Costs (Adults Only) Narratives**
Residential Crisis Stabilization Per Diem (Adult only)		$39,370.00	Uncompensated Care DA/RCS 1064.04 x 37 days= 39369.48 (rounded up to $ 39,370.00).
E). Total Residential Costs →		$39,370.00	
Total Expenditures (Sum of A, B, C, D, and E) →		$550,456.00	
Grant Request Amount→	**$550,456.00**		
Projected Revenue from Billing			
Other Revenue			

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2891

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
Contract for IMCare Medical Director

BOARD ACTION REQUESTED:
Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Jermey Carlson, for Medical Director Services.

BACKGROUND:
IMCare is required by law to have a Medical Director. This has been previously reviewed and approved by the County Attorney.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Dr Carlson Agreement 03-2023
2. EXHIBIT A-Medical Director 04-2021

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2892

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
Contract for IMCare Quality Improvement Advisor Services

BOARD ACTION REQUESTED:
Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Peter Friedlieb for Quality Improvement Advisor Services.

BACKGROUND:
IMCare is required to have a Medical Director. Peter Friedlieb was the Interim Medical Director. Now that IMCare has found a permanent Medical Director, this is changing his contract back to what it was for Quality Improvement Advisor Services. This agreement has been previously reviewed and approved by the County Attorney.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 2023 DR Friedlieb QI ADVISOR POS AGREEMENT 2023
2. Dr Friedlieb EXHIBIT A-QI Advisor 2023

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2899

DEPARTMENT: Assessor
PRESENTER: Amber Peratalo

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Schedule the 2023 County Board of Appeal and Equalization

BOARD ACTION REQUESTED:
Schedule the 2023 County Board of Appeal and Equalization meeting on Thursday, June 15, 2023 at 1:00 pm with 15 minute appointments available from 1:15 pm until 7:15 pm and Friday, June 16, 2023 from 10:00 am until 2:00 pm and Wednesday, June 21, 2023 from 1:00 until 5:00 p.m., only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Friday, June 16th or Wednesday, June 21st meetings unless there is no availability to schedule for the Thursday, June 15th meeting.

BACKGROUND:
Per the Minnesota Department of Revenue, available dates for the County Board of Appeal and Equalization in 2023 would be Monday, June 12th through Friday, June 23rd.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2874

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
TH 2 / CSAH 63 Intersection - Final Payment Contract 66322

BOARD ACTION REQUESTED:
Approve final payment for Contract 66322 - TH 2 / CSAH 63 Intersection Project and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:
KGM Contractors, Inc. has completed the project and it is recommended that final payment be processed.

Bid Amount: $927,662.17
Final Amount: $915,172.70

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. FINAL DOCUMENTS

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

County of Itasca

Project No.: SAP 031-663-022, SAP 031-663-024

Contract No.: 66322

The County Board of Itasca County hereby recognizes that the work done by KGM Contractors, Inc. of Angora, MN, under contract with Itasca County, made and entered into on July 13, 2021, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2023

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-663-022 & SAP 031-663-024

Name of Contractor: KGM Contractors, Inc.

Contract No.: 66322

Total Value of Work: $ 915,172.70

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

2-2-2023
Date

Karin Grandia
County Highway Engineer
Karin Grandia

Contract Number: 66322
Pay Request Number: 5

Project Number	Project Description
031-663-022	TH 2/CSAH 63 Traffic Control Signal System

Contractor:	KGM Contractors, Inc. 9211 Hwy 53 Angora, MN 55703	**Vendor Number:** **Up To Date:**	000128780 11/21/2022

Contract Amount		**Funds Encumbered**	
Original Contract	$488,500.00	Original	$488,500.00
Contract Changes	$0.00	Additional	N/A
Revised Contract	$488,500.00	Total	$488,500.00

Work Certified To Date	
Base Bid Items	$488,500.00
Contract Changes	$0.00
Material On Hand	$0.00
Total	$488,500.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$3,300.00	$488,500.00	$0.00	$460,940.00	$27,560.00	$488,500.00
	Percent: Retained: 0%			Percent Complete: 100%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Ryan Dahlke
County/City/Project Engineer

Date 2/1/2023

Approved By KGM Contractors, Inc.
Contractor Pauline Pustheshy

Date 12-28-22

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-06-06	$122,700.00	$6,135.00	$116,565.00
2	2022-06-22	$154,272.96	$7,713.65	$146,559.31
3	2022-07-05	$149,045.28	$7,452.26	$141,593.02
4	2022-07-19	$59,181.76	$2,959.09	$56,222.67
5	2022-11-21	$3,300.00	($24,260.00)	$27,560.00

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Participating		$488,500.00	$0.00	$460,940.00	$27,560.00	$488,500.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
S.A.P. 031-663-022	Regular (CSAH)	$14,751.91	$232,338.01	$232,338.01	$232,338.01
SP 3103-69 LPP	MNDOT	$12,808.09	$256,161.99	$256,161.99	$256,161.99

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/000 010	MOBILIZATION	LS	$42,000.00	1	0	$0.00	1	$42,000.00
Base Bid	2	2011.601/010 000	AS BUILT	LS	$3,300.00	1	1	$3,300.00	1	$3,300.00
Base Bid	3	2104.502/010 390	REMOVE SIGNAL SYSTEM	EACH	$19,000.00	1	0	$0.00	1	$19,000.00
Base Bid	4	2563.601/000 010	TRAFFIC CONTROL	LS	$7,700.00	1	0	$0.00	1	$7,700.00
Base Bid	5	2565.501/000 040	EMERGENCY VEHICLE PREEMPTION SYSTEM	LS	$16,500.00	1	0	$0.00	1	$16,500.00
Base Bid	6	2565.516/000 010	TRAFFIC CONTROL SIGNAL SYSTEM	SYS	$325,000.00	1	0	$0.00	1	$325,000.00
Base Bid	7	2565.616/000 300	TEMPORARY SIGNAL SYSTEM	SYS	$75,000.00	1	0	$0.00	1	$75,000.00
Base Bid Totals:								**$3,300.00**		**$488,500.00**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
031-663-022	PARTICIPATING	$3,300.00	$488,500.00

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									**$0.00**		**$0.00**

Contract Change Totals

Number	Description	Effective Date	Amount

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining
6	2565.516/00 010	TRAFFIC CONTROL SIGNAL SYSTEM	2022-06-22	1 SYS $154,272.96	1 SYS $154,272.96	0 SYS $0.00

Contract Total	**$488,500.00**

Contract Number: 66322
Pay Request Number: 6

Project Number	Project Description
031-663-024	SAP 031-663-024 REMOVALS, GRADING, BITUMINOUS MILLING, BITUMINOUS PAVING, CONCRETE CURB AND GUTTER, CONCRETE WALK, CULVERT, SIGNING, STRIPING AND TURF ESTABLISHMENT

Contractor:	KGM Contractors, Inc. 9211 Hwy 53 Angora, MN 55703	**Vendor Number:** **Up To Date:**	000128780 01/20/2023

Contract Amount		**Funds Encumbered**	
Original Contract	$439,162.17	Original	$439,162.17
Contract Changes	$0.00	Additional	N/A
Revised Contract	$439,162.17	Total	$439,162.17

Work Certified To Date	
Base Bid Items	$426,672.70
Contract Changes	$0.00
Material On Hand	$0.00
Total	$426,672.70

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$2,641.00	$426,672.70	$0.00	$402,830.11	$23,842.59	$426,672.70
	Percent: Retained: 0%			Percent Complete: 97.16%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Ryan D

County/City/Project Engineer

Date 2/1/2023

Approved By KGM Contractors, Inc.

Contractor Pauline Rutchasky

Date 1-31-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-06-06	$123,130.06	$6,156.50	$116,973.56
2	2022-06-21	$206,032.42	$10,301.62	$195,730.80
3	2022-07-05	$53,047.86	$2,652.40	$50,395.46
4	2022-07-19	$29,425.36	$1,471.27	$27,954.09
5	2022-08-16	$12,396.00	$619.80	$11,776.20
6	2023-01-20	$2,641.00	($21,201.59)	$23,842.59

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Multi-Use Trail		$144,050.85	$0.00	$136,848.31	$7,202.54	$144,050.85
Roadway		$240,836.85	$0.00	$226,286.05	$14,550.80	$240,836.85
Storm Sewer		$41,785.00	$0.00	$39,695.75	$2,089.25	$41,785.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
S.A.P. 031-663-024 (ROADWAY)	Regular (CSAH)	$14,550.80	$257,911.72	$257,911.72	$240,836.85
S.A.P. 031-663-024 (STORM SEWER)	Regular (CSAH)	$2,089.25	$42,157.00	$42,157.00	$41,785.00
S.A.P. 031-663-024 (TRAIL)	Local	$7,202.54	$139,093.45	$139,093.45	$144,050.85

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601/0003	CONSTRUCTION SURVEYING	LS	$10,500.00	1	0	$0.00	1	$10,500.00
Base Bid	2	2021.601/0010	MOBILIZATION	LS	$56,000.00	1	0	$0.00	1	$56,000.00
Base Bid	3	2101.601/0020	CLEARING & GRUBBING	LS	$4,300.00	1	0	$0.00	1	$4,300.00
Base Bid	4	2101.624/0040	CLEARING	TREE	$300.00	27	0	$0.00	27	$8,100.00
Base Bid	5	2101.624/0050	GRUBBING	TREE	$300.00	27	0	$0.00	27	$8,100.00
Base Bid	6	2102.603/0010	PAVEMENT MARKING REMOVAL	L F	$2.20	2710	0	$0.00	2169	$4,771.80
Base Bid	7	2104.602/0460	REMOVE WOOD POST	EACH	$225.00	1	0	$0.00	1	$225.00
Base Bid	8	2104.602/0820	REMOVE CASTING	EACH	$350.00	1	0	$0.00	1	$350.00
Base Bid	9	2104.602/0240	REMOVE SIGN TYPE C	EACH	$45.00	3	0	$0.00	3	$135.00
Base Bid	10	2104.602/0300	REMOVE SIGN TYPE SPECIAL	EACH	$83.00	1	0	$0.00	1	$83.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	11	2104.502/01940	REMOVE MAIL BOX SUPPORT	EACH	$55.00	1	0	$0.00	1	$55.00
Base Bid	12	2104.502/03450	SALVAGE SIGN PANEL TYPE C	EACH	$375.00	1	0	$0.00	1	$375.00
Base Bid	13	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.50	931	0	$0.00	941.5	$3,295.25
Base Bid	14	2104.503/00200	SAWING BITUMINOUS PAVEMENT	L F	$3.25	426	0	$0.00	426	$1,384.50
Base Bid	15	2104.503/00255	REMOVE PIPE CULVERTS	L F	$15.00	61	0	$0.00	61	$915.00
Base Bid	16	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	$5.50	473	0	$0.00	477.7	$2,627.35
Base Bid	17	2105.507/00015	COMMON EXCAVATION (P)	C Y	$25.00	314	0	$0.00	314	$7,850.00
Base Bid	18	2105.607/00150	GRANULAR BORROW (CV)	C Y	$38.00	214	0	$0.00	214	$8,132.00
Base Bid	19	2105.607/00520	RAILROAD TRACK BALLAST	C Y	$55.00	50	0	$0.00	50	$2,750.00
Base Bid	20	2112.604/00010	SUBGRADE PREPARATION	S Y	$2.00	927	0	$0.00	927	$1,854.00
Base Bid	21	2118.507/00150	AGGREGATE SURFACING (CV) CLASS 5	C Y	$88.00	20	0	$0.00	20	$1,760.00
Base Bid	22	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	C Y	$42.00	83	0	$0.00	83	$3,486.00
Base Bid	23	2231.604	BITUMINOUS PATCH SPECIAL 1	SQ YD	$42.00	56	0	$0.00	56	$2,352.00
Base Bid	24	2231.604	BITUMINOUS PATCH SPECIAL 2	SQ YD	$36.00	477	0	$0.00	477	$17,172.00
Base Bid	25	2231.604	BITUMINOUS PATCH SPECIAL 3	SQ YD	$39.00	33	0	$0.00	33	$1,287.00
Base Bid	26	2231.604	BITUMINOUS PATCH SPECIAL 4	SQ YD	$19.00	200	139	$2,641.00	139	$2,641.00
Base Bid	27	2232.504/00040	MILL BITUMINOUS SURFACE (1.5")	S Y	$5.50	271	0	$0.00	271	$1,490.50
Base Bid	28	2232.504/00080	MILL BITUMINOUS SURFACE (2.5")	S Y	$6.00	1990	0	$0.00	1990	$11,940.00
Base Bid	29	2360.509/13300	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$93.00	559	0	$0.00	424.26	$39,456.18
Base Bid	30	2451.607/00350	CRUSHED ROCK (CV)	C Y	$62.00	6	0	$0.00	0	$0.00
Base Bid	31	2501.502/05024	24" RC PIPE APRON	EACH	$1,625.00	1	0	$0.00	1	$1,625.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	32	2501.502/36 018	18" CS SAFETY APRON	EACH	$1,075.00	2	0	$0.00	2	$2,150.00
Base Bid	33	2501.503/12 018	18" CS PIPE CULVERT	L F	$120.00	30	0	$0.00	30	$3,600.00
Base Bid	34	2503.503/19 155	15" RC PIPE SEWER DES 3006 CL V	L F	$155.00	18	0	$0.00	18	$2,790.00
Base Bid	35	2503.503/19 245	24" RC PIPE SEWER DES 3006 CL V	L F	$185.00	102	0	$0.00	102	$18,870.00
Base Bid	36	2503.602/00 320	CONNECT TO EXISTING STORM SEWER	EACH	$1,950.00	1	0	$0.00	1	$1,950.00
Base Bid	37	2506.502/00 070	CONST DRAINAGE STRUCTURE DESIGN G	EACH	$4,250.00	1	0	$0.00	1	$4,250.00
Base Bid	38	2506.502/03 020	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	$7,100.00	1	0	$0.00	1	$7,100.00
Base Bid	39	2506.502/06 000	CASTING ASSEMBLY	EACH	$1,100.00	3	0	$0.00	3	$3,300.00
Base Bid	40	2506.602/06 260	SEAL MANHOLE OR CATCH BASIN	EACH	$3,000.00	1	0	$0.00	1	$3,000.00
Base Bid	41	2511.504/00 014	GEOTEXTILE FILTER TYPE 4	S Y	$5.50	92.4	0	$0.00	92.4	$508.20
Base Bid	42	2511.507/00 014	RANDOM RIPRAP CLASS III	C Y	$82.00	24.8	0	$0.00	24.8	$2,033.60
Base Bid	43	2521.518/00 060	6" CONCRETE WALK	S F	$11.00	1760	0	$0.00	1760	$19,360.00
Base Bid	44	2521.518/00 080	8" CONCRETE WALK	S F	$20.00	651	0	$0.00	835	$16,700.00
Base Bid	45	2531.503/04 118	CONCRETE CURB & GUTTER DESIGN D418	L F	$55.00	278	0	$0.00	278	$15,290.00
Base Bid	46	2531.604/00 110	CONCRETE DRAINAGE FLUME	S Y	$200.00	11	0	$0.00	11	$2,200.00
Base Bid	47	2531.618/00 010	TRUNCATED DOMES	S F	$55.00	124	0	$0.00	137	$7,535.00
Base Bid	48	2540.602/00 145	MAIL BOX	EACH	$30.00	2	0	$0.00	2	$60.00
Base Bid	49	2540.602/00 150	MAIL BOX SUPPORT	EACH	$110.00	2	0	$0.00	2	$220.00
Base Bid	50	2545.601/00 130	RELOCATE BURIED POWER CABLE	LS	$3,000.00	1	0	$0.00	1	$3,000.00
Base Bid	51	2554.603/05 579	RAISE GUARDRAIL	L F	$16.00	817	0	$0.00	817	$13,072.00
Base Bid	52	2557.503/00 822	WIRE FENCE DESIGN 42V-9322	L F	$190.00	57	0	$0.00	57	$10,830.00
Base Bid	53	2563.601/00 010	TRAFFIC CONTROL	LS	$15,000.00	1	0	$0.00	1	$15,000.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	54	2564.502/00113	INSTALL SIGN PANEL TYPE C	EACH	$360.00	1	0	$0.00	1	$360.00
Base Bid	55	2564.518/00130	SIGN PANELS TYPE C	S F	$120.00	48	0	$0.00	48	$5,760.00
Base Bid	56	2564.518/00180	SIGN PANELS TYPE SPECIAL	S F	$44.00	9	0	$0.00	9	$396.00
Base Bid	57	2571.524/05060	CONIFEROUS TREE 6' HT B&B	TREE	$1,100.00	5	0	$0.00	5	$5,500.00
Base Bid	58	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	$1,825.00	1	0	$0.00	1	$1,825.00
Base Bid	59	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	$275.00	2	0	$0.00	2	$550.00
Base Bid	60	2573.502/00140	CULVERT END CONTROLS	EACH	$275.00	4	0	$0.00	4	$1,100.00
Base Bid	61	2573.503/00020	SILT FENCE, TYPE HI	L F	$3.85	767	0	$0.00	722	$2,779.70
Base Bid	62	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	L F	$4.40	616	0	$0.00	658	$2,895.20
Base Bid	63	2574.505/00020	SOIL BED PREPARATION	ACRE	$1,100.00	0.25	0	$0.00	0.25	$275.00
Base Bid	64	2574.507/00100	COMMON TOPSOIL BORROW	C Y	$32.00	157	0	$0.00	157	$5,024.00
Base Bid	65	2574.508/00014	FERTILIZER TYPE 4	LB	$1.40	29.9	0	$0.00	29.9	$41.86
Base Bid	66	2575.505/00021	SEEDING	ACRE	$5,500.00	0.25	0	$0.00	0.25	$1,375.00
Base Bid	67	2575.505/00035	MOWING	ACRE	$1,100.00	0.49	0	$0.00	0	$0.00
Base Bid	68	2575.505/00040	WEED SPRAYING	ACRE	$5,500.00	0.13	0	$0.00	0	$0.00
Base Bid	69	2575.506/00010	WEED SPRAY MIXTURE	GAL	$1,100.00	0.13	0	$0.00	0	$0.00
Base Bid	70	2575.508/21112	MNDOT SEED MIXTURE MNST 12	LB	$33.00	43.5	0	$0.00	43.5	$1,435.50
Base Bid	71	2575.601/00030	EROSION CONTROL	LS	$2,750.00	1	0	$0.00	1	$2,750.00
Base Bid	72	2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	$3.00	1067	0	$0.00	1110	$3,330.00
Base Bid	73	2582.503/40104	4" SOLID LINE MULTI COMP GR IN (WR)	L F	$2.70	1068	0	$0.00	0	$0.00
Base Bid	74	2582.503/40106	6" SOLID LINE MULTI COMP GR IN (WR)	L F	$3.00	1176	0	$0.00	2133	$6,399.00
Base Bid	75	2582.503/40112	12" SOLID LINE MULTI COMP GR IN (WR)	L F	$15.00	28	0	$0.00	15	$225.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	76	2582.503/40124	24" SOLID LINE MULTI COMP GR IN (WR)	L F	$22.00	133	0	$0.00	133	$2,926.00
Base Bid	77	2582.503/40404	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	L F	$5.50	1068	0	$0.00	1026	$5,643.00
Base Bid	78	2582.518/02040	PAVT MSSG MULTI COMP GR IN (WR)	S F	$19.00	543.74	0	$0.00	543.74	$10,331.06
Base Bid	79	2582.518/06040	CROSSWALK MULTI COMP GR IN (WR)	S F	$12.00	660	0	$0.00	660	$7,920.00
Base Bid Totals:								**$2,641.00**		**$426,672.70**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
031-663-024	PARTICIPATING	$2,641.00	$426,672.70

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									**$0.00**		**$0.00**

Contract Change Totals

Number	Description	Effective Date	Amount

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	$426,672.70

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2877

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 59831 Final Payment - CR 149 Bridge Replacement

BOARD ACTION REQUESTED:
Approve final payment for Contract 59831 - CR 149 Bridge Replacement, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:
Gerit Hanson Contracting, Inc. has completed the bridge replacement project on CR 149 and it is recommended that final payment be processed.

Bid Amount: $903,861.64
Final Amount: $837,475.49

The project came in under budget primarily due to better subsoils than expected. There was not as much muck to be taken out (and replaced with better material) to complete the grading part of the project as originally planned.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CR 149 Bridge - Closeout Packet for Board

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

County of Itasca

Project No.: SAP 031-598-031

Contract No.: 59831

The County Board of Itasca County hereby recognizes that the work done by Gerit Hanson Contracting, Inc. of Blackduck MN, under contract with Itasca County, made and entered into on May 24, 2022, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2023

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-598-031
CR 149 – Bridge Replacement

Name of Contractor: Gerit Hanson Contracting, Inc.

Contract No.: 59831

Total Value of Work: $837,475.49

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

1-23-23
Date

Karin Grandia
County Highway Engineer
Karin Grandia, P.E.

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 59831
Pay Request Number: 9

Project Number	Project Description
SAP 031-598-031	CR 149 Bridge Replacement

Contractor:	Gerit Hanson Contracting, Inc. 18501 Boat Landing Rd. N.E. Blackduck, MN 56630-4438	**Vendor Number:** **Up To Date:**	N/A 12/09/2022

Contract Amount		**Funds Encumbered**	
Original Contract	$903,861.64	Original	$903,861.64
Contract Changes	$33,235.63	Additional	N/A
Revised Contract	$937,097.27	Total	$903,861.64

Work Certified To Date	
Base Bid Items	$755,034.86
Contract Changes	$82,440.63
Material On Hand	$0.00
Total	$837,475.49

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$837,475.49	$0.00	$795,601.72	$41,873.77	$837,475.49
	Percent: Retained: 0%			Percent Complete: 89.37%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Rachel Metelak

County/City/Project Engineer

1/23/23

Date

Approved By Gerit Hanson Contracting, Inc.

Contractor

1-20-23

Date

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-08-02	$142,135.77	$7,106.79	$135,028.98
2	2022-08-16	$149,979.00	$7,498.95	$142,480.05
3	2022-09-06	$190,889.42	$9,544.47	$181,344.95
4	2022-09-20	$114,060.00	$5,703.00	$108,357.00
5	2022-10-04	$48,581.10	$2,429.05	$46,152.05
6	2022-10-18	$93,417.22	$4,670.87	$88,746.35
7	2022-11-01	$63,526.22	$3,176.31	$60,349.91
8	2022-11-15	$34,886.76	$1,744.33	$33,142.43
9	2022-12-09	$0.00	($41,873.77)	$41,873.77

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Bridge - Bridge Bond Participating		$575,225.50	$0.00	$546,464.23	$28,761.27	$575,225.50
Grading - Non Bridge Bond Participating		$262,249.99	$0.00	$249,137.49	$13,112.50	$262,249.99

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Bridge Bonding	$28,583.60	$571,672.00	$571,672.00	$571,672.00
2	County Highway Preservation	$13,290.17	$345,741.93	$370,349.64	$265,803.49

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/00 010	MOBILIZATION	LS	$71,746. 00	1	0	$0.00	1	$71,746.00
Base Bid	2	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$10.00	24	0	$0.00	24	$240.00
Base Bid	3	2104.504/00 120	REMOVE BITUMINOUS PAVEMENT	S Y	$11.00	915	0	$0.00	915	$10,065.00
Base Bid	4	2105.507/00 330	SELECT GRANULAR BORROW MOD 10% (CV) (P)	C Y	$26.00	345	0	$0.00	345	$8,970.00
Base Bid	5	2106.507/00 010	EXCAVATION - COMMON (P)	C Y	$9.00	359	0	$0.00	359	$3,231.00
Base Bid	6	2106.507/00 030	EXCAVATION - MUCK	C Y	$12.50	3600	0	$0.00	1337	$16,712.50
Base Bid	7	2106.507/00 130	COMMON EMBANKMENT (CV) (P)	C Y	$9.00	1951	0	$0.00	1951	$17,559.00
Base Bid	8	2123.510/00 080	3.0 CU YD SHOVEL	HOUR	$150.00	10	0	$0.00	10	$1,500.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	9	2123.510/00130	DOZER	HOUR	$150.00	10	0	$0.00	10	$1,500.00
Base Bid	10	2211.509/00070	AGGREGATE BASE CLASS 5	TON	$28.00	1109	0	$0.00	1011.23	$28,314.44
Base Bid	11	2360.509/12300	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	$144.00	0	0	$0.00	0	$0.00
Base Bid	12	2401.503/08400	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	$98.00	141	0	$0.00	141	$13,818.00
Base Bid	13	2401.507/03643	STRUCTURAL CONCRETE (3B52) (P)	C Y	$1,125.00	58	0	$0.00	58	$65,250.00
Base Bid	14	2401.508/00011	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	$3.00	24180	0	$0.00	24180	$72,540.00
Base Bid	15	2401.601/00010	STRUCTURE EXCAVATION	LS	$10,000.00	1	0	$0.00	1	$10,000.00
Base Bid	16	2401.601/00060	SLOPE PREPARATION	LS	$10,000.00	1	0	$0.00	1	$10,000.00
Base Bid	17	2401.518/03642	BRIDGE SLAB CONCRETE (3Y42-M) (P)	S F	$32.00	2145	0	$0.00	2145	$68,640.00
Base Bid	18	2402.502/07061	FLOOR DRAIN TYPE B706 MODIFIED	EACH	$1,100.00	4	0	$0.00	4	$4,400.00
Base Bid	19	2402.502/08101	ELASTOMERIC BEARING PAD TYPE 1	EACH	$150.00	8	0	$0.00	8	$1,200.00
Base Bid	20	2405.503/00916	PRESTRESSED CONCRETE BEAMS 36M (P)	L F	$350.00	273	0	$0.00	273	$95,550.00
Base Bid	21	2405.503/05036	DIAPHRAGMS FOR TYPE 36M PREST BEAMS (P)	L F	$140.00	26	0	$0.00	26	$3,640.00
Base Bid	22	2442.501/00010	REMOVE EXISTING BRIDGE	LS	$30,000.00	1	0	$0.00	1	$30,000.00
Base Bid	23	2452.502/02095	C-I-P CONC TEST PILE 95 FT LONG 12"	EACH	$35,000.00	2	0	$0.00	2	$70,000.00
Base Bid	24	2452.502/20050	PILE POINTS 12"	EACH	$300.00	10	0	$0.00	10	$3,000.00
Base Bid	25	2452.502/20020	PILE REDRIVING	EACH	$1,500.00	4	0	$0.00	1	$1,500.00
Base Bid	26	2452.603/06120	C-I-P CONCRETE PILING 12"	L F	$45.00	680	0	$0.00	853.5	$38,407.50
Base Bid	27	2511.504/00017	GEOTEXTILE FILTER TYPE 7	S Y	$7.00	510	0	$0.00	532	$3,724.00
Base Bid	28	2511.507/00014	RANDOM RIPRAP CLASS III	C Y	$100.00	240	0	$0.00	239	$23,900.00
Base Bid	29	2563.601/00010	TRAFFIC CONTROL	LS	$4,000.00	1	0	$0.00	1	$4,000.00
Base Bid	30	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	$4,000.00	1	0	$0.00	0.75	$3,000.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	31	2573.503/00023	SILT FENCE, TYPE MS	L F	$2.69	3010	0	$0.00	2522	$6,784.18
Base Bid	32	2573.503/00031	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	$22.00	187	0	$0.00	200	$4,400.00
Base Bid	33	2575.501/00020	TURF ESTABLISHMENT	LS	$2,950.00	1	0	$0.00	1	$2,950.00
Base Bid	34	2575.504/00073	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$1.97	2792	0	$0.00	2792	$5,500.24
Base Bid	35	2575.504/00083	TURF REINFORCEMENT MAT CATEGORY 3	S Y	$12.00	91	0	$0.00	107	$1,284.00
Base Bid	36	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	$729.00	25	0	$0.00	0	$0.00
Base Bid	37	2582.503/10106	6" SOLID LINE PAINT	L F	$2.00	862	0	$0.00	1008	$2,016.00
Base Bid	38	2582.503/10204	4" BROKEN LINE PAINT	L F	$2.00	87	0	$0.00	1008	$2,016.00
Base Bid	39	2105.507/00360	COMMON BORROW (LV)	C Y	$16.50	5220	0	$0.00	2074	$34,221.00
Base Bid	40	2402.508/00010	STRUCTURAL STEEL (3306) (P)	LB	$8.00	457	0	$0.00	457	$3,656.00
Base Bid	41	2011.601/00003	CONSTRUCTION SURVEYING	LS	$9,800.00	1	0	$0.00	1	$9,800.00
Base Bid Totals:								**$0.00**		**$755,034.86**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 031-598-031	participating	$0.00	$575,225.50
SAP 031-598-031	nonparticipating	$0.00	$179,809.36

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-598-031	CO1	5	2106.507/00010 EXCAVATION - COMMON (P) (C Y)	$9.00	-16	($144.00)	ADJ				
SAP 031-598-031	CO1	6	2106.507/00030 EXCAVATION - MUCK (C Y)	$12.50	-300	($3,750.00)	ADJ				
SAP 031-598-031	CO1	7	2106.507/00130 COMMON EMBANKMENT (CV) (P) (C Y)	$9.00	-233	($2,097.00)	ADJ				
SAP 031-598-031	CO1	39	2105.507/00360 COMMON BORROW (LV) (C Y)	$16.50	-435	($7,177.50)	ADJ				

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-598-031	CO2	45	1402.5 TERO FEES (LUMP SUM)	$26,720.79	1	$26,720.79	ITM	$0.00	$0.00	1	$26,720.79
SAP 031-598-031	CO3	11	2360.509/12300 TYPE SP 9.5 WEARING COURSE MIX (2,C) (TON)	$144.00	-265	($38,160.00)	ADJ				
SAP 031-598-031	CO3	46	2360.509 TYPE SP 12.5 WEARING COURSE MIX (2,B) (TON)	$137.00	265	$36,305.00	ITM	$0.00	$0.00	249.5	$34,181.50
SAP 031-598-031	CO4	47	1402.5 TERO FEES (LUMP SUM)	$21,538.34	1	$21,538.34	ITM	$0.00	$0.00	1	$21,538.34
Contract Change Totals:									**$0.00**		**$82,440.63**

Contract Change Totals

Number	Description	Effective Date	Amount
1	The Engineer has determined the need to shorten the length of the project. The project grading will start at St. 5+00 instead of St. 4+50. This change will reduce the affected quantities to the following: 2106.507 EXCAVATION - COMMON (P) (CY) - 359 2106.507 - EXCAVATION - MUCK (CY) - 3600 2106.507 - COMMON EMBANKMENT (P) (CV) - 1951 2106.607 - COMMON BORROW (LV) -5220 This change will not affect the Contract completion date.	07/25/2022	($13,168.50)
2	The Leech Lake TERO Office has requested TERO fees be paid for Contract 031-598-031. TERO fees are 3% of the Contract value, or $26,720.79 after CO #1 to shorten the project length.	08/02/2022	$26,720.79
3	It was agreed upon due to the small quantity of bituminous on this project, to switch mix designs to a less expensive mix. Bid Item 2360.509 TYPE SP 9.5 WEARING COURSE MIX (2,C) is hereby deleted and Item 2360.509 TYPE SP 12.5 WEARING COURSE MIX (2,B) added to the Contract.	10/28/2022	($1,855.00)
4	Additional TERO fees associated with working within the Leech Lake Reservation.	11/03/2022	$21,538.34

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	**$837,475.49**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2880

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Application for Repurchase of Tax-Forfeited Parcel by Ben and Barbara Beyer

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Repurchase of the South 75 feet of the North 2133.43 feet of Lot 2, Section Four (4), Township Sixty (60), Range Twenty-seven (27), West of the Fourth Principal Meridian, EXCEPT the East 275 feet thereof.

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. App Beyer
2. Location_Map 38-104-1407

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 7, 2023

RESOLUTION

RE: REPURCHASE OF THE SOUTH SEVENTY-FIVE FEET (S. 75') OF THE NORTH TWO THOUSAND ONE HUNDRED THIRTY-THREE AND FORTY-THREE HUNDREDTHS FEET (N. 2133.43') OF LOT TWO (2), SECTION FOUR (4), TOWNSHIP SIXTY (60), RANGE TWENTY-SEVEN (27), WEST OF THE FOURTH PRINCIPAL MERIDIAN, EXCEPT THE EAST 275 FEET THEREOF.

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, Ben W. Beyer and Barbara J. Beyer, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

WHEREAS, the applicants are 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 Ben and Barbara Beyer, subject to payment including taxes, penalties and interest of $5,016.88; deed tax $16.56; deed fee $25.00; recording fee $46.00; repurchase application fee $300.00; well certificate $50.00 for a total of $5,454.44.

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 **Ben W. Beyer and Barbara J. Beyer, husband and wife** *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:*

The South Seventy-five feet (S. 75') of the North Two Thousand One Hundred Thirty-three and forty-three hundredths feet (N. 2133.43') of Lot Two (2), Section Four (4), Township Sixty (60), Range Twenty-seven (27), West of the Fourth Principal Meridian, EXCEPT the East 275 feet thereof.

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, 2022**

That such taxes became delinquent 2018 and remained delinquent

and unpaid for the subsequent years of 2018-2023.

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 **Five Thousand four hundred four and 44/100th Dollars ($5,454.44), which includes (taxes, penalties & interest $5,016.88; plus deed tax $16.56; deed issuance fee $25.00; well certificate $50.00; recording fee $46.00; application fee $300.00)**

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

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 as-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 1/13 ,20 23

Ben W. Beyer
Applicant

Barbara J. Beyer
Applicant

State of Minnesota, }ss.
County of Itasca

Ben W. Beyer and Barbara J. Beyer, husband and wife *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

13th *day of* January ,2023

Jackie Carlson

JACKIE A CARLSON
NOTARY PUBLIC
MINNESOTA
My Comm Exp. Jan 31,2025

Repurchase of Parcel 38-104-1407
Pt Lot 2, Section 4, Twp 60, Rge 27

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.

N
W E
S

0 25 50 100
Feet

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2894

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Northome Ridge Runners Snowmobile Club FRTP Equipment Grant

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Northome Ridge Runners Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.

BACKGROUND:
The Northome Ridge Runners are looking to trade in their old groomer for a newer Tucker Sno-Cat. They would like to submit an equipment grant application that is due February 28th.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 7, 2023

RESOLUTION

RE: NORTHOME RIDGE RUNNERS SNOWMOBILE CLUB
FEDERAL RECREATIONAL TRAILS PROGRAM
EQUIPMENT GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of snowmobile trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program, and

WHEREAS, the current grooming equipment owned by the Northome Ridge Runners Snowmobile Club needs to be updated, and

WHEREAS, a Federal Recreational Trail grant program grant is available to fund seventy-five (75) percent of the cost of the grooming equipment being purchased under this grant, and

WHEREAS, Itasca County affirms that the Northome Ridge Runners Snowmobile Club recognizes the twenty-five (25) percent match requirements for the Federal Recreational Trail grant program, and that they have secured matching funds, now, therefore be it

NOW, THEREFORE, BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural Resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project and Itasca County and the Snowmobile Club will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, Itasca County and the Snowmobile Club hereby assures the grooming equipment acquired through this grant will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources, and

BE IT FURTHER RESOLVED, the Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this grant.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2895

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Marcell Snowdrifters FRTP Equipment Grant

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Marcell Snowdrifters Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.

BACKGROUND:
The Marcell Snowdrifters are reapplying for the 2023 FRTP grant for a new groomer. They are looking to trade in their 2009 New Holland Tractor groomer for a Tucker Sno-Cat. This new machine has a lighter footprint than the New Holland and will be more efficient at crossing many bog and swamp areas much earlier in the season. The Tucker Sno-Cat is also a machine which is much easier to maneuver on tight and twisty trails. This machine is also more operator friendly and requires less experience to operate. The Tucker is also more fuel efficient and will provide us with a lower cost of operation. Acquiring this new groomer will be easier to drive and will be more efficient in maintaining the Marcell Snowdrifter's trail systems.They would like to submit an equipment grant application that is due February 28th.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 7, 2023

RESOLUTION

RE: MARCELL SNOWDRIFTERS SNOWMOBILE CLUB FEDERAL RECREATIONAL TRAIL PROGRAM GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program, and

WHEREAS, the Marcell Snowdrifters Snowmobile Club is working to seek an equipment grant through the Federal Recreational Trail for a new groomer, and

WHEREAS, a Federal Recreational Trail program grant is available to fund seventy-five (75) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Marcell Snowdrifters Snowmobile Club recognizes the twenty-five (25) match requirements for the Federal Recreational Trail grant program, and that they will secure matching funds.

NOW, THEREFORE, BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural Resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project and Itasca County and the Snowmobile Club will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, Itasca County and the Snowmobile Club hereby assures the grooming equipment acquired through this grant will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources, and

BE IT FURTHER RESOLVED, the Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this grant.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2896

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Application for Repurchase of Tax-Forfeited Parcel by Stuart Perrington

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Repurchase of part of Lots 1, 2, 5 and 6, Section Thirty-five (35), Township One Hundred Forty-four (144) North, Range Twenty-five (25) West of the Fifth Principal Meridian.

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. Location_Map
2. Application Perrington executed

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 7, 2023

RESOLUTION

RE: REPURCHASE OF THE SOUTH 629.5 FEET OF LOTS ONE (1) AND TWO (2); ALL OF LOT SIX (6) EXCEPT THE SOUTH 835 FEET AND EXCEPT THE NORTH 485 FEET OF THE SOUTH 1320 FEET OF THE EAST 624 FEET; AND ALL OF LOT FIVE (5), EXCEPT THE SOUTH 835 FEET THEREOF, ALL IN SECTION THIRTY-FIVE (35), TOWNSHIP ONE HUNDRED FORTY-FOUR (144) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE FIFTH PRINCIPAL MERIDIAN.

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

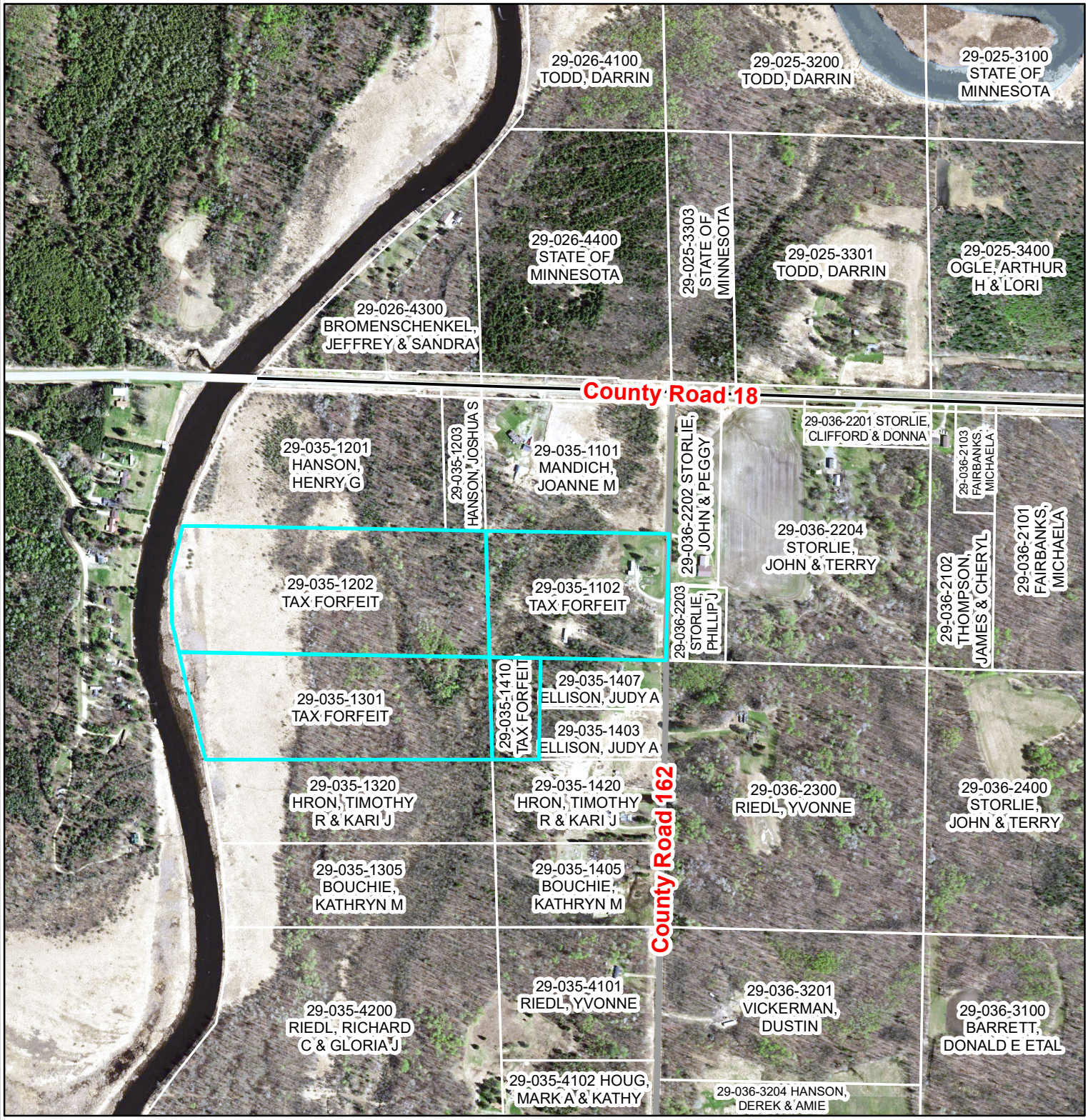
WHEREAS, the applicant, Stuart Perrington, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

WHEREAS, the applicants are 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 Ben and Barbara Beyer, subject to payment including taxes, penalties and interest of $5,914.91; deed tax $19.51; deed fee $25.00; recording fee $46.00; repurchase application fee $300.00; well certificate $50.00 for a total of $6,305.42.

Repurchase of Parcel 29-035-1102/1202/1301/1410
Pt of Lots 1, 2, 5 & 6, Sec 35-144-25



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.

N
W E
S

0
Feet

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 Stuart Perrington *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:*

The South 629.5 feet of Lots One (1) and Two (2); All of Lot Six (6) EXCEPT the South 835 feet and EXCEPT the North 485 feet of the South 1320 feet of the East 624 feet; AND All of Lot Five (5), EXCEPT the South 835 feet thereof, all in Section Thirty-five (35), Township One Hundred Forty-four (144) North, Range Twenty-five (25) West of the Fifth Principal Meridian. All of said measurements, including exceptions, determined by the East line of said Lot One (1) and Lot Six (6).

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they are the heirs of the owner and a person to whom the right to pay taxes is given by statute, to-wit: per Affidavit of Identity recorded as Document No. 691407 in the office of the Recorder of Itasca County.

That said land forfeited to the State on the 31st *day of* October, *2023.*

That such taxes became delinquent 2018, *and remained delinquent and unpaid for the subsequent years of* 2019-2023.

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 Six Thousand Three Hundred Five and 42/100ths($6,305.42), which includes (taxes, penalties & interest $5,914.91; plus deed tax $19.51; deed issuance fee $25.00; recording fee $46.00; application fee $300.00; well fee $50.00) *Dollars.*

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

I lived 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 Feb. 1 ,*2023*

Stuart Perrington

Stuart Perrington

State of Minnesota, } ss.
County of Itasca

Stuart Perrington. ***being duly sworn, deposes and says: that he is the applicant and petitioner in the forgoing petition; that he has read said petition and knows the contents thereof; that the same is true of his own knowledge same as to the matters therein stated on information and belief and as to those matters he believes it to be true.***

Subscribed and sworn to before me this

1 *day of* February ,*2023*

Cindy Shevich

CINDY ANN SHEVICH
Notary Public
Minnesota
My Commission Expires
Jan 31, 2025

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2900

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Nashwauk Tower - T Mobile 2nd Amendment to Site Use Agreement

BOARD ACTION REQUESTED:
Approve and authorize signatures to the 2nd Amendment of the T-Mobile Site Use Agreement for the Nashwauk Tower.

BACKGROUND:
Due to Lessee's maintenance and changes to their equipment at the Nashwauk tower site the exhibits have been updated to reflect those changes. In addition, the term of the agreement will expire December 2, 2023. T-Mobile proposes a new initial term of five(5) years which will automatically renew for up to three (3) additional five (5) year terms without further action by the Lessee.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. A1O0855C-Second Amendment 02012023-CLEAN FINAL EXECUTABLE

02/07/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/14/2023 2:30 PM**

Site: A1O0855C
Site Name: Nashwauk
Market: MN

SECOND AMENDMENT TO ANTENNA SITE USE AGREEMENT

THIS SECOND AMENDMENT TO ANTENNA SITE USE AGREEMENT ("Amendment") is made and entered into by and between the County of Itasca, a Minnesota municipal corporation ("County"), and T-Mobile Central, LLC, a Delaware limited liability company ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. County and Lessee (or as applicable, their respective predecessors in interest) entered into a Site Lease Agreement dated November 10th, 2009 as amended by a certain First Amendment dated August 14, 2019 (together, including any prior amendments, the "Lease"), with respect to Premises located at 34560 Co Rd 86, Nashwauk, County of Itasca, State of Minnesota

B. County and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee covenant and agree as follows:

1. **Exhibit A-1-6** shall be updated and replaced with **Exhibit A-1-6-(b)** attached hereto. Lessee shall have the right to modify the Facilities described and depicted in Exhibit A-1-6(b) in all respects.

2. **Modification of Term**. The Lease will expire on December 1, 2023. Beginning on December 2, 2023 ("New Commencement Date") all references to the Term of Agreement shall be amended to provide that the Agreement has a New Initial Term of Five (5) years ("New Initial Term"), beginning on the New Commencement Date herein, and the Term will be automatically renewed for up to three (3) additional Five (5) year terms (each a "Renewal Term") without further action by LESSEE.

    a. Modification of Fees. Beginning on the New Commencement Date, annual rental payments shall be in the amount of Thirty Two Thousand Dollars and XX/100 Dollars ($32,000.00) per year, paid in equal monthly installments (the "Site Use Fee").

    b. Commencing December 2, 2024, the Site Use Fee for each subsequent calendar year throughout the Term of this Agreement, including the New Initial Term and any Renewal Terms herein, shall be increased by four percent (4.0%).

    Checks shall be payable to the "Itasca County Sheriff's Office, mailto: Itasca County Sheriff's Office 108 NE 5th Street, Grand Rapids, MN 55744

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent

there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. County represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, County has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

Itasca County

By:_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

T-Mobile Central LLC, a Delaware limited liability company

By:_____
Name: Hossein Sepehr
Title: Sr. Director, Network Eng. and Ops.
Date:_____

EXHIBIT A-1-6(b)

Antenna Facilities

[See Attached]

PROJECT NAME: 2022 ANCHOR

SITE NAME: ITASCA COUNTY TOWER 2

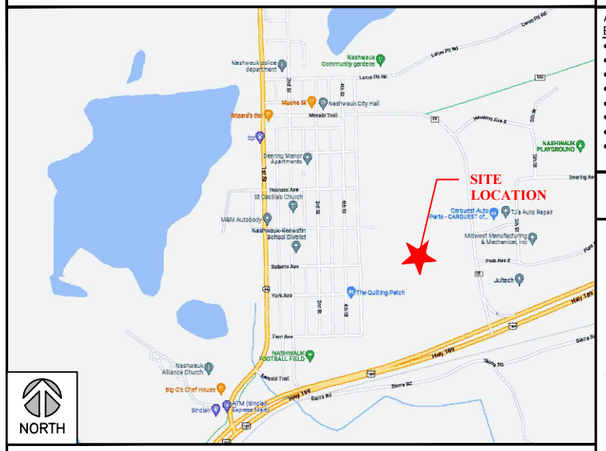
SITE ID: A1O0855C

STREET ADDRESS: 34560 COUNTY RD 86
NASHWAUK, MN 55769

COUNTY: ITASCA

SITE TYPE: GUYED TOWER

LOCATION MAP



SITE MAP

PROJECT DESCRIPTION

A MODIFICATION TO AN EXISTING UNMANNED T-MOBILE TELECOMMUNICATION FACILITY CONSISTING OF: RFDS DATED:02/17/2022

EQUIPMENT LEVEL:

- REMOVE (1) BBU CABINET REMOVE
- REMOVE (2) AMOB, (1) ABIL, (1) ASIK & (1) ASIA (1) DOUBLE WIDE FLEXI TABLE
- RELOCATE (1) FSMF & (2) ABIA TO PROPOSED HPL3 POWER CABINET
- RELOCATE (1) EXISTING PPC CABINET TO PROPOSED H-FRAME
- RELOCATE WORKING LIGHT TO EXISTING CANOPY POST
- INSTALL (1) HPL3 POWER CABINET & (1) LB3 BATTERY CABINET
- INSTALL (2) AMIA W/ (1) ABIA, (2) ABIO, (3) ABIC, (2) ASIB & (2) ASIL
- INSTALL (1) HCS 2.0 JUNCTION BOX & (1) 350' HCS 2.0 TRUNK

ANTENNA LEVEL:

- REMOVE (2) FXFC RRU'S
- REMOVE (3)15' HCS 2.0 JUMPER CABLE - 10AWG 2PR AIRSCALE
- REMOVE (2)15' HCS 2.0 JUMPER CABLE - 10AWG 2PR FLEXI
- RELOCATE (3) FFVV-65C-R3-V1 ANTENNAS
- RELOCATE (3) AHLOA RRUS
- INSTALL (3) AEHC ANTENNAS
- INSTALL (3) AHFIG RRU'S
- INSTALL (1) PENDANT HEAD
- INSTALL (3) ALT 10' SECTOR FRAME S-SERIES (PART# 2116S-10-4-96)

PROPERTY INFORMATION

COORDINATES (NAD 83):

LATITUDE: 47.37527778 (47° 22' 31.0"N)
LONGITUDE: -93.16055560 (93° 09' 38.0"W)

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROPERTY CONTACT INFORMATION:
ITASCA COUNTY
440 1ST. AVENUE NE
GRAND RAPIDS, MN 55744

DRIVING DIRECTIONS:
FROM MINNEAPOLIS - ST. PAUL INTERNATIONAL AIRPORT:
HEAD SOUTHWEST ON HUMPHREY DR TOWARD E 72ND ST, TURN RIGHT ONTO 34TH AVE S, TAKE THE RAMP ON THE LEFT ONTO I-494 E, TAKE EXIT 70 FOR I-35E N TOWARD ST PAUL, KEEP LEFT AT THE FORK AND MERGE ONTO I-35E N, KEEP LEFT AT THE FORK TO STAY ON I-35E N, FOLLOW SIGNS FOR US-10 W, KEEP LEFT AT THE FORK TO STAY ON I-35E N, FOLLOW SIGNS FOR DULUTH, TAKE EXIT 214 FOR MN-73 TOWARD MOOSE LAKE, TURN LEFT ONTO MN-73 N, AT THE TRAFFIC CIRCLE, TAKE THE 2ND EXIT AND STAY ON MN-73 N, PASS BY DAIRY QUEEN GRILL & CHILL , TURN LEFT ONTO MN-27/MN-73 N/FOLZ BLVD, CONTINUE TO FOLLOW MN-27/MN-73 N TURN LEFT ONTO US-2 W, TURN RIGHT ONTO MN-65 N, TURN RIGHT ONTO US-169 N TURN LEFT ONTO CENTRAL AVE, COUNTY RD 86, NASHWAUK, MN 55769

PHONE COMPANY:
CENTURYLINK
800-244-1111

ELECTRIC COMPANY:
ALLETE POWER SYSTEM
218-355-3232

811 Know what's below. Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MINNESOTA, CALL GOPHER STATE ONE CALL

TOLL FREE: 1-800-252-1166 OR
FAX A LOCATE: 1-800-236-4967

www.gopherstateonecall.org

MINNESOTA STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

PROJECT TEAM

APPLICANT INFORMATION:
T-Mobile
8000 WEST 78TH ST
SUITE 400
EDINA, MN 55439
PHONE: (962) 833-4145

ARCHITECTURAL ENGINEERING FIRM:
TRILEAF architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5886

SITE ACQUISITION
Insite inc. Wireless Consulting Services
ATTN: TOM JEMILO
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL 60181
PHONE: (630) 923-3496
EMAIL: Jemilo@insite-inc.com

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES, NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING.

FEDERAL, STATE, LOCAL CODES AND ALL APPLICABLE INDUSTRY STANDARDS

- MINNESOTA STATE BUILDING CODE - 2020
- MINNESOTA NATIONAL ELECTRICAL CODE - 2017
- MINNESOTA MECHANICAL - 2020
- MINNESOTA FUEL GAS CODE - 2020
- MINNESOTA PLUMBING CODE - 2015 (INCLUDING CHAPTER 4714)
- MINNESOTA STATE FIRE CODE - 2020
- MINNESOTA ENERGY CONSERVATION CODE - 2020
- OSHA / ANSI A10.48
- TIA-322 & TIA-222-H

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1.0	TITLE SHEET
N-1.0	GENERAL NOTES
N-1.1	GENERAL NOTES (CONTINUED)
C-1.0	OVERALL SITE PLAN
C-1.1	ENLARGED SITE PLAN
C-1.2	EQUIPMENT LAYOUTS
A-1.0	TOWER ELEVATION
A-1.1	ANTENNA LAYOUTS
A-2.0	ANTENNA & EQUIPMENT CONFIGURATION KEYS
A-3.0	EQUIPMENT DETAILS
A-3.1	EQUIPMENT DETAILS
A-3.2	EQUIPMENT DETAILS
A-3.3	EQUIPMENT DETAILS
A-4.0	ANTENNA SECTOR FRAME DETAILS
G-1.0	GROUNDING DIAGRAM DETAILS

PENDING APPROVAL OF JURISDICTION, THE FOLLOWING PARTIES HAVE REVIEWED THE DESIGN WITH THEIR FUNCTIONAL RESPONSIBILITIES AND HAVE APPROVED OR REJECTED THIS PROJECT FOR CONSTRUCTION. CONTRACTORS MAY NOT START CONSTRUCTION WITHOUT A NOTICE TO PROCEED (NTP) FROM T-MOBILE.

	PRINT NAME:	SIGNATURE:	APPROVE	REJECT	DATE
REAL ESTATE PM					
CONSTRUCTION PM					
RF ENGINEER					

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5886

Insite inc. Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date: 1-18-23 License # 51980

SITE NAME: ITASCA COUNTY TOWER 2

SITE ID: A1O0855C

SITE ADDRESS: 34560 COUNTY RD 86 NASHWAUK, MN 55769

PROJECT NUMBER: 693458

NO.	DATE	REVISIONS	BY	APP
3	01/18/2023	FINAL CD'S	JG	RZ
2	10/25/2022	FINAL CD'S	JG	RZ
1	04/11/2022	PRELIMINARY CD'S	JG	RZ
0		ISSUE RECORD		
△		REVISION THIS SHEET		

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION: TITLE SHEET

SHEET NUMBER: T-1.0

GENERAL NOTES

1. ALL PLANS AND SPECIFICATIONS ARE INTENDED TO INCLUDE ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THIS WORK. ANY ITEM OR WORK MENTIONED IN THE SPECIFICATION AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS SHALL BE PROVIDED BY THE CONTRACTOR AS IF INCLUDED IN BOTH.
2. THE DOCUMENTS FOR THIS PROJECT CONSIST OF DRAWINGS, AND SPECIFICATIONS PREPARED BY TRILEAF, INC.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY CONTRACT DOCUMENTS, CONSTRUCTION DOCUMENTS, SPECIFICATIONS AND SHOP DRAWINGS, AND ANY OTHER INFORMATION REQUIRED TO COORDINATE ALL INTENDED WORK.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS, BONDS, OCCUPANCY PERMITS AND FEES.
5. ALL WORK NOTED "BY OTHER" OR "N.I.C." IS TO BE THE RESPONSIBILITY OF THE OWNER AND IS NOT TO BE PART OF THE GENERAL CONTRACTORS, CONSTRUCTION AGREEMENT. THE GENERAL CONTRACTOR SHALL COOPERATE WITH OWNER TO COORDINATE SAID WORK WITH OWNERS CONTRACTOR.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL MATERIAL, AND LABOR NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THESE DRAWINGS AND SPECIFICATION.
7. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. LARGER SCALE DETAILS GOVERN OVER SMALLER DETAILS. NOTIFY THE ARCHITECT OR ENGINEER OF ANY CONFLICTS.
8. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, PROPOSED AND EXISTING CONDITIONS ON THE SITE AND THOSE SHOWN ON THESE DRAWING PRIOR TO ORDERING OR STARTING ANY WORK. GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OR ENGINEER OF ANY DISCREPANCIES, OMISSIONS AND/OR CONFLICTS BEFORE COMMENCEMENT OF ANY WORK.
9. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OR ENGINEER OF ANY DISCREPANCIES BETWEEN THE CONSULTANTS DRAWINGS AND TRILEAF'S DOCUMENTS.
10. NO PLEA OF IGNORANCE ON THE PART OF CONTRACTOR OR SUBCONTRACTOR REGARDING ANY EXISTING CONDITIONS SHALL BE VALID ONCE THE CONTRACT BETWEEN OWNER AND CONTRACTOR HAS BEEN EXECUTED.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ADJACENT WORK THAT OCCUR, AND SHALL TAKE CARE TO PREVENT DAMAGE TO ALL OTHER TRADES LABOR AND MATERIAL. ALL SHALL REPAIR SUCH DAMAGE AT THEIR OWN EXPENSE. THIS INCLUDES TRACES OF SPLASHES, DROPPINGS, SMUDGES, AND ALL OTHER FOREIGN MATTER FROM ALL WALLS, FLOORS AND CEILINGS.
12. ALL MATERIAL TO BE USED FOR THIS PROJECT SHALL BE STORED IN A LEVEL AND DRY MANNER SO AS NOT TO OBSTRUCT THE COMPLETION OF OTHER WORK.
13. THE GENERAL CONTRACTOR SHALL SECURE ALL REQUIRED SHOP DRAWINGS AND REVIEW THEM FOR ANY ERROR PRIOR TO SUBMITTING THEM TO THE OWNER OR ARCHITECT.
14. THE GENERAL CONTRACTOR SHALL SUBMIT ALL NECESSARY PRODUCT DATA WHICH CLEARLY INDICATES THAT THE PRODUCT MEETS OR EXCEEDS ITEMS SPECIFIED.
15. ALL WORK PERFORMED SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE AND FEDERAL BUILDING CODES IN CASE OF A CONFLICT THE MORE STRINGENT INTERPRETATION SHALL APPLY.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND RULES PROMULGATED BY FEDERAL STATE AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE SALTIER. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THESE DOCUMENTS.
17. CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR'S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE LICENSED. RESEARCH AND COMPLY WITH THE LICENSING LAWS, PAY LICENSE FEES, AND SELECT AND INFORM SUBCONTRACTORS REGARDING THESE LAWS.
18. FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND STATE LAWS BASED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT. THESE REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO, REGULATIONS DEALING WITH TOWER CONSTRUCTION AND SAFETY, EXCAVATIONS AND TRENCHING, AND WORK IN CONFINED SPACES. ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES DURING CONSTRUCTION.
19. PROVIDE PHOTOGRAPHIC EVIDENCE OF ALL FOUNDATION INSTALLATION, GROUNDING, AND TRENCHING AFTER PLACEMENT OF UTILITIES PRIOR TO BACKFILL.
20. CONTRACTOR SHALL SUBMIT CONSTRUCTION DOCUMENTS TO THE JURISDICTIONAL AUTHORITY FOR PLAN CHECK AND REVIEW. CONTRACTOR WILL SUBMIT LICENSING AND WORKMAN'S COMPENSATION INFORMATION TO THE JURISDICTION AS REQUIRED TO OBTAIN THE BUILDING PERMIT, CONTRACTOR SHALL COORDINATE AND SCHEDULE REQUIRED INSPECTIONS AND POST REQUIRED PERMITS AT THE JOB SITE. COMPLY WITH SPECIFIC PROJECT RELATED REQUESTS AND SUGGESTION MADE BY BUILDING INSPECTOR, AND INFORM CONSTRUCTION MANAGER OF ANY SUCH WORK THAT MAY BE BEYOND THE SCOPE OF THE CONTRACT OR DEVIATE FROM THE CONSTRUCTION DOCUMENTS, T-MOBILE WILL REIMBURSE THE CONTRACTOR FOR FEES, FOR PLAN REVIEW, BUILDING PERMIT. CONNECTIONS, AND INSPECTION. (INCLUDED IN THE BASE PROPOSAL).
21. CONTRACTOR SHALL SUBMIT FOR AND OBTAIN All ZONING AND CONDITIONAL USE PERMITS, SOME USE PERMITS MAY HAVE SPECIFIC REQUIREMENTS FOR THE SITE RELATED TO CONSTRUCTION, SUCH AS NOISE REGULATIONS, HOURS OF WORK. ACCESS LIMITATIONS, ETC. THE CONSTRUCTION MANAGER WILL INFORM THE CONTRACTOR OF THESE REQUIREMENTS AT THE PRE-BID MEETING OR AS SHOWN IN THE CONSTRUCTION DOCUMENTS.
22. OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO T-MOBILE.
23. SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
24. PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.
25. FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, FIBER SYSTEM, AND THE GROUNDING SYSTEM AS SHOWN ON THESE DRAWINGS.
26. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES. INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY T-MOBILE.
27. CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
28. PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
29. REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
30. CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDESTAL AND ADVISE ENGINEER OF SERVICE SIZE AND FAULT CURRENT LEVEL.
31. IF PEDESTAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE. UPON APPROVAL OF SUBMITTED COST QUOTATION, THE CONTRACTOR SHALL PROVIDE PROPOSED SERVICE AND/ OR UPGRADE SERVICE. FEEDERS AND EQUIPMENT/ ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
32. CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY COMPANY. LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S SPECIFICATION.
33. CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDESTAL MUST NOT EXCEED SIX. IF THE PROPOSED SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE PROPOSED LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-2 (B).
34. THE EQUIPMENT/ PROTECTIONS MUST BE RATED FOR STANDARD AIC RATE HIGHER THAN INCOMING EQUIPMENT AND/ OR UTILITY COMPANY AIC RATE.

CONSTRUCTION ADMINISTRATION

1. PRIOR TO STARTING CONSTRUCTION GENERAL CONTRACTOR SHALL ASSIGN A PROJECT MANAGER THAT WILL BE RESPONSIBLE FOR THE COORDINATION AND SCHEDULING OF ALL WORK. THIS PROJECT MANAGER SHALL BE THE SINGLE CONTACT PERSON FOR ALL PERSONNEL WORKING ON THIS PROJECT. PRIOR TO THE START OF THIS PROJECT THE PROJECT MANAGER SHALL SCHEDULE A ON-SITE MEETING WITH ALL CONTRACTORS INVOLVED IN THIS PROJECT.
2. PRIOR TO STARTING CONSTRUCTION THE GENERAL CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE OWNER AND TRILEAF'S REPRESENTATIVE FOR THEIR REVIEW.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING DAILY PROGRESS REPORTS THAT, INCLUDE ALL CONTRACTORS WORKING ON THE JOB SITE, MATERIALS ON SITE AND WEATHER CONDITIONS. THE GENERAL CONTRACTOR SHALL PROVIDE A WRITTEN WEEKLY REPORT TO THE OWNER AND TRILEAF FOR REVIEW.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL OSHA, AND WPCS SAFETY REQUIREMENTS DURING CONSTRUCTION.
5. PRIOR TO POURING ANY CONCRETE, TOWER ERECTIONS OR TELECOM. EQUIPMENT BEING DONE, THE GENERAL CONTRACTOR SHALL PROVIDE THE PROJECT MANAGER AND TRILEAF WITH 48 HOUR NOTICE.
6. EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEAN UP OF ALL MATERIAL AND DEBRIS.
7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING ALL NECESSARY INSPECTIONS AS REQUIRED.
8. TRILEAF SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, MATERIAL AND / OR METHODS OTHER THEN WHAT IS SHOWN ON THESE DRAWINGS AND SPECIFICATIONS
9. THE GENERAL CONTRACTOR SHALL FOR THE DURATION OF THE PROJECT CARRY AND MAINTAIN AT THEIR OWN EXPENSE ALL REQUIRED BONDS AND INSURANCES AS SPECIFIED IN MASTER AGREEMENT AND/OR CONSTRUCTION CONTRACT. THE INSURANCE SHALL LIST THE OWNER AS ADDITIONAL INSURED ON ALL POLICIES.
10. GENERAL CONTRACTOR SHALL PROVIDE WRITTEN PROOF OF ALL REQUIRED BONDS AND INSURANCE.

EXCAVATION AND GRADING

1. GENERAL CONTRACTOR SHALL NOTIFY ALL INSPECTORS AS REQUIRED, PRIOR TO POURING ANY AND ALL CONCRETE.
2. CONTRACTOR SHALL VERIFY ALL FILL MATERIAL REQUIRED WITH LOCAL AND PUBLIC HIGHWAY DEPARTMENTS.
3. ALL CONCRETE SHALL BE PLACED ON UNDISTURBED SOIL WITH A MIN. ALLOWABLE SOIL BEARING CAPACITY OF 3000 LBS PER SQUARE FOOT UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL TO A MIN. OF 6" BELOW GRADE.
5. REMOVE ALL TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY AS REQUIRED.
6. GENERAL CONTRACTOR SHALL REMOVE ALL SOFT SPOTS AND UNSTABLE SOIL CONDITIONS, AND COMPACT TO 85% STANDARD PROCTOR, WHERE NECESSARY PROVIDE STABILIZER MAT PRIOR TO INSTALLING ANY FILL OR BASE MATERIAL.
7. ALL COMPACTING SHALL BE DONE BY MECHANICAL MEANS. LARGER AREAS SHALL USE SHEEPS FOOT, VIBRATORY OR RUBBER TIED ROLLERS, OF AT LEAST 5 TONS. SMALLER AREAS SHALL BE COMPACTED BY POWER DRIVEN HAND HELD TAMPERS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTION.
8. ALL EARTH WORK WITH ON SITE MATERIAL SHOULD BE PERFORMED WHEN TEMPERATURES ARE ABOVE FREEZING. FROZEN SOIL SHOULD NOT BE USED BENEATH STRUCTURES. ALL FOUNDATION EXCAVATION MUST BE INSULATED AGAINST FREEZING UNTIL CONSTRUCTION OF FOUNDATION IS COMPLETED.
9. ALL EXCESS SPOILS SHALL BE REMOVED FROM SITE.
10. ALL STONE FILL SHALL BE PLACED IN MAX. 6" LIFTS IN ACCORDANCE WITH ASTM-D1557. WITH 95% PROCTOR UNDER SLABS.
11. IN AREAS OF COMPACTED FILL WITH IN THE FOUNDATION LINE BACKFILLING AGAINST BOTH SIDES OF FOUNDATION SHALL BE DONE AT THE SAME RATE TO PREVENT STRESS AND OVERTURNING OF FOUNDATION.
12. ACCESS ROAD SHALL BE BROUGHT UP TO BASE COURSE LEVEL PRIOR TO PLACING FOUNDATION.
13. ALL SITE GRADING INCLUDING, SWALES, CULVERTS, AND DITCHES SHALL BE PLACED SO THAT NO WATER IS DIRECTED TO ADJACENT SITE.
14. WHERE SITE SLOPES OF ALL FENCED ARES, PARKING AREAS EXCEEDS 2:1, RIPRAP SHALL BE APPLIED TO SLOPED SIDES. ALL CULVERT OPENING SHALL HAVE RIPRAP FOR THE ENTIRE FIRST 6'-0" OF DITCH.
15. ALL GRADING AND EXCAVATION SHALL INCLUDE, GRADING, DITCHING AND BANKING UNLESS OTHERWISE NOTED.
16. AFTER FINAL GRADING, ANY DEPRESSIONS THAT ALLOW PONDING WILL BE REJECTED.
17. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO, SILT FENCE AROUND THE CONSTRUCTION LIMITS, STONE ACCESS DRIVES, AND FILTER FABRIC PROTECTORS AND STRAW BALES AROUND ALL MANHOLES AND INLETS PER DETAILS.

ANTENNA & TOWER CONSTRUCTION

1. THIS SECTION INCLUDES THE INSTALLATION OF SIDE ARMS, MICROWAVE DISH ANTENNAS, GALVANIZED STEEL ANTENNA MOUNTS, AND WAVEGUIDE BRIDGE AS SHOWN ON THESE DRAWINGS AND SPECIFICATIONS.
2. ANTENNA CONTRACTOR SHALL VERIFY ALL REQUIREMENTS WITH CELL PROVIDERS REPRESENTATIVE PRIOR TO STARTING CONSTRUCTION.
3. PROVIDE MATERIAL AND LABOR TO IN INSULATED GROUND BAR AT EQUIPMENT CABINET. SEE GROUNDING NOTES
4. ANTENNA CONTRACTOR SHALL PERFORM ALL NECESSARY FIELD TEST, INCLUDING SWEEP TEST.
5. THE FOLLOWING REGULATOR AGENCIES APPLY TO THIS SECTION
   A. EIA ELECTRONIC INDUSTRIES ASSOCIATION TIA/EIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORT STRUCTURES.
   B. FAA FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70-7460-IH. OBSTRUCTION MARKING AND LIGHTING. IN ALL CASES PART 77.
   C. FCC FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM # 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A. HIGH INTENSITY OBSTRUCTIONS LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES. AND IN ALL CASES PART 17, AND 22.
   D. AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
   E. NEC NATIONAL ELECTRICAL CODE, FOR TOWER LIGHTING.
   F. UL UNDERWRITERS LABORATORIES,
   G. NFPA-101 LIFE SAFETY CODE.

STRUCTURAL NOTES

1. ALL DESIGN AND CONSTRUCTION SHALL COMPLY WITH THE INTERNATIONAL BUILDING CODE, CURRENT EDITION, AND ANY STATE OR LOCAL CODES THAT APPLY. IF A CONFLICT BETWEEN THE CODES THE MOST RESTRICTIVE CODE APPLIES.
2. DO NOT SCALE DRAWINGS
3. CONTRACTOR SHALL VERIFY ALL EQUIPMENT LOCATIONS AND MOUNT DIMENSIONS PER MANUFACTURES SPECIFICATIONS AND INSTALLATION DRAWINGS PRIOR TO STARTING ANY CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE A MIN. OF TWO COPIES OF ALL SHOP DRAWINGS TO THE ARCHITECT OR ENGINEER FOR APPROVAL PRIOR TO STARTING ANY INSTALLATION.
5. GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, SECTIONS AND DETAIL BETWEEN THESE DOCUMENTS AND THE MANUFACTURES SHOP DRAWINGS AND NOTIFY THE ARCHITECT / ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY TEMPORARY BRACING, SHORING, OR ANY OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION.
7. CONTRACTOR SHALL VERIFY ALL SIZES, LOCATIONS AND NUMBER OF FLOOR AND ROOF OPENINGS PRIOR TO STARTING ANY WORK.

ELECTRICAL NOTES

1. REFERENCE T-MOBILE STANDARD CONSTRUCTION SPECIFICATIONS FOR WIRELESS SITES FOR GENERAL ELECTRICAL REQUIREMENTS.
2. WIRING SHALL BE AWG STRANDED COPPER WITH THHN OR EQUIVALENT INSULATION. #12 MINIMUM INSTALLED IN "MINIMUM CONDUIT. SIGNAL WIRING BE INSULATED #22 AWG. NO BX OR ROMEX CABLE IS PERMITTED. CONDUITS SHALL BE SURFACE MOUNTED.
3. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED SPECIFICATIONS GRADE.
4. MATERIALS SHALL BE PROPOSED AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW. -AMERICAN SOCIETY FOR TESTING MATERIAL (ASTM) - UNDERWRITER LABORATORY (UL) - NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA) - AMERICAN STANDARDS ASSOCIATION (ASA) - NATIONAL FIRE PROTECTION ASSOCIATION ASSOCIATION (NFPA).
5. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF: -THE NATIONAL ELECTRIC CODE (NFPA 70) - THE NATIONAL ELECTRICAL SAFETY CODE (ANSIC-2) - THE LIFE SAFETY CODE (NFPA 101) - LOCAL BUILDING CODES.
6. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKOUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTOR. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL-SIZE EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUITS CONDUIT.
7. OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR CADMIUM PLATED STEEL NOT LESS THAN 4" SQUARE AND SUITABLE FOR THE TYPE SERVICE AND OUTLET. OUTLET AND JUNCTION BOXES SHALL BE SURFACE MOUNTED AND LABELED WITH BRANCH CIRCUIT BREAKER NUMBER.
8. LABEL ALL EQUIPMENT SERVED FROM T-MOBILE PANEL BOARD WITH PHENOLIC LABELS SIZED IN RELATION TO USAGE.
9. INDOOR CONDUCTORS SHALL BE INSTALLED IN EMT UNLESS NOTED OTHERWISE.OUTDOOR CONDUCTORS SHALL BE INSTALLED IN RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE. WHERE EMT IS USED. IT SHALL BE WITH ONLY LISTED COMPRESSION FITTINGS. NO SET SCREW FITTINGS SHALL BE ALLOWED.
10. CONTRACTOR IS TO PROVIDE AND INSTALL ENGRAVES LABEL ON THE T-MOBILE METER SOCKET ENCLOSURE
11. CONTRACTOR IS TO OBTAIN ALL PERMITS, PAY PERMITS FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS. THE CONTRACTOR IS TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL & COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date 1-18-23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

NO.	DATE	REVISIONS	BY	APP
3	01/18/2023	FINAL CD'S	JG	RZ
2	10/25/2022	FINAL CD'S	JG	RZ
1	04/11/2022	PRELIMINARY CD'S	JG	RZ
A	REV.	REVISIONS	BY	APP

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
GENERAL NOTES

SHEET NUMBER
N-1.0

COATING SYSTEMS FOR TELECOMMUNICATION EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. SECTION INCLUDES PAINTING AND PAINTING REPAIR WORK ASSOCIATED WITH THE INSTALLATION OF ANTENNAS, COAXIAL CABLES, AND OTHER COMMON COMPONENTS WITH DIRECT ATTACHMENT TO WATER TANK FACILITIES.

1.02 REFERENCES

A. SOCIETY FOR PROTECTIVE COATINGS (SSPC): WWW.SSPC.ORG

VOLUME 1: GOOD PAINTING PRACTICE

VOLUME 2: SYSTEMS AND SPECIFICATIONS

1.03 SUBMITTALS

A. PRODUCT DATA: SUBMIT DATA SHEET FOR EACH COATING SYSTEM.

PART 2 PRODUCTS

2.01 MATERIALS

A. MANUFACTURERS:

1. SHERWIN WILLIAMS COMPANY WWW.SHERWIN-WILLIAMS.COM
2. TNEMEC COMPANY WWW.TNEMEC.COM
3. X-I-M PRODUCTS WWW.XIMBONDER.COM

PART 3 EXECUTION

3.01 EXAMINATION

A. VISUALLY EVALUATE SURFACE PREPARATION BY COMPARISON WITH PICTORIAL STANDARDS OF SSPC-VIS-1-89.

3.02 PREPARATION

A. REMOVE ALL SURFACE CONTAMINANTS IN ACCORDANCE WITH SSPC-SP1 SOLVENT CLEANING.
   1. DO NOT USE HYDROCARBON SOLVENTS ON SURFACES TO BE COATED WITH WATER-BASED COATINGS.

B. CLEAN AND REMOVE ALL RUST, SLAG, WELD SPLATTER, WELD SCABS, MILL SCALE, AND LOOSE PAINT.

C. PROTECT AREAS ADJACENT TO WELDING & OR GRINDING OPERATIONS TO PREVENT DAMAGE OF SURROUNDING INTACT PAINT SYSTEM.

D. FERROUS METAL: SSPC-SP6 COMMERCIAL BLAST CLEANING

E. GALVANIZED STEEL: SSPC-SP7 BRUSH OFF BLAST

F. ANTENNA COVERS, COAXIAL CABLE, NON-METALLIC SUBSTRATES AND PREVIOUSLY PAINTED SURFACES: SCARIFY TO DEGLOSS. SSPC-SP1 WITH A NON-HYDROCARBON SOLVENT.

G. SURFACE PROFILE SHALL BE IN ACCORDANCE WITH MANUFACTURER'S PRODUCT RECOMMENDATION.

H. RE-BLAST ALL SURFACES:
   1. WHERE RUSTING HAS RECURRED.
   2. THAT DO NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.

3.03 APPLICATION

A. COATINGS SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS.

B. SURFACES TO BE COATED SHALL BE CLEAN, DRY, AND FREE OF AIRBORNE DUST AND CONTAMINANTS AT THE TIME OF APPLICATION AND WHILE FILM IS FORMING.

C. FINISH COAT SHALL BE UNIFORM IN COLOR AND SHEEN WITHOUT STREAKS, LAPS, RUNS, SAGS OR MISSED AREAS.

D. SHOP PAINTING: TAPE-OFF (2-INCH MINIMUM) SURFACES THAT WILL BE IN THE HEAT-AFFECTED-ZONE DURING FIELD WELDING.

E. COMPONENT PAINTING:

1. INTERIOR EXPOSED FERROUS METAL AND GALVANIZED STEEL:
   a. PRODUCT: SHERWIN WILLIAMS MACROPOXY 646 OR TNEMEC SERIES 161
      1) NUMBER OF COATS: 2
      2) DRY FILM THICKNESS: 4.0-6.0 MILS (PER COAT)
      3) COLOR: BY OWNER

2. EXTERIOR EXPOSED FERROUS METAL AND GALVANIZED STEEL:
   a. PRIMER: SHERWIN WILLIAMS MACROPOXY 646 OR TNEMEC SERIES 161 OR N69
      1) NUMBER OF COATS: 1
      2) DRY FILM THICKNESS: 4.0-6.0 MILS
      3) COLOR: BY OWNER
   b. FINISH: SHERWIN WILLIAMS ACROLON 218 OR TNEMEC SERIES 10740/10750
      1) NUMBER OF COATS: 1
      2) DRY FILM THICKNESS: 2.0-3.0 MILS
      3) COLOR: BY OWNER

3. ANTENNA COVERS:
   a. PRIMER: SHERWIN WILLIAMS PRO-CRYL PRIMER
      1) NUMBER OF COATS: 1
      2) DRY FILM THICKNESS: 2.0-4.0 MILS
   b. FINISH: SHERWIN WILLIAMS SHER-CRYL HPA
      1) NUMBER OF COATS: 1
      2) DRY FILM THICKNESS: 2.5-4.0 MILS
      3) COLOR: BY OWNER

4. COAXIAL CABLE
   a. PRIMER: X-I-M 1138
      1) NUMBER OF COATS: 1
      2) DRY FILM THICKNESS: 2.0-3.0 MILS
   b. FINISH: SHERWIN WILLIAMS SHER-CRYL HPA
      1) NUMBER OF COATS: 1
      2) DRY FILM THICKNESS: 2.5-4.0 MILS
      3) COLOR BY OWNER

3.04 REPAIR OF AREAS DAMAGED BY WELDING

A. PREPARE THE DAMAGE BY ONE OF THE TWO FOLLOWING METHODS AS DIRECTED BY THE ENGINEER.
   1. ABRASIVE-BLAST TO SSPC-SP6.
   2. MECHANICALLY CLEAN TO SSPC-SP11.

B. FEATHER EDGES TO PROVIDE SMOOTH COATING TRANSITION.

C. APPLY PRIME COAT TO BARE METAL SURFACE.

D. MASK OFF RECTANGULAR AREA AROUND PRIME COAT.

E. APPLY FINISH COAT.

3.05 QUALITY CONTROL

A. MEASURE DRY FILM THICKNESS WITH A MAGNETIC FILM THICKNESS GAGE IN ACCORDANCE WITH SSPC-PA2.

B. VISUALLY INSPECT DRIED FILM FOR FUNS, SAGS, DRY SPRAY, OVERSPRAY, EMBEDDED PARTICLES AND MISSED AREAS.

C. REPAIR DEFECTIVE OR DAMAGED AREAS IN ACCORDANCE WITH ARTICLES 3.02 AND 3.03.

NOTE:
ALL NEW AND EXISTING COMPONENTS/CABLES SHALL BE INSTALLED SO AS NOT TO CREATE A TRIPPING HAZARD OR INTERFERE WITH ACCESS TO THE CLIMBING LADDER, MAN-WAY HATCHES, OR HAND-RAILINGS.

NOTE:
ALL ABANDONED ANTENNAS, CABLES, COAX AND DETACHABLE EQUIPMENT THAT ARE NO LONGER USED ARE TO BE REMOVED DURING THE FINAL MIGRATION.

NOTE:
ALL CABLES SHALL BE MANUFACTURED OR CUT TO THE APPROPRIATE LENGTH AND INSTALLED AS NEAT/DISCREETLY AS POSSIBLE.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date 1-18-23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

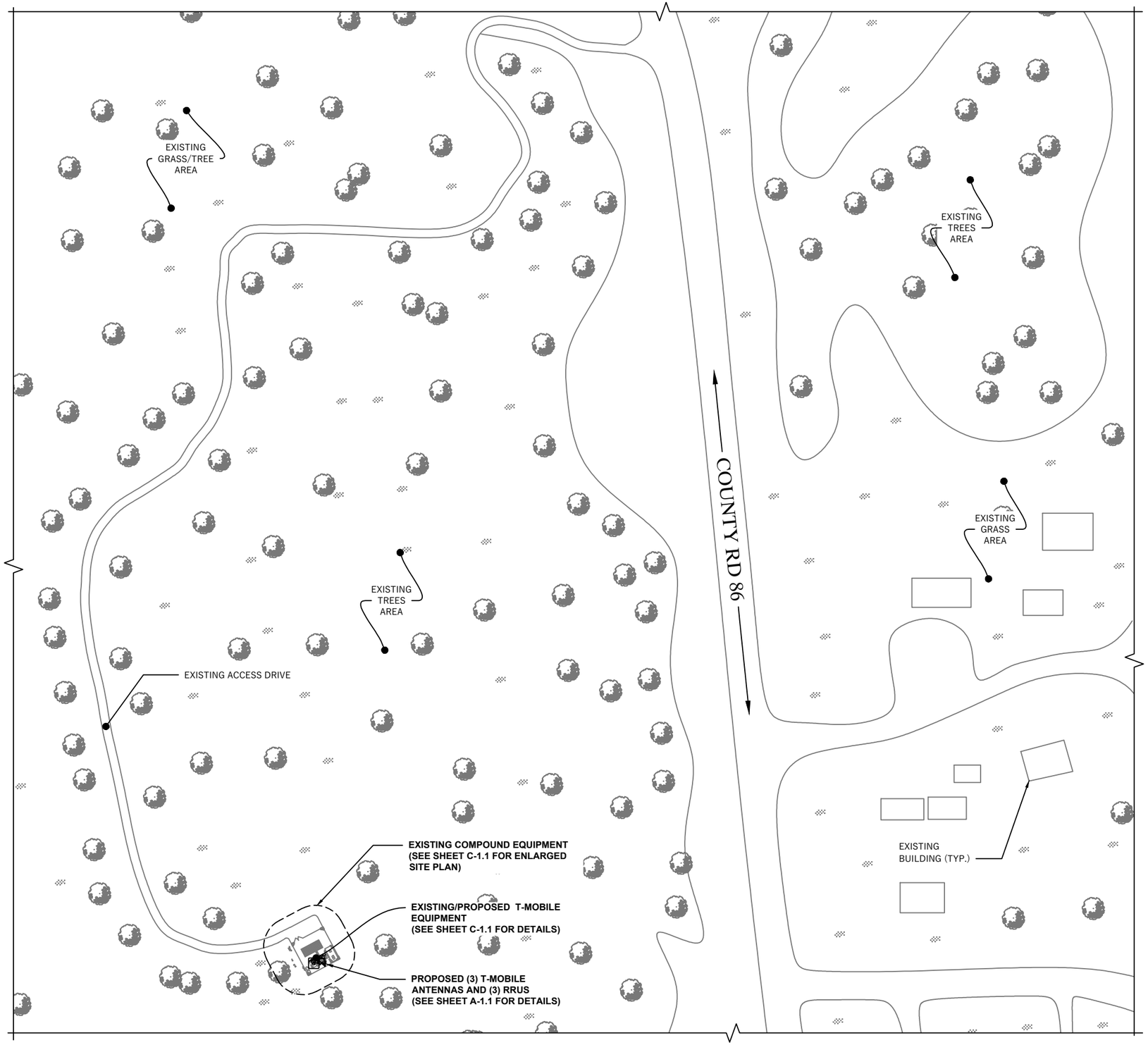
NO.	DATE	REV.	REVISIONS	BY	APP.
3	01/18/2023	1	FINAL CD'S	JG	RZ
2	10/25/2022	0	FINAL CD'S	JG	RZ
1	04/11/2022	A	PRELIMINARY CD'S	JG	RZ

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
GENERAL NOTES (CONTINUED)

SHEET NUMBER
N-1.1



NOTE:
1. GENERAL CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND HAVE A PRE-CON WALK WITH THE PROJECT MANAGER.
2. GENERAL CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
3. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
4. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
5. NO UPDATED SURVEY HAS BEEN PERFORMED PROPERTY IMPROVEMENT DEPICTIONS ARE APPROXIMATE LOCATIONS
6. THE CONTRACTOR AND SUBCONTRACTORS SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER WITHIN 30 DAYS OF PROJECT COMPLETION.

OVERALL SITE PLAN

NORTH

100' 0 50' 100'

SCALE: 1"=100'-0" (22x34)
(OR) 1/2"=100'-0" (11x17)

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature: Roger Allan Zimmer
Date: 1-18-23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

NO.	DATE	REV		
3	01/18/2023	1	FINAL CD'S	JG RZ
2	10/25/2022	0	FINAL CD'S	JG RZ
1	04/11/2022	A	PRELIMINARY CD'S	JG RZ
			REVISIONS	BY APP

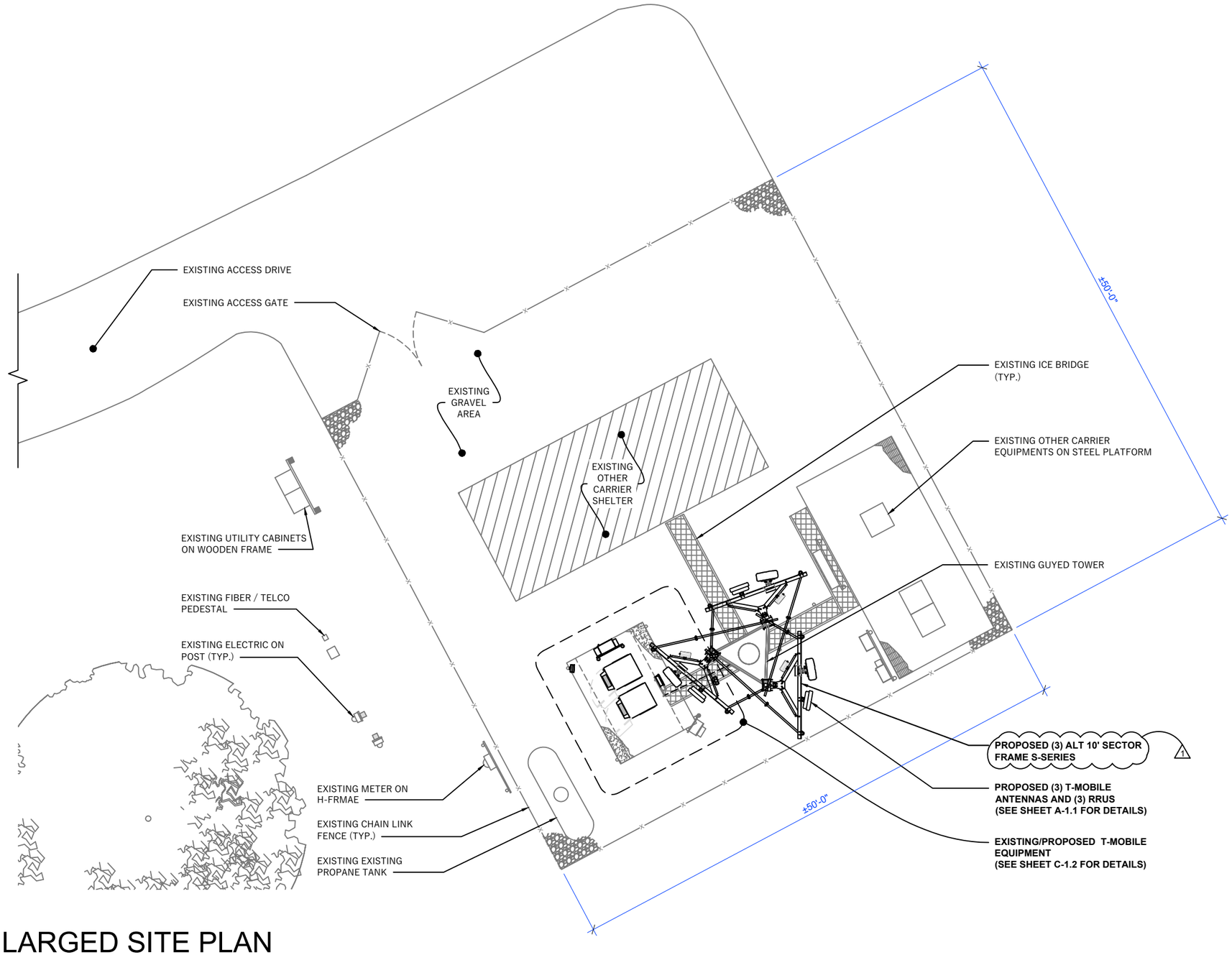
ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
OVERALL SITE PLAN

SHEET NUMBER
C-1.0

NOTE:
ALL CABLES/ COMPONENTS SHALL BE INSTALLED SO AS NOT TO CREATE A TRIPPING HAZARD OR INTERFERE WITH ACCESS TO THE CLIMBING LADDER, MAN-WAY HATCHES, OR HAND-RAILINGS.



ENLARGED SITE PLAN

NORTH

0 3' 6' 12'

SCALE: 3/32"=1'-0" (22x34)
(OR) 3/64"=1'-0" (11x17)

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9996

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date 1.18.23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

NO.	DATE	REVISIONS	BY	APP
3	01/18/2023	FINAL CD'S	JG	RZ
2	10/25/2022	FINAL CD'S	JG	RZ
1	04/11/2022	PRELIMINARY CD'S	JG	RZ
0				
A				
REV.				

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

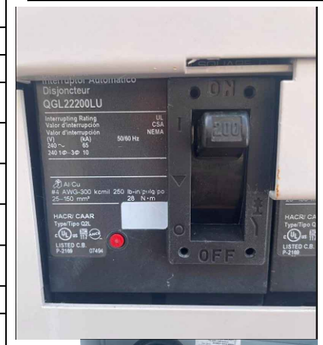
SHEET DESCRIPTION
ENLARGED SITE PLAN

SHEET NUMBER
C-1.1

CONTRACTOR NOTE:
THIS SITE DOES NOT REQUIRE AN ELECTRICAL SERVICE UPGRADE:

ELECTRICAL SERVICE UPGRADE	
EXISTING CONDITION	**PROPOSED UPGRADE**
FEED FROM POWER COMPANY IS 200 AMP.	**NO ACTION REQUIRED**
METER ENCLOSURE IS 200 AMP RATED AND FEED WITH 200 AMP.	**NO ACTION REQUIRED**
THE EXISTING FEED FROM THE METER IS 2", 200 AMP.	**NO ACTION REQUIRED**
THE EXISTING SERVICE BREAKER IS 200 AMP.	**NO ACTION REQUIRED**
CONDUIT FROM THE SERVICE TO TRANSFER SWITCH CABINET IS 2"	**NO ACTION REQUIRED**
THE WIRE FROM SERVICE TO THE TRANSFER SWITCH CABINET IS 200 AMP. GENERATOR PLUG IS 200 AMP.	**NO ACTION REQUIRED**
THE FEEDER TO THE PPC ON THE PURCELL IS 200 AMP. CONDUIT IS 2 INCH	**NO ACTION REQUIRED**
THE FEED TO THE BBU IS 2, 80 AMP.	**BBU UPGRADE TO HPL3, NO ACTION REQUIRED**
THE CONDUIT SIZE MAIN SWITCH GEAR TO TRANSFORMER	N/A
BBU NEEDS TO BE 200 AMP CAPABLE OR HIGHER. CONFIRM WHAT'S ON SITE.	
SSC ON SITE?.....NO	DELTA, PURCEL ETC .....YES PURCEL
POWER HEAD ON SITE?...NO	VALERE, ALPHA, ETC
BREAKER TYPE?.....N/A	BULLET STYLE, STANDARD, ETC
PPC NEEDS TO BE 200A OR HIGH. CONFIRM WHAT'S THERE. A 200 A TRANSFER SWITCH AND 200 AMP GEN. PLUG.	

NOTE:
ALL CABLES/ COMPONENTS SHALL BE INSTALLED SO AS NOT TO CREATE A TRIPPING HAZARD OR INTERFERE WITH ACCESS TO THE CLIMBING LADDER, MAN-WAY HATCHES, OR HAND-RAILINGS.



EXISTING T-MOBILE 200A PPC CABINET TO BE RELOCATED TO PROPOSED H-FRAME

EXISTING T-MOBILE WORKING LIGHTS TO BE RELOCATED TO EXISTING CANOPY POST

EXISTING T-MOBILE 8'-4"x11'-2" CONCRETE PAD

EXISTING STEEL CANOPY ABOVE

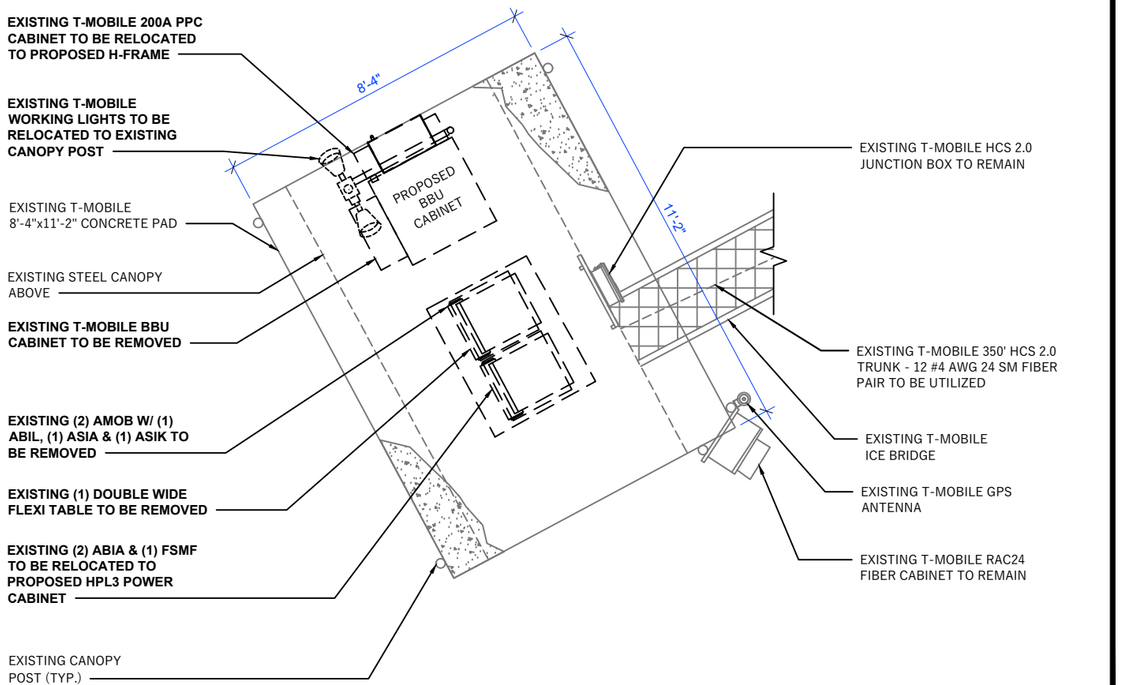
EXISTING T-MOBILE BBU CABINET TO BE REMOVED

EXISTING (2) AMOB W/ (1) ABIL, (1) ASIA & (1) ASIK TO BE REMOVED

EXISTING (1) DOUBLE WIDE FLEXI TABLE TO BE REMOVED

EXISTING (2) ABIA & (1) FSMF TO BE RELOCATED TO PROPOSED HPL3 POWER CABINET

EXISTING CANOPY POST (TYP.)



NORTH

EXISTING EQUIPMENT PLAN

0 6" 1' 2'

SCALE: 1/2"=1'-0" (22x34)
(OR) 1/4"=1'-0" (11x17)

RELOCATED T-MOBILE 200A PPC CABINET TO BE INSTALLED TO PROPOSED H-FRAME

EXISTING T-MOBILE 8'-4"x11'-2" CONCRETE PAD

RELOCATED WORKING FLOOD LIGHT MOUNTED ON EXISTING CANOPY POST

EXISTING STEEL CANOPY ABOVE

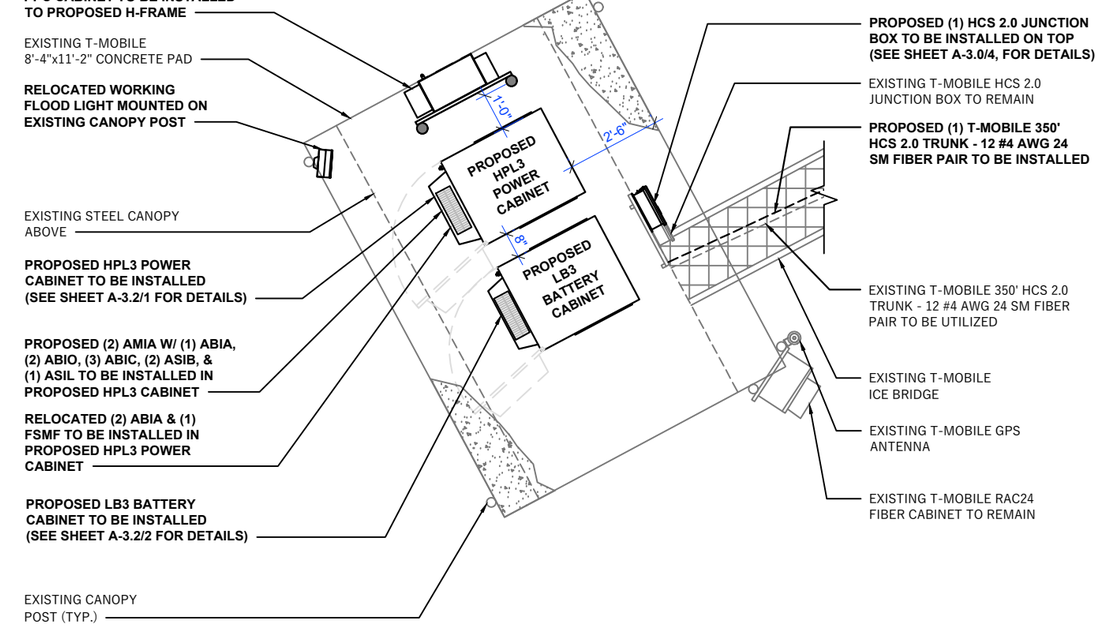
PROPOSED HPL3 POWER CABINET TO BE INSTALLED (SEE SHEET A-3.2/1 FOR DETAILS)

PROPOSED (2) AMIA W/ (1) ABIA, (2) ABIO, (3) ABIC, (2) ASIB, & (1) ASIL TO BE INSTALLED IN PROPOSED HPL3 CABINET

RELOCATED (2) ABIA & (1) FSMF TO BE INSTALLED IN PROPOSED HPL3 POWER CABINET

PROPOSED LB3 BATTERY CABINET TO BE INSTALLED (SEE SHEET A-3.2/2 FOR DETAILS)

EXISTING CANOPY POST (TYP.)



NORTH

PROPOSED EQUIPMENT PLAN

0 6" 1' 2'

SCALE: 1/2"=1'-0" (22x34)
(OR) 1/4"=1'-0" (11x17)

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date 1.18.23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

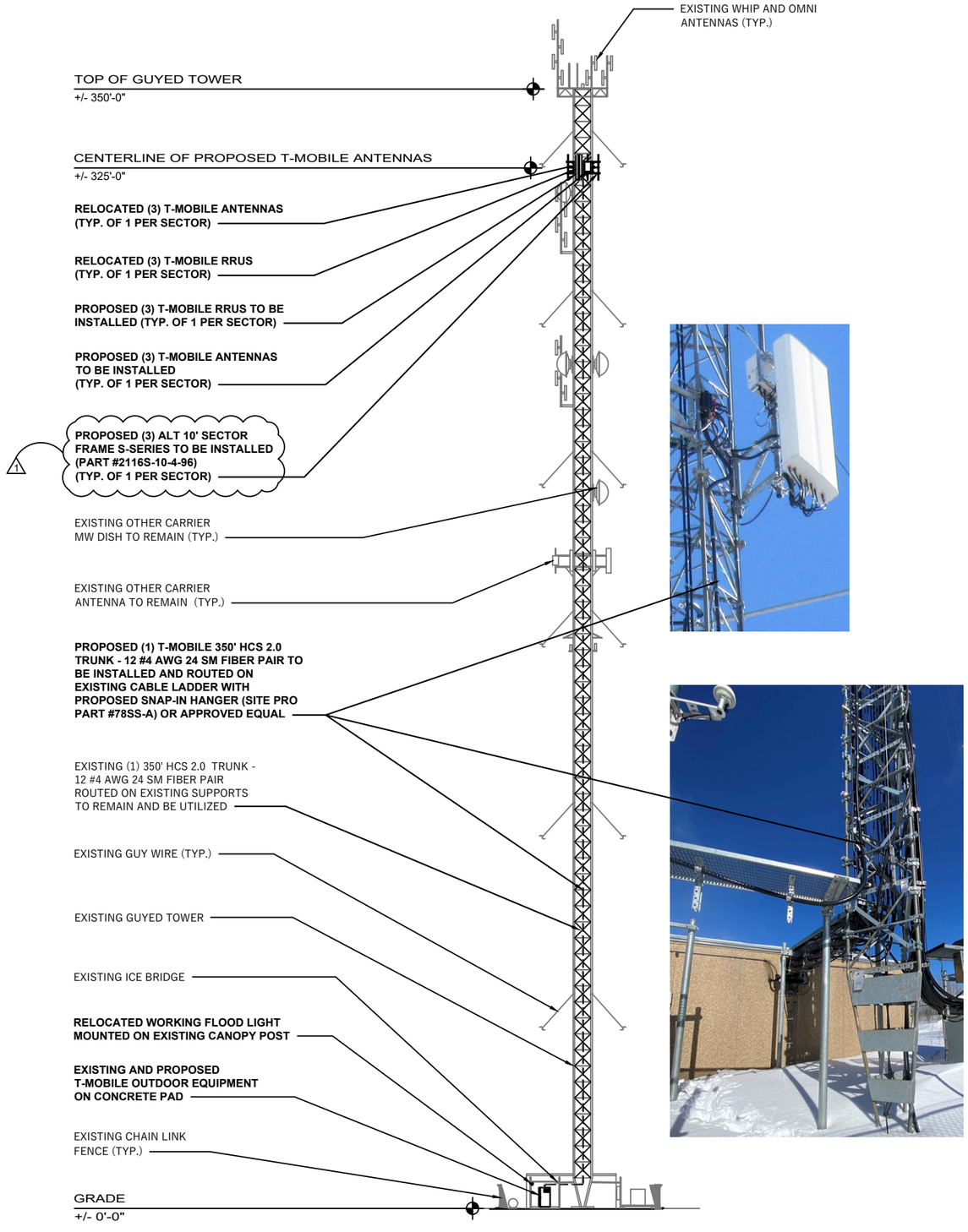
PROJECT NUMBER:
693458

NO.	DATE	REV	REVISIONS	BY	APP
3	01/18/2023	1	FINAL CD'S	JG	RZ
2	10/25/2022	0	FINAL CD'S	JG	RZ
1	04/11/2022	A	PRELIMINARY CD'S	JG	RZ

△ REVISION THIS SHEET
ISSUE RECORD
THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
EQUIPMENT LAYOUTS

SHEET NUMBER
C-1.2



NOTE:
ALL CABLES/ COMPONENTS SHALL BE INSTALLED SO AS NOT TO CREATE A TRIPPING HAZARD OR INTERFERE WITH ACCESS TO THE CLIMBING LADDER, MAN-WAY HATCHES, OR HAND-RAILINGS.

TOWER ELEVATION

1
A–1.0

SCALE
N.T.S.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date 1-18-23 License # 51080

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

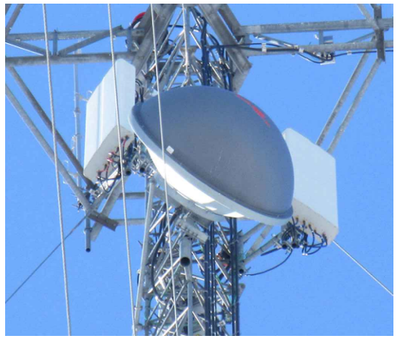
NO.	DATE	REV		
3	01/18/2023	0	FINAL CD'S	JG / RZ
2	10/25/2022	0	FINAL CD'S	JG / RZ
1	04/11/2022	A	PRELIMINARY CD'S	JG / RZ
		REV	REVISIONS	BY / APP

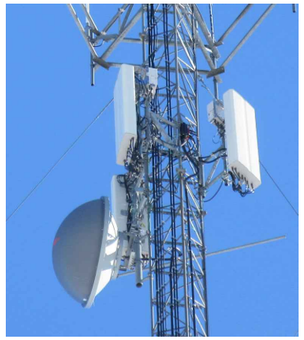
ISSUE RECORD
△ REVISION THIS SHEET

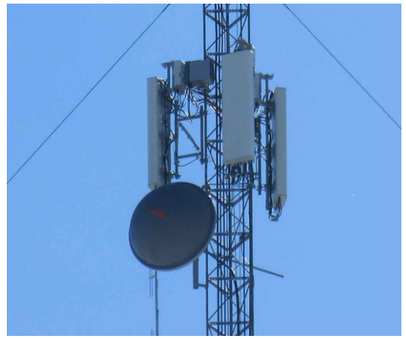
THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

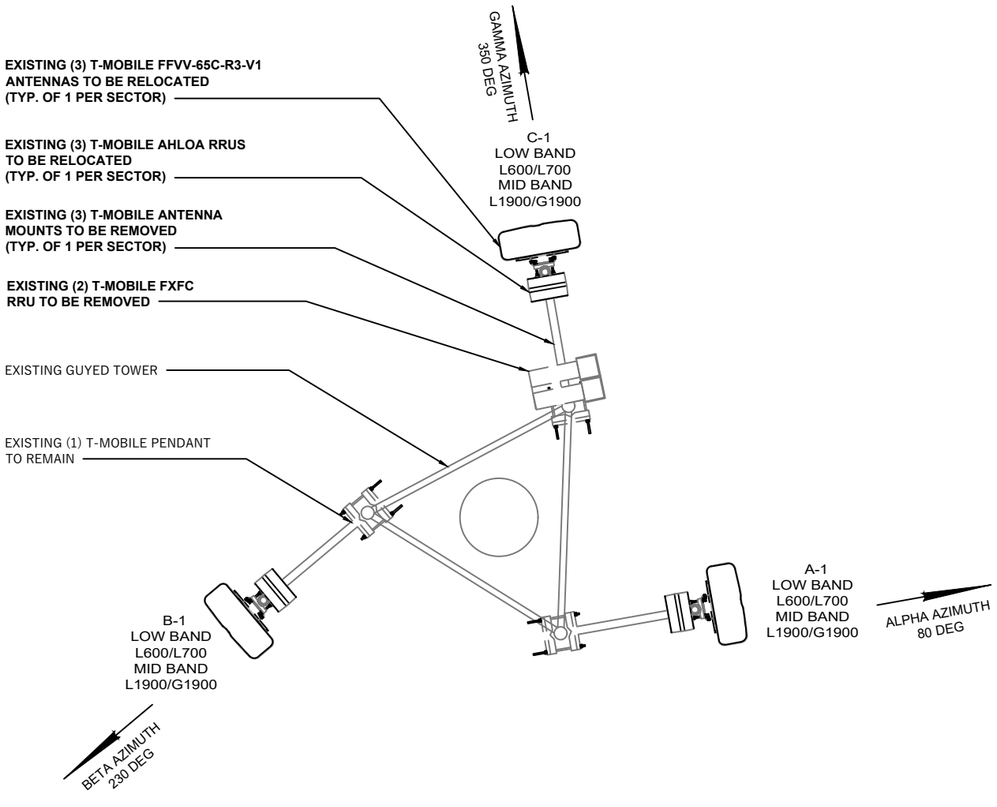
SHEET DESCRIPTION
TOWER ELEVATION

SHEET NUMBER
A-1.0



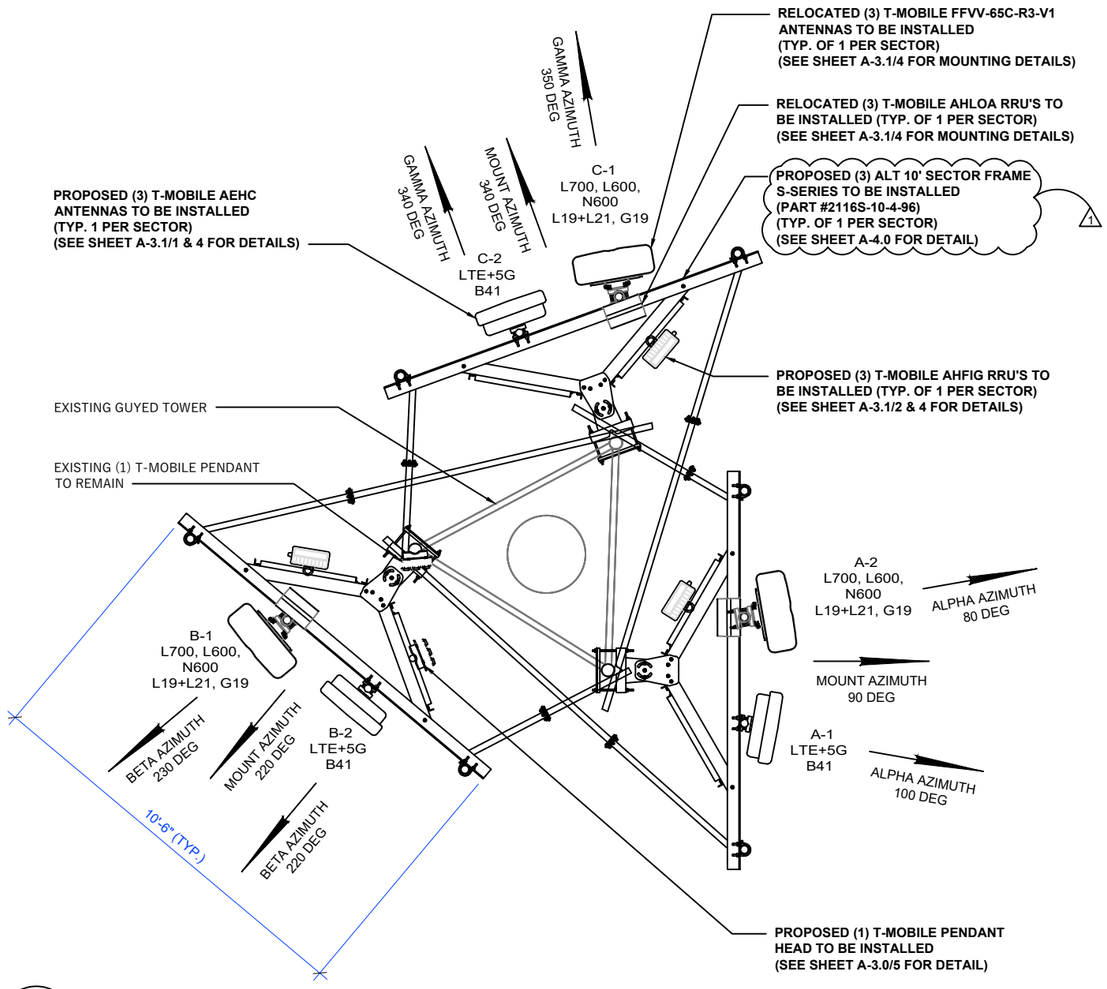






NOTE:
ALL/ANY TOWER, GRADE AND/OR EQUIPMENT SHELTER PENETRATION(S) ARE REQUIRED TO BE COMPLETELY SEALED WITH THE APPROPRIATE WEATHERPROOF BOOT.

NOTE:
INCLUDE NEOPRENE, NYLON WASHERS, AND A METAL SHIM AS NECESSARY BENEATH AND AROUND ALL CLAMPS, ANGLE ADAPTERS, ETC. AT ALL PAINTED CONTACT POINTS. ON ALL PAINTED EXTERIOR U-BOLT OR COMPRESSION MOUNT CONTACT POINTS ALSO USE COLORED TAPE TO MATCH THE TOWER.



EXISTING ANTENNA LAYOUT

NORTH

0 3" 6" 1'

SCALE: 3/4"=1'-0" (22x34)
(OR) 3/8"=1'-0" (11x17)

PROPOSED ANTENNA LAYOUT

NORTH

0 1' 2' 3'

SCALE: 3/8"=1'-0" (22x34)
(OR) 3/16"=1'-0" (11x17)

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9996

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature: Roger Allan Zimmer
Date: 1-18-23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

NO.	DATE	REV	PRELIMINARY CD'S	JG
1	04/11/2022	A	REVISIONS	BY
2	10/25/2022	0	FINAL CD'S	JG
3	01/18/2023	1	FINAL CD'S	RZ
				RZ
				RZ
				APP

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
ANTENNA LAYOUTS

SHEET NUMBER
A-1.1

ANTENNA KEY

STATUS	ANTENNA NUMBER	ANTENNA VENDOR	MODEL #	AZIMUTH	ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	ANTENNA CENTERLINE AGL	TYPE	COAXIAL FEEDER		HYBRID CABLE FEEDER	
									SIZE	LENGTH	SIZE	LENGTH
PROPOSED	**A-1**	**NOKIA**	**AEHC**	**100°**	**2**	**0**	**325'-0"**	**L2500 / N2500**	-		EXISTING 350' HCS 2.0 TRUNK - 12#4AWG 24 SM FIBER PR	
EXISTING	A-2	COMMSCOPE	FFVV-65C-R3-V1	80°	2 / 2 / 2 / 2	0	325'-0"	L600 / L700 / N600 U1900/L1900/L2100/ G1900/LAWS3 N1900/N2100				
EXISTING	B-1	COMMSCOPE	FFVV-65C-R3-V1	230°	2 / 2 / 2 / 2	0	325'-0"	L600 / L700 / N600 U1900/L1900/L2100/ G1900/LAWS3 N1900/N2100	-		**PROPOSED 350' HCS 2.0 TRUNK - 12#4AWG 24 SM FIBER PR**	
PROPOSED	**B-2**	**NOKIA**	**AEHC**	**220°**	**2**	**0**	**325'-0"**	**L2500 / N2500**				
EXISTING	C-1	COMMSCOPE	FFVV-65C-R3-V1	350°	2 / 2 / 2 / 2	0	325'-0"	L600 / L700 / N600 U1900/L1900/L2100/ G1900/LAWS3 N1900/N2100	-		**SHARED**	
PROPOSED	**C-2**	**NOKIA**	**AEHC**	**340°**	**2**	**0**	**325'-0"**	**L2500 / N2500**				

EQUIPMENT KEY - CONCRETE PAD

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	QTY.	STATUS
EQUIPMENT LEVEL	NOKIA	SYSTEM MODULE	FSMF	1	EXISTING
EQUIPMENT LEVEL	**NOKIA**	**FIBER JUNCTION BOX**	**HCS 2.0**	**2**	(1) EXISTING **(1) PROPOSED**
EQUIPMENT LEVEL	**NOKIA**	**SYSTEM MODULE**	**AMIA**	**2**	**PROPOSED**
EQUIPMENT LEVEL	**NOKIA**	**SYSTEM MODULE**	**ABIA**	**3**	(2) EXISTING **(1) PROPOSED**
EQUIPMENT LEVEL	**NOKIA**	**SYSTEM MODULE**	**ABIO**	**2**	**PROPOSED**
EQUIPMENT LEVEL	**NOKIA**	**SYSTEM MODULE**	**ABIC**	**3**	**PROPOSED**
EQUIPMENT LEVEL	**NOKIA**	**SYSTEM MODULE**	**ASIB**	**2**	**PROPOSED**
EQUIPMENT LEVEL	**NOKIA**	**SYSTEM MODULE**	**ASIL**	**1**	**PROPOSED**

EQUIPMENT KEY -SECTOR

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	QTY.	STATUS
ANTENNA LEVEL	NOKIA	RRU	AHLOA	3	EXISTING
ANTENNA LEVEL	**NOKIA**	**RRU**	**AHFIG**	**3**	**PROPOSED**
ANTENNA LEVEL	**ALLIANCE CORP.**	**PENDANT HEAD**	**HCS 2.0**	**2**	(1) EXISTING **(1) PROPOSED**

NOTE:
EACH COMPONENT, MOUNTING PIPE, CABLE, OR GROUP OF CABLES (IF ROUTED TOGETHER), SHOULD INCLUDE A TAG CLEARLY IDENTIFYING IT AS T-MOBILE EQUIPMENT. CABLES SHALL BE MARKED AT THE BASE OF THE TOWER, WHERE THEY TRANSITION FROM VERTICAL TO HORIZONTAL, AND AT THE ANTENNA LOCATION.

1 A–2.0 ANTENNA KEY

SCALE N.T.S.

NOTE:
CABLES SHALL BE MANUFACTURED OR TERMINATED TO THE APPROPRIATE LENGTH AND INSTALLED AS NEAT/DISCREETLY AS POSSIBLE.

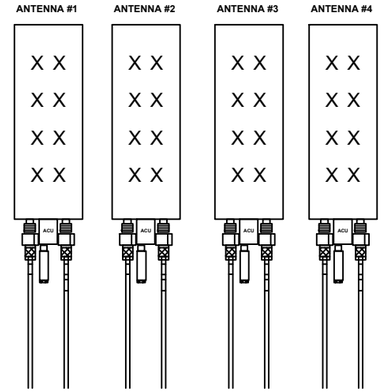
NOTE:
EACH COMPONENT, CABLE, OR GROUP OF CABLES (IF ROUTED TOGETHER), SHOULD INCLUDE A TAG CLEARLY IDENTIFYING IT AS THE CARRIER'S EQUIPMENT. CABLES SHALL BE MARKED AT THE BASE OF THE TOWER, AT THE TOP STIFFENER OR ROOF (WHERE THEY TRANSITION FROM VERTICAL TO HORIZONTAL) AND AT THE ANTENNA LOCATION.

COLOR CODING

- **ANTENNAS WILL BE LABELED (BACK OF ANTENNA VIEW) RIGHT TO LEFT 1- X PORTS**
- **CABLE/JUMPER LINES WILL BE IDENTIFIED BY SECTOR COLOR AND BY NUMBER OF BANDS AROUND THE CABLE / JUMPER**

SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	PURPLE
LMU	BROWN + SECTOR COLOR BANDS (1,2)
FIBER ID	GRAY
UNUSED COAX	PINK
MICROWAVE	ORANGE
PWE T-1'S +GPS DOWNLINK CABLE	ID w/ LABEL MARKER

FRONT OF THE ANTENNA



- **EXAMPLE - CABLE WITH FOUR BANDS OF RED TAPE WILL REPRESENT *ALPHA SECTOR* AND *THE 4TH PORT OF ANTENNA***

COLOR CODING NOTES:

COLOR	GSM
COLOR	UMTS 1900
COLOR	UMTS AWS
COLOR	LTE
COLOR	FIBER CABLE

METALLIC TAG NOTES:

1. TWO METALLIC TAGS SHALL BE ATTACHED AT EACH END OF EVERY CABLE LONGER THAN (3) FEET
2. CABLE LESS THAN (3) THREE FEET WILL HAVE TWO METALLIC TAGS ATTACHED AT THE CENTER OF THE CABLE
3. TAGS WILL BE FASTENED WITH STAINLESS STEEL ZIP TIES APPROPRIATE FOR CABLE DIAMETER
4. STANDARDIZED METALLIC TAG KIT WILL BE ASSEMBLED WITH TAGS ALREADY ENGRAVED TO ACCOMMODATE ALL CONFIGURATIONS

2 A–2.0 CABLE/TAGGING COLOR CODING

SCALE N.T.S.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date: 1-18-23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

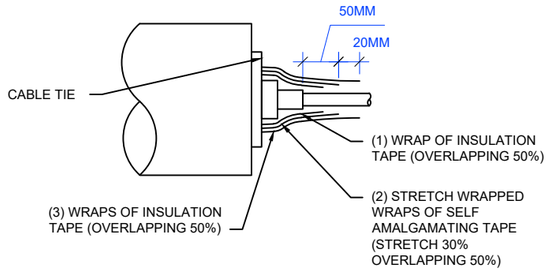
NO.	DATE	REVISIONS	BY	APP.
3	01/18/2023	FINAL CD'S	JG	RZ
2	10/25/2022	FINAL CD'S	JG	RZ
1	04/11/2022	PRELIMINARY CD'S	JG	RZ
△	REV.	REVISIONS	BY	APP.

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

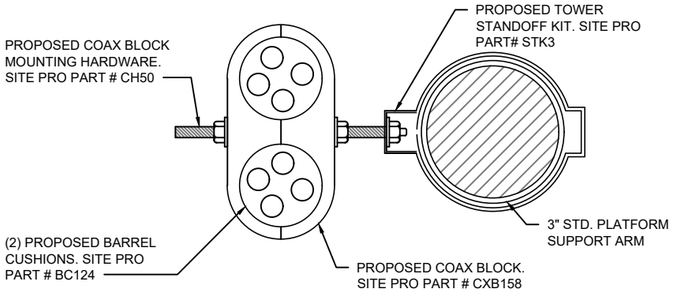
SHEET DESCRIPTION
ANTENNA & EQUIPMENT CONFIGURATION KEYS

SHEET NUMBER
A-2.0



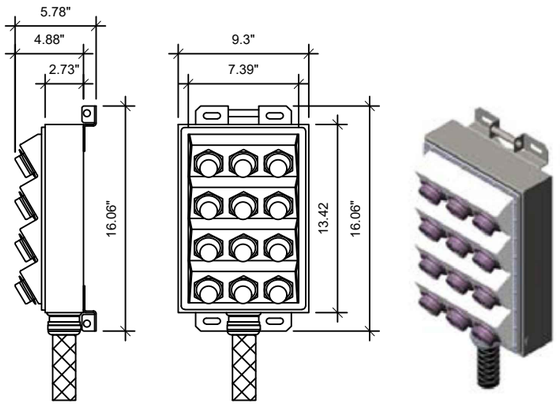
1 A–3.0 RF JUMPER CONNECTION DETAIL

SCALE
N.T.S.



2 A–3.0 RF JUMPER MOUNTING DETAIL

SCALE
N.T.S.

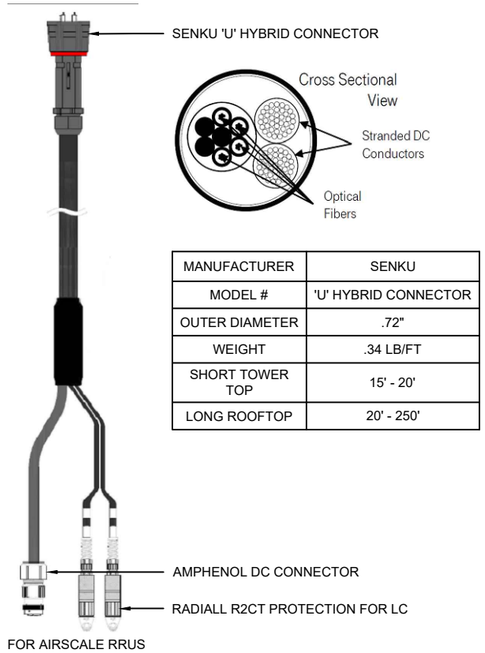


MANUFACTURER	ALLIANCE CORP
MODEL #	HYBRID CABLE HI-CAP BREAKOUT BOX
DIMENSIONS (HxWxD)	16.06" x 9.3" x 5.78"

NOTE:
TOTAL VOLUME IS MAX 480.6 CUBIC INCH.

5 A–3.0 BREAKOUT BOX DETAIL

SCALE
N.T.S.

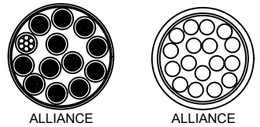


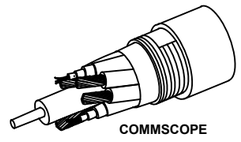
FOR AIRSCALE RRUS

MANUFACTURER	SENKU
MODEL #	'U' HYBRID CONNECTOR
OUTER DIAMETER	.72"
WEIGHT	.34 LB/FT
SHORT TOWER TOP	15' - 20'
LONG ROOFTOP	20' - 250'

3 A–3.0 HYBRID JUMPER CABLE GENERAL SPECIFICATIONS

SCALE
N.T.S.





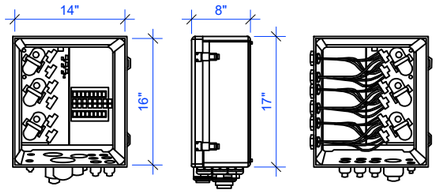
COMMSCOPE

CHARACTERISTICS	ALLIANCE	COMMSCOPE	NWS
OUTER DIAMETER	1.46"	1.55"	1.48"
WEIGHT	1.61 LB/FT	1.71 LB/FT	1.61 LB/FT
MIN. BEND RAD	14.6"	18.6"	21.5"
DC CONDUCTORS	12 x 6 AWG	12 x 6 AWG	12 x 6 AWG
ARMOR	CORRUGATED CU	CORRUGATED AL	CU TAPE, PVC
CONDUCTOR TERMINATION	NONE	NONE	NONE
SINGLE-MODE FIBERS	48	48	48
FIBER TERMINATION	LC PAIR	LC PAIR	LC PAIR

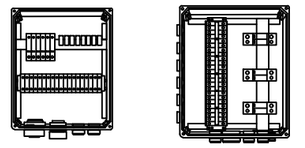
6 A–3.0 TRUNK CABLE SPECS

SCALE
N.T.S.

- BOTTOM JUNCTION BOX AND ROOF TOP BOX REQUIRES 3 DC-BREAKER FEEDS EACH



- ALLOWS EACH SECTOR TO BE DE-ENERGIZED INDIVIDUALLY FOR MAINTENANCE WITHOUT SERVICE IMPACT TO THE OTHER SECTORS



4 A–3.0 DC POWER FEEDS FROM RECTIFIER DISTRIBUTION

SCALE
N.T.S.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9996

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date 1-18-23 License # 51980

NO.	DATE	REVISIONS	BY	APP
3	01/18/2023	FINAL CD'S	JG	RZ
2	10/25/2022	FINAL CD'S	JG	RZ
1	04/11/2022	PRELIMINARY CD'S	JG	RZ
A		REVISIONS	BY	APP

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SITE NAME:
ITASCA COUNTY TOWER 2

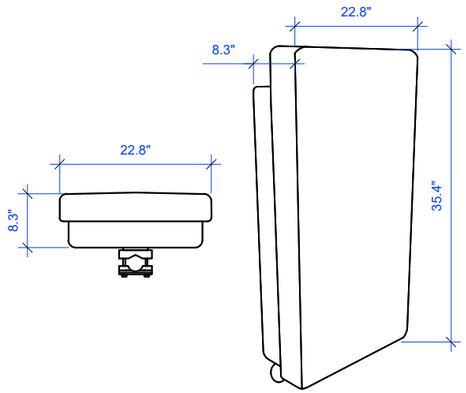
SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

SHEET DESCRIPTION
EQUIPMENT DETAILS

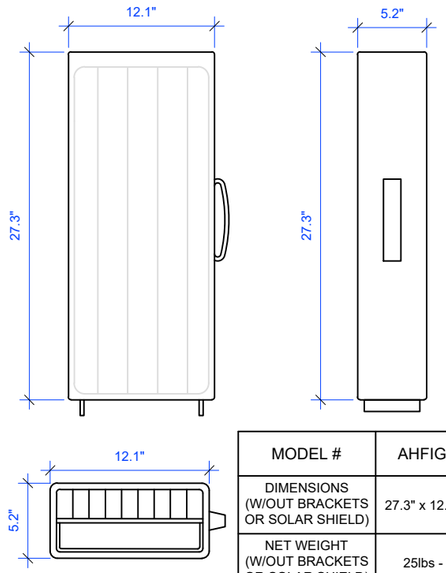
SHEET NUMBER
A-3.0



MANUFACTURER	NOKIA
MODEL #	AEHC
DIMENSIONS (HxWxD)	35.4" x 22.8" x 8.3"
NET WEIGHT	<99 lbs (WITHOUT MOUNTING BRACKETS)
OPTICAL PORTS	4 x SFP28, 10/25GE eCPRI (WITH R2CT)
FREQUENCY	REFER TO RF DATA SHEET

1 A–3.1 **AEHC ANTENNA DETAIL**

SCALE N.T.S.



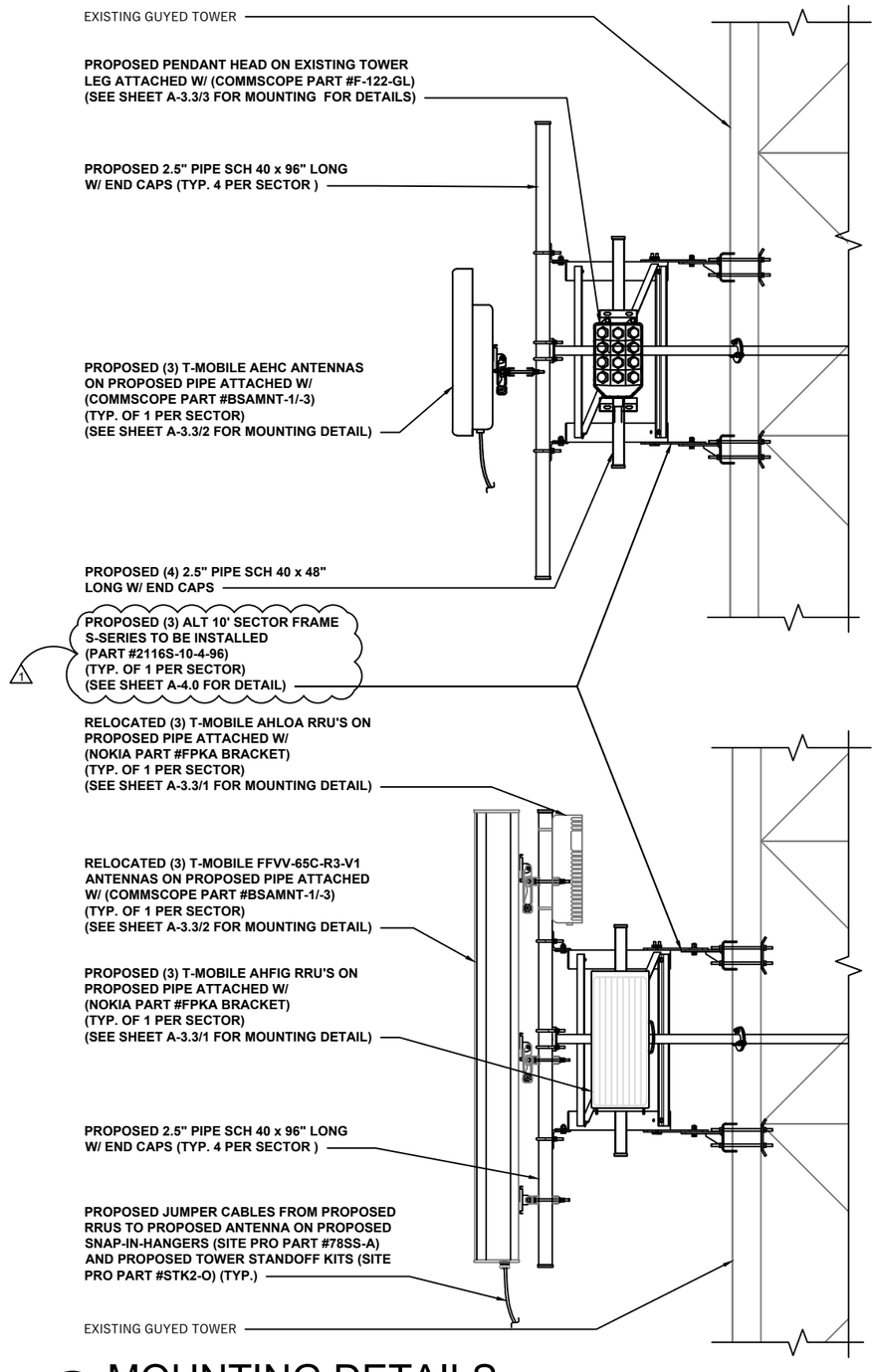
MODEL #	AHFIG RRU
DIMENSIONS (W/OUT BRACKETS OR SOLAR SHIELD)	27.3" x 12.1" x 5.2"
NET WEIGHT (W/OUT BRACKETS OR SOLAR SHIELD)	25lbs - 73lbs

2 A–3.1 **AHFIG DETAIL**

SCALE N.T.S.

3 A–3.1 **NOT USED**

SCALE N.T.S.



4 A–3.1 **MOUNTING DETAILS**

SCALE N.T.S.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date 1-18-23 License # 51980

SITE NAME: ITASCA COUNTY TOWER 2

SITE ID: A1O0855C

SITE ADDRESS: 34560 COUNTY RD 86 NASHWAUK, MN 55769

PROJECT NUMBER: 693458

NO.	DATE	REV	REVISIONS	BY	APP
3	01/18/2023	2	FINAL CD'S	JG	RZ
2	10/25/2022	0	FINAL CD'S	JG	RZ
1	04/11/2022	A	PRELIMINARY CD'S	JG	RZ

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
EQUIPMENT DETAILS

SHEET NUMBER
A-3.1

Front Door and Rear Hatch Open

MANUFACTURER	DELTA
MODEL	HP - LARGE 3 POWER CABINET
CONSTRUCTION	ALUMINUM ENCLOSURE
DIMENSIONS (W x H x D)	30 x 72 x 36 in, DEPTH W/ DOOR: 43 in
WEIGHT	~551 lbs (WITHOUT CUSTOMER EQUIPMENT OR BATTERIES)
INTERNAL RACK DIMENSION	TOTAL EQUIPMENT SPACE, 30R:
	HORIZONTAL RACK: 19" x 27RU
	VERTICAL RACK: 19" x 3RU
	POWER SYSTEM SPACE: 23" X 12RU
MOUNTING OPTIONS	PAD-MOUNT, PLINTH OPTION
FINISH	POLYESTER POWDER PAINT (TAN)
SAFETY	UL LISTED, IEC / EN 60950

1 A–3.2 HP-LARGE 3 POWER CABINET DETAIL

SCALE
N.T.S.

Front Door Open

MANUFACTURER	DELTA
MODEL	LB3 (LARGE BATTERY 3 CABINET)
CONSTRUCTION	ALUMINUM ENCLOSURE
DIMENSIONS (W x H x D)	30 x 72 x 35 in, DEPTH W/ DOOR: 41.2 in
WEIGHT	~540 lbs (WITHOUT BATTERIES)
INTERNAL RACK DIMENSION	4 BATTERY TRAYS TO SUPPORT UP TO 4 STRINGS 210Ah BATTERIES
MOUNTING OPTIONS	PAD-MOUNT, PLINTH OPTION
FINISH	POLYESTER POWDER PAINT (TAN)
SAFETY	UL LISTED, IEC / EN 60950

2 A–3.2 LB3 BATTERY CABINET DETAIL

SCALE
N.T.S.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-5111 FAX | 314-997-5996

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature: Roger Allan Zimmer
Date 1.18.23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

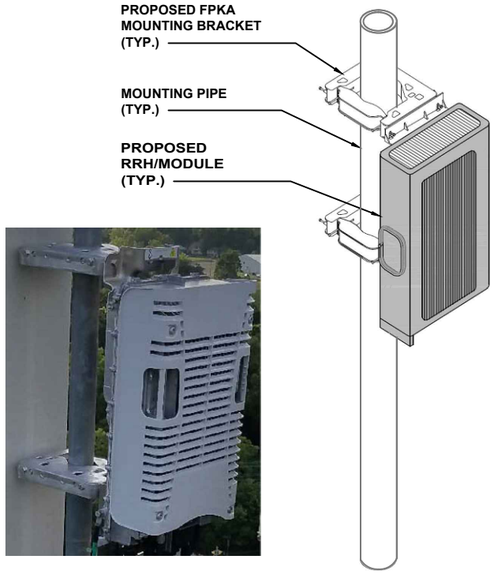
NO.	DATE	REVISIONS	BY	APP
3	01/18/2023	FINAL CD'S	JG	RZ
2	10/25/2022	FINAL CD'S	JG	RZ
1	04/11/2022	PRELIMINARY CD'S	JG	RZ
REV.	1	0	A	

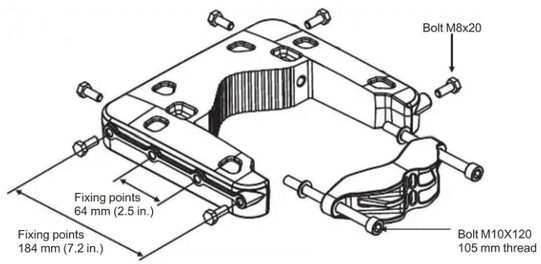
△ ISSUE RECORD
REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
EQUIPMENT DETAILS

SHEET NUMBER
A-3.2





FLEXI POLE KIT (FPKA) CAN BE USED AS FOLLOWS:

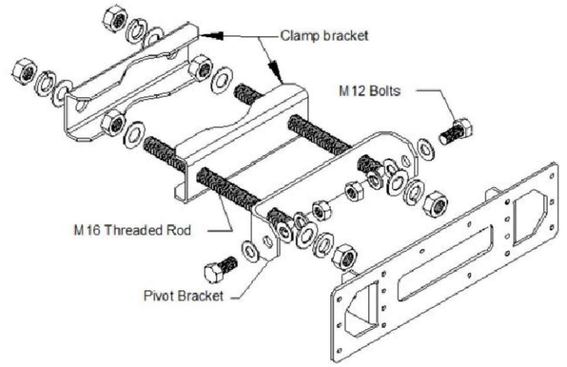
- VERSION 101: POLES BETWEEN 60MM (2.4 IN.) AND 120MM (4.7 IN.) IN DIAMETER
- VERSION 202: POLES BETWEEN 30MM (1.2 IN.) AND 120MM (4.7 IN.) IN DIAMETER (THE BRACKET STRAINER IS FLIPPED AROUND WHEN THE POLE SIZE IS 59 MM OR SMALLER IN DIAMETER)

THE WIDTH OF THE FIXING POINTS IS 184 MM (7.2 IN) AND 64 MM (2.5 IN.). THERE ARE FIXING POINTS ON THREE SIDES OF THE FPKA. THE M10 SCREWS SHOULD BE TIGHTENED TO 30 NM (23.13 FT-LB) AND THE M8 SCREWS TO 20 NM (14.75 FT.LB). THE MAXIMUM ALLOWED WIGHT ON THE FPKA IS 160 KG (352.7 LBS). TWO FPKA KITS SUPPORT TWO FMFA'S ONE ON EACH SIDE OF THE POLE. EACH FPKA (PLINTH) CAN SUPPORT A MAXIMUM OF TWO 2U OR 3U FLEXI MODULE WITH CASINGS, CABLES, AND AUXILIARY BOXES (FOR EXAMPLE. OVP). NOTE THAT FOR LARGER CONFIGURATIONS IT IS RECOMMENDED TO USE THE FPKC POLE KIT.

INSTALLATION W/ REMOTE RADIO HEADS (RRH'S)
THE FPKA HAS ROOM FOR THREE REMOTE RADIO HEADS (FRIG/FRHE/FRHD/FHHPC EXCULDED). IT IS POSSIBLE TO USE THREE INSTALLATIONS DIRECTIONS. SEE FIGURE FPKA WITH THREE REMOTE RADIO HEADS FOR THE FPKA INSTALLATION WITH THREE REMOTE RADIO HEADS.

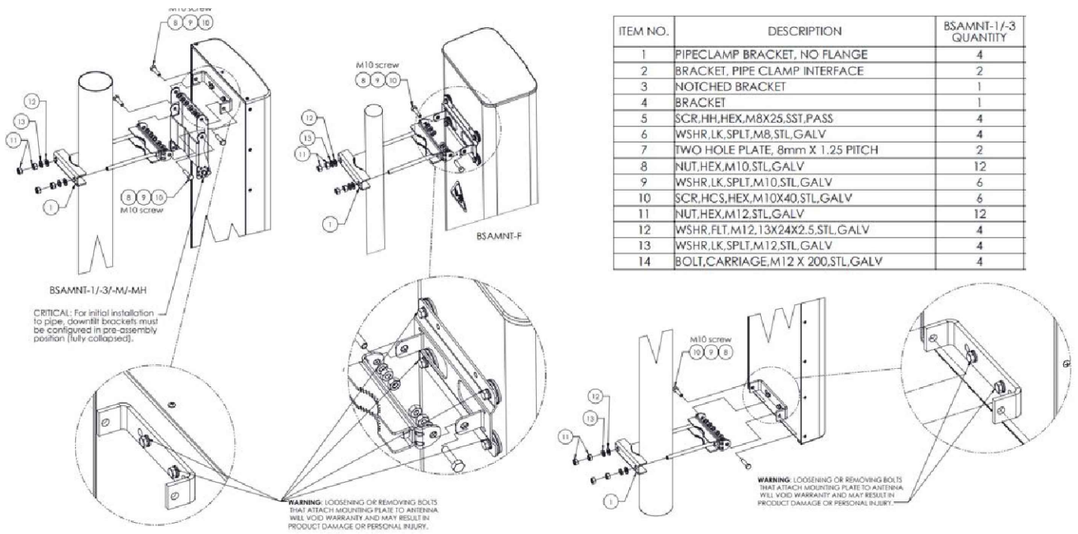
1 A–3.3 FPKA BRACKET & MOUNTING DETAIL

SCALE N.T.S.



3 A–3.3 COMMSCOPE F-122-GL MOUNTING KIT DETAIL

SCALE N.T.S.



ITEM NO.	DESCRIPTION	BSAMNT-1/-3 QUANTITY
1	PIPECLAMP BRACKET, NO FLANGE	4
2	BRACKET, PIPE CLAMP INTERFACE	2
3	NOTCHED BRACKET	1
4	BRACKET	1
5	SCR,HH,HEX,M8X25,SST,PASS	4
6	WSHR,LK,SPLT,M8,STL,GALV	4
7	TWO HOLE PLATE, 8mm X 1.25 PITCH	2
8	NUT,HEX,M10,STL,GALV	12
9	WSHR,LK,SPLT,M10,STL,GALV	6
10	SCR,HCS,HEX,M10X40,STL,GALV	6
11	NUT,HEX,M12,STL,GALV	12
12	WSHR,FLT,M12,13X24X2.5,STL,GALV	4
13	WSHR,LK,SPLT,M12,STL,GALV	4
14	BOLT,CARRIAGE,M12 X 200,STL,GALV	4

2 A–3.3 COMMSCOPE BSAMNT-1/-3 MOUNTING KIT DETAIL

SCALE N.T.S.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature: Roger Allan Zimmer
Date 1-18-23 License # 51980

SITE NAME:
ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

NO.	DATE	REV	REVISIONS	BY	APP
3	01/18/2023	1	FINAL CD'S	JG	RZ
2	10/25/2022	0	FINAL CD'S	JG	RZ
1	04/11/2022	A	PRELIMINARY CD'S	JG	RZ

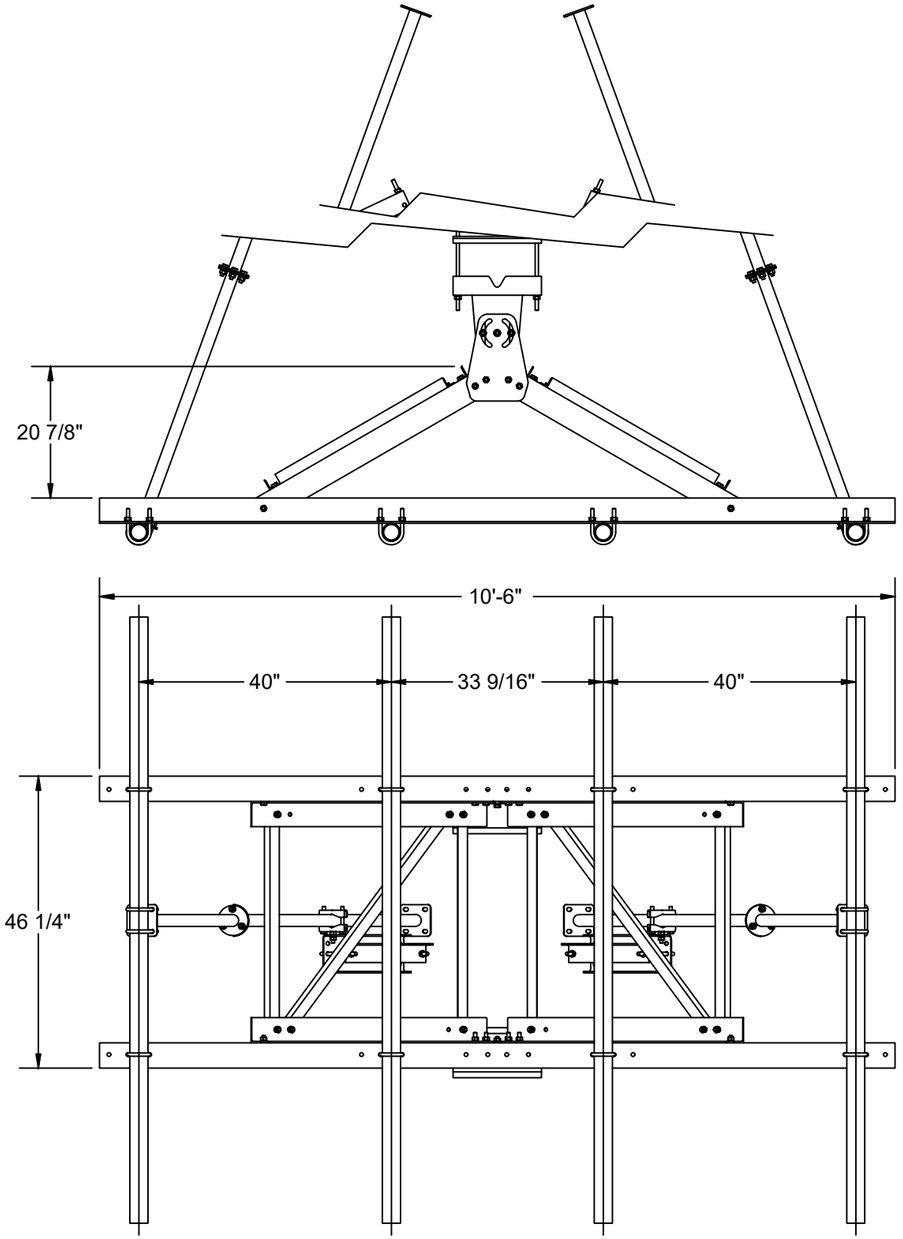
ISSUE RECORD
△ REVISION THIS SHEET

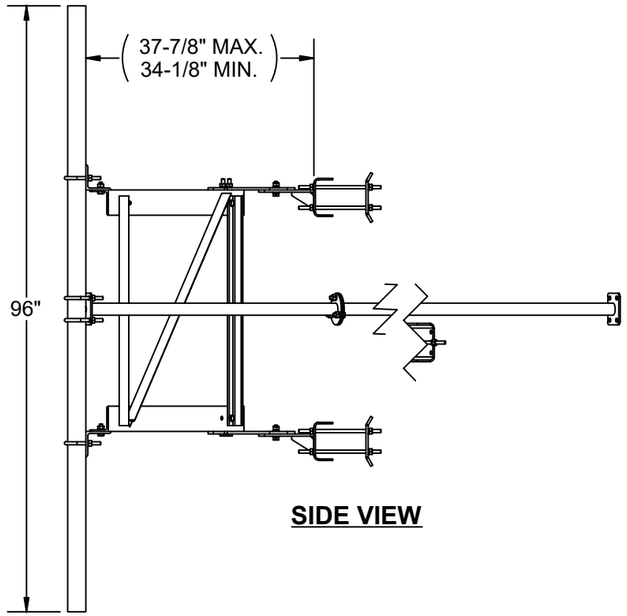
THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SHEET DESCRIPTION
EQUIPMENT DETAILS

SHEET NUMBER
A-3.3

PART NO. 2116S-10-4-96





SIDE VIEW

1

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ALT. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF ALT IS PROHIBITED.

11/5/2019

800-950-7960
FAX 940-455-2817
www.altfabrication.com
sales@altfabrication.com

122 Leesley Lane
Argyle, Texas
76226

TITLE: 10' SECTOR FRAME S-SERIES

DWG. NO. 2116S-10-4-96

REV. A

FINISH: HDG | WEIGHT:707.47 | SCALE: NTS | DO NOT SCALE DRAWING | SHEET: 3 OF 3

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9996

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature: Roger Allan Zimmer
Date 1-18-23 License # 51980

NO.	DATE	REV	BY	APP
3	01/18/2023	3	JG	RZ
2	10/25/2022	0	JG	RZ
1	04/11/2022	A	JG	RZ

PRELIMINARY CD'S — FINAL CD'S — FINAL CD'S — REVISIONS

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SITE NAME: ITASCA COUNTY TOWER 2

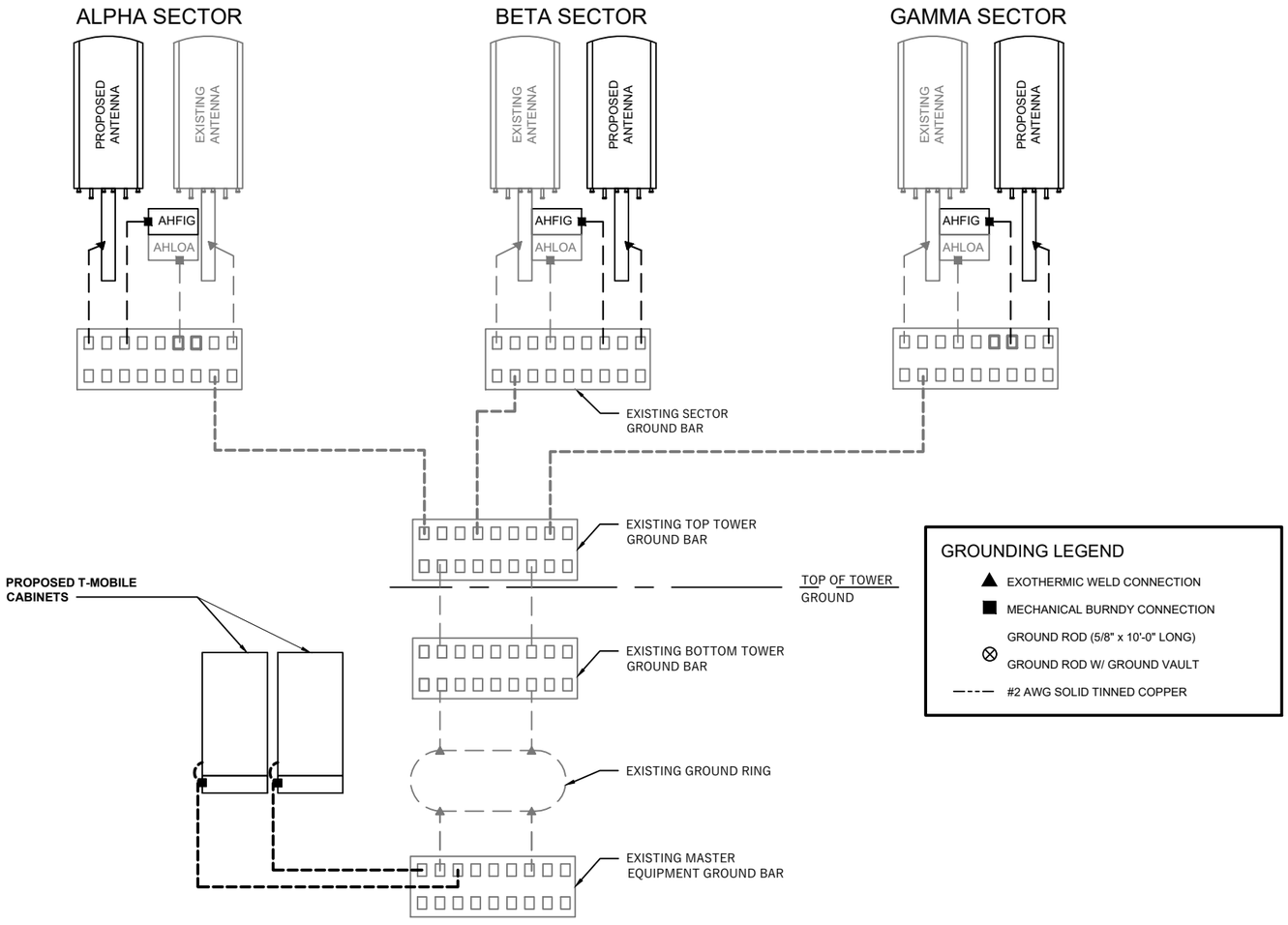
SITE ID: A1O0855C

SITE ADDRESS: 34560 COUNTY RD 86 NASHWAUK, MN 55769

PROJECT NUMBER: 693458

SHEET DESCRIPTION: 10' SECTOR FRAME S-SERIES DETAILS

SHEET NUMBER: A-4.0



GROUNDING LEGEND

- EXOTHERMIC WELD CONNECTION
- MECHANICAL BURNDY CONNECTION
- GROUND ROD (5/8" x 10'-0" LONG)
- GROUND ROD W/ GROUND VAULT
- #2 AWG SOLID TINNED COPPER

1 G–1.0 ANTENNA GROUNDING DIAGRAM

SCALE: N.T.S.

GROUNDING NOTES

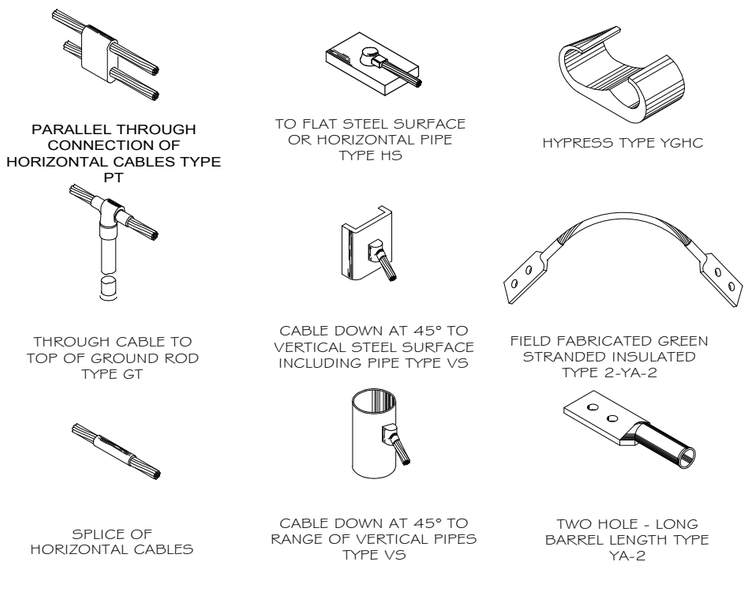
1. THE DETAILS SHOWN ARE GENERAL IN NATURE. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. GROUNDING SYSTEM SHALL BE TESTED PER SPECIFICATIONS AND SHALL HAVE A RESISTANCE OF 5 OHMS OR LESS.
3. GROUNDING PLAN WAS PREPARED PRIOR TO THE COMPLETION OF THE GEO-TECHNICAL REPORT AND TOWER FOUNDATION DESIGN. THE LAYOUT AND RADIALS AND GROUNDING ROD ARE APPROX. IN NATURE AND MAY NEED TO BE ADJUSTED IN THE FIELD.
4. GROUND RODS SHOULD NOT EXTEND THROUGH THE TOWER FOUNDATION OR OTHER STRUCTURAL ELEMENTS WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT OR ENGINEER.

EXOTHERMIC CONNECTION NOTES

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL ELECTRICAL CODE.
2. ALL GROUNDING SHALL CONFORM WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. SEE GROUNDING NOTES.
3. ALL WIRES AND CABLES FOR POWER AND LIGHTING SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING,
4. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH COAX CABLE GROUNDING KITS AND INSTALL WEATHER PROOFING KIT AT EACH CONNECTION.
5. GROUNDING CONDUCTORS ROUTE SHALL BE ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. EXCEPT WERE NOTED OTHERWISE.
6. NOTIFY ALL LOCAL UTILITY COMPANIES PRIOR TO ANY INSTALLATION.
7. ALL "CADWELDS" ABOVE FINISHED GRADE SHALL BE PAINTED WITH CO-GALVANIZED ZINC ENRICHED PAINT TO MATCH COLOR OBJECT BONDED TO.

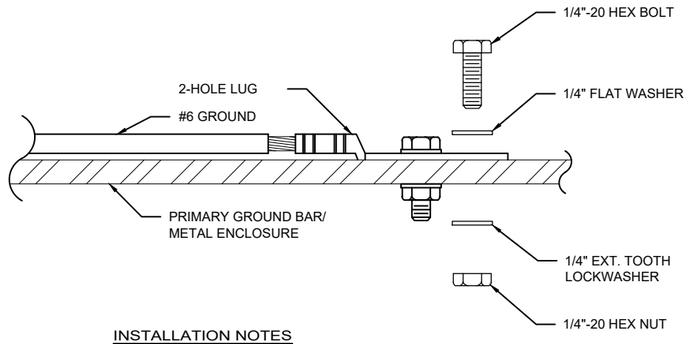
NOTE:
NO WELDING OVER COATED STEEL SURFACES IS PERMISSIBLE. THE CONTRACTOR IS RESPONSIBLE TO ADEQUATELY REMOVE ALL COATINGS BEFORE WELDING. ALL AREAS THAT REQUIRE WELDING ARE TO BE ABRASIVE BLASTED OR GROUND BEFORE ANY WELDING IS STARTED.

NOTE:
PROTECT ALL AREAS ADJACENT TO WELDING AND/OR GRINDING OPERATIONS TO PREVENT DAMAGE OF SURROUNDING INTACT PAINT SYSTEM(S).



2 G–1.0 EXOTHERMIC CONNECTION DETAILS

SCALE: N.T.S.



INSTALLATION NOTES

1. SELECT BOLT LENGTH TO PROVIDE A MINIMUM OF 2 EXPOSED THREADS
2. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF LUG CONTACT
3. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF LUG AND WIPE CLEAN EXCESS COMPOUND
4. USE SOLID COPPER WIRE AND MECHANICAL 2-HOLE LUG FOR ALL EXTERIOR GROUNDING

3 G–1.0 PRIMARY GROUND BAR DETAIL

SCALE: N.T.S.

T-Mobile
8000 WEST 78TH STREET
SUITE 400
EDINA, MN 55439
(952) 833-4145

TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-9111 FAX | 314-997-9886

Insite inc.
Wireless Consulting Services
1S660 MIDWEST ROAD
SUITE 140
OAKBROOK TERRACE, IL, 60181

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

Print Name: ROGER ALLAN ZIMMER
Signature:
Date: 1-18-23 License # 51980

NO.	DATE	REV	REVISIONS	BY	APP
3	01/18/2023	1	FINAL CD'S	JG	RZ
2	10/25/2022	0	FINAL CD'S	JG	RZ
1	04/11/2022	A	PRELIMINARY CD'S	JG	RZ

ISSUE RECORD
△ REVISION THIS SHEET

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

SITE NAME: ITASCA COUNTY TOWER 2
SITE ID: A1O0855C
SITE ADDRESS: 34560 COUNTY RD 86 NASHWAUK, MN 55769
PROJECT NUMBER: 693458

SHEET DESCRIPTION: GROUNDING DIAGRAM DETAILS

SHEET NUMBER: G-1.0

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2769

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2876

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Loren Solberg, Representative Igo

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**

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.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2879

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Brett Skyles

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. Contruction Contract - Kitchen Equipment - Horizon Equipment LLC
2. ADDL INFO Bid Tab - Kitchen Re-bid Final

01/24/2023

RESULT:	**RECOMMENDED FOR DISCUSSION NEXT: 02/07/2023 2:30 PM**

Motion To: Reject all bids for the Correctional/Court Facility construction contract for kitchen equipment.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

It was the consensus of the County Board to direct staff to rebid the kitchen equipment contract to include corrections rated equipment at a target price not to exceed $550,000.

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.

Init.
/

AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

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.

[X] 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.

Init.
/

AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

§ 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)

AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

(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;

AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

.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:

AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

Reference Section 01 2900 Payment Procedures and 01 7700 Closeout Procedures

(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)

Init.
/
AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

§ 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.

Init.
/
AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

§ 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 it 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:

AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

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

Init.
/

AIA Document A132™ – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:10 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1196980297)

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

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

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.

Init.
/

AIA Document A132™ – 2019 Exhibit A. Copyright © 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:21 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1247169365)

(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:

Init. /

AIA Document A132™ – 2019 Exhibit A. Copyright © 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:21 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1247169365)

.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:

AIA Document A132™ – 2019 Exhibit A. Copyright © 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:21:21 ET on 01/10/2023 under Order No.3104237366 which expires on 09/27/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1247169365)

Itasca County Government Center Jail and Courts Addition and Remodel

Food Service Equipment Re-bid
BID TAB
December 20, 2022 at 2:00 PM

	BID SECURITY	ADDENDUM	BASE BID
Horizon Equipment, LLC	X	1,2,3,5,6,7	$696,274.66
Plexus Company dba Culinex	X	1,2,3,5,6,7	$697,835.00
Great Lakes Hotel Supply Company	X	1,2,3,5,6	$717,060.00
Stafford Smith, Inc.	X	None	$752,502.00

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2904

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Brett Skyles, Austin Rohling

AGENDA ITEM:
Corrected 2023 ECPN Application

BOARD ACTION REQUESTED:
Approve the corrected Equitable Cost Share for Publicly Owned Nursing Facilities (ECPN) amount from $324,014.91 to $384,014.91.

BACKGROUND:
Every dollar of ECPN County investment is two dollars of revenue for Grand Village. The State approved Grand Village/Itasca County for an ECPN contribution for $384,014.91, which matches the subsequent application submitted to the state. The attached RBA from November 2022 indicates an incorrect amount of $324,019.91. This action will officially correct the ECPN contribution.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. VI.7. 2023 ECPN Application

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2639

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2023 ECPN Application

BOARD ACTION REQUESTED:
Authorize County Administrator Brett Skyles to sign the 2022 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of $324,014.91

BACKGROUND:
This amount exceeds the budgeted amount of $180,000.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

Motion To: Authorize County Administrator Brett Skyles to sign the 2022 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of $324,014.91, with the use of reserves for the unbudgeted amount of $144,014.91.

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2893

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Yanmar Abatement Discussion

BOARD ACTION REQUESTED:
Discussion regarding the term of the abatement.

BACKGROUND:
At the recent meeting, the Board called for a public hearing on February 14th to consider a tax abatement request for Yanmar (ASV) to expand in the city of Grand Rapids. In the discussion to set the public hearing up, the question was asked about the term, specifically if it was possible to shorten the term of the abatement.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Memo - County Abatement options v2

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

MEMORANDUM

TO: Board Members, Itasca County Board of Commissioners

FROM: Rebecca Kurtz, Ehlers

DATE: February 1, 2023

SUBJECT: Tax Abatement Options for Proposed Yanmar Development

---

At the recent meeting the Itasca County Board of Commissioners (the "Board") called for a public hearing on February 14 to consider a tax abatement request for Yanmar Compact Equipment ("Yanmar") to expand in the City of Grand Rapids. Yanmar requested $196,566 in tax abatement assistance from Itasca County to assist with the construction of the proposed expansion.

Tax abatement, under Minnesota Statutes 469.1813, is an extremely flexible tool for communities to use for economic development. Using tax abatement, communities have the ability to abate all or a portion of the entity's taxes on a parcel during a term not to exceed 20 years.

As the Board considers Yanmar's request, there are several scenarios that may be reviewed. All scenarios outlined below assume the assistance is paid overtime, so it is proposed that the County would issue a Note to Yanmar for the amount of assistance plus 4.75% interest.

Yanmar has also submitted a request for abatement to the City of Grand Rapids, and the Council will hold a public hearing at 5:30 PM on February 13. If assistance is provided by the City and County, the terms do not need to be the same.

Scenario 1: Provide the $196,566 in abatement using only the increase in taxes

One scenario to achieve Yanmar's request of $196,566 is to abate the increase in the County's portion of taxes attributable to their expansion for a term of 20 years.

Under this scenario, the County would abate its portion of the increase in tax revenue generated by the new development for 20 years. It is estimated that the annual taxes abated by the County would be $16,452. The County would continue to retain the taxes it currently receives from the parcels, and only the increase would be provided to Yanmar. There is minimal impact to the County's existing tax base under this scenario, and the benefit from the new tax base due to the expansion is delayed until year 20 when the abatement ends.

Scenario 2: Provide the $196,566 in abatement with a term less than 20 years

Because of the flexibility of tax abatement, entities have the ability to abate not only the increase in property taxes but also all or a portion of the existing taxes on a

parcel. It is recognized that this may be more politically challenging since existing taxes would be directed to the project during the term of the abatement.

If the Board choses to shorten the term of the proposed abatement, but still provide the requested $196,566 in assistance, the County would need to abate not only the increase but also a portion of the existing taxes on these parcels.

The chart below shows some options for how much of the existing taxes would need to be directed to the project to provide $196,566. Note that these are examples, and the County could choose any term that meets its goals.

Term	Annual Abatement from Expansion	Annual Abatement of Existing Taxes
20 - years	$ 16,452	$ -
15- years	$ 16,452	$ 3,368
12 - years	$ 16,452	$ 6,808
10 - years	$ 16,452	$ 10,288

For example, if the County chose to shorten the term of the abatement to 15 years, the County would provide $16,452 in annual assistance from the taxes on the expansion and provide an additional $3,368 from existing taxes for 15 years to achieve the total of $196,566 plus interest.

Scenario 3: Abate only the increase in taxes for less than 20 years

Another option for consideration is to abate only the increase in taxes but for a term less than 20 years. This would result in an amount less than the requested $196,566.

The chart below shows some options for how much assistance may be generated over various terms. Note these are examples, and the County could choose any term that meets its goals. Also note that the total is a principal amount, and the annual assistance of $16,452 is used for both a principal and interest payment on the Note.

Term	Annual Abatement from Expansion	Total from Abatement of Only New Taxes
20 - years	$ 16,452	$ 196,566
15- years	$ 16,452	$ 163,169
12 - years	$ 16,452	$ 139,028
10 - years	$ 16,452	$ 120,938

Next Steps

The Board will hold a public hearing on February 14, to receive comments on the proposed tax abatement to Yanmar. After the public hearing the Board may consider the following actions:

- Adopt a resolution approving the tax abatement
- Take no immediate action and consider the resolution providing the tax abatement at a later date

If the Board approves the tax abatement, a second action approving the Contract for Development would be needed prior to providing assistance to Yanmar. This action could occur immediately after approval of the abatement or at a future date.

I plan to attend the public hearing 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, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2883

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
Reallocation in Management Information Systems (MIS) Department

BOARD ACTION REQUESTED:
Approve the reallocation of one (1) Grade 11 Network Telecommunications Specialist position to one (1) Grade 9 Helpdesk Technician position in the Management Information Systems (MIS) Department and authorize filling of the Helpdesk Technician position.

BACKGROUND:
The Grade 11 Network Telecommunications Specialist position was recently vacated. Due to the current workload in MIS, there is a greater need for a fourth Grade 9 Helpdesk Technician than there is for a fifth Grade 11 Network Telecommunications Specialist.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. MIS Wage Comparison

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

MIS Wage Comparison:

2023 11-9 Wage $75,899.20 Benefits $39,917.96

2023 9-3 Wage $53,643.20 Benefits $36,546.17

Grade 11 Total: $115,817.16

Grade 09 Total: $90,189.37

Total cost savings: $25,627.79

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2902

DEPARTMENT: Management Information Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
Microsoft Enterprise Agreement Renewal Options

BOARD ACTION REQUESTED:
Consider the various options for the 2023-2026 Microsoft Enterprise Agreement renewal.

BACKGROUND:
Itasca County is due for its triennial renewal of our enterprise license agreement with Microsoft. Costs have substantially increased over the current agreement but there are also security and compliance requirements which drive the need for increased service levels.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Microsoft Cost Comparison
2. ADDL INFO Microsoft Enterprise Agreement Tiers

02/07/2023

RESULT: RECOMMENDED FOR DISCUSSION NEXT: 02/21/2023 2:30 PM

	Microsoft G3 (Current Cost)	Microsoft G3 (Straight Renewal)	Microsoft G3 + ESM	Microsoft G3 + ESM and Teams Phone	Microsoft G5
Per Year	$164,326.28	$207,642.50	$247,211.75	$284,906.75	$337,690.75
Total for 3 Years	$492,978.84	$622,927.51	$741,635.26	$854,720.26	$1,013,072.25
% Increase	0.00%	26.35%	50.40%	73.37%	106%

Why Increase Microsoft Enterprise Tier from G3 to G5

In March 2023, Itasca County is due for our triennial renewal of our Microsoft Enterprise Agreement. The cost increase even to maintain our current Government 3 (G3) tier of support will likely cause some sticker shock, to say nothing of the proposed increase to the G5 tier. There are, however, several reasons to seriously consider the added cost of moving to G5.

- G5 includes a number of additional features including enhanced security features, enhanced compliance features, and a "soft" phone system in conjunction with Microsoft Teams.

- Compliance requirements from the FBI, HIPAA/DHS, and the IRS get more complex every year. Any tools we can use to help automate processes make it easier to meet those mandates.

    - Fines for non-compliance and/or failure to take proper security measures to protect data can run to millions of dollars.
    - G5 features would allow us to automate data retention policies and help the County implement real data retention policies.

- G5 advanced security features include much more robust services to help scan email for malware and other malicious threats.

- G5 advanced security features include comprehensive tools to help identify and respond to compromise of user accounts in real time.

    - Compromised users represent one of the biggest threat vectors to organizations' cybersecurity.
    - Ransomware attacks can run to millions of dollars in recovery costs plus days, weeks or even months of downtime for critical systems and infrastructure.

- G5 advanced security features allow for greater control and insight over administrative accounts to include:

    - Requiring approval for specific changes
    - Tracking granted administrative rights and changes within administrative groups.

- Information Protection/Data Loss Prevention features in G5 would allow us to discover, classify, label, and protect sensitive documents and emails.

    - Greater control of how files and data are shared.
    - The ability to destroy data if it goes to the wrong addressee.

- Cloud Application Security would allow us to extend Data Loss Prevention policies to 3rd-party applications like Dropbox.

- Our current Mitel phone system is costing over $16,000/year for maintenance plus the cost of desk phones and headsets (currently $750/unit).
    - Microsoft Teams compatible phones (headset or traditional desk phones) are available at substantially reduced costs.

Microsoft Tier Cost Comparisons Version 2 Updated 2/7/23

	Microsoft G3 (Current Cost)	Microsoft G3 (Straight Renewal) - Updated 2/7/23	Microsoft G3 + EMS Updated 2/7/23	Microsoft G3 + EMS and Teams Phone Updated 2/7/23	Microsoft G5 Updated 2/7/23
Per Year	$164,326.28	$203,329.73	$242,898.98	$280,593.98	$325,066.84
Total for 3 Years	$492,978.84	$609,989.20	$728,696.95	$841,781.95	$975,200.52
% Increase	0.00%	23.70%	47.80%	70.75%	98%

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2903

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
CSAH 52 State Easements

BOARD ACTION REQUESTED:
Advise the Transportation Department on how the County Board would like to proceed.

BACKGROUND:
CSAH 52 from CR 340 to CR 342 is planned for reconstruction during the summer of 2023. As part of the planning for this project, on April 12, 2022, the County Board authorized the Transportation Department to acquire right-of-way from numerous parcels owned by the State of Minnesota. Since that time, we have been working with the State to acquire those easements. For the first time, the State has added a special provision to the easement that would require the County to relocate the road off those easements within seven years of notification. They have added this provision due to the possibility of underground mining resource potential in the area.

In speaking with the Lands and Minerals Division at the DNR, they have indicated that there are currently leases granted to Vermillion Gold in the area to the northwest of our road. The DNR noted that any potential mine would take years to permit and indicated that the likelihood of relocating the road within the next twenty years would be low, but they could not make a guarantee of any particular timeframe.

Given the terms of this easement, I wanted to have a discussion with the Board to outline the risks of this easement. If we are unable to acquire the easements from the State, there are no reasonable alternative routes and the project would need to be cancelled.

I am requesting Board action today if possible.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. CSAH 52 Proposed Easement Language
2. 031-652-005_StateLand_2022-12-01

Motion To: Direct staff to move forward with the acquisition of the CSAH 52 State Easements.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

From:	Sellner, Vicki (DNR)
To:	Joshua Falck; Karin Grandia
Cc:	Rachel Metelak; Marrier, Amy (DNR)
Subject:	RE: ECOU101236 (031-652-005: CSAH 52): Proposed Easement Language
Date:	Tuesday, December 20, 2022 1:41:44 PM
Attachments:	image001.png image002.png image003.png image004.png

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.

Karin and Joshua,

Sorry for the delay in getting back to you both regarding the interpretation of the two easement provisions addressing road removal due to mining.

Provision #13 of the Easement states:

"13. Grantor hereby reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee."

However, given that we added a Special Provision to the easement due to the high mineral potential on the state lands to be covered by the easement, Itasca County (or its successors or assigns) would pay all costs for highway removal no matter the timeframe for that removal. In other words, Itasca County would pay for highway removal costs from the date of the easement, not just after 30 years from the issuance of the easement.

We can clarify our Additional Term regarding removal of the highway to read as follows, so that there is no misinterpretation of the two provisions in the future:

"The Grantor shall have the right to request the removal of the highway and its ancillary facilities from the Easement Area, upon not less than seven (7) years' written notice to the Grantee, to facilitate the mining or extracting of minerals, oils, or gases located in, under or upon the Easement Area. The Grantee shall comply with any such request by the Grantor. Notwithstanding any language in Provision #13 of this lease, all costs for relocating the highway and its ancillary facilities shall be paid by the Grantee, or its successors or assigns."

Vicki Sellner
Attorney | Division of Lands and Minerals

Minnesota Department of Natural Resources
1525 Third Avenue East
Hibbing, MN 55746
Phone: 218-231-8454
Email: vicki.sellner@state.mn.us
mndnr.gov

DEPARTMENT OF NATURAL RESOURCES

CSAH 52 - Road Reconstruction Project

Raddison
Blind Pete
Napoleon
Pickle
Lost
Owen
Horsehead
Little Bear
Bass
Walters
Rainbow
Long
Kelly
Otter
Crescent
Ann
Link
O'Donnell
May
Bartlet
Bass
Wasson
Little Wasson
at

Lost Lake Trail
West View Road
County Road 342
County Road 544
County Road 52
Lost Lake Trail
Wasson Lake Forest Road
Bear River
County Road 340
North Wasson Lake Road
County Road 310

N

0 0.25 0.5 1 1.5 2
Miles

Legend

- Project Corridor (CSAH 52)
- County Road - Paved
- County Road - Gravel
- Township Roads
- Municipal
- Forest Trails
- State of Minnesota Parcels

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2882

DEPARTMENT: Land Department
TIME REQUESTED: 10 Minutes
PRESENTER: Kory Cease

AGENDA ITEM:
MN DNR Heritage Forest Project

BOARD ACTION REQUESTED:
Discuss MN DNR Heritage Forest Program within Itasca County, informational only. A letter of support from the board will be requested at a later date.

BACKGROUND:
The MN DNR Heritage Forest Program reviews potential acquisition of some of the former PotlatchDeltic lands located across 14 northern Minnesota counties and now owned by The Conservation Fund (TCF).

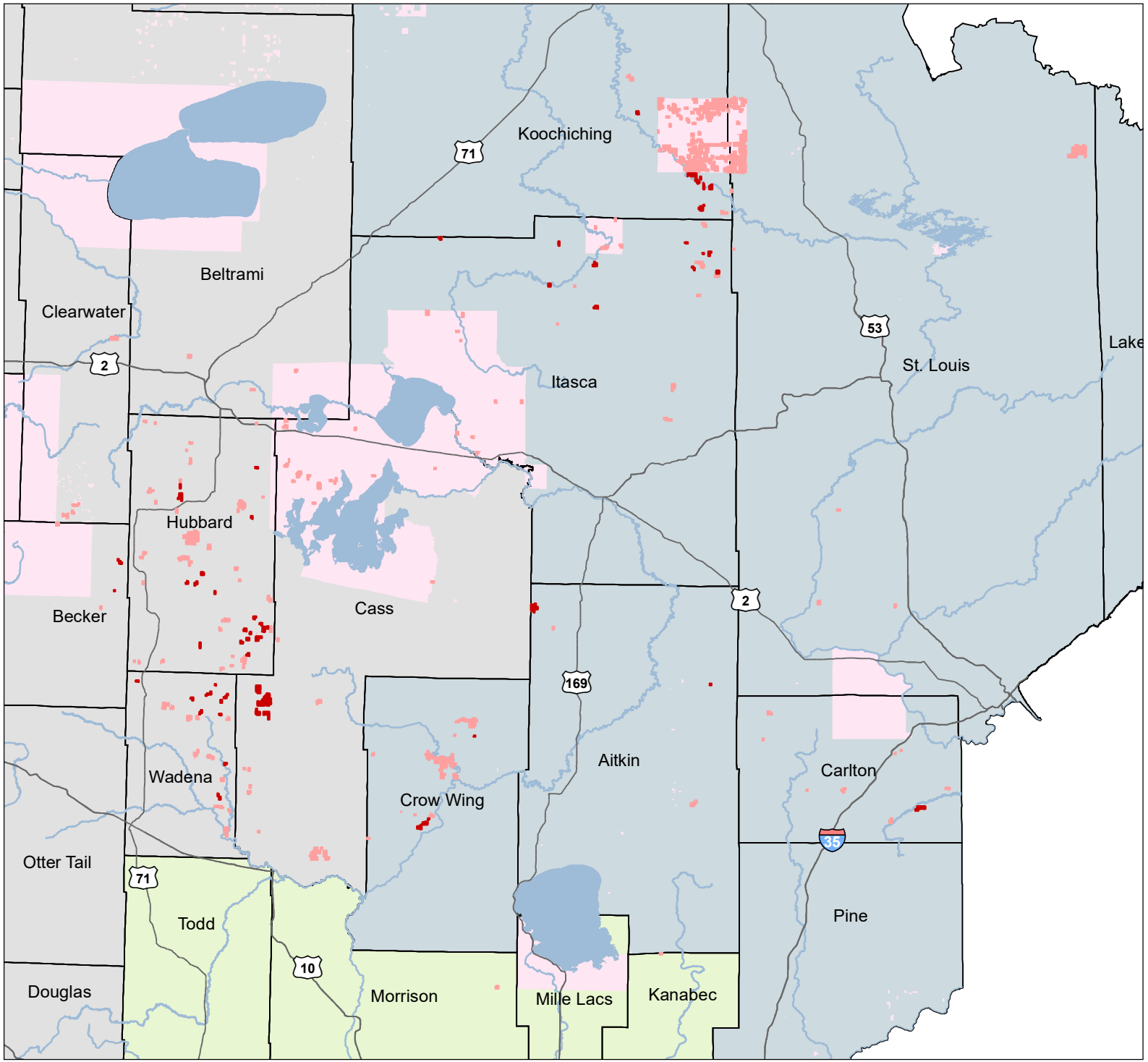
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MHF DNR Priority and TCF Parcels No Sax Zim
2. MHF county maps Itasca 1-23-23
3. Priority State Parcels to Acquire 1-26-2023

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

DEPARTMENT OF NATURAL RESOURCES

DNR's Minnesota Heritage Forest Project



DNR Heritage Forest Priority Parcels (11,953.07 acres)

TCF Disposition Parcels (67,787.51 acres)

Major Highways

Major Rivers

Large Lakes

Tribal Governments in Minnesota

NW Region

NE Region

Central Region

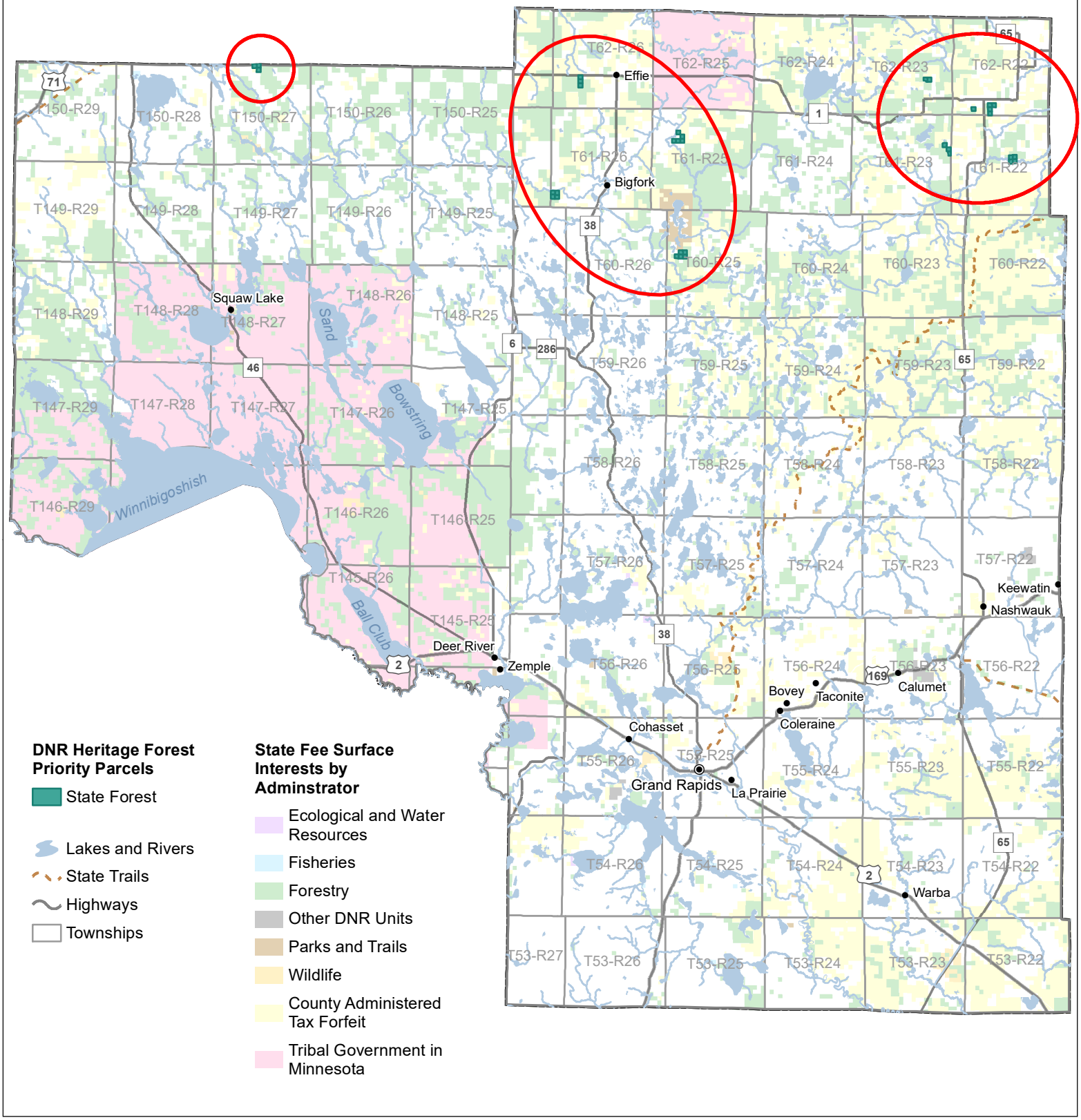
N

January 18, 2023

Miles

0 10 20 40

DNR Heritage Forest Parcel Analysis - Itasca



DNR Heritage Forest Priority Parcels

- State Forest
- Lakes and Rivers
- State Trails
- Highways
- Townships

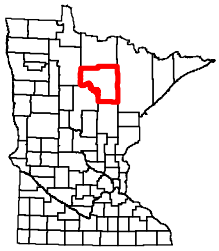
State Fee Surface Interests by Adminstrator

- Ecological and Water Resources
- Fisheries
- Forestry
- Other DNR Units
- Parks and Trails
- Wildlife
- County Administered Tax Forfeit
- Tribal Government in Minnesota

DEPARTMENT OF NATURAL RESOURCES

Date: January 23, 2023

Miles 0 5 10 20



The State of Minnesota, the Minnesota Department of Natural Resources, nor their employees, make any representations or warranties, express or implied, with respect to the use of or reliance on the data provided herewith, regardless of its format or means of transmission. There are no guarantees or representations to the user as to the accuracy, currency, completeness, suitability or reliability of this data for any purpose.
THE USER ACCEPTS THE DATA "AS IS" AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE. The Minnesota Department of Natural Resources assumes no responsibility for actual, consequential, incidental, special or exemplary damages resulting from caused by or associated with, any user's reliance on or use of this data, even if appraised of the likelihood of such damages occurring. All maps and other material provided herein are protected by copyright.

Parcel Name	Acres	block	Consolidate DNR Lands	Inholding of DNR Lands	Cover Type
T060NR25WS17_NWNW	40.21	111	Adjacent to DNR Property	Yes	Aspen, Black Spruce, Cedar, Northern Hardwoods, NP-Swam/Marsh
T060NR25WS17_SWNW	40.29	111	Adjacent to DNR Property	Yes	Aspen, Northern Hardwoods, Swamp Hardwood
T060NR25WS18_NENE	39.67	111	Adjacent to DNR Property	Yes	Aspen, Cedar, Spruce/Fir
T060NR25WS18_SENE	40.19	111	Within Statutory or Management Boundary	Yes	Aspen, Northern Hardwoods
T060NR25WS18_SWNE	39.76	111	Adjacent to DNR Property	Yes	Aspen, Birch, Black Spruce, Northern Hardwoods
T061NR22WS15_NESE	39.67	114	Adjacent to DNR Property	No	Aspen, Black Spruce
T061NR22WS15_NWSE	41.57	114	Adjacent to DNR Property	No	Aspen, Black Spruce
T061NR22WS15_SESE	40.29	114	Within Statutory or Management Boundary	No	Aspen, NP-Access/Right-of-Way

General DNR Comments	DNR Priority (High, Medium, Low, No)	Suggested Outdoor Recreation Unit	Township	Meeting attended/Letter of Support Signed?
SSP to N; George Washington SF; important timber access routes; Marie Lake Road but not a designated road; no easement or lease to acces their lands; it is complicated; should be public	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes
land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes
land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes

County Taxable Value	Est. Annual PILT Payment at 0.0075%	2022 Tax Payment- From online county records
$ 32,200	$ 242	$ 352
$ 39,100	$ 293	$ 428
$ 47,600	$ 357	$ 520
$ 39,200	$ 294	$ 428
$ 34,500	$ 259	$ 378
$ 21,800	$ 164	$ 182
$ 24,800	$ 186	$ 208
$ 21,700	$ 163	$ 182

T061NR22WS15_SWSE	41.49	114	Within Statutory or Management Boundary	No	Aspen, NP-Access/Right-of-Way
T061NR23WS12_SWSE	42.17	115	Adjacent to DNR Property	No	Aspen, NP-Access/Right-of-Way, NP-Stagnant Spruce, Red Pine Plantation
T061NR23WS13_NENE	39.34	116	Adjacent to DNR Property	No	Aspen, Black Spruce, Jack Pine Plantation, NP-Access/Right-of-Way, NP-Swam/Marsh, Red Pine Plantation
T061NR23WS13_SENE	28.42	116	Adjacent to DNR Property	No	
T061NR25WS08_SWNE	39.91	117	No	No	Aspen, Balm of Gilead, NP-Swam/Marsh
T061NR25WS08_NESE	38.74	118	No	No	Aspen
T061NR25WS08_SESE	39.25	118	No	No	Aspen
T061NR25WS08_SESW	39.83	118	No	No	Aspen, Black Spruce, Open Field
T061NR25WS08_SWSE	40.51	118	No	No	Aspen, Open Field
T061NR26WS31_NENW	39.87	119	No	No	Aspen, Black Spruce, NP-Open Water

land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes
high for Forestry; consolidates boundaries	High	GWSF	Unincorporated	
high for Forestry; consolidates boundaries	High	GWSF	Unincorporated	
high for Forestry; consolidates boundaries	High	GWSF	Unincorporated	
high priority; should be public; **county**, then state	High	GWSF	Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes

$ 23,200	$ 174	$ 194
$ 44,900	$ 337	$ 492
$ 40,900	$ 307	$ 448
$ 38,500	$ 289	$ 422
$ 40,000	$ 300	$ 438
$ 39,900	$ 299	$ 436
$ 38,200	$ 287	$ 418
$ 35,600	$ 267	$ 390
$ 41,600	$ 312	$ 456
$ 55,600	$ 417	$ 644

Parcel Name	Acres	block	Consolidate DNR Lands	Inholding of DNR Lands	Cover Type
T061NR26WS31_NWNW	39.96	119	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Open Water
T061NR26WS31_SENW	39.83	119	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Swam/Marsh
T061NR26WS31_SWNW	39.70	119	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Swam/Marsh
T062NR22WS32_NESW	37.27	122	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Other, Swamp Hardwood
T062NR22WS33_NESW	37.88	123	Adjacent to DNR Property	No	Aspen, Cedar
T062NR22WS33_SENW	39.92	123	Adjacent to DNR Property	No	Aspen, Cedar
T062NR22WS33_SESW	37.14	123	Adjacent to DNR Property	No	Aspen, Cedar, White Pine
T062NR22WS33_SWNE	43.26	123	Within Statutory or Management Boundary	No	Aspen, Cedar
T062NR23WS23_SESW	33.12	124	Within Statutory or Management Boundary	No	Aspen, Cedar
T062NR23WS23_SWSE	38.81	124	Within Statutory or Management Boundary	No	Aspen, Cedar
T062NR26WS29_NWNE	37.84	130	Adjacent to DNR Property	Yes	Aspen, NP-Swam/Marsh
T062NR26WS29_NWSE	39.69	130	Within Statutory or Management Boundary	Yes	Aspen, Black Spruce, NP-Swam/Marsh

General DNR Comments	DNR Priority (High, Medium, Low, No)	Suggested Outdoor Recreation Unit	Township	Meeting attended/Letter of Support Signed?
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes
County first, state 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High		Carpenter	Yes/Yes
Highest priority	**High**	Bigfork SF	Unincorporated	
Highest priority	**High**	Bigfork SF	Unincorporated	

County Taxable Value	Est. Annual PILT Payment at 0.0075%	2022 Tax Payment- From online county records
$ 46,800	$ 351	$ 542
$ 29,900	$ 224	$ 346
$ 38,800	$ 291	$ 450
$ 26,000	$ 195	$ 254
$ 36,100	$ 271	$ 354
$ 30,300	$ 227	$ 296
$ 36,000	$ 270	$ 352
$ 43,800	$ 329	$ 430
$ 43,200	$ 324	$ 424
$ 47,300	$ 355	$ 464
$ 35,800	$ 269	$ 392
$ 35,700	$ 268	$ 390

Parcel Name	Acres	block	Consolidate DNR Lands	Inholding of DNR Lands	Cover Type
T062NR26WS29_SWNE	39.42	130	Within Statutory or Management Boundary	Yes	Aspen, NP-Swam/Marsh
T150NR27WS04_NENE	42.57	131	Adjacent to DNR Property	No	Aspen, Swamp Hardwood
T150NR27WS04_NWNE	41.82	131	Within Statutory or Management Boundary	No	Aspen, NP-Swam/Marsh, Swamp Hardwood
T150NR27WS04_SENE	39.61	131	Adjacent to DNR Property	No	Aspen, Swamp Hardwood
	1339.02				

General DNR Comments	DNR Priority (High, Medium, Low, No)	Suggested Outdoor Recreation Unit	Township	Meeting attended/Letter of Support Signed?
Highest priority	**High**	Bigfork SF	Unincorporated	
high priority, state best to consolidate boundaries	High	Bigfork SF	Grattan	
high priority, state best to consolidate boundaries	High	Bigfork SF	Grattan	
high priority, state best to consolidate boundaries	High	Bigfork SF	Grattan	

County Taxable Value	Est. Annual PILT Payment at 0.0075%	2022 Tax Payment- From online county records
$ 41,300	$ 310	$ 452
$ 35,300	$ 265	$ 310
$ 34,200	$ 257	$ 300
$ 35,000	$ 263	$ 308
$ 1,254,800	$ 9,411	$ 13,080

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2901

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Change in Allocation of 1.0 Deputy Sheriff/Road Deputy/Investigator to 1.0 Deputy Sheriff/Lieutenant

BOARD ACTION REQUESTED:
Approve change in allocation of 1.0 Deputy Sheriff/Road Deputy/Investigator Assignment (grade 10) to 1.0 Deputy Sheriff/Lieutenant (grade 12).

BACKGROUND:
Over the years there were a total of 3 Lieutenant positions which supervised the Patrol Unit. In recent years, one of those Lt. positions was reallocated to Deputy Sheriff/Road Deputy (grade 10) with an investigator assignment. With the changes I envision in the organizational structure of the Sheriff's Office, it would be beneficial to return the Deputy Sheriff/Road Deputy (grade 10) position to that of Deputy Sheriff/Lieutenant/Supervisor (grade 12).

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2870

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Larry Lehtinen

AGENDA ITEM:
MagIron Update

BOARD ACTION REQUESTED:
Receive update/request on activities surrounding MagIron.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MagIron presentation Itasca County Commissioners 7Feb2023
2. Map of Itasca Cty Lease parcels and other Plant4 JLO Lands

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

MagIron LLC
Restart of Plant 4 To Make Hi Grade DR Grade Pellets

Answering the call to on-shore supply chains of critical commodities for the US

February 7, 2023

Executive Summary

- MagIron LLC is owned by Audley Capital, CoTec, private investors and an international trading company who holds a long term off take agreement for MagIron products.

- MagIron LLC ("MagIron" or the "Company") was established to support and accelerate the decarbonisation of the US steel industry by becoming a key on-shore supplier of high quality, low carbon iron units which will be critical to support the transition to low carbon intensive Electric Arc Furnace ("EAF") method of steel making

- MagIron is pursuing the acquisition, upgrade and restart of a suite of assets formerly operated under the banner of Magnetation
  - Modern, highly automated facilities
  - Large stockpiles of feedstock material from historical mining operations that will sustain operations for +16 years in Phase 1, and ultimately a 36-year business plan from 20 yrs of in-situ resources plus legacy stockpiles
  - The facilities have a proven operational track record and were previously integrated producing Blast Furnace ("BF") grade iron concentrate in Minnesota for transport to a pelletizing facility in Reynolds, Indiana

- MagIron's current portfolio of assets acquired to date comprise iron ore processing facilities (Plant 4, Plant 1, and PRM), lands, mineral rights, and logistics facilities (JLO) all of which are in Minnesota
  - Built between 2009 and 2015 for an original cost of approximately US$340 million
  - Plant 4 previously demonstrated concentrate production at an annualized run-rate of 1.6 million dry tonnes per annum ("mtpa") of BF grade iron concentrate, and was designed to expand to 3.0 mtpa at low capital intensity

- Total capital deployed by MagIron to date is US$30 million

- Total additional capital needed by the Company to execute its strategy is US$166 million
  - Phase 1c: US$60 million (expected to close by end of 1Q2023)
  - Phase 2: US$106 million (expected to close by end of 3Q2023)
  - Start up targeted by May 2024

Executive Summary (cont'd)

- MagIron's strategy is to produce Direct Reduction ("DR") grade pellets and benefit from favorable fundamentals for high grade feedstock for natural gas Direct Reduction Iron ("DRI") producers serving the EAF steel industry
  - There is increasing demand for premium feedstock to improve productivity/efficiency of mills in response to ever stringent environmental regulations
  - There is forthcoming a dramatic increase in DRI and EAF capacity which requires DR grade pellets
  - Limited supply response in DR grade iron ore concentrate and pellets is expected to result in a supply squeeze and support higher prices for this higher quality material

- MagIron, through lab test work done at the Natural Resources Research Institute ("NRRI"), has developed flow sheet improvements that have:
  - Confirmed the ability of Plant 4 to produce DR grade (<2% silica) iron concentrate with local feedstock, and
  - Demonstrated a doubling of Plant 4 weight and iron recovery from 17.5% to 35% and from 39% to 78%, respectively

- The new proposed flow sheet should materially:
  - Increase Plant 4 output to achieve at least 2.56 mtpa which translates to 2.5 mtpa DR pellets,
  - Reduce unit costs and therefore increase cash flow generation and profitability

- Applying the improved flow sheet to the demonstrated annualized feed rate achieved in the 9 months of run time in 2016, Plant 4 would have made 2.9 million tonnes ("mt") of DR grade concentrate (assumes other bottlenecks in Plant 4 process addressed)

- Soutex, a mineral processing consulting company based in Quebec, Canada, has observed the NRRI work for MagIron and both NRRI and Soutex will issue reports in 1Q'23

Executive Summary (cont'd)

- In June 2022, the Company completed the purchase of Prairie River Minerals, LLC ("PRM") which provides an attractive portfolio of assets, including a large strategic land package near Plant 4, in-ground mineral rights, permits, 100% control of the rail loadout facility (JLO) and plant & equipment useful for the restart of Plant 4

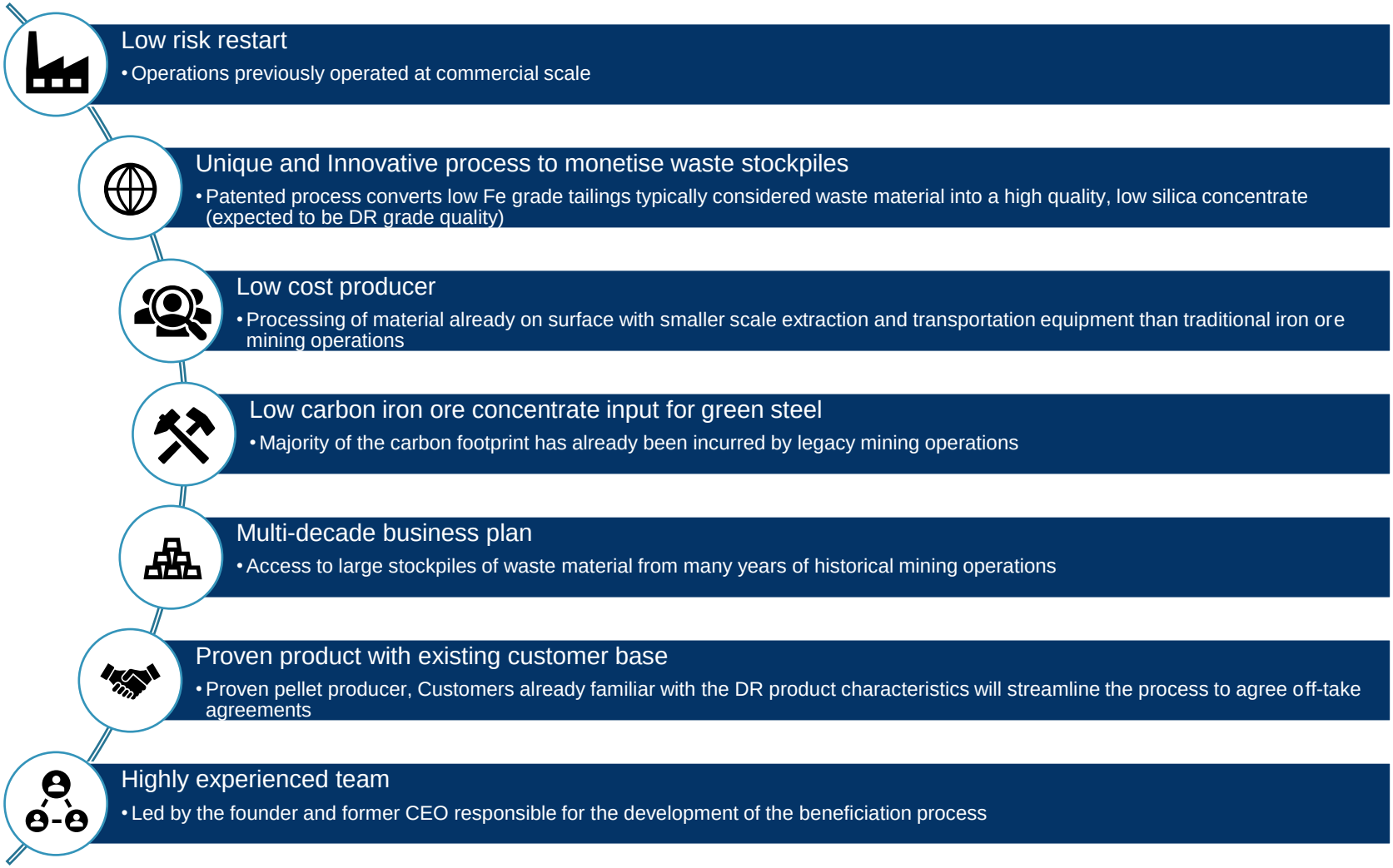
- Iron reserves under effective control at Plant 4 amount to 141 mt of legacy iron bearing tailings (16 years supply) plus 128 mt (20 years supply) of higher grade in-situ iron formation for a total LoM of 36 years at 2.56 mtpa DR con
  - Most, if not all, of the 269 mt of crude feed stock are believed to be of a coarse-grained mineralogy amenable to concentration into DR quality iron concentrates with less than 2% silica content
  - Additional resources of like mineralogy within seven miles of Plant 4 total more than 2 billion tonnes ("bt") of the well-known Mesabi Range Biwabik Iron Formation

- MagIron is well advanced in its plan to acquire the pellet plant located near Reynolds, IN, (the "RPP") and re-integrate this facility with it's iron ore processing facilities
  - MagIron has succeeded in the appointment of a Receiver and with all assets at the RPP placed into Receivership overseen by Indiana state court in White County. Squatters removed.
  - MagIron has agreements with the two senior secured creditors against the real property (land, buildings and fixtures) and with claim for unpaid rents/leases owed at the RPP.
  - MagIron also has an agreement with the senior creditor with claims to certain personal property at the RPP;
  - MagIron is the provider of a super seniority loan to the RPP Receivership Estate expected to be secured by all property of the RPP Receivership Estate
  - MagIron expects to reach agreements with the various parties with interests in the RPP and complete the acquisition of the RPP during the first quarter of 2023

Executive Summary (cont'd)

- The Company is targeting operational start up target of Plant 4 and the RPP by May 2024
- Target customers are natural gas DRI shaft furnace operators globally
- Based on current spot 65% Fe iron ore and freight prices along with actual 2016 costs at Plant 4 and the RPP escalated by various factors for inflation, very attractive level of EBITDA and payback is projected (see model)
- After demonstrating operations at Plant 4 in 2024-25, MagIron will consider the construction of a captive DRI shaft furnace and iron making furnace (SAF, Hismelt, other) to make merchant pig iron, cold DRI, and HBI for direct sale with EAF mini mills. (DRI shaft furnace and melter/caster could be near Reynolds or elsewhere if a superior site is found)
- MagIron is also studying the feasibility to deploy cold bonding technology developed by Binding Solutions Limited.

MagIron Investment Highlights



A Unique and Innovative Process to Recover High Quality Fe Concentrate from Hematite Ore Tailings…

Hematite tailings averaging 27% Fe and water pond

Excavation of fine tailings

Rev3™ Separator

Slurry of fines & fresh water move through grinding and proprietary mineral processing steps

Natural pH Flotation Process™

Final tailings are used to reform impoundment into a functioning wetland

Concentrate +64% Fe used to make 67% Fe DR pellets for DRI producers

… Whilst Simultaneously Rehabilitating Legacy Environmental Liabilities

MagIron Has Access to Innovative IP

- MagIron has the exclusive license and right to purchase innovative, proprietary, and patent-protected IP used at Plant 4 and the RPP
- The technology was developed for separating hematite and goethite from alumina and silica
- Natural pH Flotation Process™ (U.S. Patent no. 10,201,816 also patented in Canada, Brazil, Australia, and South Africa)
  - A highly efficient process that rejects silica and alumina while providing excellent recovery and selectivity of hematite, magnetite and goethite
  - Enhanced environmental credentials as it operates at near neutral pH, vs other processes which require high pH (11-13)
- The IP includes various engineering design drawings on Plant 4, the RPP, along with the Process Control Software and Human Machine Interfaces needed to operate Plant4 and RPP
- The IP also includes an existing license to a large U.S. steel producer that carries a running royalty of more than $2.50 per dmt of concentrate produced using the IP

Plant 4 Iron Ore Concentrator and Rail Load Out

- Plant 4 is located near Grand Rapids, on the Mesabi Iron Range in Northern Minnesota.
- The facility is a modern, restart ready, past-producing iron ore concentrator benefiting from over $170 million of prior investment
- Plant 4 previously operated at an annualized run-rate of approximately 1.6 mtpa and was designed to expand to 3.0 mtpa relatively quickly and at low capital intensity
  - Importantly flow sheet improvements are understood and planned to lift recoveries materially such that >2.5 mtpa of DR grade conc can be produced
- Plant 4 is designed to process previously discarded waste materials from historical mining operations and convert it into high grade, low impurity iron ore concentrate

Low risk restart of a facility that previously produced at commercial levels with very high up times

Plant 4

Jesse Load Out facility

Iron Ore Resources Available to Plant 4

Access to significant historic tailings supports a multi-decade Life of Mine

Targeted resources

Area	Mt	Fe %	LoM [1]
Basin	86.0	20.13	7.9
Stockpile	55.0	32.23	8.1
Total fine and coarse tails	**141.0**	**24.85**	**16.0**
Pit	128.0	34.00	19.9
Overall total	**269.0**	**29.21**	**35.9**

- MagIron has two leases with the MN DNR to cover all State owned iron bearing residuals in basins and stockpiles in the vicinity of the Canisteo Pit Complex north of Coleraine, MN. It is also in negotiations with two other private parties regarding contracts to secure surface minerals in next six months
- Additional coarse and fine tailings are available by longer truck hauls or pumping from other stockpiles and basins located 10-15 miles to the east of Plant 4
- In addition to surface fine and coarse tailings, there is a very large (~2bnt) in-situ resources available within a 7 mile radius of Plant 4 which can also be used as feedstock for Plant 4
- **Importantly, the mineralogy of the MagIron resources on west end of the Mesabi Iron Range near Plant 4 are soft and coarse grained capable of making very low silica**

[1] *Based on 75% Fe recovery and 2.56 mtpa of 64% Fe conc which converts into 67% Fe thermally indurated pellets.*

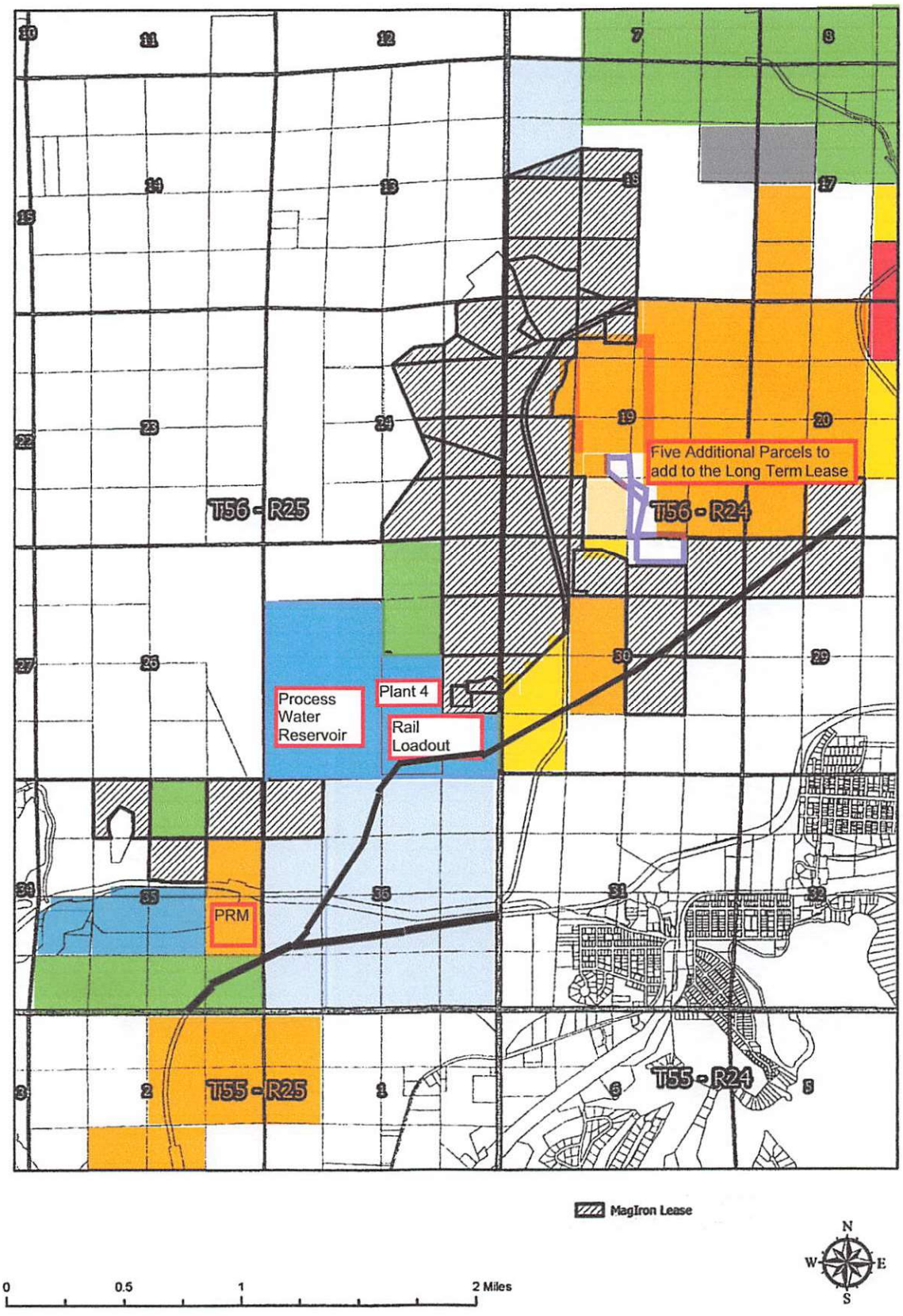
Work Already Completed

- ✓ MagIron has already secured a significant and valuable portfolio of assets to de-risk its strategy, including:
  - Plant 4, a technically advanced iron ore concentrate producing plant,
  - JLO, a rail facility to transport the concentrate from Plant 4 to Reynolds,
  - A ultra-high density media separation plant capable of producing iron ore sinter fines and lump, or conversion to a satellite crushing and grinding plant to pre-process jig rock and pump slurry to Plant 4
  - A large, strategic land package surrounding Plant 4 which provides effective control of a significant resource of surface minerals that will be used as feedstock for Plant 4, as well as a large in-situ resource
- ✓ Signed agreements with the senior creditors of the RPP real property (land, bldgs., fixtures) and claims to certain of the personal property and back and forward rents.
- ✓ MagIron sought and obtained appointment of a receiver who now has control of all RPP assets.
- ✓ Senior team to lead the restart of Plant 4 identified, many former team members submitted resumes to re-join the team.
- ✓ Detailed restart budget and schedule for Plant 4 and Reynolds completed (targeting pellet production by spring 2024)
- ✓ Independent technical consultants, Lake Superior Consulting, NRRI and Soutex have or will have issued reports:
  - Technical review of Plant 4 and Reynolds pellet plant including new Plant 4 flow sheet and product quality
  - Review of capex and opex assumptions
  - Review of logistics / transportation solutions
  - Review of commercial plans, including demand for potential MagIron products, alternative suppliers, likely customers
- ✓ Signed agreement with MagGlobal for MagIron to acquire all IP related to Plant 4 and the Reynolds pellet plant.
- ✓ **Undertook detailed lab testing program with NRRI that has demonstrated a 200% increase in recoveries vs 2016 actuals, meanwhile producing concentrate silicas as low as 1.4%. We aim to achieve a 35% weight recovery and 78% iron recovery for the new Plant 4 process flow sheet.**
- ✓ Have engaged with owners of target tailings stockpiles to secure access for feed material for Plant 4
  - Two deals signed with Mn DNR. Finalized base agreement with MN DNR for all State owned legacy Fe unit tailings and jig rock in Canisteo area, term 20 years, market based pricing of royalty
  - Indicative terms identified with another private party owning a material portion of the MagIron resources
  - Negotiations ongoing with other fee holder groups
  - MagIron acquired a lease covering five stockpiles and ownership of mineral rights for in-situ ore on six 40 acre parcels
  - MagIron already owns three basins and three stockpiles with approximately 25M tonnes of fine tailings and lean ore

Next Steps

- Complete Phase 1
  - Secure the Reynolds pellet plant
  - Complete Phase 1c equity raise
  - Place purchase orders for long lead items including RP, crusher, rail cars, mining equipment, grizzly, flotation cells, ball mill, and other plant equipment
  - Complete remaining preparatory work to support the restart of an integrated Plant 4 and Reynolds pellet plant to produce c.2.5mtpa of DR grade pellets
    - Engineering and lab work
    - Hire key project team members
    - Progress off-take discussions with potential customers and marketing strategy
    - Finalise agreements to secure feed materials and other key inputs, including rail & barge freight, natural gas, electrical power, rail cars, etc.
    - Refine capex estimates by getting bids for key items to support the restart
    - Secure nominal mining fleet and initial workforce to commence key long lead earth work (haul roads and dike lifts)
    - Begin lube and functional equipment checks and plant repairs, electrify facility, replenish spare parts inventory
    - Refine logistics agreements and investigate ports including those that provide better access to Asian market
- Raise final Phase 2 funding to fully fund the project by end of third quarter of 2023
  - Finalise funding package, structuring and documentation
  - Several investments banks have indicated strong potential demand for “green” capital pools, including green bonds and green infrastructure funds

Exhibit B: MagIron Long Term Lease 1 – Map



ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 7, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2875

DEPARTMENT: Administrative Services
TIME REQUESTED: 30 Minutes
PRESENTER: Shelly Patten

AGENDA ITEM:
DNR Update

BOARD ACTION REQUESTED:
Receive a Minnesota Department of Natural Resources (DNR) Update from Shelly Patten, NE Regional Director.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**