ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.10 (Huber Response/Communication) and #8.2 (Closed Litigation Session - Attorney-Client Privilege) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 7, 2023 County Board Work Session.

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

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

3. Approve the 2023-2024 Community Support Program (CSP) Contract with DHS and authorize signature of the County Board Chair.
4. Approve the 2023-2024 Crisis Contract with DHS and authorize signature of the County Board Chair.
5. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Jermey Carlson, for Medical Director Services.
6. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Peter Friedlieb for Quality Improvement Advisor Services.
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.
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.
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.
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.
11. 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.
12. Adopt the Resolution Re: Northome Ridge Runners Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.
13. Adopt the Resolution Re: Marcell Snowdrifters Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.
14. Approve and authorize signatures to the 2nd Amendment of the T-Mobile Site Use Agreement for the Nashwauk Tower.

VI. REGULAR AGENDA

1. Citizen Input
   No citizen input provided.
2. Legislative Conference Call
   A Legislative Conference Call was provided by Representative Ben Davis.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Recognition of County Employees
   The following employees were recognized:

   Farewell to Kevin Castle whose last day as Purchasing/Inventory Clerk, Transportation Department, will be February 24, 2023, after 5+ years of service.

Congratulations to Chris Peterson who has accepted a promotion from Deputy Sheriff/Lieutenant to Chief Deputy Sheriff effective February 5, 2023.

Farewell to Daniel Jensen whose last day as Custodian/Boiler Tech, ASD-Facilities Management, will be February 28, 2023, after nearly 30 years of service.

Welcome to new employee Jeff Haley, Highway Maintenance Worker, Transportation Department, effective February 6, 2023.

Welcome to new employee Jessi Stumo, Accounting Technician, Health and Human Services, effective February 13, 2023.

Congratulations to Janet Borth who has accepted a promotion from Human Resources Assistant to Human Resources Director effective February 5, 2023.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 17, 2023, in the amount of $1,446,082.62.

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. Employe Expense Report Approval

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

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

6. Bush Innovation Grant Contract

Motion To: Approve a Bush Innovation Grant Contract with Rose Robinson for information gathering from families involved in child protection and/or juvenile justice system.

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

7. Public Hearing Re: Proposed Property Tax Abatement for ASV/Yanmar Development

Motion To: Open the Public Hearing Re: Proposed Property Tax Abatement for Certain Property in Itasca County, Minnesota, and Granting a Business Subsidy to ASV Holdings, Inc., or Any of Its Affiliates.

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

Motion To: Close the above public hearing.

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

Motion To: Adopt the Resolution Re: Granting a Property Tax Abatement for Certain Property in Itasca County, Minnesota; Approving a Business Subsidy; and Authorizing the Execution of a Tax Abatement Agreement with the City of Grand Rapids, Minnesota and Yanmar Compact Equipment North America, Inc.

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

8. Canisteo Pit Pumping Update

Minnesota Department of Natural Resources (DNR) Hydrologist Erika Herr provided an update on the Canisteo Pit Pumping Project.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

9. Northland Reliability Project Presentation

Minnesota Power representatives Zach Golkowski, Kyle Larson, and Jim Atkinson provided a presentation regarding the Northland Reliability Project.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Huber Response/Communication

It was the consensus of the County Board to direct staff to draft letters to project proponents and opponents in response to the Huber Project decision.

VII. COMMISSIONER COMMENTS

Commissioner Venema provided comment regarding his recent tour of Talon Metals in Tamarack, MN and expressed heartfelt thoughts for those impacted by recent fires in the area.

Commissioner Smith provided comment regarding an upcoming meeting with the City of Cohasset and the recent passing of Koochiching County Commissioner Wayne Skoe.

Commissioners Johnson, Venema, and Snyder provided comments regarding blight concerns surrounding the container building at the intersection area of County Road 61 and County Road 325.

Commissioner Snyder provided comment regarding the upcoming Board of Appeal and Equalization meetings, as well as interest in scheduling County Board Special Sessions to discuss County goals and objectives with Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA).

Commissioner Ives provided comment regarding recent area snowmobile rides and thanked the local snowmobile clubs for their trail maintenance.

RECESS

Chair Ives recessed the meeting at 4:33 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:40 PM, with all members present.

VIII. CLOSED SESSIONS

2. Closed Litigation Session – Attorney-Client Privilege

Motion To: Go into Closed Session pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information regarding court file 31-CV-22-1041.

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

Others Present: County Administrator Brett Skyles, County Attorney Matti Adam, MCIT appointed attorney Kenneth Bayliss, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

1. Closed Session Re: Labor Negotiations

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

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

Others Present: County Administrator Brett Skyles and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

IX. ADJOURN

Chair Ives adjourned the meeting at 5:45 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 14, 2023

RESOLUTION 2023-7

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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-8

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 Stuart Perrington, 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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-9

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 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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-10

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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-11

RE: GRANTING A PROPERTY TAX ABATEMENT FOR CERTAIN PROPERTY IN ITASCA COUNTY, MINNESOTA; APPROVING A BUSINESS SUBSIDY; AND AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH THE CITY OF GRAND RAPIDS, MINNESOTA AND YANMAR COMPACT EQUIPMENT NORTH AMERICA, INC.

BE IT RESOLVED, by the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") as follows:

Section 1. Recitals.

1.01. Yanmar Compact Equipment North America, Inc., a Delaware corporation and an affiliate of ASV Holdings, Inc., a Delaware corporation, or any other affiliate (collectively, the "Developer"), has proposed to construct an approximately 32,000 square foot expansion to its compact equipment production facility to be used for manufacturing, including a new paint system (the "Project"), on real property (the "Property") located at 840 Lily Lane, Grand Rapids, Minnesota.

1.02. The County and the City of Grand Rapids, Minnesota (the "City") are each contemplating granting a property tax abatement in order to facilitate the Project, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Abatement Act").

1.03. The Board is considering granting a tax abatement of all or a portion of the County's share of property taxes generated by improvements on the Property (the "Abatement") in the approximate maximum amount of $329,033 (equal to principal of $196,566 plus semiannual interest accruing at the rate of 4.75% per annum) in accordance with the Abatement Act.

1.04. The financial assistance to be provided by the Developer in the form of the Abatement constitutes a business subsidy in accordance with Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act").

1.05. There has been presented before the Board a form of Tax Abatement Agreement (the "Agreement") between the City, the County, and the Developer, which sets forth the terms of the Abatement to be provided by the County and the property tax abatement to be provided by the City (the "City Abatement").

1.06. The Agreement incorporates a business subsidy agreement within the meaning of the Business Subsidy Act, setting certain goals in connection with the subsidy represented by the Abatement.

1.07. On February 13, 2023, the City Council of the City conducted a public hearing on the City Abatement and the business subsidy to be provided by the City to the Developer.

1.08. On the date hereof, the Board conducted a duly noticed public hearing on the Abatement proposed to be granted by the County, as well as the business subsidy to be provided to the Developer. The views of all interested persons were heard and considered at the public hearing.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this resolution.

2.02. It is hereby found and determined that the benefits to the County from the Abatement will be at least equal to the costs to the County of the Abatement, because (a) the County believes that the development to be facilitated is not reasonably likely to occur absent the Abatement; (b) the development to be facilitated by the Abatement will likely encourage additional development within the area; and (c) the long-term taxes collected from the Property after termination of the Abatement will exceed the amount of the Abatement returned to the Developer.

2.03. It is hereby found and determined that the Abatement is in the public interest because such action will increase the County's tax base and provide additional employment opportunities in the County.

Section 3. Actions Ratified; Abatement Approved.

3.01. The Board hereby ratifies all actions of the County's staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act and the Business Subsidy Act.

3.02. Subject to the provisions of the Abatement Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means the real property taxes generated in any tax-payable year by extending the County's total tax rate for that year against the tax capacity increase resulting from the construction of the Project, excluding the tax capacity of the land and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 473F, all as of January 2 in the prior year.

(b) The Abatement will be paid by the County to the Developer on the dates and in accordance with all the terms and conditions of the Agreement.

(c) In accordance with Section 469.1813, subdivision 8 of the Abatement Act, in no year shall the Abatement, together with all other abatements approved by the County under the Abatement Act and paid in that year exceed the greater of 10% of the net tax capacity of the County for that year or $200,000 (the "Abatement Cap"). The County may grant other abatements permitted under the Abatement Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatement granted pursuant to this resolution.

(d) The Abatement will have a maximum term of twenty (20) years.

(e) In no event shall the total payments of the Abatement to Developer exceed $329,033 (equal to principal of $196,566 plus semiannual interest accruing at the rate of 4.75% per annum) or continue to be paid for more than twenty (20) years.

(f) The Abatement is subject to modification in accordance with the Abatement Act, subject to the

terms of the Agreement.

(g) In accordance with Section 469.1815 of the Abatement Act, the County will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

(h) The County makes no warranties or representations regarding the amount or availability of the Abatement.

(i) The Abatement shall be provided to the Developer pursuant to the terms and conditions of the Agreement, as approved by the Board.

Section 4. Approval of Agreement. The Agreement, including the business subsidy agreement, is hereby in all respects authorized, approved, and confirmed and the Chair and the County Administrator are hereby authorized and directed to execute and deliver the Agreement for and on behalf of the County in substantially the form now on file with the County but with such modifications as shall be deemed necessary, desirable or appropriate, their execution thereof to constitute such conclusive evidence of their approval of any and all modifications therein.

Section 5. Effective Date. This resolution is effective upon execution in full of the Agreement.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.



Administrator

February 14, 2023

Chair:

PULL: None

ADDITIONS:
1. Item #6.10 (Huber Response/Communication)

2. Item #8.2 (Closed Litigation Session – Attorney-Client Privilege)

CHANGES: None

INFORMATIONAL:
1. Item #6.6 – 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, February 7, 2023 | 2:30 PM | Itasca County Boardroom

DRAFT

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

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

Tuesday, February 14, 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**

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

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

Tuesday, February 14, 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**

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

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 14, 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**

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

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.

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

Tuesday, February 14, 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**

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

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.

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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-

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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

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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:

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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

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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.

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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

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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

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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,

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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

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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

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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.

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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.

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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.

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Signature Page Follows

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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

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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.

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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 14, 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**

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

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

Tuesday, February 14, 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**

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

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

Tuesday, February 14, 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**

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

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

Tuesday, February 14, 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**

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

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 14, 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**

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

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 14, 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**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-7

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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

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

The undersigned **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.

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

Tuesday, February 14, 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**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-8

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.

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

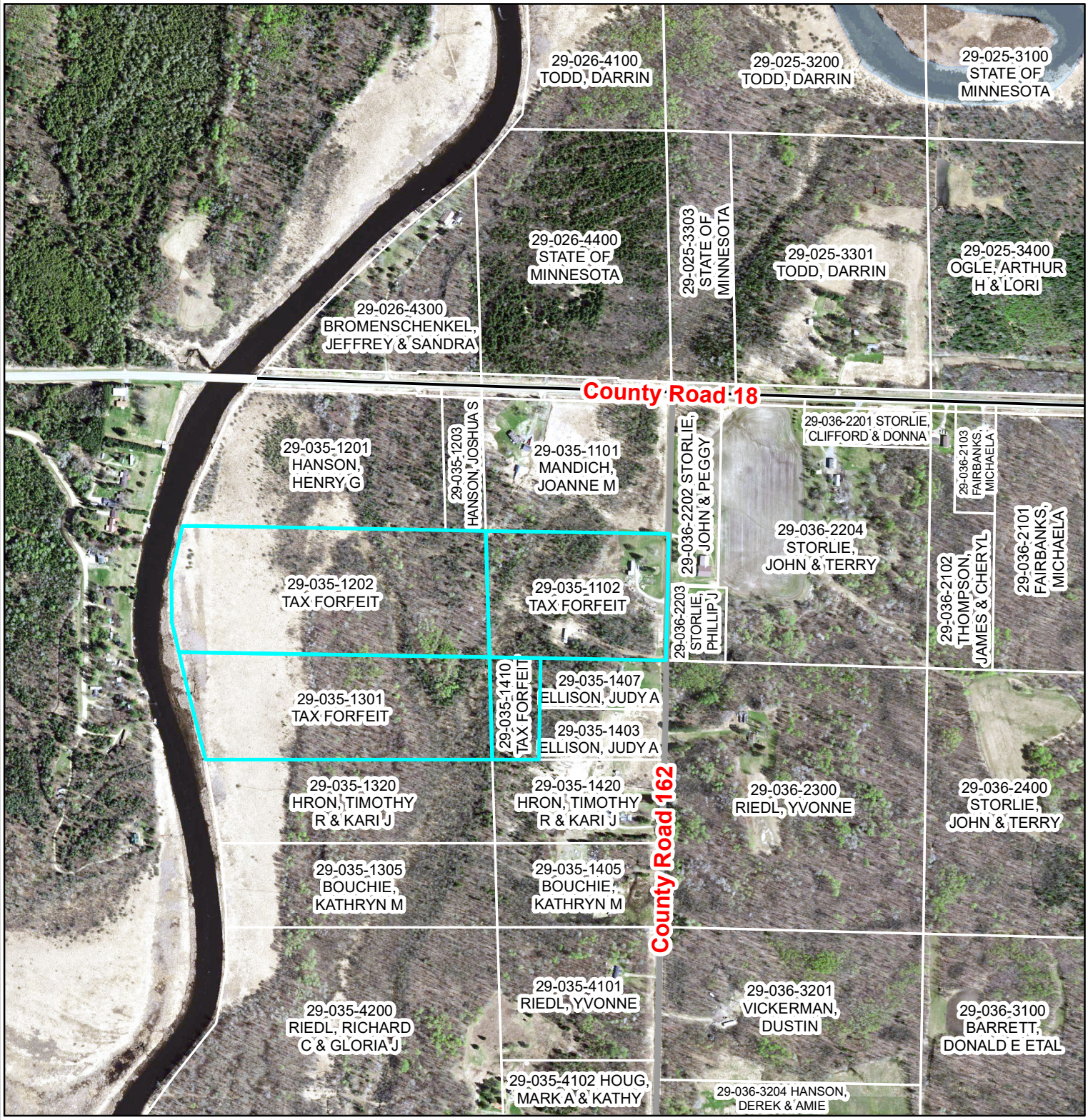
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

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.

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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 14, 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**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-9

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 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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

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

Tuesday, February 14, 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**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-10

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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.

Administrator

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

Tuesday, February 14, 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**

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

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

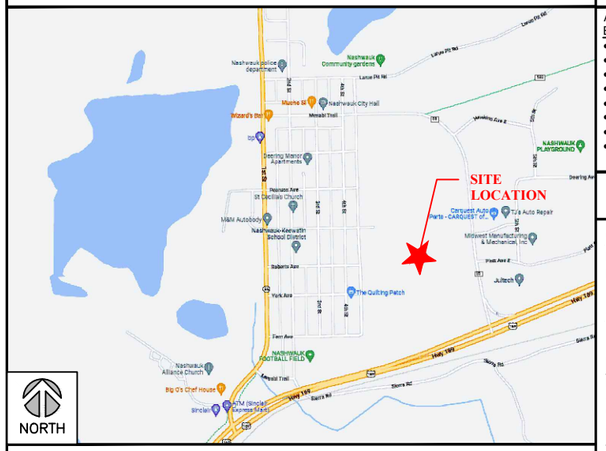
SITE ID: A1O0855C

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.

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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

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1	04/11/2022	PRELIMINARY CD'S	JG	RZ
A	REV.	REVISIONS	BY	APP

ISSUE RECORD
△ REVISION THIS SHEET

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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.

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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

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Signature:
Date 1-18-23 License # 51980

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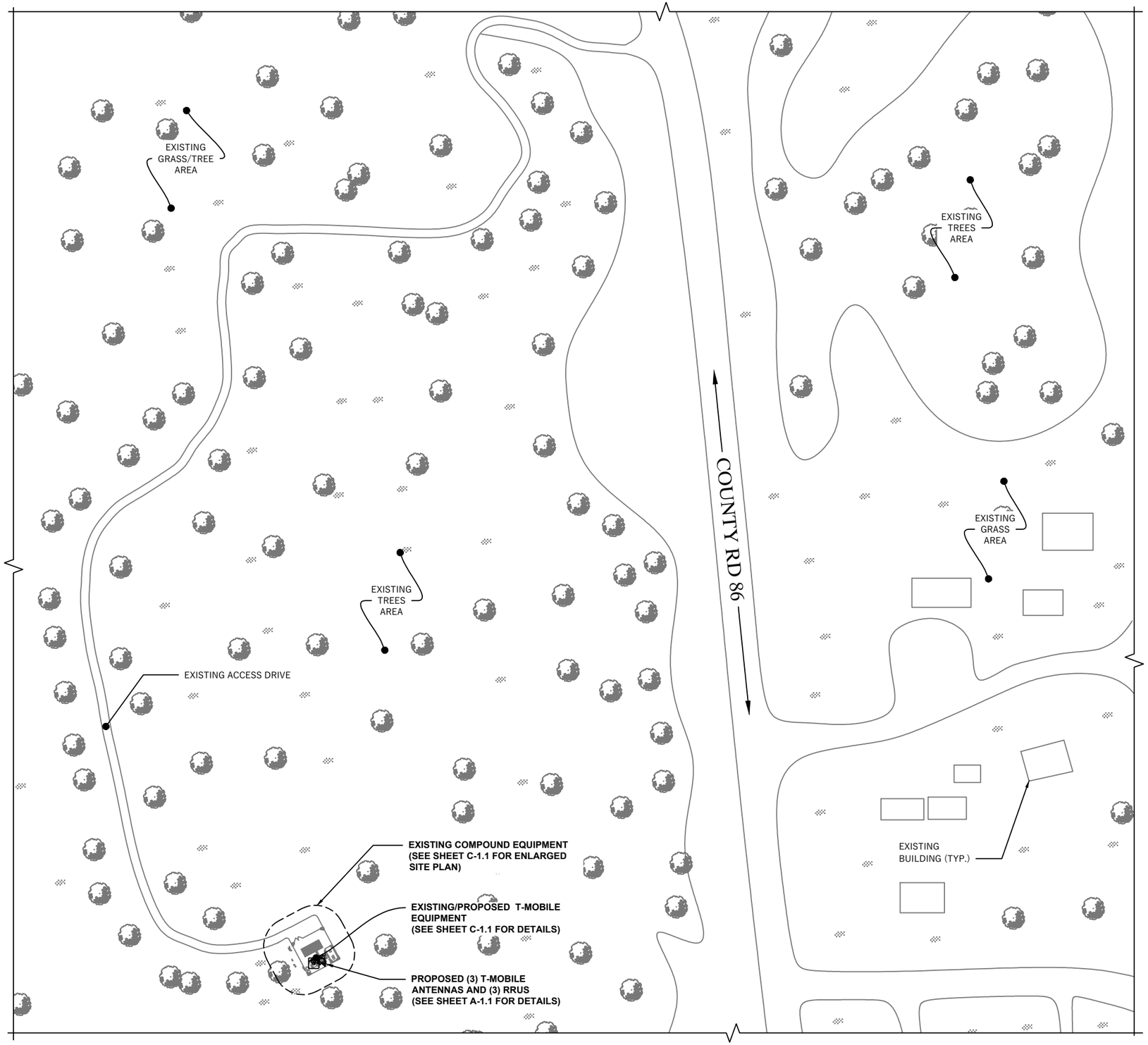
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GENERAL NOTES (CONTINUED)

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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)

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Signature: Roger Allan Zimmer
Date: 1-18-23 License # 51980

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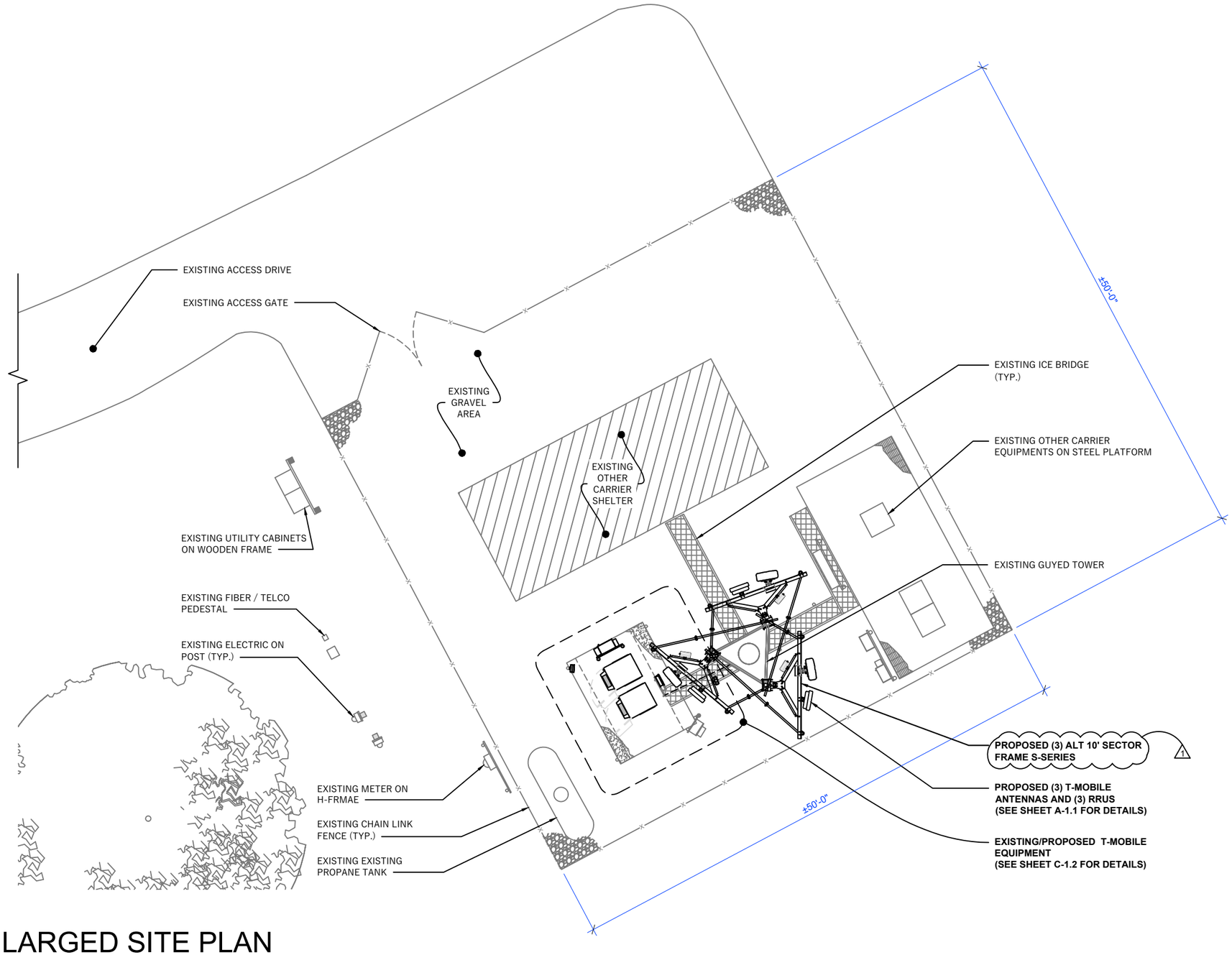
ISSUE RECORD
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THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22X34 SHEET SIZE AND ARE NOT REDUCED IN SIZE.

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.				

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ENLARGED SITE PLAN

SHEET NUMBER
C-1.1

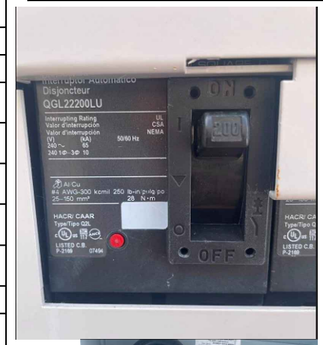




CONTRACTOR NOTE:
THIS SITE DOES NOT REQUIRE AN ELECTRICAL SERVICE UPGRADE:

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:
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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

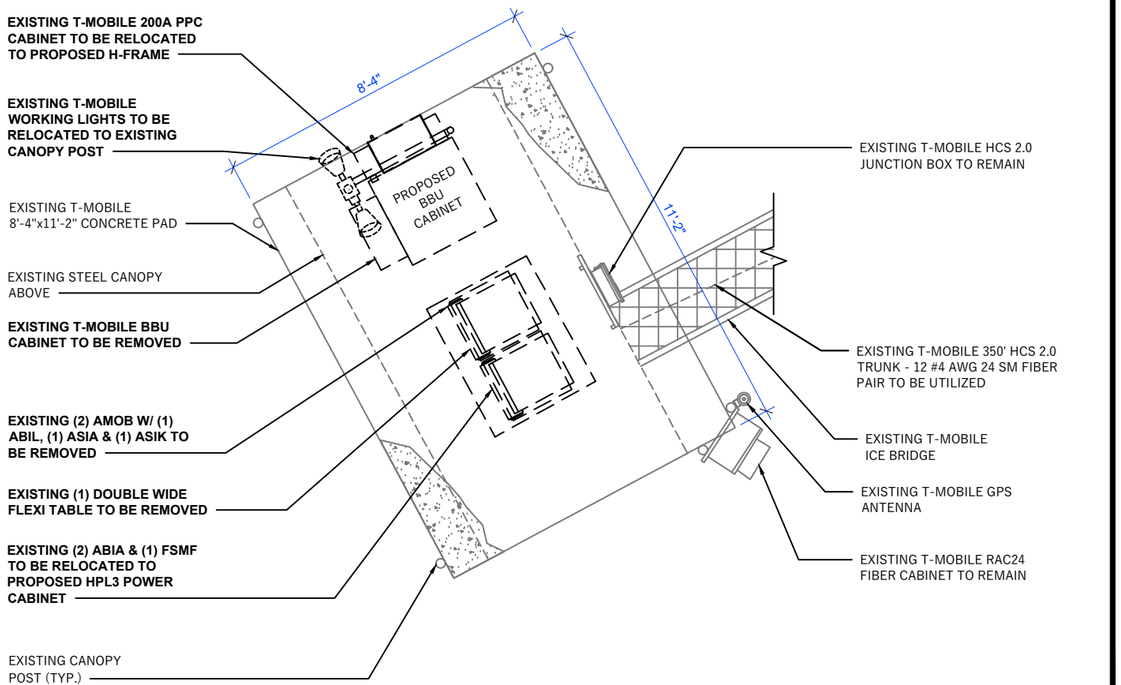
EXISTING T-MOBILE BBU CABINET TO BE REMOVED

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

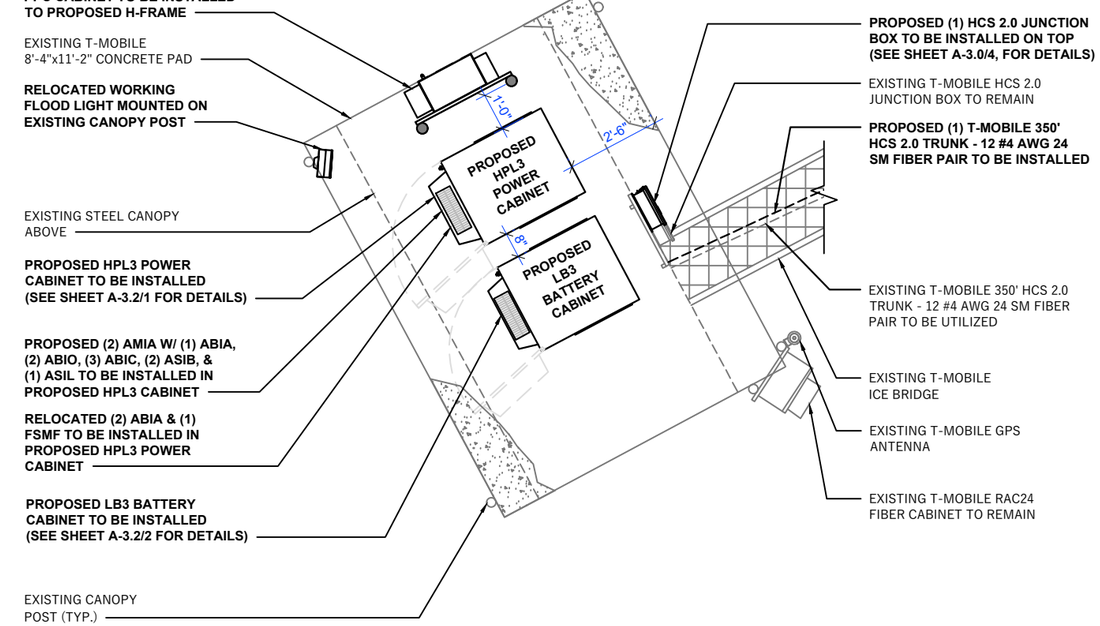
PROPOSED HPL3 POWER CABINET TO BE INSTALLED (SEE SHEET A-3.2/1 FOR DETAILS)

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)

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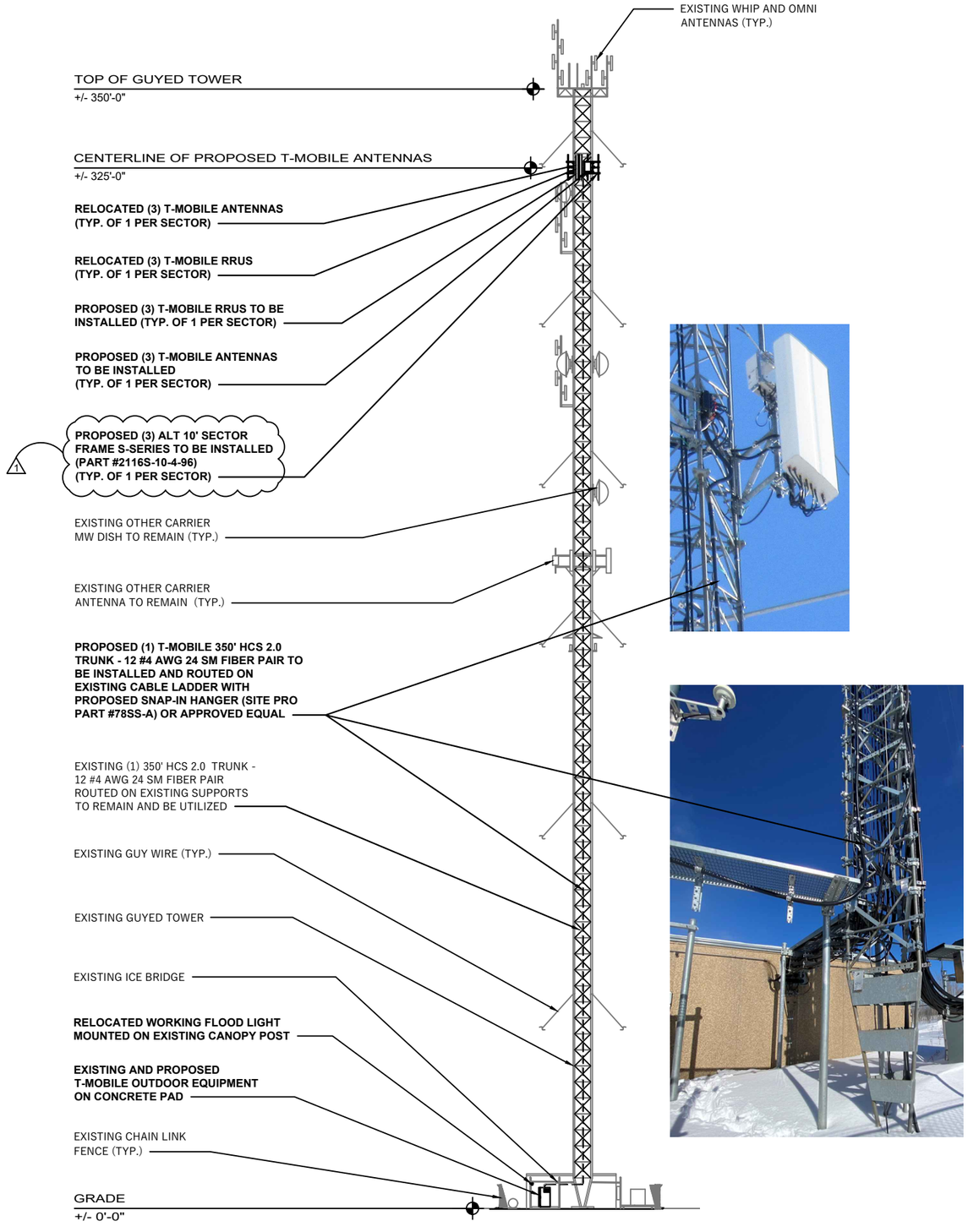
PROJECT NUMBER:
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SHEET DESCRIPTION
EQUIPMENT LAYOUTS

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.

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Date 1-18-23 License # 51080

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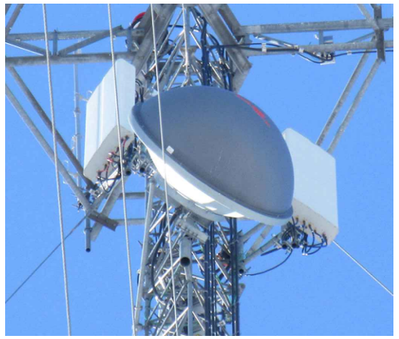
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		REV	REVISIONS	BY / APP

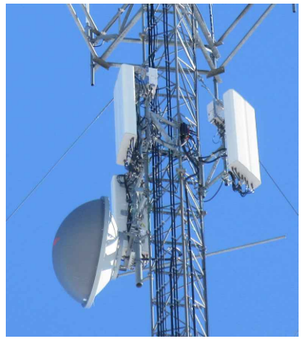
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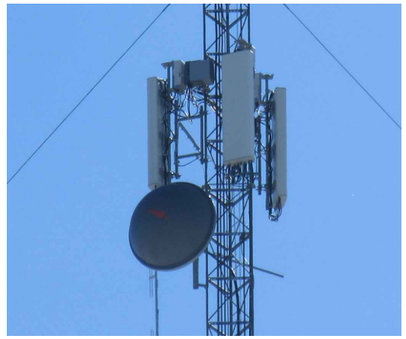
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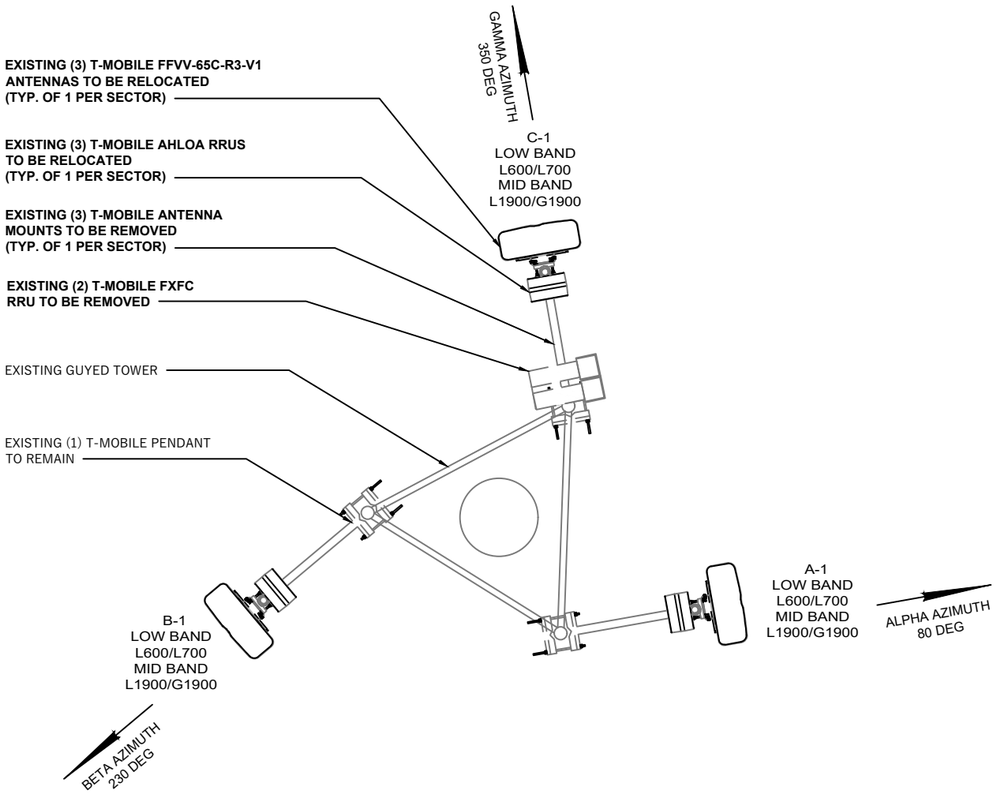
SHEET DESCRIPTION
TOWER ELEVATION

SHEET NUMBER
A-1.0



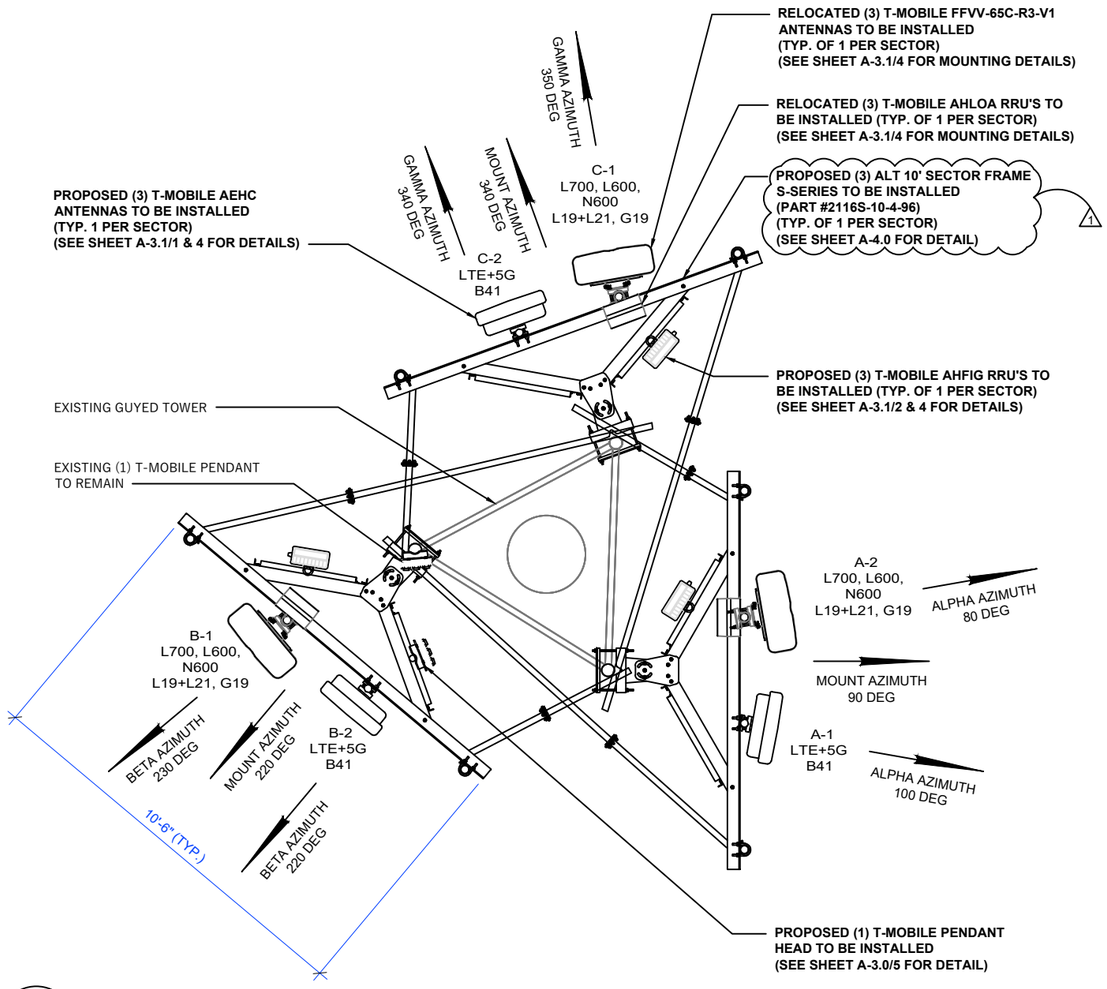






NOTE:
ALL/ANY TOWER, GRADE AND/OR EQUIPMENT SHELTER PENETRATION(S) ARE REQUIRED TO BE COMPLETELY SEALED WITH THE APPROPRIATE WEATHERPROOF BOOT.

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)

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SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

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3	01/18/2023	1	FINAL CD'S	RZ
				RZ
				RZ
				APP

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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.

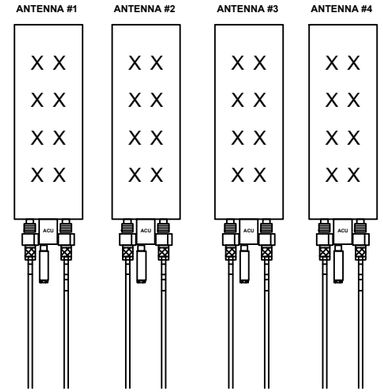
NOTE:
EACH COMPONENT, CABLE, OR GROUP OF CABLES (IF ROUTED TOGETHER), SHOULD INCLUDE A TAG CLEARLY IDENTIFYING IT AS THE CARRIER'S EQUIPMENT. CABLES SHALL BE MARKED AT THE BASE OF THE TOWER, AT THE TOP STIFFENER OR ROOF (WHERE THEY TRANSITION FROM VERTICAL TO HORIZONTAL) AND AT THE ANTENNA LOCATION.

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.

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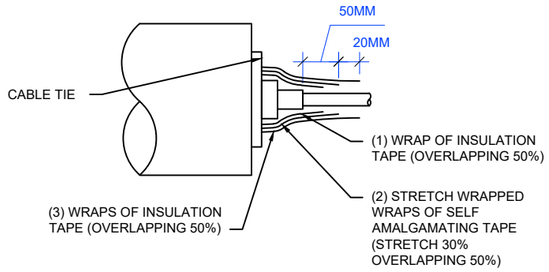
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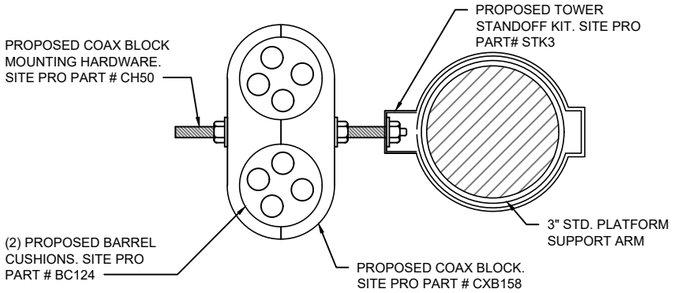
SHEET DESCRIPTION
ANTENNA & EQUIPMENT CONFIGURATION KEYS

SHEET NUMBER
A-2.0



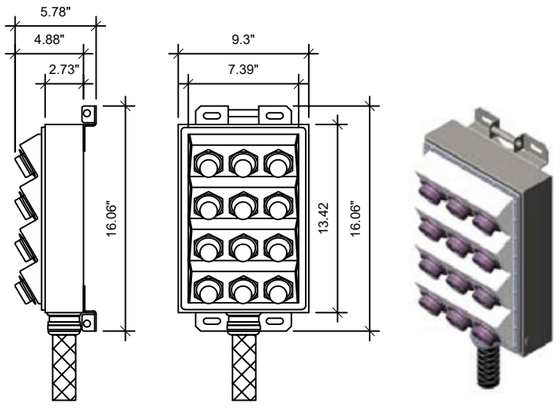
1 A–3.0 RF JUMPER CONNECTION DETAIL

SCALE
N.T.S.



2 A–3.0 RF JUMPER MOUNTING DETAIL

SCALE
N.T.S.

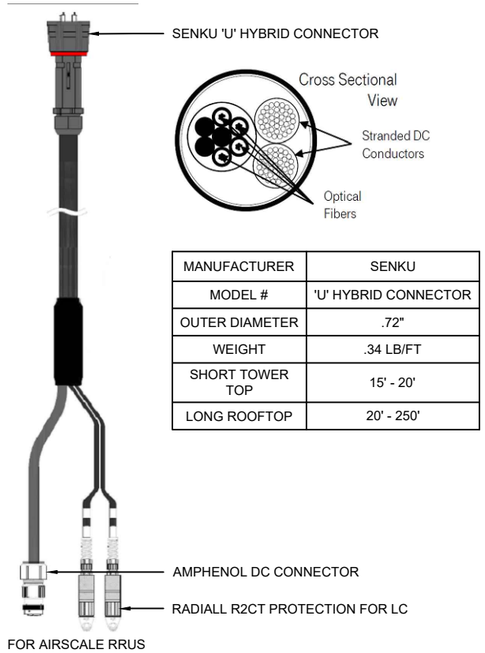


MANUFACTURER	ALLIANCE CORP
MODEL #	HYBRID CABLE HI-CAP BREAKOUT BOX
DIMENSIONS (HxWxD)	16.06" x 9.3" x 5.78"

NOTE:
TOTAL VOLUME IS MAX 480.6 CUBIC INCH.

5 A–3.0 BREAKOUT BOX DETAIL

SCALE
N.T.S.

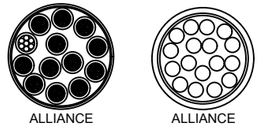


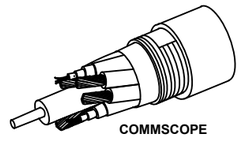
FOR AIRSCALE RRUS

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.





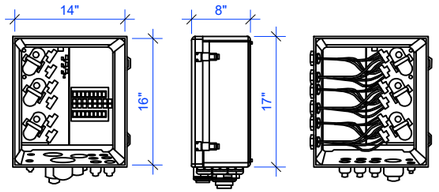
COMMSCOPE

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

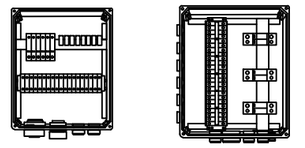
6 A–3.0 TRUNK CABLE SPECS

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

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PHONE | 314-997-9111 FAX | 314-997-9996

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

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

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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

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SITE NAME:
ITASCA COUNTY TOWER 2

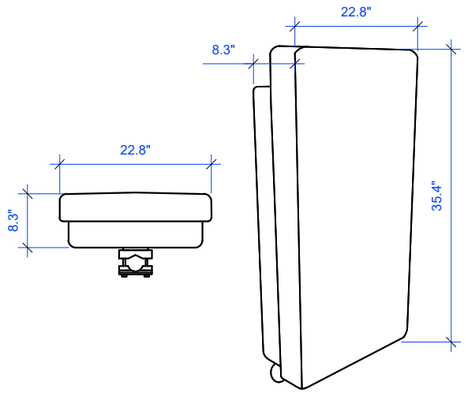
SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

SHEET DESCRIPTION
EQUIPMENT DETAILS

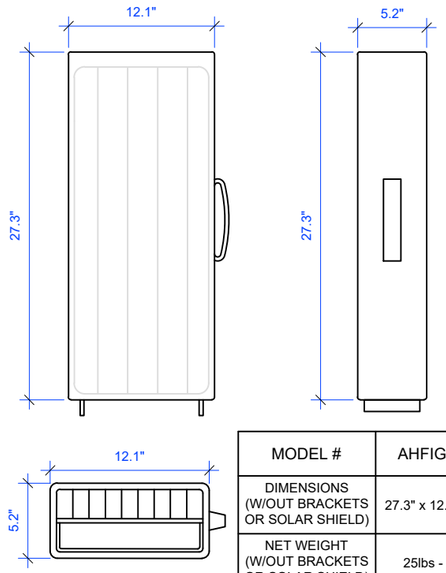
SHEET NUMBER
A-3.0



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.



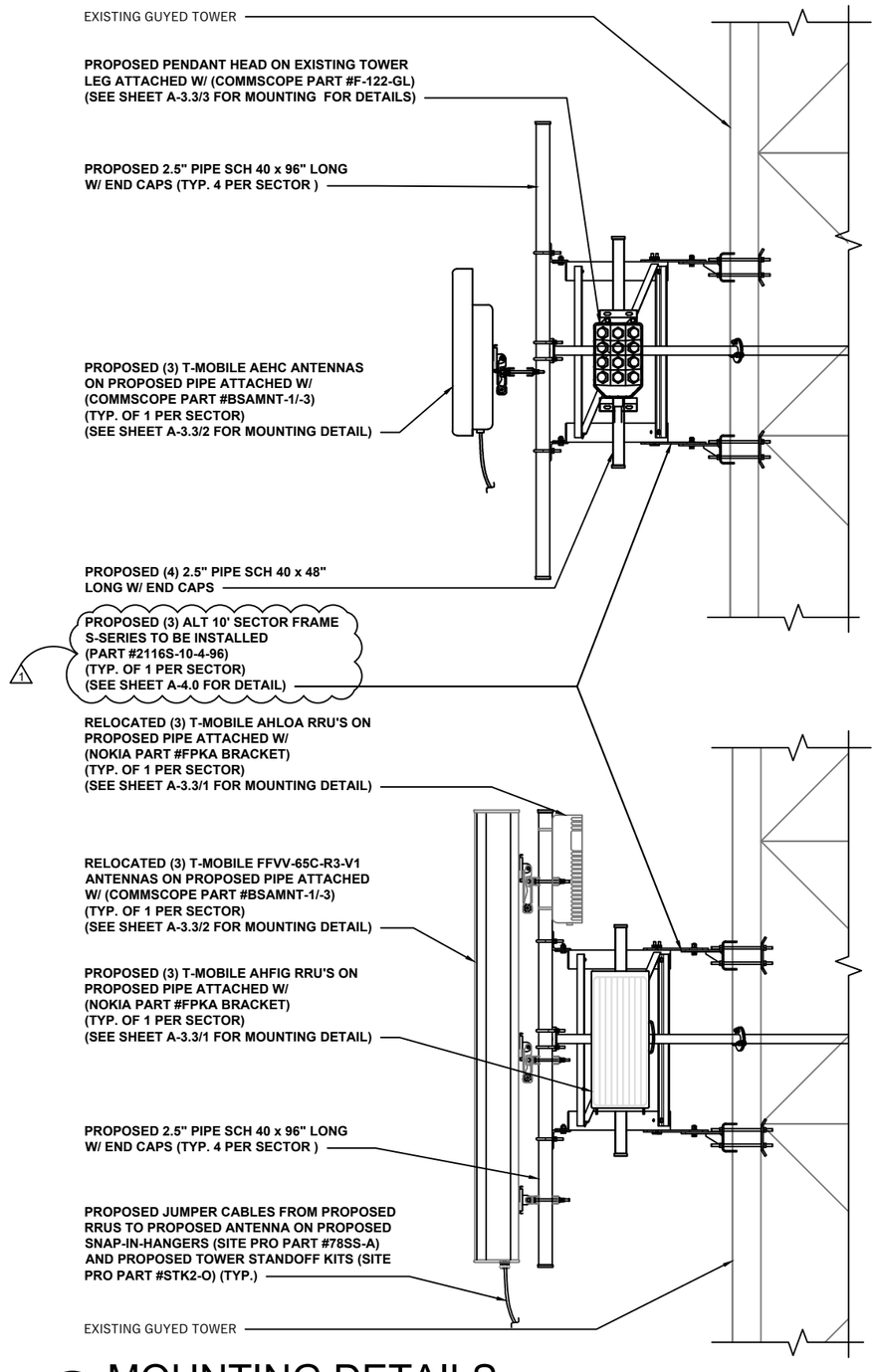
MODEL #	AHFIG RRU
DIMENSIONS (W/OUT BRACKETS OR SOLAR SHIELD)	27.3" x 12.1" x 5.2"
NET WEIGHT (W/OUT BRACKETS OR SOLAR SHIELD)	25lbs - 73lbs

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.

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SITE ID: A1O0855C

SITE ADDRESS: 34560 COUNTY RD 86 NASHWAUK, MN 55769

PROJECT NUMBER: 693458

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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
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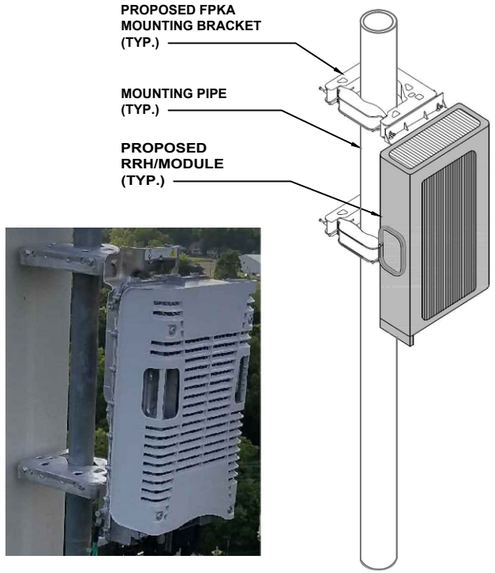
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REV.	1	0	A	

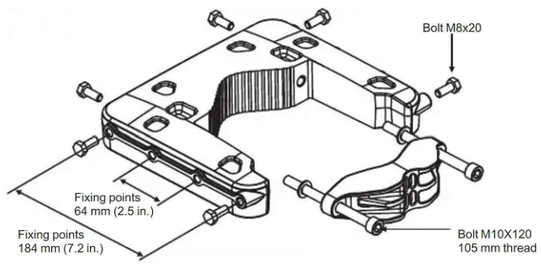
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SHEET DESCRIPTION
EQUIPMENT DETAILS

SHEET NUMBER
A-3.2





FLEXI POLE KIT (FPKA) CAN BE USED AS FOLLOWS:

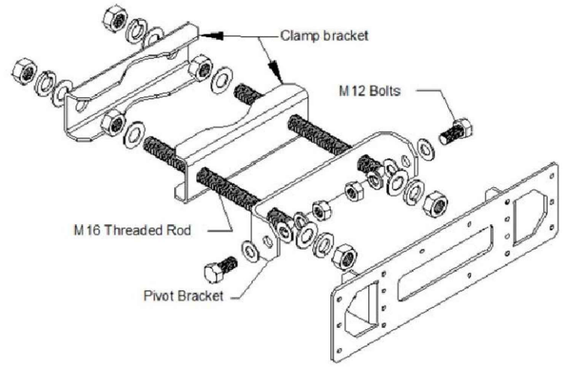
- VERSION 101: POLES BETWEEN 60MM (2.4 IN.) AND 120MM (4.7 IN.) IN DIAMETER
- VERSION 202: POLES BETWEEN 30MM (1.2 IN.) AND 120MM (4.7 IN.) IN DIAMETER (THE BRACKET STRAINER IS FLIPPED AROUND WHEN THE POLE SIZE IS 59 MM OR SMALLER IN DIAMETER)

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

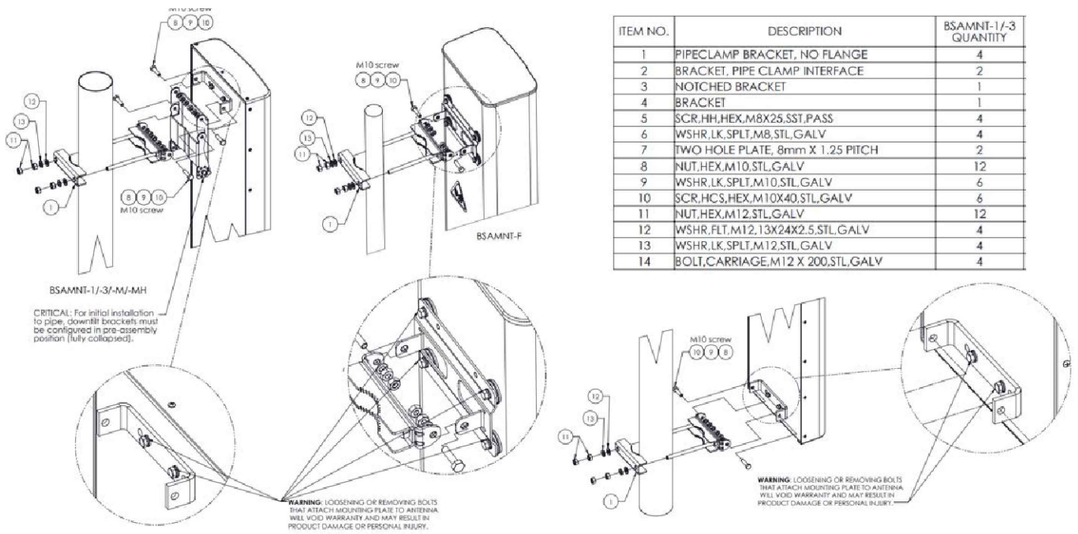
SCALE N.T.S.





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.

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Date 1-18-23 License # 51980

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ITASCA COUNTY TOWER 2

SITE ID:
A1O0855C

SITE ADDRESS:
34560 COUNTY RD 86
NASHWAUK, MN 55769

PROJECT NUMBER:
693458

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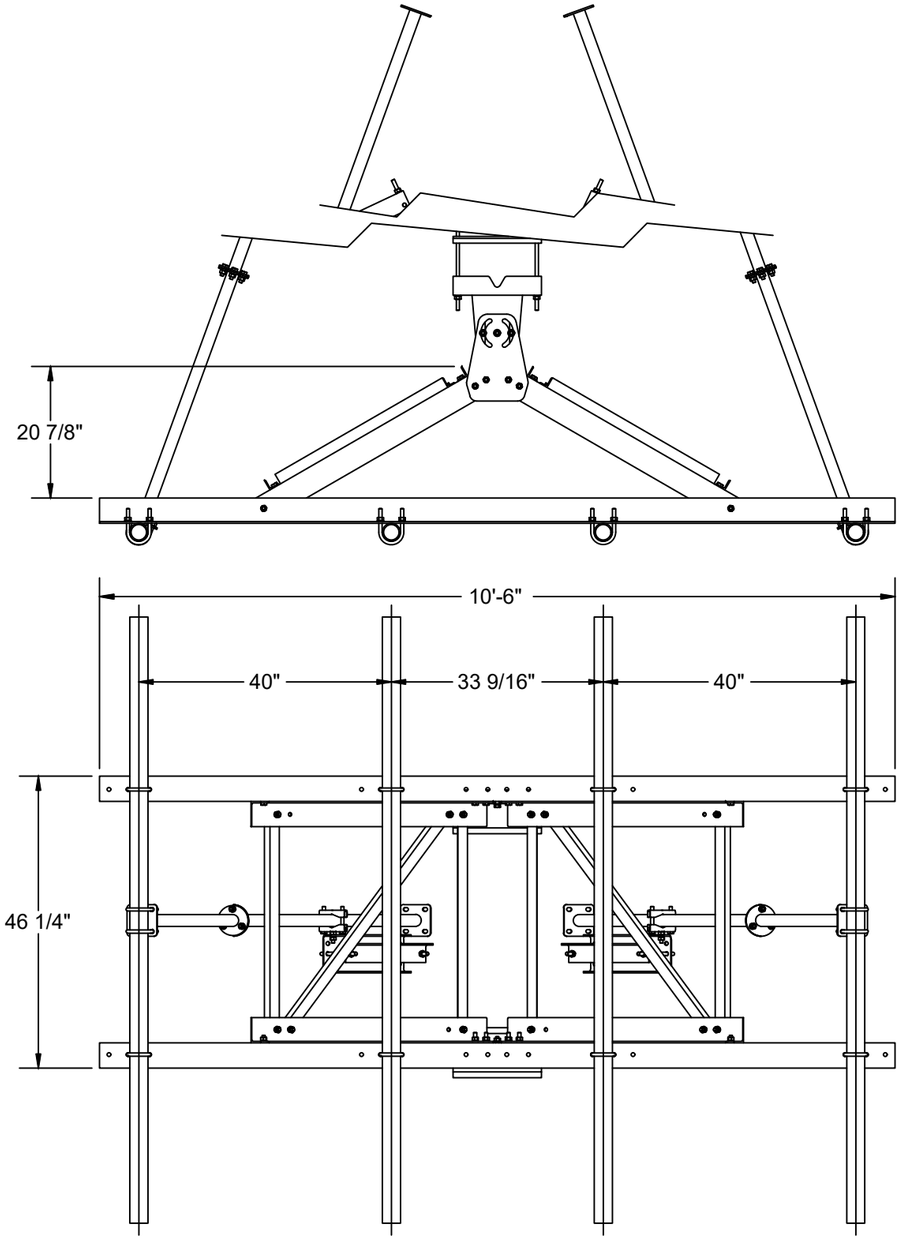
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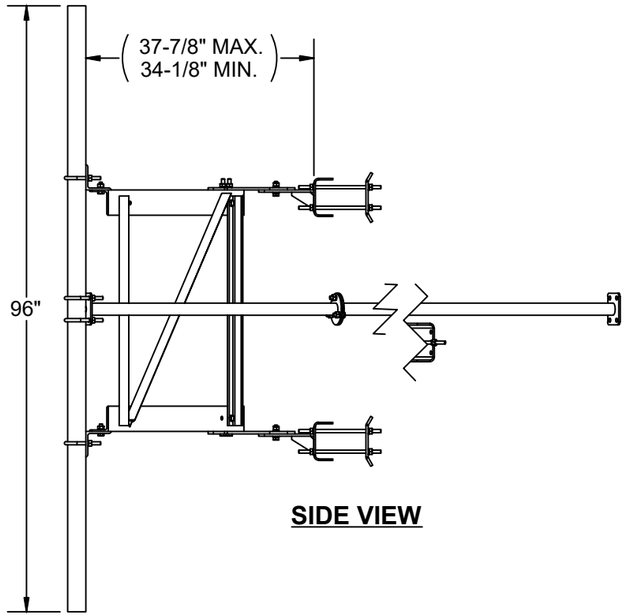
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SHEET DESCRIPTION
EQUIPMENT DETAILS

SHEET NUMBER
A-3.3

PART NO. 2116S-10-4-96





SIDE VIEW

1

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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

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PRELIMINARY CD'S — FINAL CD'S — FINAL CD'S — REVISIONS

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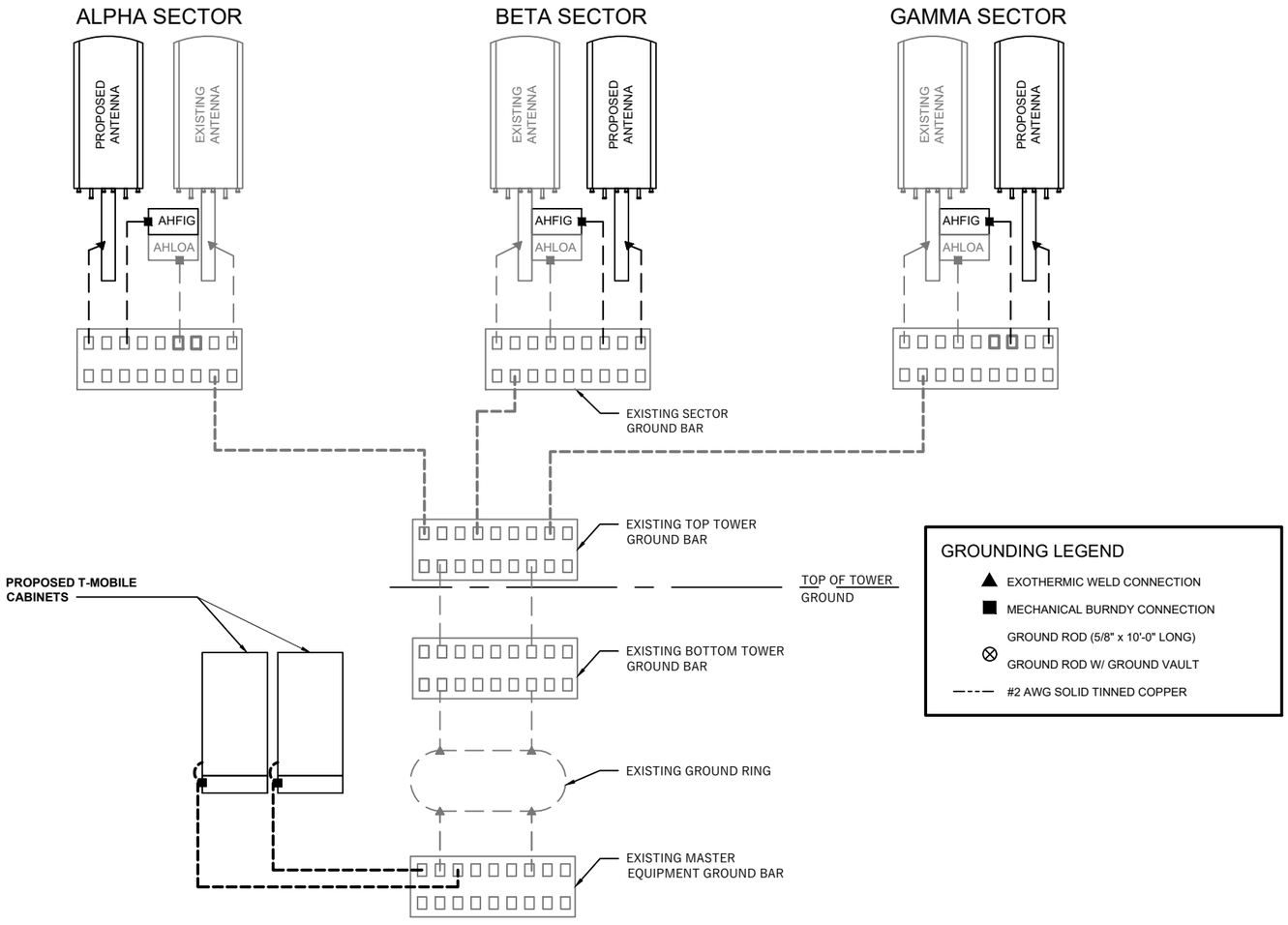
SITE ID: A1O0855C

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

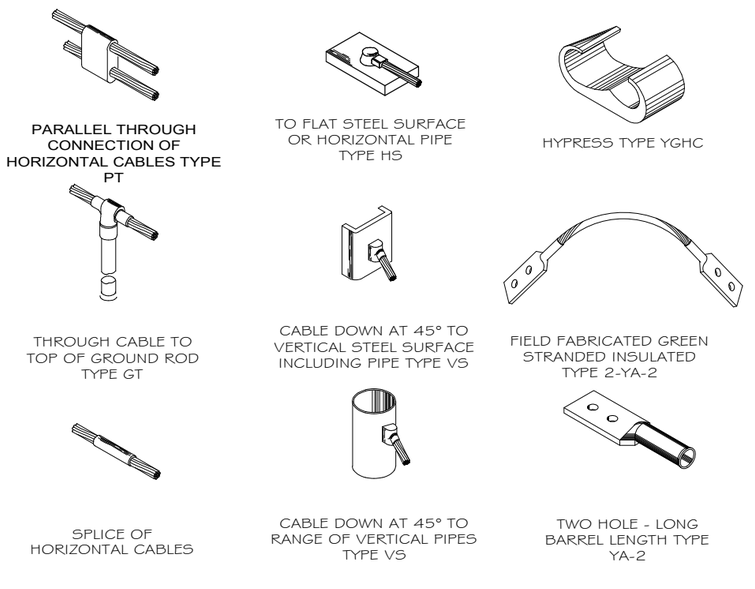
1. THE DETAILS SHOWN ARE GENERAL IN NATURE. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. GROUNDING SYSTEM SHALL BE TESTED PER SPECIFICATIONS AND SHALL HAVE A RESISTANCE OF 5 OHMS OR LESS.
3. GROUNDING PLAN WAS PREPARED PRIOR TO THE COMPLETION OF THE GEO-TECHNICAL 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.

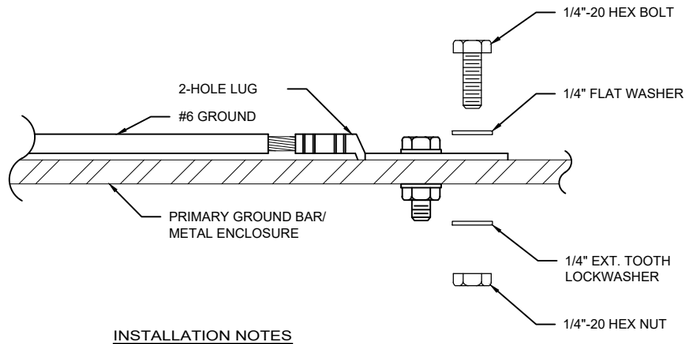
NOTE:
NO WELDING OVER COATED STEEL SURFACES IS PERMISSIBLE. THE CONTRACTOR IS RESPONSIBLE TO ADEQUATELY REMOVE ALL COATINGS BEFORE WELDING. ALL AREAS THAT REQUIRE WELDING ARE TO BE ABRASIVE BLASTED OR GROUND BEFORE ANY WELDING IS STARTED.

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.

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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 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2770

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 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2917

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Loren Solberg, Representative Davis

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 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2913

DEPARTMENT: Human Resources
PRESENTER: Brett Skyles

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Recognition of County Employees

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

BACKGROUND:

- Farewell to Kevin Castle whose last day as Purchasing/Inventory Clerk, Transportation Department, will be February 24, 2023, after 5+ years of service.
- Congratulations to Chris Peterson who has accepted a promotion from Deputy Sheriff/Lieutenant to Chief Deputy Sheriff effective February 5, 2023.
- Farewell to Daniel Jensen whose last day as Custodian/Boiler Tech, ASD-Facilities Management, will be February 28, 2023, after nearly 30 years of service.
- Welcome to new employee Jeff Haley, Highway Maintenance Worker, Transportation Department, effective February 6, 2023.
- Welcome to new employee Jessi Stumo, Accounting Technician, Health and Human Services, effective February 13, 2023.
- Congratulations to Janet Borth who has accepted a promotion from Human Resources Assistant to Human Resources Director effective February 5, 2023.

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 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2814

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of February 17, 2023, in the amount of $1,446,082.62.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2898

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Employee Expense Report Approval

BOARD ACTION REQUESTED:
Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred. Based on County policy, these expenses must be approved by the County Board.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Snyder Expense Forms

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

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

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2921

DEPARTMENT: Health & Human Services
TIME REQUESTED: 10 Minutes
PRESENTER: Kelly Chandler

AGENDA ITEM:
Bush Innovation Grant Contract

BOARD ACTION REQUESTED:
Approve a Bush Innovation Grant Contract with Rose Robinson for information gathering from families involved in child protection and/or juvenile justice system.

BACKGROUND:
Contract to be provided at meeting.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ADDL INFO RR POS Agreement 2023

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

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

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the "Agency", and Rose Robinson, hereafter referred to as the "Contractor", enter into this Agreement for the period from 2-01-2023 THROUGH 06-30-2023.

WITNESSETH

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

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

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

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

I. CONTRACT GENERAL

A. Contractor's Duties:
1. Description of services is attached to this Agreement as Exhibit "A" and/or the Delegation Agreement.

2. The Contractor shall provide proof of liability insurance.

3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).

4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:
1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:

    a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts164 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.

2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

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

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

G. Conditions of the Parties' Obligations:
1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.

2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.

3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

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

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.

2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.

3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.

K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with ICPH contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
2. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
    a. Complete the Ownership and Control Interest Disclosure Statement to include:
        i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) of more;
        ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
        iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
        iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.

C. Contractor’s Duties

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

D. Monitoring and Evaluation:
   1. Performance of the Contractor will be monitored in accordance with outcomes.

E. Payment for Purchased Services:
   1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **$50 per hour up to $5000 total**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
   2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **$300 annually**.

F. Recording Requirements or Accountability:
   1. The Contractor agrees to maintain records and these records belong to the Agency.

G. Audit and Record Disclosures:
   1. The Contractor Shall:
      a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
      b. Respond directly and promptly to State inquiries and data requests.
      c. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.

G. Bonding, Indemnity, Insurance, and Audit Clause:
   1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of **$ NA** .

   2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;

      a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.

3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
   a. $1,500,000 when the claim is one for death by wrongful act or omission and $1,500,000 to any claimant in any other case; and

   b. $3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.

4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended upon written agreement by the Contractor and Agency. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY_____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED_____

BY_____
Chairperson,
Itasca County Board

DATED_____

BY_____
Rose Robinson

DATED_____

Exhibit A
Itasca County Public Health

Rose Robinson will:

Interview 10-15 families or host community forums for folks who had children or where a child engaged in the child protection or juvenile justice systems to learn about their experiences with the systems and barriers or successes they experienced, and ideas for change or what could have helped with their success. Data would be collected within 60-90 days and compiled for grant team review.

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

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2912

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: 15 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Public Hearing Re: Proposed Property Tax Abatement for ASV/Yanmar Development

BOARD ACTION REQUESTED:
Hold a Public Hearing Re: Proposed Property Tax Abatement for Certain Property in Itasca County, Minnesota, and Granting a Business Subsidy to ASV Holdings, Inc., or Any of Its Affiliates.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Exhibit A DOCSOPEN-#850922-v2-Itasca_Cty_ASV_Abatement_Resolution
2. Memo - Public hearing 2.2023
3. GRHF 02_01_23 Itasca County Tax Abatement Affidavit
4. SRNF 02_02_23 Itasca County Tax Abatement Affidavit
5. Yanmar Tax Abatement Agreement
6. ASV County Tax Abatement Application Letter
7. ASV Expansion_ 91-027-2401
8. ADDL INFO Abatement Request

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 14, 2023

RESOLUTION 2023-11

RE: GRANTING A PROPERTY TAX ABATEMENT FOR CERTAIN PROPERTY IN ITASCA COUNTY, MINNESOTA; APPROVING A BUSINESS SUBSIDY; AND AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH THE CITY OF GRAND RAPIDS, MINNESOTA AND YANMAR COMPACT EQUIPMENT NORTH AMERICA, INC.

BE IT RESOLVED, by the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") as follows:

Section 1. Recitals.

1.01. Yanmar Compact Equipment North America, Inc., a Delaware corporation and an affiliate of ASV Holdings, Inc., a Delaware corporation, or any other affiliate (collectively, the "Developer"), has proposed to construct an approximately 32,000 square foot expansion to its compact equipment production facility to be used for manufacturing, including a new paint system (the "Project"), on real property (the "Property") located at 840 Lily Lane, Grand Rapids, Minnesota.

1.02. The County and the City of Grand Rapids, Minnesota (the "City") are each contemplating granting a property tax abatement in order to facilitate the Project, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Abatement Act").

1.03. The Board is considering granting a tax abatement of all or a portion of the County's share of property taxes generated by improvements on the Property (the "Abatement") in the approximate maximum amount of $329,033 (equal to principal of $196,566 plus semiannual interest accruing at the rate of 4.75% per annum) in accordance with the Abatement Act.

1.04. The financial assistance to be provided by the Developer in the form of the Abatement constitutes a business subsidy in accordance with Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act").

1.05. There has been presented before the Board a form of Tax Abatement Agreement (the "Agreement") between the City, the County, and the Developer, which sets forth the terms of the Abatement to be provided by the County and the property tax abatement to be provided by the City (the "City Abatement").

1.06. The Agreement incorporates a business subsidy agreement within the meaning of the Business Subsidy Act, setting certain goals in connection with the subsidy represented by the Abatement.

1.07. On February 13, 2023, the City Council of the City conducted a public hearing on the City Abatement and the business subsidy to be provided by the City to the Developer.

1.08. On the date hereof, the Board conducted a duly noticed public hearing on the Abatement proposed to be granted by the County, as well as the business subsidy to be provided to the Developer. The views of all interested persons were heard and considered at the public hearing.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this resolution.

2.02. It is hereby found and determined that the benefits to the County from the Abatement will be at least equal to the costs to the County of the Abatement, because (a) the County believes that the development to be facilitated is not reasonably likely to occur absent the Abatement; (b) the development to be facilitated by the Abatement will likely encourage additional development within the area; and (c) the long-term taxes collected from the Property after termination of the Abatement will exceed the amount of the Abatement returned to the Developer.

2.03. It is hereby found and determined that the Abatement is in the public interest because such action will increase the County's tax base and provide additional employment opportunities in the County.

Section 3. Actions Ratified; Abatement Approved.

3.01. The Board hereby ratifies all actions of the County's staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act and the Business Subsidy Act.

3.02. Subject to the provisions of the Abatement Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means the real property taxes generated in any tax-payable year by extending the County's total tax rate for that year against the tax capacity increase resulting from the construction of the Project, excluding the tax capacity of the land and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 473F, all as of January 2 in the prior year.

(b) The Abatement will be paid by the County to the Developer on the dates and in accordance with all the terms and conditions of the Agreement.

(c) In accordance with Section 469.1813, subdivision 8 of the Abatement Act, in no year shall the Abatement, together with all other abatements approved by the County under the Abatement Act and paid in that year exceed the greater of 10% of the net tax capacity of the County for that year or $200,000 (the "Abatement Cap"). The County may grant other abatements permitted under the Abatement Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatement granted pursuant to this resolution.

(d) The Abatement will have a maximum term of twenty (20) years.

(e) In no event shall the total payments of the Abatement to Developer exceed $329,033 (equal to principal of $196,566 plus semiannual interest accruing at the rate of 4.75% per annum) or continue to be paid for more than twenty (20) years.

(f) The Abatement is subject to modification in accordance with the Abatement Act, subject to the

terms of the Agreement.

(g) In accordance with Section 469.1815 of the Abatement Act, the County will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

(h) The County makes no warranties or representations regarding the amount or availability of the Abatement.

(i) The Abatement shall be provided to the Developer pursuant to the terms and conditions of the Agreement, as approved by the Board.

Section 4. Approval of Agreement. The Agreement, including the business subsidy agreement, is hereby in all respects authorized, approved, and confirmed and the Chair and the County Administrator are hereby authorized and directed to execute and deliver the Agreement for and on behalf of the County in substantially the form now on file with the County but with such modifications as shall be deemed necessary, desirable or appropriate, their execution thereof to constitute such conclusive evidence of their approval of any and all modifications therein.

Section 5. Effective Date. This resolution is effective upon execution in full of the Agreement.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of February A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of February A.D. 2023.



Administrator

EXHIBIT A

PROPERTY

The Property is identified by the following parcel identification numbers:

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

MEMORANDUM

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

FROM: Rebecca Kurtz, Ehlers

DATE: February 8, 2023

SUBJECT: Proposed Tax Abatement for ASV/Yanmar Development

The City of Grand Rapids and Itasca County received a request for tax abatement ("abatement") from ASV Holdings, Inc. ("ASV") to assist with an expansion of their Grand Rapids production facility. Note that in 2019, ASV was acquired by Yanmar Group, and the Yanmar Compact Equipment North America ("Yanmar") is based in Grand Rapids. Legal documents related to this request are with Yanmar.

Proposed Project

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

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

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

Tax Abatement Request

ASV/Yanmar has requested $234,000 in tax abatement assistance from the City of Grand Rapids and $196,566 in tax abatement assistance from Itasca County to assist with the construction of the proposed expansion. The term of the tax abatement would not exceed 20 years.

Proposed Tax Abatement for ASV/Yanmar

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

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

Process and Next Steps

The City Council (the "Council") and the County Board (the "Board") called for public hearings at their January 23 and 24 meetings, respectively, and published notices the week of January 30.

At the February 13 meeting the Council will hold a public hearing to consider the abatement request of $234,000. The proposed abatement would be based on the increase over the current tax capacity. Therefore, the City would continue to receive the taxes on the current value throughout the term of the abatement. It is estimated that the annual taxes abated by the City will be $22,659.

At the February 14 meeting the Board will hold a public hearing to consider the abatement request of $196,566. At the February 7 meeting, the Board received information on the impacts of various tax abatement structures.

After each public hearing, the Council and Board may consider a resolution to approve the tax abatement. As part of the resolution, the Council and Board will be required to make the following findings:

> *The abatement expects the benefits to the political subdivision to at least equal the costs to the political subdivision* ***and*** *the project is in the public interest because it will:*
>
> - *Increase or preserve tax base;*
> - *Provide employment opportunities;*
> - *Provide or help acquire or construct public facilities;*
> - *Help redevelop or renew blighted areas;*
> - *Help provide access to services for residents;* ***and/or***
> - *Finance or provide public infrastructure.*

If the abatement is approved, the City and/or County will enter into a Contract for Development with Yanmar, which will outline the terms of the assistance. Note that the City and County terms may differ.

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

RECEIPT/ORDER CONFIRMATION

APG MEDIA of MINNESOTA LLC

BILLING DATE:	ACCOUNT NO:
1/31/2023	GRH3007448

PO Box 410
Ashland, WI 54806
715-858-7330

AMOUNT DUE UPON RECEIPT

ITASCA COUNTY
ACCOUNT PAYABLE
123 NE 4TH ST
GRAND RAPIDS, MN 55744

AD#	DESCRIPTION	START	STOP	PUBS	TIMES	AMOUNT
98251	Feb. 14 PH Tax	2/1/23	2/1/23	GRHR	1	$117.88

Discount:	**$0.00**
Surcharge:	**$0.00**
Credits:	**$0.00**

Gross:	**$117.88**
Paid Amount:	**$0.00**
Amount Due:	**$117.88**

We Appreciate Your Business!

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF ITASCA) ss

Brett Holum being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Grand Rapids Herald Review

with the known office of issue being located in the county of:

ITASCA

with additional circulation in the counties of:

ITASCA

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 02/01/2023 and the last insertion being on 02/01/2023.

MORTGAGE FORECLOSURE NOTICES Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: _____
Designated Agent

Subscribed and sworn to or affirmed before me on 02/01/2023 by Brett Holum.

_____
Notary Public

BARBARA LYNN EIESLAND
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$61.35 per column inch

Ad ID 1290242

ITASCA COUNTY, MINNESOTA

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

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

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

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

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

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

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

Dated: February 1, 2023
BY ORDER OF THE BOARD OF COMMISSIONERS OF ITASCA COUNTY, MINNESOTA
/s/ Brett Skyles
County Administrator
Itasca County, Minnesota

Published in the
Grand Rapids Herald Review
February 1, 2023
1290242

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Tony Fragnito or Kristina Westerberg, being first duly sworn, on oath states as follows:

1. I am the publisher of the Scenic Range NewsForum, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied was published in the newspaper are as follows: 21223

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: $10.00 per column inch.

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Tony Fragnito, Publisher
Kristina Westerberg

Subscribed and sworn to before me by Tony Fragnito or Kristina Westerberg on this

8th Day of February, 2023.

(Notary Public)

ANNETTE MARIE FAULKNER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31, 2028

A COUNTY, MINNESOTA

RTY TAX ABATEMENT FOR CERTAIN PROPERTY IN ITASCA BUSINESS SUBSIDY TO ASV HOLDINGS, INC., OR ANY OF ITS AFFILIATES

Commissioners (the "Board") of Itasca County, Minnesota (the sday, February 14, 2023, at the County Courthouse, located at 123 onduct a public hearing to consider granting a property tax abate-312 through 469.1815, as amended, for all or a portion of certain to be developed by ASV Holdings, Inc., a Delaware corporation, or per intends to construct an approximately 32,000 square foot expan- to be used for manufacturing, including a new paint system (the d at 840 Lily Lane, Grand Rapids, Minnesota. The proposed abate-esota Statutes, Sections 116J.993 to 116J.995, as amended (the

entification numbers: 91-568-0220, 91-569-0110, 91-027-2401, 91-0, 91-566-0315, 91-566-0320, 91-566-0325, and 91-566-0330.

er a resolution granting an abatement of a portion of the County's d of up to 20 years. The County estimates that the total amount of o principal of $196,566 plus semiannual interest accruing at the

subsidy to be provided to the Developer to assist in developing the thouse during regular business hours.

the owner of taxable property in the County may file a written com- with the Business Subsidy Act. No action may be filed against the nplaint is filed.

tters to be considered at the public hearing will be heard orally or in

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

/s/ Brett Skyles
County Administrator
Itasca County, Minnesota

TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF GRAND RAPIDS, MINNESOTA,

ITASCA COUNTY, MINNESOTA

AND

YANMAR COMPACT EQUIPMENT NORTH AMERICA, INC.

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (GAF)
150 S 5th Street, Suite 700
Minneapolis, MN 55402

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TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "Agreement"), made as of the ___ day of February, 2023, by and among the CITY OF GRAND RAPIDS, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), ITASCA COUNTY, MINNESOTA, a body corporate and politic and political subdivision of the State of Minnesota (the "County"), and YANMAR COMPACT EQUIPMENT NORTH AMERICA, INC. ("YCENA"), a Delaware corporation (the "Developer").

WITNESSETH:

WHEREAS, the Developer has requested tax abatement assistance from the City and the County in connection with an expansion of its existing manufacturing facility located within the City; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City and the County have each established Tax Abatement Programs (as defined herein); and

WHEREAS, the City and the County believe that providing assistance to the Project (as hereinafter defined), and the fulfillment of this Agreement are vital and are in the best interests of the City and the County, will result in preservation and enhancement of the tax base, provide employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the "Minnesota Business Subsidy Act") apply to this Agreement; and

WHEREAS, the City and the County have adopted criteria for awarding business subsidies that comply with the Business Subsidy Act after public hearings for which notice was published in accordance with the Business Subsidy Act; and

WHEREAS, in connection with the assistance provided under this Agreement, this agreement constitutes a subsidy agreement under the Business Subsidy Act.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs shall have the meaning set forth in Section 3.15;

Affiliate means a corporation, partnership, association, limited liability company or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Agreement means this Tax Abatement Agreement, as the same may be from time to time modified, amended or supplemented;

Applicable Regulations mean building code, health or safety regulation, zoning regulation, environmental law or other law or regulation applicable to the Development Property, the Project or the Developer;

Benefit Date means the date which the City issues the Certificate of Completion to the Developer pursuant to Section 3.6 hereof;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy Act means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended;

Certificate of Completion means the certification provided to the Developer in accordance with Section 3.6 in the form attached hereto as **Exhibit C**;

City means the City of Grand Rapids, Minnesota;

City Pledged Tax Abatements mean 100% of the City Tax Abatements in tax-payable years 2025 through 2045 (commencing August 1, 2025 and ending no later than February 1, 2045);

City Tax Abatements mean a portion of the City's share of annual real estate taxes received by the City with respect to the Development Property in an amount calculated in each tax-payable year as follows: the City tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Development Property as improved by the Project, as of January 2 in the prior year, less $111,336 (i.e. the Net Tax Capacity of the Development Property, as established by the County assessor on January 2, 2021 for taxes payable in 2022) and excluding the portion of

the Net Tax Capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, then abated in accordance with the City Tax Abatement Program;

City Tax Abatement Note means the Taxable Abatement Revenue Note (YCENA Project), substantially in the form set forth in **Exhibit A** attached hereto, to be issued by the City to the Developer;

City Tax Abatement Program means the terms set forth in the abatement resolution adopted by the City on February 13, 2023;

Construction Costs mean the capital costs of the Project, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the City or any other public body with regulatory authority over construction of the Project (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Project under generally accepted accounting principles;

Construction Plans mean the plans, specifications, drawings and related documents for the construction of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City which are be provided to and approved by the City pursuant to this Agreement;

County means Itasca County, Minnesota;

County Pledged Tax Abatements mean 100% of the County Tax Abatements in tax-payable years 2025 through 2045 (commencing August 1, 2025 and ending no later than February 1, 2045);

County Tax Abatements mean a portion of the County's share of annual real estate taxes received by the County with respect to the Development Property in an amount calculated in each tax-payable year as follows: the County tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Development Property as improved by the Project, as of January 2 in the prior year, less $111,336 (i.e. the Net Tax Capacity of the Development Property, as established by the County assessor on January 2, 2021 for taxes payable in 2022) and excluding the portion of the Net Tax Capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, then abated in accordance with the County Tax Abatement Program;

County Tax Abatement Note means the Taxable Abatement Revenue Note (YCENA Project), substantially in the form set forth in **Exhibit B** attached hereto, to be issued by the County to the Developer;

County Tax Abatement Program means the terms set forth in the abatement resolution adopted by the County on February 14, 2023;

Developer means Yanmar Compact Equipment North America, Inc., a Delaware corporation, its successors and assigns;

Development Property means the real property located at 840 Lily Lane in the City identified as Parcel Identification Numbers 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325 and 91-566-0330, Itasca County, Minnesota;

Eligible Costs mean construction costs incurred in connection with the Project;

Event of Default means any of the events described in Section 4.1;

IRRR means the Minnesota Department of Iron Range Resources and Rehabilitation;

IRRR Grant means the grant described in Section 3.16 hereof;

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, subdivision 21b, as it may be amended from time to time;

Project means the acquisition, improvement, construction and equipping of an approximately 32,000 square foot expansion to a compact equipment production facility to be used for manufacturing including a new paint system to be owned by the Developer and located on the Development Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Notes means the City Tax Abatement Note and the County Tax Abatement Note;

Termination Date means the earliest of (i) February 1, 2045; (ii) any earlier date this Agreement is cancelled in accordance with the terms hereof; or (iii) the date the principal of the Tax Abatement Notes is paid or deemed paid in full in accordance with the terms hereof;

Total Development Costs mean all Construction Costs and any other costs of the development of the Project to be incurred by the Developer as set forth in **Exhibit D** attached hereto; and

Unavoidable Delays mean delays, outside the control of the Developer, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the County, with respect to their respective obligations only) which directly result in delays, acts of the public enemy or acts of terrorism, events or acts of governmental authorities or third parties in connection with a declared state of Minnesota or national emergency or pandemic (such as an Executive Order from the Governor) which directly result in delays, including, without limitation a mandatory quarantine or shelter in place of equivalent order, and discovery of

unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) The City proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer for certain Eligible Costs incurred in connection with the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the City Tax Abatement Program.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the County. The County makes the following representations and warranties:

(1) The County is a body corporate and politic and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The County Tax Abatement Program was adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) The County proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer for certain Eligible Costs incurred in connection with the Project as further provided in this Agreement.

(4) The County has made the findings required by the Tax Abatement Act for the County Tax Abatement Program.

(5) The County makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.3 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of its articles, bylaws or any local, state or federal laws.

(2) The Developer is a corporation validly existing under the laws of the State of Delaware and authorized to do business in the State.

(3) The Developer has, or will acquire, fee title to the Development Property.

(4) If and when constructed, the Developer will cause the Project to be constructed in accordance with this Agreement and all City, County, State and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations including the Americans with Disabilities Act).

(5) Before the Project may be constructed, the Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable City, County, State, and federal laws and regulations.

(6) The Project would not be undertaken by or on behalf of the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(7) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(8) The Developer will cooperate fully with the City and the County with respect to any litigation commenced with respect to the Project.

(9) To the knowledge of the undersigned, no Councilmember or officer of the City, nor any Commissioner or officer of the County will benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

(10) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has not represented that development of the Development Property will be favored over the development of other properties.

(11) The Developer understands that the County may subsidize or encourage the development of other developments in the County, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the

terms of this Agreement, and that the County has not represented that development of the Development Property will be favored over the development of other properties.

ARTICLE III

UNDERTAKINGS BY DEVELOPER, CITY AND COUNTY

Section 3.1 City Abatement Assistance.

(1) *Generally*. The City shall reimburse the Developer for Eligible Costs actually incurred and paid in connection with the Project in an amount not to exceed $234,000 (the "City Reimbursement Amount") by issuing the City Tax Abatement Note to the Developer in a principal amount equal to the City Reimbursement Amount, in substantially the form set forth in **Exhibit A** attached hereto, only when: (A) the City has issued the Certificate of Completion in accordance with Section 3.6 hereof, (B) the Developer has submitted to the City paid invoices for Eligible Costs of the Project and (C) the Developer has paid all of the City's Administrative Costs required to have been paid as of such date in accordance with Section 3.15 hereof (collectively, the "Issue Date"). The invoices submitted pursuant to clause (B) hereof shall evidence different Eligible Costs than those invoices submitted pursuant to Section 3.2(1)(B). The City Tax Abatement Note shall be secured solely by City Pledged Tax Abatements. The City Tax Abatement Note shall bear interest at a rate of 4.75% per annum.

(2) *Payment Dates*. The City will pay the City Pledged Tax Abatements to the Developer on each August 1 and February 1 (each a "Payment Date"), provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on the later of August 1, 2025 or the first February 1 or August 1 after the Issue Date, through and including the Termination Date.

(3) *City Pledged Tax Abatements, Semi-Annual Amount.* City Pledged Tax Abatements will be paid in semi-annual installments equal to the City Pledged Tax Abatements actually received by the City in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of City Pledged Tax Abatements under this paragraph in each year may not exceed the City Statutory Cap described in paragraph (5) of this Section and total payments of principal and interest under the City Tax Abatement Note over its term shall not exceed $360,683 which is the maximum amount of City Tax Abatements set forth in the City Tax Abatement Program. Payments on each Payment Date shall be subject to the qualification described in Section 3.13 in the case of a pending Tax Appeal (as defined in Section 3.13).

(4) *Qualifications*. The Developer acknowledges that:

(a) it has not relied on any representations of the City, or any of its officers, agents, or employees, and has not relied on any opinion of any attorney of the City, as to the Federal or State income tax consequences relating to the payment of City Tax Abatements under this Section.

(b) the City shall in no event be obligated to make any City Tax Abatement payment under this Section to the Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Development Property as of the applicable

Payment Date have been paid in full and (ii) the City has received from the County or any other source as provided by law an ad valorem property tax distribution that includes all or any portion of the City Pledged Tax Abatements.

(c) all estimates of City Tax Abatements that have been prepared by or on behalf of the City have been done for the City's use only and neither the City nor its consultants shall have liability to the Developer if the actual City Tax Abatements are less than the amounts estimated.

(5) *City Statutory Cap.* The Developer further acknowledges that the total City Pledged Tax Abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of August 1 and the following February 1) may not exceed the greater of $200,000 or 10% of the City's Net Tax Capacity for that tax-payable year (the "City Statutory Cap"), all pursuant to Section 469.1813, Subdivision 8 of the Abatement Act. The City has previously utilized abatements under the Abatement Act for other projects in the City. The City reasonably expects that the City Statutory Cap will not cause the City Pledged Tax Abatements under this Agreement to be reduced; however, the Developer acknowledges that, during the term of the tax abatement under this Section, if the total abatements payable by the City under the Tax Abatement Act in any year would exceed the City Statutory Cap, the City Statutory Cap is allocated first to the City's existing abatement obligations, second to the City Pledged Tax Abatements payable under this Agreement, and third to any other tax abatements granted after the date of this Agreement.

Section 3.2 County Abatement Assistance.

(1) *Generally.* The County shall reimburse the Developer for Eligible Costs actually incurred and paid in connection with the Project in an amount not to exceed $196,566 (the "County Reimbursement Amount") by issuing the County Tax Abatement Note to the Developer in a principal amount equal to the County Reimbursement Amount, in substantially the form set forth in **Exhibit B** attached hereto, only when: (A) the City has issued the Certificate of Completion in accordance with Section 3.6 hereof, (B) the Developer has submitted to the County paid invoices for all Eligible Costs of the Project (including the Eligible Costs discussed in Section 3.1(1)(B)), and (C) the Developer has paid all of the County's Administrative Costs required to have been paid as of such date in accordance with Section 3.15 hereof (collectively, the "County Issue Date"). The invoices submitted pursuant to clause (B) hereof shall evidence different Eligible Costs than those invoices submitted pursuant to Section 3.1(1)(B). The County Tax Abatement Note shall be secured solely by County Pledged Tax Abatements. The County Tax Abatement Note shall bear interest at a rate of 4.75% per annum.

(2) *Payment Dates.* The County will pay the County Pledged Tax Abatements to the Developer on each Payment Date, provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on the later of August 1, 2025 or the first February 1 or August 1 after the County Issue Date, through and including the Termination Date.

(3) *County Pledged Tax Abatements, Semi-Annual Amount.* County Pledged Tax Abatements will be paid in semi-annual installments equal to the County Pledged Tax Abatements actually received by the County in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of County Pledged Tax Abatements under this paragraph in each year may not exceed the County Statutory Cap described in paragraph (5) of this Section, and total payments of principal and interest under the County Tax Abatement Note over its term shall not exceed $329,033 which is the maximum amount of County Tax Abatements set forth in the County Tax Abatement Program. Payments on each Payment Date shall be subject to the qualification described in Section 3.13 in the case of a pending Tax Appeal.

(4) *Qualifications.* The Developer acknowledges that:

(a) it has not relied on any representations of the County, or any of its officers, agents, or employees, and has not relied on any opinion of any attorney of the County, as to the Federal or State income tax consequences relating to the payment of County Tax Abatements under this Section.

(b) the County shall in no event be obligated to make any County Tax Abatement payment under this Section to the Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Development Property as of the applicable Payment Date have been paid in full and (ii) the County has received from any source as provided by law an ad valorem property tax distribution that includes all or any portion of the County Pledged Tax Abatements.

(c) all estimates of County Tax Abatements that have been prepared by or on behalf of the County have been done for the County's use only and neither the County nor its consultants shall have liability to the Developer if the actual County Tax Abatements are less than the amounts estimated.

(5) *County Statutory Cap.* The Developer further acknowledges that the total County Pledged Tax Abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of August 1 and the following February 1) may not exceed the greater of $200,000 or 10% of the County's Net Tax Capacity for that tax-payable year (the "County Statutory Cap"), all pursuant to Section 469.1813, Subdivision 8 of the Abatement Act. The County has previously utilized abatements under the Abatement Act for other projects in the County. The County reasonably expects that the County Statutory Cap will not cause the County Pledged Tax Abatements under this Agreement to be reduced; however, the Developer acknowledges that, during the term of the tax abatement under this Section, if the total abatements payable by the County under the Tax Abatement Act in any year would exceed the County Statutory Cap, the County Statutory Cap is allocated first to the County's existing abatement obligations, second to the County Pledged Tax Abatements payable under this Agreement, and third to any other tax abatements granted after the date of this Agreement.

Section 3.3 Development of the Project.

(1) The costs of the Project shall be paid by the Developer and none of such costs shall be paid by the City or the County except as reimbursed as specifically provided in this Agreement.

(2) The Developer will construct the Project or cause the Project to be constructed in accordance with the Construction Plans approved by the City and the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(4) Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or procedures under its zoning laws or construction permit processes and policies.

(5) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(6) The Developer will cooperate fully with the City and the County in resolving, in accordance with any Applicable Regulations, any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(8) The Developer at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in commercially reasonable good repair and condition.

(9) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request the City and the County, furnish the City and the County with proof of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the Project.

Section 3.4 Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project by July 1, 2023 and be substantially completed by July 1, 2024.

Section 3.5 Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer will deliver to the City the Construction Plans. The City shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction

Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City will approve the Construction Plans only if the Construction Plans (i) substantially conform to the terms and conditions of this Agreement; (ii) are consistent with the goals and objectives of the City Tax Abatement Program; (iii) comply with the site plan, including without limitation using consistent construction materials and architectural style; and (iv) do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the City, then the Developer shall make such changes as the City may reasonably require and resubmit the Construction Plans to the City , as applicable, for approval.

(2) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City does not constitute a representation or warranty by the City that the Construction Plans or the Project comply with any Applicable Regulations, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City department.

(3) The Project will be constructed by the Developer on the Development Property in conformity with this Agreement and the Construction Plans approved by the City. No changes shall be made to the Construction Plans for the Project without the City's prior written approval unless the aggregate of such changes does not increase or decrease the Total Development Costs of the Project by more than 5%. Prior to completion, upon the request of the City or the County, and subject to applicable safety rules, the Developer will provide the City and the County reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction of the Project, the Developer will deliver progress reports to the City and the County from time to time as mutually agreed upon by the City or the County and the Developer.

Section 3.6 Certificate of Completion. The Developer shall notify the City when construction of the Project has been substantially completed. The City shall within 15 Business Days thereafter inspect the Project in order to determine whether the Project has been constructed in substantial conformity with this Agreement and the approved Construction Plans. If the City determine that the Project has not been constructed in substantial conformity with this Agreement and the approved Construction Plans, the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Project has been constructed in substantial conformity with this Agreement and the approved Construction Plans, the City will furnish to the Developer a Certificate of Completion in the form set forth in **Exhibit C** attached hereto certifying the completion of the Project. The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Project and any provisions under this Agreement which state that they

terminate upon the delivery of the Certificate of Completion. The Developer may cause the Certificate of Completion to be recorded in the proper office for recordation of deeds and other instruments pertaining to the Development Property.

Section 3.7 Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City and the County make no warranties or representations regarding, nor do they indemnify the Developer with respect to, the existence or nonexistence on, anywhere within or in the vicinity of the Development Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances").

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

(4) The Developer waives any claims against the City and the County, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property.

Section 3.8 Limitations on Undertaking of the City and the County. Notwithstanding the provisions of Sections 3.1 and 3.2, neither the City nor the County shall have any obligation to the Developer under this Agreement to reimburse the Developer for the Eligible Costs of the construction of the Project, if either the City or the County, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.9 No Change in Use of Project. During the term of this Agreement, the Developer shall continue to operate the Project as a manufacturing facility. A failure to comply with this Section shall be an Event of Default in accordance with Section 4.1 hereof.

Section 3.10 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project or cause the Project to be repaired or rebuilt.

Section 3.11 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date the Developer shall not transfer this Agreement, the Tax Abatement Notes, or the Development Property or the Project or any part thereof or any interest therein, except to an Affiliate with written notice to the City and the County

and without the prior written approval of both the City and the County, which approval shall not be unreasonably withheld, conditioned or delayed. The City and the County shall both be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City and the County, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and the County shall, for itself and its successors and assigns, and expressly for the benefit of the City and the County, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City and the County for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

(4) Any proposed transferee of the City Tax Abatement Note shall execute and deliver to the City an acknowledgment regarding the limitations of the City Tax Abatement Note in a form satisfactory to the City.

(5) Any proposed transferee of the County Tax Abatement Note shall execute and deliver to the County an acknowledgment regarding the limitations of the County Tax Abatement Note in a form satisfactory to the County.

(6) There shall be submitted to the City and the County for review all instruments and other legal documents involved in effecting transfer, and if approved by the City and the County, its approval shall be indicated to the Developer in writing.

(7) The Developer shall have paid all reasonable legal fees and expenses of the City and the County, including fees of the City Attorney's office, the County Attorney's office and outside counsel retained by the City and the County to review the documents submitted to the City and the County in connection with any transfer.

If the City or the County reject the request for approval of an assignment as inadequate, it will do so in writing specifying the basis for the rejection.

In the event the foregoing conditions are satisfied, then the Developer will be released from its obligations under this Agreement.

Section 3.12 Right to Collect Delinquent Taxes. The Developer acknowledges that the City and County are providing substantial aid and assistance in furtherance of the Project through issuance of the Tax Abatement Notes. The Developer understands that the City Pledged Tax Abatements and the County Pledged Tax Abatements are derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all

real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City and the County to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the City and the County shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 3.13 Real Property Taxes. The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law. The Developer shall, so long as this Agreement remains in effect, pay or cause to be paid all real property taxes with respect to all parts of the Development Property acquired, owned or leased by it or which are payable pursuant to any statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Development Property (or part thereof).

The Developer further acknowledges that failure of the Developer to commence and complete the Project as set forth in Section 3.4 hereof could reduce the City Pledged Tax Abatements below the City Reimbursement Amount and the County Pledged Tax Abatements below the County Reimbursement Amount. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) The Developer will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) The Developer will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) The Developer shall notify the City and the County within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City and the County will withhold their respective Pledged Tax Abatements. The City and the County will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of

the respective Pledged Tax Abatements, as applicable, attributable to the disputed tax payments is finalized.

Section 3.14 Encumbrance of the Development Property. Until the issuance of a Certificate of Completion, without the prior written consent of the City and the County, which will not be unreasonably withheld or delayed, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition, renovation, construction and operation of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of renovating the Project, and an allowance for contingencies) including without limitation land use restriction agreements in connection with such financings.

Section 3.15 Developer to Pay City and County Fees and Expenses. The Developer will pay all the City's and County's Administrative Costs. For the purposes of this Agreement, the term "Administrative Costs" means reasonable out of pocket costs incurred by the City and the County together with staff and consultant (including legal, financial adviser, etc.) costs of the City and the County, all attributable to or incurred in connection with establishing the County Tax Abatement Program and the City Tax Abatement Program and review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and review and approvals of other documents and agreements in connection with the Project and any amendments thereto.

The City acknowledges that the Developer has previously deposited with the City $5,000 for the payment of Administrative Costs. If Administrative Costs exceed either amount, then the Developer shall deposit additional funds as requested by the City and the County to cover ongoing Administrative Costs. The Developer agrees to pay all reasonable Administrative Costs within 15 days of the City's or the County's written request, supported by suitable billings, receipts or other evidence of the amount and nature of Administrative Costs incurred. Upon termination of this Agreement in accordance with its terms, the Developer remains obligated under this Section for Administrative Costs incurred through the Termination Date. Any funds deposited with the City or the County by the Developer and not expended by the City or the County for Administrative Costs on or before the date of issuance of the City Tax Abatement Note or the County Tax Abatement Note will be returned to the Developer without interest.

In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as provided in accordance with the City's or the County's planning, zoning, and building fee schedules. The Developer shall pay all other normal and customary City and County fees and expenses, unless otherwise specified in this Agreement, for the approval and construction of the Project.

Section 3.16 IRRR Grant Disbursement.

(1) To finance a portion of the costs (the "Grant-Eligible Costs") of site infrastructure and certain other improvements (the "Grant-Eligible Activities") as described in the State of Minnesota Grant Contract Agreement, dated April 19, 2022, between the City and the State of Minnesota acting through the Commissioner of the IRRR ("Grant Agreement"), the City has applied for and received a grant from the IRRR in the maximum amount of $350,000 (the "IRRR Grant").

(2) The City will pay or reimburse the Developer for Grant-Eligible Costs from and to the extent of proceeds of the IRRR Grant, in accordance with the terms of the approved and executed Grant Agreement and the terms of this Section. **Notwithstanding anything to the contrary herein, if Grant-Eligible Costs exceed the amount to be reimbursed under this Section, such excess shall be the sole responsibility of the Developer (except to the extent reimbursable from the City Tax Abatement Note).**

(3) The Developer will be the general contractor for the Grant-Eligible Activities on the Development Property. When selecting a contractor to perform the Grant-Eligible Activities, the Developer shall comply with all requirements of Minnesota Statutes, Section 471.345 (the "Public Bidding Act") and Section 4.3 of the Grant Agreement, as directed by the City. The Developer's compliance with the Public Bidding Act shall be determined by the City in its sole discretion. The Developer shall comply in all respects with the requirements of the Grant Agreement as if it were the "Grantee" thereunder.

(4) All disbursements from the proceeds of the IRRR Grant will be made by the City to the Developer subject to the following conditions precedent that on the date of such disbursement:

(a) The City has received a written statement from the Developer's authorized representative certifying with respect to each payment: (a) that none of the items for which the payment is proposed to be made has formed the basis for any payment previously made under this Section or under Sections 3.1 or 3.2 (or before the date of this Agreement); (b) that each item for which the payment is proposed is a Grant-Eligible Cost; and (c) that the Developer reasonably anticipates completion of the Grant-Eligible Activities in accordance with the terms of this Agreement and the Grant Agreement.

(b) No Event of Default under this Agreement or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

(c) No license or permit necessary for undertaking the Grant-Eligible Activities shall have been revoked or the issuance thereof subjected to challenge before any court or other governmental authority having or asserting jurisdiction thereover.

(d) Developer has submitted, and the City has approved, Construction Plans for the Project in accordance with Section 3.5 hereof.

(e) Developer has submitted paid invoices or other comparable evidence satisfactory to the City to demonstrate that the Grant-Eligible Cost has been incurred and paid or is payable by the Developer.

(f) All requirements of the Grant Agreement that are to be performed or complied with by the Developer prior to the date of such disbursement have been met.

(5) Whenever the Developer desires a disbursement to be made hereunder, which shall be no more often than monthly, the Developer shall submit to the City a draw request in the form approved by the IRRR to the City accompanied by paid invoices or other comparable evidence that the cost has been incurred and paid or is payable by Developer. Each draw request shall constitute a representation and warranty by the Developer that all representations and warranties set forth in this Agreement are true and correct as of the date of such draw request. After submission of the draw request, if the Developer has performed all of its agreements and complied with all requirements to be performed or complied with under the Grant Agreement and hereunder, including satisfaction of all applicable conditions precedent contained in Article III hereof, the City shall submit such request to the IRRR and make a disbursement to the Developer in the amount of the requested disbursement or such lesser amount as shall be approved, within thirty (30) Business Days after the date of the City's receipt of the draw request, or, if later, upon receipt of grant proceeds from the IRRR. Each disbursement shall be paid solely from the proceeds of the IRRR Grant, subject to the City's and the IRRR's determination that the relevant Grant-Eligible Cost is payable from the IRRR Grant under the Grant Agreement. The City has no obligation to provide proceeds of the IRRR Grant unless and until such funds are disbursed by the IRRR.

(6) The making of the final disbursement by the City under this Section shall be subject to the condition precedent that the Developer shall be in compliance with all conditions set forth in this Section and further, that the City shall have received a lien waiver from each contractor for all work done and for all materials furnished by it for the Grant-Eligible Costs.

(7) The City may, in its sole discretion, without notice to or consent from any other party, waive any or all conditions for disbursement set forth in this section. However, the making of any disbursement prior to fulfillment of any condition therefor shall not be construed as a waiver of such condition, and the City shall have the right to require fulfillment of any and all such conditions prior to authorizing any subsequent disbursement.

Section 3.17 Business Subsidy Act. The provisions of this Section constitute the business subsidy agreement for the purposes of the Business Subsidy Act.

(1) *General Terms.* The parties agree and represent to each other as follows:

(a) The subsidy provided to the Developer consists of the Tax Abatement Notes and the IRRR Grant, representing a total subsidy of $710,683 from the City and $329,033 from the County.

(b) The public purposes of the subsidy are to facilitate industrial development in the City and the County, help an existing company expand in the City, increase net jobs in the

City, the County and the State (including construction jobs), and increase and maintain the tax base of the City, the County and the State.

(c) The goals for the subsidy are to secure development of the Project on the Development Property, to maintain such improvements as a manufacturing facility for the time period described in clause (f) below and to create the jobs and wage levels in accordance with Section 3.17(2) hereof.

(d) If the goals described in clause (c) are not met, the Developer must make the payments to the City and the County described in Section 3.17(3).

(e) The subsidy is needed to mitigate the cost of site and building improvements to complete the Project on the Development Property.

(f) The Developer must continue operation of the Project as a "Qualified Facility" for at least 5 years after the Benefit Date. The term Qualified Facility means a manufacturing facility. The Project will be a Qualified Facility as long as it is operated by Developer for the aforementioned qualified uses. During any period when the Project is vacant and not operated for the aforementioned qualified uses, the Project will not constitute a Qualified Facility.

(g) The Developer's parent corporation is Yanmar America Corporation.

(h) In addition to the Tax Abatement Notes and the IRRR Grant, the Developer has received a grant from the Minnesota Investment Fund Program administered by the State of Minnesota Department of Employment and Economic Development and to be loaned to the Developer by the Grand Rapids Economic Development Authority in the amount of $450,000 (the "MIF Grant") and financing from the IRRR in the amount of $1,000,000 (the "IRRR Direct Grant") in connection with developing the Project on the Development Property. Other than the City Tax Abatement Note, the County Tax Abatement Note, the MIF Grant, the IRRR Grant and the IRRR Direct Grant, the Developer has not received, and does not expect to receive, financial assistance from any other "grantor" as defined in the Business Subsidy Act, in connection with the Project.

(2) *Job and Wage Goals.* By the Compliance Date, which is the date two (2) years after the Benefit Date, the Developer shall (i) create at least 115 full-time equivalent jobs at the Project, and (ii) cause the average hourly wage of the 115 created jobs to be at least $37.18 per hour, exclusive of benefits. Notwithstanding anything to the contrary herein, if the wage and job goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied as of the date such wage and job goals are met, despite the Developer's continuing obligations under Sections 3.17(1)(f) and 3.17(4). The City and County may, after a public hearing, extend the Compliance Date by up to one year, provided that nothing in this section will be construed to limit the City's or the County's legislative discretion regarding this matter.

(3) *Remedies.* If the Developer fails to meet the goals described in Section 3.17(1)(c), the Developer shall repay to the City and the County, respectively, upon written demand from the City

or the County a "pro rata share" of the amounts paid by the City or the County to the Developer under the City Tax Abatement Note, the IRRR Grant and the County Tax Abatement Note, as applicable. The term "pro rata share" means percentages calculated as follows:

(a) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(b) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(c) if the failure relates to maintenance of the Project as a Qualified Facility in accordance with Section 3.17(1)(f), 60 less the number of months of operation as a Qualified Project (where any month in which the Qualified Facility is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Qualified Facility ceases operation as determined by the City and the County, divided by 60; and

(d) if more than one of clauses (a) through (c) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the City's and the County's remedies under Section 4.2 hereof. In addition to the remedy described in this Section and any other remedy available to the City and the County for the Developer's failure to meet the goals stated in Section 3.17(1)(c), the Developer agrees and understands that it may not receive a business subsidy from the City, the County or any grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(4) *Reports.* The Developer must submit to the City and the County a written report regarding the business subsidy goals detailed in this Section 3.17 and results by no later than February 1 of each year commencing February 1, 2024 and continuing until the later of (a) the date the goals stated Section 3.17(1)(c) are met; (b) 30 days after expiration of the period described in Section 3.17(1)(f); or (c) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.17(3). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City and the County will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City and the County will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City and/or the County, as applicable, a penalty of $100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is $1,000.

Section 3.18 Records. The City and the County, through any authorized representatives, shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of Developer relating to the Project. Such records shall be kept and maintained by Developer through the Termination Date.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay or cause to be paid any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project or the Development Property.

(2) Failure by the Developer to construct or cause the Project to be constructed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City and/or the County, as specified, may take any one or more of the following actions after the giving of 30 days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days or a reasonable period of time, not exceeding 90 days, if the Event of Default cannot be reasonably cured within such 30-day period and Developer has commenced and is diligently pursing a cure of the default:

(1) The City may suspend its performance under this Agreement and the City Tax Abatement Note, without interest, until the default is cured or, in the discretion of the City, if it

receives assurances from the Developer, deemed adequate by the City in its sole discretion, that the Developer will cure its default and continue its performance under this Agreement.

(2) The County may suspend its performance under this Agreement and the County Tax Abatement Note, without interest, until the default is cured or, in the discretion of the City, if it receives assurances from the Developer, deemed adequate by the County in its sole discretion, that the Developer will cure its default and continue its performance under this Agreement.

(3) The City may terminate the City Tax Abatement Program and cancel and rescind this Agreement and the City Tax Abatement Note.

(4) The County may terminate the County Tax Abatement Program and cancel and rescind this Agreement and the County Tax Abatement Note.

(5) The City and the County may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City and the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. If the Developer shall default under any of the provisions of this Agreement, and the City or the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will on demand therefor reimburse the City and the County for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer releases from and covenants and agrees that the City and the County, and their governing bodies' members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or

death of any person occurring at or about or resulting from any defect in the Project, except to the extent caused by any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City or the County in this Agreement.

(3) All covenants, stipulations, promises, agreements and obligations of the City and the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the County and not of any governing body member, officer, agent, servant or employee of the City or the County. The City, the County and their governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be related the Project due to any act of negligence of any person.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Insurance.

(1) The Developer will provide and maintain at all times during the process of constructing the Project an All-Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City or the County, furnish the City or the County with proof of payment of premiums on policies covering the following:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the aggregate principal amount of the Tax Abatement Notes, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interests of the City and the County shall be protected in accordance with a clause in form and content satisfactory to the City and the County;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City and the County shall be listed as additional insured parties on the policy; and

(c) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(2) Upon completion of construction of the Project and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City or the County shall furnish proof of the payment of premiums on, insurance as follows:

(a) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(b) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $1,000,000, and shall be endorsed to show the City and the County as additional insured parties.

(c) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure;

provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(3) All insurance required in this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City and the County, policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer, the City and the County at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City and the County a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(4) The Developer agrees to notify the City and County immediately in the case of damage exceeding $100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Project regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

A failure to promptly repair, reconstruct and restore the Project as required by this Section 5.1(4) will be considered an Event of Default under this Agreement and the City and/or the County may suspend payments on the City Tax Abatement Note or the County Tax Abatement Note, as applicable, or exercise any other remedies provided in Section 4.2 hereof.

(5) All of the insurance provisions set forth in this Section shall terminate upon the termination of this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City or the County shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the County shall be personally liable to the City or the County

in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

Yanmar Compact Equipment North America, Inc.
840 Lily Lane
Grand Rapids, MN 55744
Attention: Melisa How, CFO

(2) in the case of the City is addressed to or delivered personally to the City at:

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744
Attn: City Administrator

(3) in the case of the County is addressed to or delivered personally to the County at:

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

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Duration. This Agreement shall terminate on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof

Section 5.9 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property

Section 5.10 Recording. The City may record this Agreement and any amendments thereto with the County recorder. The Developer shall pay all costs for recording.

Section 5.11 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City and the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the County and not of any governing body member, officer, agent, servant or employee of the City or the County.

Section 5.12 Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, the County has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

DEVELOPER:

YANMAR COMPACT EQUIPMENT
NORTH AMERICA, INC.

By_____
Name:_____
Its_____

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of Yanmar Compact Equipment North America, Inc., a Delaware corporation, on behalf of the corporation.

_____
Notary Public

This is a signature page to the Tax Abatement Agreement by and among the City of Grand Rapids, Minnesota, Itasca County, Minnesota and Yanmar Compact Equipment North America, Inc.

CITY OF GRAND RAPIDS, MINNESOTA

By_____
Its Mayor

By_____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ and _____, the Mayor and City Administrator of the City of Grand Rapids, Minnesota, on behalf of the City.

_____
Notary Public

This is a signature page to the Tax Abatement Agreement by and among the City of Grand Rapids, Minnesota, Itasca County, Minnesota and Yanmar Compact Equipment North America, Inc.

ITASCA COUNTY, MINNESOTA

By_____
Its Chair

By_____
Its County Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Burl Ives, the Board Chair of Itasca County, Minnesota, on behalf of the County.

_____
Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Brett Skyles, the County Administrator of Itasca County, Minnesota, on behalf of the County.

_____
Notary Public

This is a signature page to the Tax Abatement Agreement by and among the City of Grand Rapids, Minnesota, Itasca County, Minnesota and Yanmar Compact Equipment North America, Inc.

EXHIBIT A

FORM OF CITY TAX ABATEMENT NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

No. R-1 **[$234,000]**

TAXABLE ABATEMENT REVENUE NOTE
(YCENA PROJECT)

Interest Rate:	Date of Original Issue
4.75%	_____

The City of Grand Rapids, Minnesota (the "Issuer"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Yanmar Compact Equipment North America, Inc., or registered assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed [**$234,000**], together with interest at the rate of 4.75% per annum from the Date of Original Issue stated above. This Taxable Abatement Revenue Note (YCENA Project) (this "Note") is given in accordance with that certain Tax Abatement Agreement between the Issuer, Itasca County, Minnesota (the "County") and the Owner, dated as of _____, 2023 (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal and accrued interest on this Note (each a "Payment") shall be payable in semi-annual installments payable on each February 1 and August 1 (the "Payment Dates") provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2025 and ceasing the earliest of (i) February 1, 2045; or (ii) any earlier date the Agreement is cancelled in accordance with the terms thereof; or (iii) the date the principal of this Note is paid or deemed paid in full in accordance with the terms hereof, the "Final Maturity Date."

Each Payment shall be in an amount equal to the amount of City Pledged Tax Abatements actually received by the Issuer in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of City Tax Abatements under this paragraph in each year may not exceed the City Statutory Cap and the payment on each Payment Date shall be subject to the qualification described in Section 3.13 of the Agreement in the case of a pending

Tax Appeal. Payments are subject to prepayment at the option of the Issuer in whole or in part on any date after the Date of Original Issue stated above. All payments shall be applied first to accrued interest and second to principal. Notwithstanding anything herein to the contrary, total payments of principal and interest under the City Tax Abatement Note shall not exceed $360,683 which is the maximum amount of City Tax Abatements set forth in the City Tax Abatement Program.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from City Pledged Tax Abatements. The pledge of City Pledged Tax Abatements is subject to all the terms and conditions of the Agreement.

The Issuer shall have no obligation to make any Payment on any Payment Date if, as of such date there has occurred and is continuing any Event of Default on the part of the Owner as defined in the Agreement. If the Event of Default is thereafter cured in accordance with the Agreement, the City Pledged Tax Abatements as of such Payment Date shall be deferred, without interest, and paid on the next Payment Date after the Event of Default is cured. If an Event of Default is not timely cured and the Issuer elects to terminate its obligation under the Agreement, the Issuer shall have no further obligations to make Payments hereunder. If an Event of Default is not timely cured and the Issuer terminates its obligation under the Agreement, the Agreement and this Note shall be deemed terminated and the Issuer shall have no further obligations hereunder. Payments under this Note may also be suspended or reduced as otherwise provided in the Agreement, in which case the Owner shall deliver this Note in exchange for a new note in the adjusted principal amount upon the request of the Issuer.

This Note shall terminate and be of no further force and effect as of, and the Issuer shall have no obligation to pay any portion of the Payments that remains unpaid after, the Final Maturity Date. Any estimates of City Tax Abatements prepared by the Issuer or its municipal advisor in connection with the City Pledged Tax Abatements and the Agreement are for the benefit of the Issuer only and are not intended as representations on which the Developer may rely. THE ISSUER MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE CITY PLEDGED TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and pursuant to the resolution duly adopted by the City Council of the Issuer on February 13, 2023 (the "Resolution"), and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota. This Note is a limited obligation of the Issuer, payable solely from moneys pledged to the payment of this Note under the Resolution. This Note shall not be deemed to constitute a general obligation of the State of Minnesota, or any political subdivision thereof, including, without limitation, the Issuer. Neither the State of Minnesota, nor any political subdivision thereof, including, without limitation, the Issuer, shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except from the revenues and receipts

pledged therefor, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

This Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the Issuer kept for that purpose at the principal office of the Registrar, by the Owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Issuer, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the Issuer with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same dates.

This Note shall not be transferred to any person or entity except in accordance with Section 3.11 of the Agreement and unless the Issuer has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the Issuer, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. Transfer of the ownership of this Note to a person other than one permitted by this paragraph without the written consent of the Issuer shall relieve the Issuer of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids, Minnesota has caused this Note to be executed by the manual signatures of the Mayor and City Administrator of the Issuer and has caused this Note to be dated as of the Date of Original Issue specified above.

CITY OF GRAND RAPIDS, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Administrator

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of City Administrator
	Yanmar Compact Equipment North America, Inc. Federal ID #82-1501649	
_____		_____

EXHIBIT B
FORM OF COUNTY TAX ABATEMENT NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA

No. R-1 **[$196,566]**

TAXABLE ABATEMENT REVENUE NOTE
(YCENA PROJECT)

Interest Rate:
4.75%

Date of
Original Issue
_____

Itasca County, Minnesota (the "Issuer"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Yanmar Compact Equipment North America, Inc., or registered assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed [**$196,566**], together with interest at the rate of 4.75% per annum from the Date of Original Issue stated above. This Taxable Abatement Revenue Note (YCENA Project) (this "Note") is given in accordance with that certain Tax Abatement Agreement between the City or Grand Rapids, Minnesota, the Issuer and the Owner, dated as of _____, 2023 (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal and accrued interest on this Note (each a "Payment") shall be payable in semi-annual installments payable on each February 1 and August 1 (the "Payment Dates") provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2025 and ceasing the earliest of (i) February 1, 2045; or (ii) any earlier date the Agreement is cancelled in accordance with the terms thereof; or (iii) the date the principal of this Note is paid or deemed paid in full in accordance with the terms hereof, the "Final Maturity Date."

Each Payment shall be in an amount equal to the amount of County Pledged Tax Abatements actually received by the Issuer in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of County Tax Abatements under this paragraph in each year may not exceed the County Statutory Cap and the payment on each Payment Date shall be subject to the qualification described in Section 3.13 of the Agreement in the case of a pending Tax Appeal. Payments are subject to prepayment at the option of the Issuer in whole or in part on any date after the Date of Original Issue stated above. All payments shall

be applied first to accrued interest and second to principal. Notwithstanding anything herein to the contrary, total payments of principal and interest under the County Tax Abatement Note shall not exceed $329,033 which is the maximum amount of County Tax Abatements set forth in the County Tax Abatement Program.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from County Pledged Tax Abatements. The pledge of County Pledged Tax Abatements is subject to all the terms and conditions of the Agreement.

The Issuer shall have no obligation to make any Payment on any Payment Date if, as of such date there has occurred and is continuing any Event of Default on the part of the Owner as defined in the Agreement. If the Event of Default is thereafter cured in accordance with the Agreement, the County Pledged Tax Abatements as of such Payment Date shall be deferred, without interest, and paid on the next Payment Date after the Event of Default is cured. If an Event of Default is not timely cured and the Issuer elects to terminate its obligation under the Agreement, the Issuer shall have no further obligations to make Payments hereunder. If an Event of Default is not timely cured and the Issuer terminates its obligation under the Agreement, the Agreement and this Note shall be deemed terminated and the Issuer shall have no further obligations hereunder. Payments under this Note may also be suspended or reduced as otherwise provided in the Agreement, in which case the Owner shall deliver this Note in exchange for a new note in the adjusted principal amount upon the request of the Issuer.

This Note shall terminate and be of no further force and effect as of, and the Issuer shall have no obligation to pay any portion of the Payments that remains unpaid after, the Final Maturity Date. Any estimates of County Tax Abatements prepared by the Issuer or its municipal advisor in connection with the County Pledged Tax Abatements and the Agreement are for the benefit of the Issuer only and are not intended as representations on which the Developer may rely. THE ISSUER MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE COUNTY PLEDGED TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and pursuant to the resolution duly adopted by the Board of Commissioners of the Issuer on February 14, 2023 (the "Resolution"), pursuant to and in full conformity with the Constitution and laws of the State of Minnesota. This Note is a limited obligation of the Issuer, payable solely from moneys pledged to the payment of this Note under the Resolution. This Note shall not be deemed to constitute a general obligation of the State of Minnesota, or any political subdivision thereof, including, without limitation, the Issuer. Neither the State of Minnesota, nor any political subdivision thereof, including, without limitation, the Issuer, shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except from the revenues and

receipts pledged therefor, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

This Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the Issuer kept for that purpose at the principal office of the Registrar, by the Owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Issuer, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the Issuer with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same dates.

This Note shall not be transferred to any person or entity except in accordance with Section 3.11 of the Agreement and unless the Issuer has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the Issuer, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. Transfer of the ownership of this Note to a person other than one permitted by this paragraph without the written consent of the Issuer shall relieve the Issuer of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the Board of Commissioners of Itasca County, Minnesota has caused this Note to be executed by the manual signatures of the Chair and County Administrator of the Issuer and has caused this Note to be dated as of the Date of Original Issue specified above.

ITASCA COUNTY, MINNESOTA

By: _____
Its: Chair

By: _____
Its: County Administrator

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the County Administrator in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of County Administrator
_____	Yanmar Compact Equipment North America, Inc. Federal ID #82-1501649	_____

EXHIBIT C

CERTIFICATES OF COMPLETION OF PROJECT

THIS CERTIFICATE made this ____ day of _____, 20___ from the City of Grand Rapids, Minnesota, a municipal corporation existing under the Constitution and laws of the State of Minnesota (the "City"), a body corporate and politic and political subdivision of the State of Minnesota (the "County"), for the benefit Yanmar Compact Equipment North America, Inc., a Delaware corporation (the "Developer").

WHEREAS, the City and Itasca County, Minnesota entered into a Tax Abatement Agreement (the "Agreement"), dated _____, 2023, with the Developer, which requires the Developer to acquire certain real property located at 840 Lily Lane in the City, identified as Parcel Identification Numbers 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325 and 91-566-0330, Itasca County, Minnesota (the "Development Property") and construct and equip thereon an approximately 32,000 square foot expansion to a compact equipment production facility to be used for manufacturing including a new paint system to be owned by the Developer (the "Project");

WHEREAS, the Developer has constructed the Project in a manner deemed sufficient by the City to permit the execution of this certification;

NOW THEREFORE, the City does hereby certify that the Developer has satisfactorily completed the Project in accordance with Sections 3.3 through 3.6 of the Agreement. The Developer is released and forever discharged from its obligations with respect to construction of the Project under Sections 3.3 through 3.6 of the Agreement. Any remaining obligations under the Agreement shall be solely contractual obligations of the Developer and parties to whom the Developer expressly assigns, and who expressly assume, the Developer's obligations under the Agreement.

The City and the County have, as of the date and year first above written, set their hand hereon.

CITY OF GRAND RAPIDS, MINNESOTA

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by _____ the City Administrator of the City of Grand Rapids, Minnesota, on behalf of the City.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
KENNEDY & GRAVEN, CHARTERED (GAF)

150 S 5th Street, Suite 700
Minneapolis, MN 55402

EXHIBIT D
PROJECT SOURCES AND USES

Expense Description	MN IRRR	MN DEED/GREDA	YCENA/Yanmar	City	Itasca County	Total
Site Work Construction	350,000		239,000			589,000
Building Construction			2,728,934	234,000	196,566	3,159,500
A&E			107,500			107,500
Building/Site Contingency			244,000			244,000
Equipment CAPEX		450,000	1,550,000			2,000,000
Paint System CAPEX	1,000,000		2,300,000			3,300,000
	$1,350,000	$450,000	$7,169,000	$234,000	$197,000	$9,400,000

December 2, 2022

Dear Itasca County Board:

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

Business History/Description

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

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

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

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

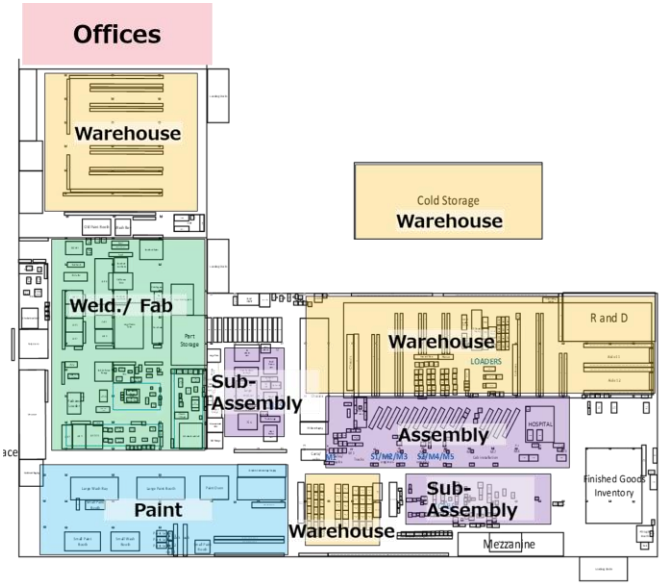
Brief Description of the Project

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

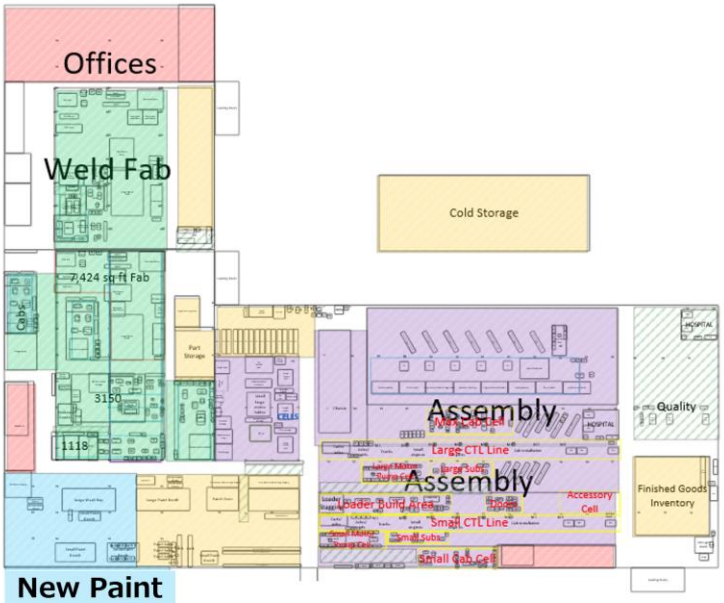
- Construction of a 32,000 square foot addition to house upgraded paint system
- Site improvements

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

Current facility layout:



New facility layout:



Sources and Uses:

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

Total # of retained and new jobs

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

New jobs average wages over first two years- $37.18/hour or $77,344.07
Net estimated payroll increase, including employer contribution to healthcare over 3 years (176 new positions): $10,868,838.

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

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

Legal Description/Property Identification Numbers

830 & 840 Lily Lane
Grand Rapids, MN 55744

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

Itasca County Impact

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

Closing

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

Respectfully submitted,

Melissa How

Melissa How
Chief Financial Officer
ASV Holdings, Inc.

Enclosure 1: Abatement 11.4.2022.pdf
Enclosure 2: ASV Expansion_ 91-027-2401.pdf

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

Dear Rob,

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

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

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

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

Feel free to contact me if you have any questions.

Best Regards,

Christa Jetland

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

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

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

Below is the list of new full-time positions to be created in the first three years.

The total projected job creation, over a five-to-six-year period, is 363. Of that total, 79 will be professional salaried positions (engineers, managers, HR, buyers, etc.). The remaining 284 of that total will be hourly production/operations positions.

ASV/Yanmar currently employs 43 welders and fabricators and also uses 3 robotic welders for large parts like the undercarriage of the track loaders. The chart below shows that they will add 22 welders and fabricators over the first three years, but according to their HR Director Jamie Janezich, their five year add will be 54. The addition of more robotic welders along with these positions will allow them to increase their output without having to outsource the welding of the large parts.

JOB CREATION FORM – List All Permanent Jobs to Be Created

POSITION TITLE List Permanent Full-Time (2,080 hours) Positions Only*	NUMBER OF POSITIONS	HOURLY CASH WAGE W/O BENEFITS	HOURLY VALUE OF BENEFITS**	TOTAL HOURLY COMPENSATION INCLUDING BENEFITS***
Assembler	81	$ 20.21	$ 7.68	$ 27.89
Welder	10	$ 21.37	$ 8.12	$ 29.49
Fabricator	12	$ 18.66	$ 7.09	$ 25.75
Warehouse Clerk	28	$ 19.13	$ 7.27	$ 26.40
Design Engineer	4	$ 32.38	$ 12.31	$ 44.69
Industrial Engineer	3	$ 31.25	$ 11.86	$ 43.11
Expediter/Buyer	2	$ 19.95	$ 7.58	$ 27.53
Accountant	2	$ 24.03	$ 9.13	$ 33.16
Industrial Painter	6	$ 21.57	$ 8.20	$ 29.77
Marketing Specialist	1	$ 26.44	$ 10.05	$ 36.49
Dealer Sales Administration	2	$ 21.63	$ 8.22	$ 29.85
Product Manager	1	$ 33.65	$ 12.79	$ 46.44
Service/Warranty Manager	1	$ 41.83	$ 15.90	$ 57.73
Demand Planner	1	$ 37.98	$ 14.44	$ 52.42
Technical Publisher	2	$ 25.96	$ 9.87	$ 35.83
Financial Analyst	2	$ 29.81	$ 11.33	$ 41.14
Quality Control	12	$ 21.48	$ 8.16	$ 29.64
Senior Buyer	2	$ 34.73	$ 13.19	$ 47.92
Electrical Engineer	2	$ 32.81	$ 12.47	$ 45.28
Industrial Technician	2	$ 24.03	$ 9.13	$ 33.16

Total Jobs to be Created: 176

Business Subsidy Comparison

Huber			ASV/Yanmar		
County Subsidy	Jobs	Subsidy/Job	County Subsidy	Jobs	Subsidy/Job
$8,000,000	158	$50,633	$196,566	176*	$1,117

* Counting only the first three years. If all 363 jobs, over the full span of the project are considered, the subsidy per job for ASV/Yanmar would be $543.

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

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2919

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Erika Herr

AGENDA ITEM:
Canisteo Pit Pumping Update

BOARD ACTION REQUESTED:
Receive update on the Canisteo Pit Pumping Project.

BACKGROUND:

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 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2920

DEPARTMENT: Administrative Services **TIME REQUESTED:** 20 Minutes
PRESENTER: Minnesota Power/Great River Energy

AGENDA ITEM:
Northland Reliability Project Presentation

BOARD ACTION REQUESTED:
Receive presentation regarding the Northland Reliability Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. NorthlandReliabilityProject_Handout_v11
2. NRP_RouteCorridor_CountyAerial_11x17P_Itasca

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Northland Reliability Project

Supporting a reliable, resilient and flexible energy grid

To maintain a continuous supply of safe and reliable electricity, Minnesota Power and Great River Energy are investing in transmission infrastructure to enhance the stability of the regional electric system and support a reliable, resilient and flexible electric grid as energy resources continue to evolve. The energy resources we use to serve our customers and members are changing, and the regional power grid we use to deliver that energy needs to change, too.

Project needs

The Northland Reliability Project will ensure the power grid in northern and central Minnesota continues to operate safely and reliably as energy resources in Minnesota and the regional power system continue to evolve. This project is also part of a large "Long Range Transmission Plan" portfolio approved by MISO, the region's grid operator, to support grid reliability across the Midwest region. As generation resources shift from fossil fuels to more renewables, the Northland Reliability Project is one part of the solution to:



Provide support to the energy grid as more renewable energy is brought online and coal operations cease at existing power plants



Improve ability to withstand more frequent extreme weather events



Increase capacity to safely and reliably deliver more clean energy from where it's produced to where it's consumed by utility customers and power cooperative members



Meet future energy needs by enabling transfer of many types of power generation to many locations to meet the long-term needs of our customers and members

About

The project consists of two major segments and some additional improvements:

- **Segment one:** Install approximately 130 miles of a new double-circuit 345-kilovolt (kV) transmission line, generally located near existing transmission line corridors
- **Segment two:** Replace approximately 20 miles of an existing 230-kV transmission line with a double-circuit 345-kV transmission line from the Benton County Substation to near the Big Oaks Substation (substation to be built as part of a separate project)
- **Additional project improvements:**
  - Expand the existing Iron Range Substation, located near Grand Rapids, and the Benton County Substation, located near St. Cloud
  - Install a new substation at or near the existing Riverton Substation and reconfiguring existing transmission lines in the Riverton area
  - Rebuild approximately 20 miles of existing single-circuit 345-kV line from the Benton County Substation to the Sherco Substation in Sherburne County

January 2023

Schedule

We'll undertake a robust stakeholder process as we prepare to apply for a Certificate of Need and Route Permit from the Minnesota Public Utilities Commission.

2022
Project planning and initial stakeholder engagement

2023
Routing, public engagement and permitting

2024 – 2026
Permitting, engineering, environmental surveys, real estate and public engagement

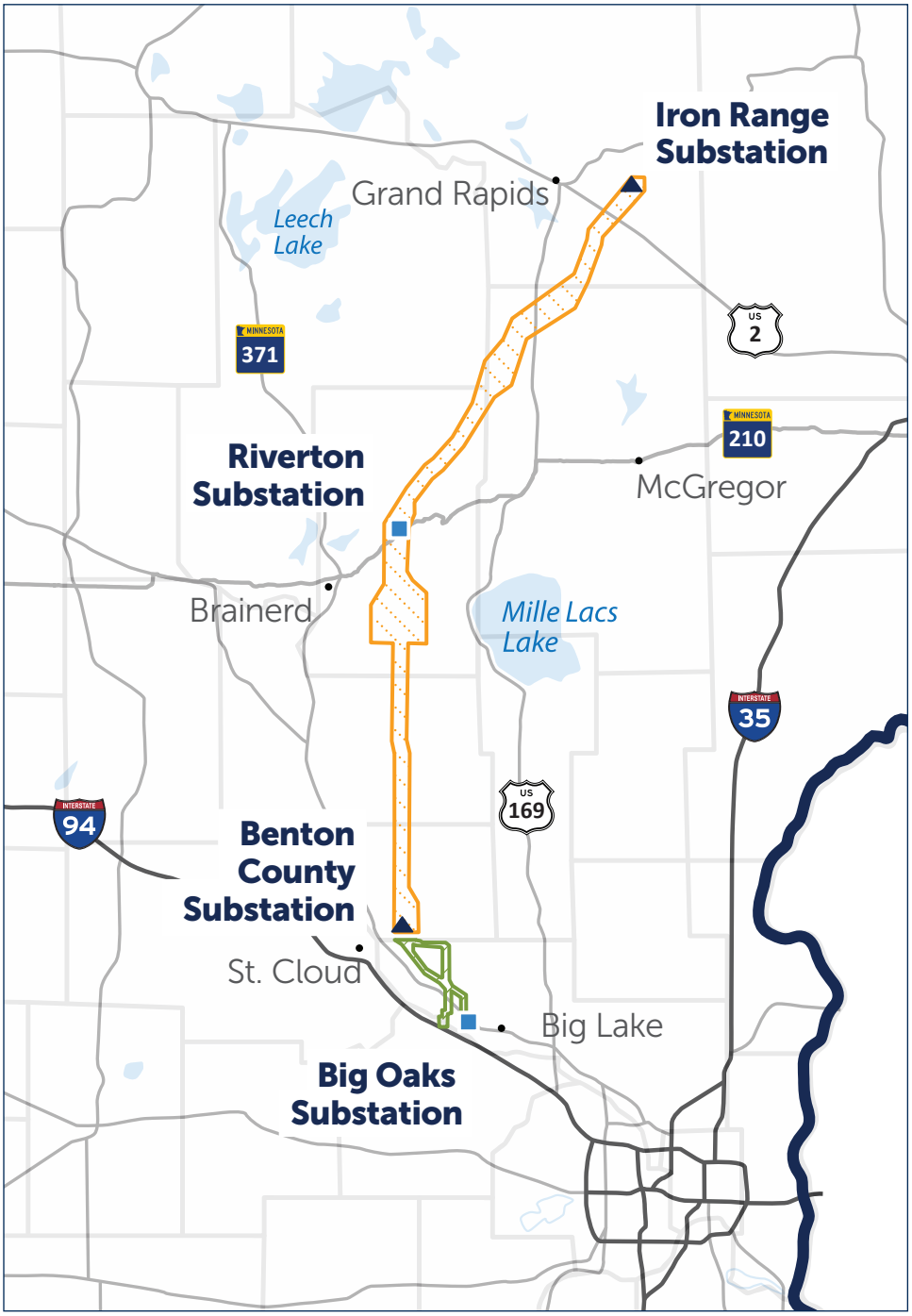
2027 – 2030
Construction

2030
Anticipated in-service

**The schedule is subject to change.*

Minnesota Power and Great River Energy have a successful history of joint development and ownership of projects that support the reliability of our electric grid to meet the needs of our communities.

Northland Reliability Project



Study area

We developed the study area based on where the new line will need to connect into existing infrastructure. We'll develop potential routes based on engineering, permitting, construction feasibility and public input.

Segment one

Install approximately 130 miles of a new double-circuit 345-kV transmission line, generally located near existing transmission line corridors.

Segment two

Replace approximately 20 miles of an existing 230-kV transmission line to a double-circuit 345-kV line from the Benton County Substation to the Big Oaks Substation (substation to be built as part of a separate project).

Legend

- Expand existing substations
- New substation
- Segment one
- Segment two

Connect with us

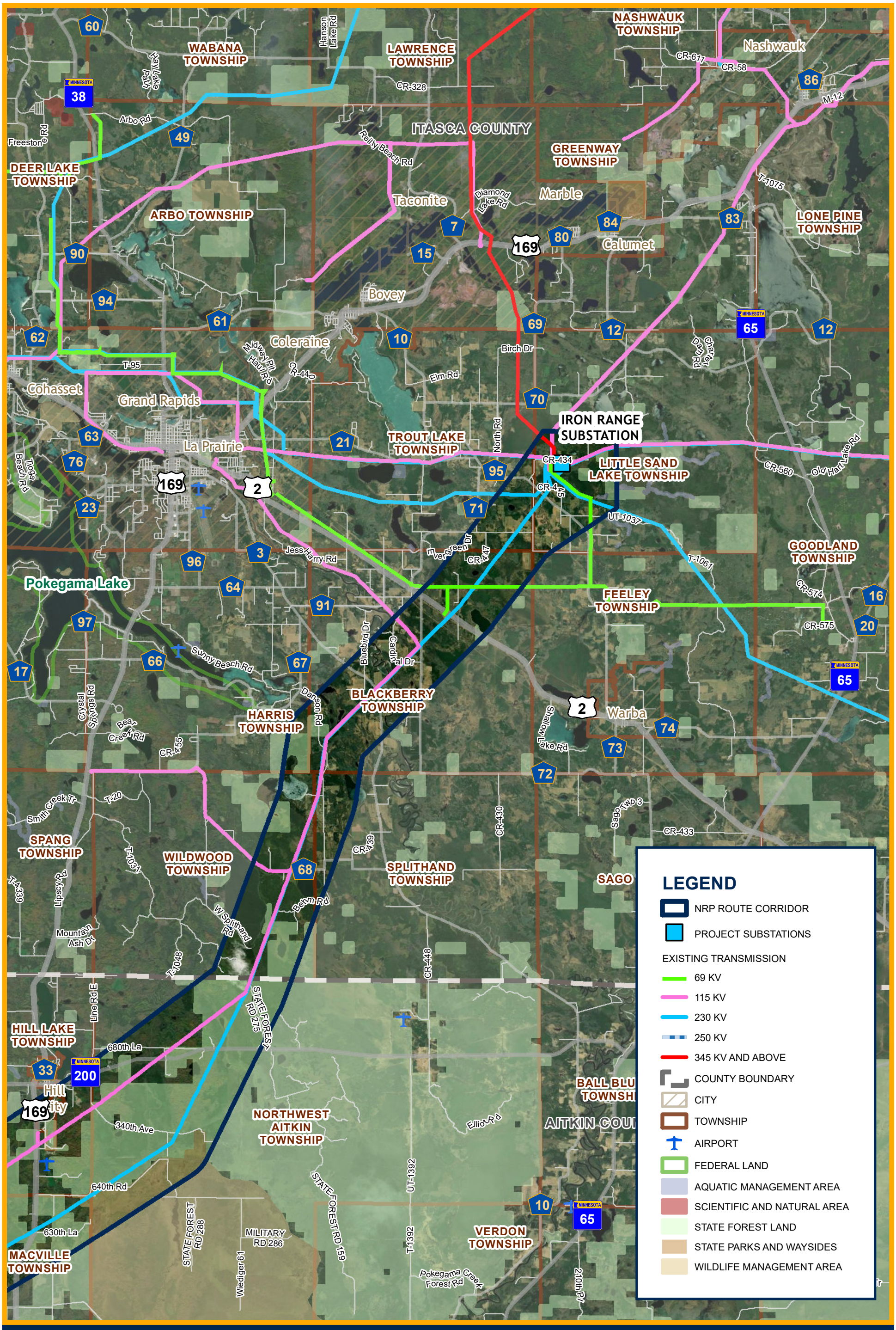
Questions? We want to hear from you.

northlandreliabilityproject.com
connect@northlandreliabilityproject.com
218-864-6059

January 2023

Northland Reliability Project

GREAT RIVER ENERGY. | minnesota power



Route Corridor in Itasca County

Document Path: \\mspe-gis-file\GISProj\MinnPower\10348886_NRP\7.2_WIP\map_docs_STRATCOM_RouteCorridor\NRP_RouteCorridor_CountyAerial_11x17P.mxd

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

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2925

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Terry Snyder

AGENDA ITEM:
Huber Response/Communication

BOARD ACTION REQUESTED:
Discuss potential Huber response/communication.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to direct staff to draft letters to project proponents and opponents in response to the Huber Project decision.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2918

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:
Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:
13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.
Subdivision 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

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 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2923

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
Closed Litigation Session - Attorney-Client Privilege

BOARD ACTION REQUESTED:
Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information regarding court file 31-CV-22-1041.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**