



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 16, 2023

2:30 PM

Itasca County Boardroom

## FINAL

### WORK SESSION MINUTES

#### I. CALL TO ORDER

Chair Ives called the meeting to order at 2:38 PM.

| Attendee Name | Title       | Status  | Arrived |
|---------------|-------------|---------|---------|
| Cory Smith    | District #1 | Present | 2:38 PM |
| Terry Snyder  | District #2 | Present | 2:38 PM |
| John Johnson  | District #3 | Present | 2:38 PM |
| Burl Ives     | District #4 | Present | 2:38 PM |
| Casey Venema  | District #5 | Present | 2:38 PM |

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Pull Item #6.12 (Tax-Forfeited Land Purchase) and approve the agenda, as amended.

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

#### IV. MINUTES APPROVAL

**Motion To:** Approve the minutes of the Tuesday, May 9, 2023 County Board Regular Session.

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

#### V. RECOMMENDED FOR CONSENT AGENDA

1. Award the Oil Change/Lube Services contract for County owned vehicles to the lowest responsible bidder, Jack's Auto Service, for the period of August 1, 2023 through July 31, 2024, approve a waiver of insurance requirements, and authorize necessary signatures to said contract.

**RESULT:** RECOMMENDED FOR CONSENT **NEXT: 05/23/2023 2:30 PM**

\*Pending staff response to insurance questions

2. Approve a LG214 Premises Permit Application for gambling, as requested by Community Charities of MN, to conduct lawful gambling at Timberwolf Inn, 50021 Jack the Horse Road, Marcell MN 56657.

**RESULT:** RECOMMENDED FOR CONSENT **NEXT: 05/23/2023 2:30 PM**

3. Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2023 through June 30, 2025

**RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM**

4. Approve final payment for Contract 69302 - 2022 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

**RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM**

5. Award County Project 2023-07 for 2023 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$284,260.00 and authorize the necessary signatures to execute the contract documents.

**RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM**

6. Approve utility easement for construction, maintenance and operation of a 3-phase overhead electric line over and across tax-forfeited trust lands in Section 31, Township 54, Range 22 and authorize necessary signatures.

**RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM**

7. Award Request for Qualification for Itasca County Firewise Coordinator 2023, to Moore Outdoor Services, LLC for \$32,020.00, with contract amount contingent upon successful funding through 2023 Firewise grant, and authorized necessary signatures.

**RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM**

8. Adopt the Resolution Re: Driftskippers Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

**RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM**

## VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Legislative Conference Call

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

**RESULT: INFORMATIONAL - NO ACTION TAKEN**

3. Off Sale Liquor License

**Motion To:** Approve New Off Sale Liquor License for Max Mini Store Inc located at 50758 State Highway 46, Squaw Lake MN 56681.

**RESULT: APPROVED (5 TO 0)**

**MOVER:** Commissioner Cory Smith

**SECONDER:** Commissioner Terry Snyder

**AYES:** Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

4. Community Service Announcement

Environmental Services Coordinator Greg Stoltz provided information regarding the upcoming Back Yard Composting seminar presented to the public at no charge by Itasca County Environmental Services Department and the University of MN Master Gardeners on Monday, May 22, 2023 from 5-7 PM in the Itasca County Boardroom, as well as the upcoming Clean-up Days in the cities of LaPrairie, Coleraine, and Keewatin.

**RESULT: INFORMATIONAL - NO ACTION TAKEN**

5. Dem-Con Keewatin Update  
Dem-Con representative Bill Keegan provided an update regarding the Dem-Con site in Keewatin.

**Motion To:** Approve a Letter of Support to submit a Certificate of Need for the Dem-Con site in Keewatin.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner John Johnson                                       |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

6. Updated Mississippi River Grand Rapids 1W1P Policy Committee MOA  
District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the updated Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR REGULAR</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

7. County Geologic Atlas Agreement  
District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to approve a Letter of Agreement between Itasca County and the University of Minnesota to start the County Geologic Atlas process and authorize County Board Chair to sign said letter.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

8. Executive ATV Permit Committee  
Assistant County Engineer Ryan Sutherland provided information regarding the request to appoint the County Board Chair and Vice Chair to the Executive ATV Permit Committee. It was the consensus of the County Board to recommend the appointments of Commissioners Smith and Snyder.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

9. Fairgrounds Campground ARP Funding  
Land Commissioner Kory Cease provided information regarding the request to approve use of ARP funds up to the amount of \$149,446.90 for the fairgrounds campground improvement contract.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR REGULAR</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

10. Fairgrounds Campground Fee Schedule  
Land Commissioner Kory Cease provided information regarding updating Fairgrounds Park Campground fee schedules following completion of the campground improvement project.

**Motion To:** Update the Fairgrounds Park Campground fee schedules to charge \$50 per night with a max stay of 14 days.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Casey Venema                                       |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

11. Letter of Support  
**Motion To:** Adopt the Resolution Re: State Mineral Leases Proposed Distribution Near Nashwauk and approve a Letter of Support and Communication regarding DNR Mineral Lease decision at Mesabi Metallics.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner John Johnson                                       |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

**13. Executive Council Testimony**

It was the consensus of the County Board to send Commissioners Venema and Johnson to testify to the Executive Council Re: State Mineral Leases.

**VII. COMMITTEE REPORTS****VIII. ADMINISTRATOR UPDATE**

County Administrator Brett Skyles provided an Administrator Update, including information regarding pumping at the Canisteo Pit which removed over 2 billion gallons of water and lowered the water level by 2 feet.

**IX. COMMISSIONER COMMENTS**

Commissioners Johnson and Snyder provided comment regarding pumping at the Canisteo Pit.

**X. CLOSED SESSIONS****XI. ADJOURN**

Chair Ives adjourned the meeting at 4:36 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, May 16, 2023

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**RESOLUTION 2023-26**

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**RE: STATE MINERAL LEASES PROPOSED DISTRIBUTION NEAR NASHWAUK**

**WHEREAS**, Minnesota Statutes Chapter 93.001 states that "It is the policy of the state to provide for the diversification of the state's mineral economy through long-term support of mineral exploration, evaluation, environmental research, development, production, and commercialization."

**WHEREAS**, The Minnesota DNR, on May 4, 2023 has recommended issuance of State mineral leases for 66 parcels near Nashwauk for mineral extraction solely to Cleveland Cliffs and the same is likely to be considered by the Minnesota Executive Council on May 25, 2023 and if approved, the DNR will award these leases to Cleveland Cliffs.

**WHEREAS**, the Itasca County Board and its municipalities and surrounding Iron Range communities, have an immediate and ongoing interest in ensuring that the State of Minnesota mineral leases are distributed to maximize the socio economic benefits to Itasca County and its surrounding regions, to support multi-generational sustainable job creation and the School Trust Land Fund.

**WHEREAS**, Mesabi Metallics, an ongoing mining and pelletization project in Itasca County has the following attributes which are beneficial for the entire Iron Range and the people and State of Minnesota as a whole and thus it is of vital importance that this project is allowed to be completed and have sufficient taconite reserves for at least 30 years of mine life:

**Jobs**

1000 – Construction union jobs during the construction period over the next 2 years  
350 – New long term, multi-generational jobs during operations  
700 – Indirect jobs

Expected economic Benefits of the project to the Itasca County and the State of Minnesota over the mine life of 30 years

**Investments**

Over \$ 800 Million in continuing investment in the present project  
Over \$ 1 Billion potential investment in the value added DRI facility

**Revenues**

Over \$ 500 M to the School Trust Land Fund  
Over \$ 300 M to the Itasca County  
Over \$ 100 M to the DNR

**WHEREAS**, Itasca County is further cognizant to preserve the 750 jobs at Hibtac which is expected to run out of taconite reserves after 2026.

**WHEREAS**, the County would therefore like to suggest a win-win proposal by which all of the above objectives are achieved for the benefit of all stakeholders including Itasca County, the Iron Range and all Minnesotans.

**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Board of Commissioners recommend that the DNR amend its current mineral lease proposal and distribute the mineral leases between both Mesabi and Hibitac such that each operation has enough taconite reserves for their sustainable mining operations;

**AND FURTHER BE IT RESOLVED**, that the leases thus proposed to be awarded to Mesabi may be kept in reserve until such time as the pellet plant construction has progressed sufficiently such that it is in a position to commence operations in 9 months thereafter, leases will be provided so that crude ore may be ready for processing.

**AND FURTHER BE IT RESOLVED**, that the Itasca County Board of Commissioners requests the Executive Council scheduled to meet on May 25, 2023 to amend the decision made by the DNR such that the State mineral leases are studied and distributed between the two companies in a fair, equitable and transparent manner to the benefit of each company's business plans going forward and which would be in the best interests of the State.

**AND FURTHER BE IT RESOLVED**, that the Itasca County Board of Commissioners be authorized to take such actions as may be required during this period till May 25, 2023 in furtherance of this resolution including calling on the members of the Executive Council, the DNR and any other relevant people and if required also take such legal steps if necessary.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner John Johnson                                       |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | 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 16th day of May 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 16th day of May A.D. 2023.



Administrator



May 16, 2023

Chair:

**PULL:** None

**ADDITIONS:** None

**CHANGES:** None

**INFORMATIONAL:**

1. Item #6.11 – Additional Information



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 9, 2023

2:30 PM

Itasca County Boardroom

## DRAFT

### REGULAR SESSION MINUTES

#### I. CALL TO ORDER

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

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

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Add Item #6.8 (Letter of Support), pull Item #5.10 (Reif Arts Council Concert Agreement for Gunn Park) and add as Item #6.9, and approve the agenda, as amended.

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

#### IV. MINUTES APPROVAL

**Motion To:** Approve the minutes of the Tuesday, May 2, 2023 County Board Work Session.

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

#### V. CONSENT AGENDA

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

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

1. Appoint Malissa Bahr and Louise Koglin Fideldy to the Personnel Board of Appeals fulfilling one (1) vacancy expiring December 31, 2024 and one (1) vacancy expiring December 31, 2025, respectively, effective May 9, 2023.
2. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Premier Physical Healthcare, Dr. Kristine Michaels, D.C.

3. Barring any irregularities, award the CSAH 52 Grubbing & Erosion Control work to the lowest responsible bidder, William J. Schwartz & Son, Inc., in the amount of \$136,841.45 and authorize required signatures on the contract documents.
4. Adopt the Resolution Re: Sponsorship of a Transportation Alternatives Grant which indicates that Itasca County agrees to act as the sponsor/fiscal agent for the City of Deer River Trail Project.
5. Approve easement for ingress and egress over that part of an existing roadway, known as West Balsam Road located on tax-forfeited trust lands in Section 8, Township 58, Range 24 and authorize necessary signatures.
6. Approve the 2023 Fairgrounds Race Track Agreement between Itasca County and Grand Rapids Speedway Inc. and authorize necessary signatures.
7. Approve 2023 Firewise grant application, accept the grant and authorize the necessary signatures if awarded.
8. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.
9. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and that Land Commissioner offers such tracts of timber in order which they appear in said notice, and that sale shall commence at 10:30 AM on Wednesday June 7, 2023 at Cohasset Community Center.
11. Request authorization for out of state travel for two correctional staff members to attend the 2023 American Jail Association Conference in Omaha, Nebraska.
12. Approve and authorize signatures necessary to execute the Federal Supplemental Boating Safety Patrol Grant Agreement and Conflict of Interest Statement between the State of Minnesota (DNR) and the Itasca County Sheriff's Office.
13. Authorize signatures necessary to execute the mutual aid agreement between Itasca County Sheriff's Office and St. Louis County Sheriff's Office

## VI. REGULAR AGENDA

1. Citizen Input  
No citizen input provided.
2. Legislative Conference Call  
A Legislative Conference Call was provided by Itasca County Lobbyist Loren Solberg.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

3. Commissioner Warrants  
**Motion To:** Approve Commissioner Warrants with a check date of May 12, 2023, in the amount of \$755,365.95.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner John Johnson                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

4. Off Sale Liquor License  
County Auditor/Treasurer Austin Rohling and Chief Deputy Auditor Treasurer Deb Davis provided information regarding the request to approve New Off Sale Liquor License for Prestige Worldwide 99 Inc dba: Frontier Sport located at 48919 State Highway 38, Marcell MN 56657.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

## 5. Crisis Response Team (CRT) Update

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

Commissioner Snyder exited the meeting at 3:04 PM.

Commissioner Snyder returned to the meeting at 3:10 PM.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

## 6. RFP Award for Lease Space at IRC

**Motion To:** Award bid for leased space at the Itasca Resource Center (IRC) to Itasca County Family YMCA and approve a three-year lease agreement for said space effective September 1, 2023, contingent upon County Attorney review, and authorize necessary signatures.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Terry Snyder                                       |
| <b>SECONDER:</b> | Commissioner John Johnson                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

## 7. Utility License on Tax-Forfeited Trust Lands

**Motion To:** Approve Utility License process to grant authority to utility companies to erect, maintain, repair, upgrade, rebuild, and operate telecommunication lines per the terms of said License for a standard term of 10 years.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner John Johnson                                       |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

## 8. Letter of Support

**Motion To:** Approve a letter of support for HF 1938 and SF 1811 (Tax Omnibus Bill) and authorize County Board Chair to sign said letter.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner John Johnson                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

## 9. Reif Arts Council Concert Agreement for Gunn Park

**Motion To:** Approve the agreement between Itasca County and the Reif Arts Council for scheduled concerts to be held at Gunn Park, contingent upon support from Arbo Township, and authorize necessary signatures.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 1)</b>                             |
| <b>MOVER:</b>    | Commissioner Terry Snyder                            |
| <b>SECONDER:</b> | Commissioner Casey Venema                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>NAYS:</b>     | Burl Ives                                            |

## VII. COMMISSIONER COMMENTS

Commissioners Venema and Smith provided comment regarding their attendance at the recent Housing Summit.

Commissioner Johnson provided comment regarding an invitation to attend Wellness Court, as well as constituent concerns and road review in Commissioner District 3.

Commissioner Snyder provided comment regarding the upcoming Fishing Opener and Mother's Day weekend.

Commissioner Ives provided comment regarding his attendance at the recent Itasca County Township Association (ICTA) meeting.

**VIII. CLOSED SESSIONS**

**IX. ADJOURN**

Chair Ives adjourned the meeting at 4:17 PM.

**ATTEST**

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Burl Ives  
Chair of the County Board

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Brett Skyles  
Clerk of the County Board



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3082**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Brett Skyles

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**AGENDA ITEM:**

Contract Award - Oil Change/Lube Services

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**BOARD ACTION REQUESTED:**

Award the Oil Change/Lube Services contract for County owned vehicles to the lowest responsible bidder, Jack's Auto Service, for the period of August 1, 2023 through July 31, 2024, approve a waiver of insurance requirements, and authorize necessary signatures to said contract.

**BACKGROUND:**

Request for Quotes (RFQs) were sent out to seven (7) local vendors. One (1) response was received. This contract consists of three (3) services. This service is for County owned vehicles, not leased vehicles. Jack's Auto Service does, however, have an agreement with Enterprise for the maintenance of our leased vehicles as well. The response that we received is attached.

The estimated cost of this contract on a yearly basis is under \$4,000.

As of April 27, 2010 Board Action, Itasca County policy requires Purchase of Service (POS) agreements/contract vendors to have coverage of 1.5 million per occurrence and 3 million aggregate in addition to MCIT's recommendation for the Employer's Liability Insurance to \$500,000 each accident, \$500,000 Disease - Policy Limit, and \$500,000 Disease - Each Employee. The purchasing policy requires County Board approval to reduce insurance requirements established in the Insurance and Indemnification Policy. Jack's Auto Service currently has \$1,000,00 per occurrence and \$1,000,000 General Aggregate coverage. In this case, Itasca County is agreeable to the lower limits and recommends approval of a waiver.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. RFQ - Jack's Auto Service
2. Request for Quote letter
3. COI - Jack's Auto Service

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

\*Pending staff response to insurance questions.

|                                                           |                                                                                      |                                  |                                                          |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------|
| Dept./Div.<br>Delivery point<br>(Be Exact)<br>Originator: | <b>Itasca County</b><br><b>123 N. E. 4th Street</b><br><b>Grand Rapids, MN 55744</b> |                                  | Date Prepared<br>1/27/2023<br>Date Required<br>3/15/2023 |
|                                                           |                                                                                      | Signature of Approving Authority |                                                          |

## ITASCA COUNTY REQUITION/QUOTATION

If firm name & address are incorrect, please correct.

**VENDORS**

|                                                                                     |                                                                                                                                                                                                                                                                                                                              |                                                                                      |             |                |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------|----------------|
|                                                                                     | Return Request for Quotation To:                                                                                                                                                                                                                                                                                             | <b>Itasca County</b><br><b>123 N. E. 4th Street</b><br><b>Grand Rapids, MN 55744</b> | Control No. |                |
|                                                                                     | <p>*Quotations are to be construed as the delivered price un-less otherwise specified (F.O.B. Destination)</p> <p>*When bidding on goods other than specified, bidder must give complete description, including trade and brand</p> <p>*Do NOT include Federal Excise Taxes or Minnesota Sales Tax (Exemption # 8026717)</p> |                                                                                      |             | Warrant Number |
|                                                                                     | <p>Buyer - <u>Shelley Kebart</u> Phone <u>327-2845</u> fax <u>218-327-2848</u></p> <p><b>BIDS ARE DUE</b> <b>3/15/2023</b></p>                                                                                                                                                                                               |                                                                                      |             |                |
| <b>Jacks Auto Service</b><br><b>403 NW 3rd Ave</b><br><b>Grand Rapids, MN 55744</b> | Vendor No.                                                                                                                                                                                                                                                                                                                   | Contract No.                                                                         | Invoice No. |                |

| Dept. | Prog./Proj. | Acct. | Qty. | Unit | Commodity No. | Description of item or Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Unit Price                                           | Amount                             |
|-------|-------------|-------|------|------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------|
|       |             |       |      |      |               | Oil Changes/Lubrication for County Vehicles<br>(2-wheel & 4-wheel driver pickups &<br>standard passenger vehicles)<br>*See attached specifications on RFP.<br>NOTE: As of January 1, 2014, Itasca County<br>is exempt from sales tax.<br>#1 FULL SERVICE OIL CHANGE: standard oil -<br>Price for each additional quart<br>#2 FULL SERVICE OIL CHANGE: synthetic oil<br>-Price for each additional quart<br>#3 MINI SYNTHETIC: 1 quart synthetic oil &<br>items B through Q<br>PICKUP & DELIVERY SERVICE AVAILABLE<br>-Additional cost (if any)<br>Appointments Required<br>ESTIMATED TURNAROUND TIME TO<br>PERFORM OIL CHANGE SERVICE AS PER<br>SPECIFICATIONS<br>Itasca County retains the authority to reject<br>any or all bids and waive any irregularities. | \$59.36<br>\$ 5.49<br>\$113.93<br>\$15.99<br>\$48.69 | \$<br>\$<br>\$<br>\$<br>\$         |
|       |             |       |      |      |               | PICKUP & DELIVERY SERVICE AVAILABLE<br>-Additional cost (if any)<br>Appointments Required<br>ESTIMATED TURNAROUND TIME TO<br>PERFORM OIL CHANGE SERVICE AS PER<br>SPECIFICATIONS<br>Itasca County retains the authority to reject<br>any or all bids and waive any irregularities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes <input checked="" type="checkbox"/><br>Yes _____ | No _____<br>No \$10.00<br>No _____ |

Vendor's Delivery Date \_\_\_\_\_  
Phone # \_\_\_\_\_  
Authorized Signature \_\_\_\_\_

**QUOTATION ACCEPTED:**  
**Itasca County**

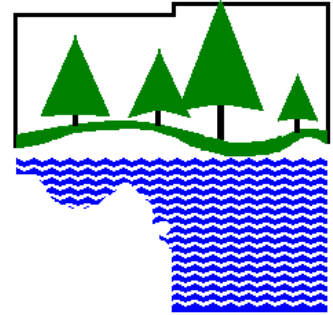
Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

*Equal Opportunity Employer*

# ITASCA COUNTY

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



## FULL SERVICE OIL CHANGES - REQUEST FOR QUOTE (RFQ) -SPECIFICATIONS-

**Intent:** It is the intent of the RFQ to secure oil change/lubrication services for Itasca County's department, division and agency vehicles on an as needed basis at the most favorable cost.

**Instructions:** Quotes must be completed, signed and returned to:

Itasca County Courthouse  
Administrative Services Dept. - Room #103  
123 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Or via email: [Shelley.kebart@co.itasca.mn.us](mailto:Shelley.kebart@co.itasca.mn.us)

No later than March 15, 2023.

**Conditions:** Quotes and award are to be in accordance with MN Statute 471.345, subdivision 5 of the Uniform Municipal Contracting Law. The County retains the authority to waive any irregularities and to reject any or all quotes.

**Agreement Period:** This price agreement will be for a twelve (12) month period beginning August 1, 2023 through July 31, 2024, with the option to extend the agreement for additional twelve (12) month periods upon mutual agreement of the County and the Vendor. This option to renew will be determined by March 15th of the expiring year.

**Quantities and Estimated Purchases:** Itasca County purchases on average per year an estimated 150 oil changes. However, this shall not be construed as either the minimum or maximum amount of oil changes per year. It shall be understood and accepted by the proposer that any quantities shown on this RFQ are estimated quantities only and impose no obligation upon Itasca County either minimum or maximum. This agreement does not limit or restrict Itasca County departments to obtain oil changes solely from the successful proposer. Nor does it require any additional repairs be completed by the successful proposer.

**Quote Evaluation:** The evaluation of the Oil Change quotes will be based on the total low accumulative dollar amounts stated and the vendor's ability to meet the terms and conditions as specified in this request for quote.

**Specifications:** #1 and #2 FULL SERVICE OIL CHANGE to include items A through Q; # 3 MINI SYNTHETIC TO INCLUDE Change 1 quart of Mobil 1 synthetic (or equivalency) and items B through Q.

- A) Change oil up to 5 quarts
- B) Install new oil filter
- C) Lubricate entire chassis including U-Joints
- D) Check and fill Transmission Fluid
- E) Check and fill Transfer Case
- F) Check and fill Differential Fluid (front and/or rear)
- G) Check Brake Fluid
- H) Check and fill Power Steering Fluid
- I) Check and fill Window Washer Fluid with windshield washer solvent/antifreeze
- J) Check and fill Battery
- K) Check and fill Radiator with antifreeze mixture good to 35 degrees below 0 Fahrenheit
- L) Check Air Filter and Breather
- M) Inflate tires
- N) Wiper blade check
- O) Exterior light check
- P) Environmental Waste Disposal
- Q) Miscellaneous Shop Supplies

All oils, antifreeze, filters and lubricants must meet or exceed the vehicle manufacturer's recommendations. Synthetic oil used on #2 and #3 should be Mobil 1 or equivalency.

**Scheduling/Pickup/Delivery/Service Time:** Service is to be available between 8:00AM and 4:30PM, Monday through Friday. Appointments (if needed) for service are to be scheduled for within 24 hours of contact from the Department requesting the service with the exception of weekends and holidays.

Itasca County would like the option of having the county vehicles picked up and delivered to the Courthouse location by the vendor providing the oil change. Please state on the Request for Quote form if there is an additional charge for pickup and delivery service and what that charge would be. Please also note the estimated average turnaround time for providing oil change services as per the specifications noted.

**Billing:** All oil change services must be accompanied by a departmental invoice. This invoice shall contain the following information: purchasing department/agency/division name, vehicle number, date of service, unit price, signature of County employee receiving the service, and invoice total. Itasca County is tax exempt and Form ST3 will be provided with final documents.

Current payment schedule will be paid based on the Commissioner Warrant Cut-Off Dates determined by the County Auditor/Treasurer's office. All Itasca County Departments must have processed bills to the Auditor's Department by 4:30 p.m. of the designated cutoff date. Processed bills received by the Auditor's Department after the cutoff date deadline will be held for processing until the next bill payment.

The successful proposer will provide Itasca County Administrative Services with a report of oil changes purchased under this contract by September 1st of each year.

**Insurance:** Upon notice of the contract award, the successful proposer will be REQUIRED to provide Itasca County with a Certificate of Insurance evidencing that the liability insurance coverage in force complies with MN Statute 466.04, and as recommended by MCIT before the start date of the contract. Said policy is to be in effect throughout the term of the contract – including any agreed

upon extension renewals. (A copy of the statute and County Board RBA are included as Attachments A and B.). If a waiver of said insurance coverage needs County Board approval, this should also be noted on the Request for Quote form. County Board Action taken on 9/22/2020 may allow for a reduction in tort cap limits based on the contract value.

The successful proposer's policy shall be the primary insurance to any other valid and collectible insurance available to the County with respect to any claim arising out of this contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed or not renewed without thirty (30) calendar days prior notice thereof to the County.

**Cancellation:** This contract may be canceled in whole or in part for any reason by the County or the Vendor upon 30 days written notice prior to the effective date of the cancellation.

**Questions:** Questions regarding this RFQ may be directed to Shelley Kebart at 218.327.2845.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                       |                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Itasca Reliable Insurance Agency<br>1121 E US Hwy 169<br>PO Box 825<br>Grand Rapids MN 55744       | <b>CONTACT NAME:</b> Sharon Thibault<br><b>PHONE (A/C, No, Ext):</b> (218) 326-8518<br><b>FAX (A/C, No):</b> (218) 326-9557<br><b>E-MAIL ADDRESS:</b> SharonT@itascareliableinsurance.com                                            |
| <b>INSURED</b><br>Autoserve Inc<br>dba: Jack's Auto Service Center<br>403 NW 3rd Avenue<br>Grand Rapids MN 55744-2537 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Owners Insurance Co. NAIC # 32700<br><b>INSURER B:</b> Auto-Owners Insurance Co. 18988<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 2022 Master Certificate**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 08174622      | 09/01/2022              | 09/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 500,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                          |           |          | 4377453801    | 09/01/2022              | 09/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                               |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED RETENTION \$                                                                                                                                                                                                                                                         |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                      |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N     | N / A    | 08213865      | 09/01/2022              | 09/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                     |
| A        | Garage Liability<br>Garage Keepers Liability                                                                                                                                                                                                                                                                           |           |          | 4377453800    | 09/01/2022              | 09/01/2023              | Liability Limit \$1,000,000<br>GKLL PhysDamage \$100,000                                                                                                                                                                                |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Garage Liability includes coverage for towing/hauling exposure for a limit of \$1,000,000.

Garagekeepers Direct Primary coverage with \$100,000 limit provides On Hook coverage for the same limit, \$1,000 deductible applies on comprehensive and collision.

Email: Shelley.Kebart@co.itasca.mn.us

**CERTIFICATE HOLDER****CANCELLATION**Itasca County  
c/o Shelley Kebart

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3085**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Deb Davis

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**AGENDA ITEM:**

Gambling Permit

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**BOARD ACTION REQUESTED:**

Approve a LG214 Premises Permit Application for gambling, as requested by Community Charities of MN, to conduct lawful gambling at Timberwolf Inn, 50021 Jack the Horse Road, Marcell MN 56657.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3073**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Eric Villeneuve

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**AGENDA ITEM:**

Core Professional Services PA Purchase of Service Agreement

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**BOARD ACTION REQUESTED:**

Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2023 through June 30, 2025

**BACKGROUND:**

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Core Professional Services PA 2023-2025

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

ITASCA COUNTY HEALTH AND HUMAN SERVICES  
1209 SE 2nd Avenue  
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/01/2023 THROUGH 06/30/2025**.

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **COURT ORDERED JUVENILE SEX OFFENDER TREATMENT SERVICES** to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it 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. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:
  - a. **Description of services.**
  - b. **Exposition of staffing**, including job description and professional qualifications of personnel.
  - c. **Organizational chart** with names and positions.
  - d. **Line item budget.**
  - e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
  - f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
  - g. **Operating license** (photocopy, when applicable).
2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.
3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it 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 Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **Itasca County Probation, 115 NE 5<sup>th</sup> Street, Grand Rapids, MN 55744**.

C. Safeguard of Client 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 Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), 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. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).
  - 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, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). 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.
  - b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14d. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.
2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. 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) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance 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.

F. 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/or 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 thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Page 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.
6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor 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. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. 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.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 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 Agreement, The Contractor 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; 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; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor 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.

\* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

#### Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov>.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

#### J. 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. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or

any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.
4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.
6. Itasca County will not pay for two placements that occur on the same date of service.

## II. Contract Specific

### A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

**Court Ordered Juvenile Sex Offender Treatment Services for the period 07/01/23 – 06/30/25. CORE Professionals Services PA will provide Court Ordered Juvenile Sex Offender Treatment, which includes the following: Weekly Treatment; Healthy Relationships Education; Individual Therapy & Aftercare; Family Therapy; Psycho-Sexual Assessments; and Progress & Discharge Summaries. CORE Professional Services PA shall not be entitled to any additional compensation for testimony required for court hearings.**

**This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.00**

**TOTAL: Not to Exceed \$78,500.00 County Dollars annually.**

**Clients will be assessed a fee which will be collected by Itasca County Probation Department. The fees collected will be used to offset the \$78,500.00 County Dollars spent.**

### B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.
  - a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.

- b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.
- c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
- d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
  - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

- 1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
- 2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.
- 3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

- 1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

- 1. The Contractor Shall:
  - a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
    - (1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services

provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.

- (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.
  - b. Provide the Agency with information about fees collected and the fee source.
  - c. Maintain all records pertaining to the Agreement at **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401** for four (4) years for audit purposes.
  - d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
  - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.
- F. 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.
  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.
    - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
  3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
  4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum

requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY \_\_\_\_\_  
(Director, Itasca County Health and Human Services)

BY \_\_\_\_\_  
(Director, Contracting Agency)

DATED \_\_\_\_\_

DATED \_\_\_\_\_

BY \_\_\_\_\_  
(Chairperson, Itasca County Board of Commissioners)

BY \_\_\_\_\_  
(Chairperson, Board of Contracting Agency)

DATED \_\_\_\_\_

DATED \_\_\_\_\_



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3032**

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**DEPARTMENT:** Transportation  
**PRESENTER:** Ryan Sutherland

**TIME REQUESTED:** < 5 Minutes

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**AGENDA ITEM:**  
Contract 69302 - Final Payment 2022 Bituminous Projects

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**BOARD ACTION REQUESTED:**  
Approve final payment for Contract 69302 - 2022 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

**BACKGROUND:**  
Hawkinson Construction has completed the contract and it is recommended that final payment be processed.  
Contract 69302 included bituminous projects on CSAH, 93, CSAH 94, CSAH 97 and County Road 449.

Bid Amount \$1,799,977.72  
Final Amount \$1,817,925.52

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**  
1. FINAL DOCUMENTS

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

**CERTIFICATE FOR FINAL PAYMENT**

State Of Minnesota

Project No.: SAP 031-693-002, SAP 031-694-001  
SAP 031-697-001 & CP 2022-02

County of Itasca

Contract No.: 69302

The County Board of Itasca County hereby recognizes that the work done by Hawkinson Construction, Inc. of Grand Rapids, MN, under contract with Itasca County, made and entered into on April 12, 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 031-693-002, SAP 031-694-001, SAP 031-697-001 & CP 2022-02

Name of Contractor: Hawkinson Construction, Inc.

Contract No.: 69302

Total Value of Work: \$ 1,817,925.52

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.

5-2-23  
Date

Karin Grandia  
County Highway Engineer  
Karin Grandia

Contract Number: Contract  
69302  
Pay Request Number: 3

| Project Number | Project Description                                  |
|----------------|------------------------------------------------------|
| 031-693-002    | CSAH 93 BITUMINOUS OVERLAY AND AGGREGATE SHOULDERING |

|                                                                                             |                                                   |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|
| Contractor: Hawkinson Construction Co.,<br>Inc.<br>501 W Co Rd 63<br>Grand Rapids, MN 55744 | Vendor Number: 3050<br><br>Up To Date: 02/01/2023 |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|

| Contract Amount   |              | Funds Encumbered |              |
|-------------------|--------------|------------------|--------------|
| Original Contract | \$110,349.04 | Original         | \$110,349.04 |
| Contract Changes  | \$0.00       | Additional       | N/A          |
| Revised Contract  | \$110,349.04 | Total            | \$110,349.04 |

| Work Certified To Date |              |
|------------------------|--------------|
| Base Bid Items         | \$119,184.82 |
| Contract Changes       | \$0.00       |
| Material On Hand       | \$0.00       |
| Total                  | \$119,184.82 |

| Work Certified<br>This Request | Work Certified To<br>Date | Less Amount<br>Retained | Less Previous<br>Payments | Amount Paid This<br>Request | Total Amount<br>Paid To Date |
|--------------------------------|---------------------------|-------------------------|---------------------------|-----------------------------|------------------------------|
| \$0.00                         | \$119,184.82              | \$0.00                  | \$113,225.58              | \$5,959.24                  | \$119,184.82                 |
| Percent: Retained: 0%          |                           |                         | Percent Complete: 108.01% |                             |                              |

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

County/City/Project Engineer

Date

Approved By Hawkinson Construction Co., Inc.

Contractor

Date

5/1/2023

4-24-23

| Payment Summary |            |                            |                             |                         |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1               | 2022-08-01 | \$117,048.73               | \$5,852.44                  | \$111,196.29            |
| 2               | 2022-09-06 | \$2,136.09                 | \$106.80                    | \$2,029.29              |
| 3               | 2023-02-01 | \$0.00                     | (\$5,959.24)                | \$5,959.24              |

| 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 |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| CSAH                  | 1                       | \$119,184.82           | \$0.00               | \$113,225.58           | \$5,959.24               | \$119,184.82              |

| Accounting Number | Funding Source | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| 031-693-002       | Regular (CSAH) | \$5,959.24               | \$110,349.04            | \$110,349.04             | \$119,184.82            |

| 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    | 2021.501/0010   | MOBILIZATION                             | LS    | \$7,000.00 | 1                 | 0                     | \$0.00              | 1                | \$7,000.00     |
| Base Bid             | 2    | 2118.509/0010   | AGGREGATE SURFACING CLASS 1              | TON   | \$24.00    | 590               | 0                     | \$0.00              | 444.23           | \$10,661.52    |
| Base Bid             | 3    | 2231.509/0010   | BITUMINOUS PATCHING MIXTURE              | TON   | \$71.25    | 178               | 0                     | \$0.00              | 379.37           | \$27,030.11    |
| Base Bid             | 4    | 2232.504/0040   | MILL BITUMINOUS SURFACE (1.5")           | S Y   | \$36.20    | 40                | 0                     | \$0.00              | 0                | \$0.00         |
| Base Bid             | 5    | 2360.509/12200  | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) | TON   | \$59.40    | 1160              | 0                     | \$0.00              | 1151.77          | \$68,415.14    |
| Base Bid             | 6    | 2540.602/00150  | MAIL BOX SUPPORT                         | EACH  | \$125.00   | 3                 | 0                     | \$0.00              | 2                | \$250.00       |
| Base Bid             | 7    | 2540.602/00155  | RELOCATE MAIL BOX SUPPORT                | EACH  | \$50.00    | 11                | 0                     | \$0.00              | 11               | \$550.00       |
| Base Bid             | 8    | 2563.601/0010   | TRAFFIC CONTROL                          | LS    | \$2,300.00 | 1                 | 0                     | \$0.00              | 1                | \$2,300.00     |
| Base Bid             | 9    | 2580.503/0010   | INTERIM PAVEMENT MARKING                 | L F   | \$0.18     | 9122              | 0                     | \$0.00              | 9122             | \$1,641.96     |
| Base Bid             | 10   | 2582.503/104104 | 4" SOLID LINE PAINT                      | L F   | \$0.07     | 9272              | 0                     | \$0.00              | 9561             | \$669.27       |
| Base Bid             | 11   | 2582.503/104404 | 4" DOUBLE SOLID LINE PAINT               | L F   | \$0.14     | 4561              | 0                     | \$0.00              | 4763             | \$666.82       |
| Base Bid Totals:     |      |                 |                                          |       |            |                   |                       | \$0.00              |                  | \$119,184.82   |

| Project Category Totals |               |                     |                |
|-------------------------|---------------|---------------------|----------------|
| Project                 | Category      | Amount This Request | Amount To Date |
| 031-693-002             | PARTICIPATING | \$0.00              | \$119,184.82   |

| 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 |  |  |  | \$119,184.82 |
|----------------|--|--|--|--------------|

Contract Number: Contract  
69302  
Pay Request Number: 3

| Project Number  | Project Description            |
|-----------------|--------------------------------|
| SAP 031-694-001 | CSAH 94 PAVEMENT REHABILITAION |

|                                                                                             |                                                   |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|
| Contractor: Hawkinson Construction Co.,<br>Inc.<br>501 W Co Rd 63<br>Grand Rapids, MN 55744 | Vendor Number: 3050<br><br>Up To Date: 03/20/2023 |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|

**Contract Amount**

|                   |              |
|-------------------|--------------|
| Original Contract | \$550,653.81 |
| Contract Changes  | \$17,892.16  |
| Revised Contract  | \$568,545.97 |

**Funds Encumbered**

|            |              |
|------------|--------------|
| Original   | \$550,653.81 |
| Additional | N/A          |
| Total      | \$550,653.81 |

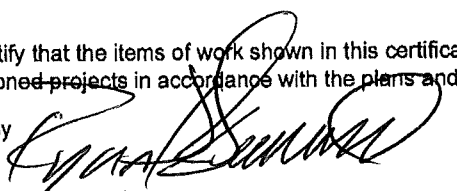
**Work Certified To Date**

|                  |              |
|------------------|--------------|
| Base Bid Items   | \$543,646.62 |
| Contract Changes | \$17,892.16  |
| Material On Hand | \$0.00       |
| Total            | \$561,538.78 |

| Work Certified<br>This Request | Work Certified To<br>Date | Less Amount<br>Retained | Less Previous<br>Payments | Amount Paid This<br>Request | Total Amount<br>Paid To Date |
|--------------------------------|---------------------------|-------------------------|---------------------------|-----------------------------|------------------------------|
| \$8,398.36                     | \$561,538.78              | \$0.00                  | \$525,483.40              | \$36,055.38                 | \$561,538.78                 |
| Percent: Retained: 0%          |                           |                         | Percent Complete: 98.77%  |                             |                              |

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



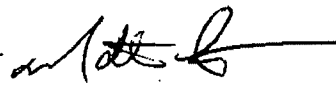
County/City/Project Engineer

Date

5/1/2023

Approved By Hawkinson Construction Co., Inc.

Contractor



Date

4-24-23

| Payment Summary |            |                            |                             |                         |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1               | 2022-08-01 | \$252,713.23               | \$12,635.66                 | \$240,077.57            |
| 2               | 2022-09-06 | \$300,427.19               | \$15,021.36                 | \$285,405.83            |
| 3               | 2023-03-20 | \$8,398.36                 | (\$27,657.02)               | \$36,055.38             |

| 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 |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| CSAH                  | 1                       | \$561,538.78           | \$0.00               | \$525,483.40           | \$36,055.38              | \$561,538.78              |

| Accounting Number | Funding Source | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| CSAH              | Regular (CSAH) | \$36,055.38              | \$568,545.97            | \$550,653.81             | \$561,538.78            |

| 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    | 2021.501/0010  | MOBILIZATION                                  | LS    | \$11,300.00 | 1                 | 0                     | \$0.00              | 1                | \$11,300.00    |
| Base Bid             | 2    | 2104.503/00205 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | L F   | \$2.27      | 240               | 0                     | \$0.00              | 248.5            | \$564.10       |
| Base Bid             | 3    | 2104.504/00120 | REMOVE BITUMINOUS PAVEMENT                    | S Y   | \$1.72      | 25023             | 1689.7                | \$2,906.28          | 25306            | \$43,526.32    |
| Base Bid             | 4    | 2211.509/00070 | AGGREGATE BASE CLASS 5                        | TON   | \$10.30     | 665               | 0                     | \$0.00              | 1162.17          | \$11,970.35    |
| Base Bid             | 5    | 2112.519/00010 | SUBGRADE PREPARATION                          | RDST  | \$74.60     | 87.5              | 0                     | \$0.00              | 87.5             | \$6,527.50     |
| Base Bid             | 6    | 2118.509/00010 | AGGREGATE SURFACING CLASS 1                   | TON   | \$25.25     | 481               | 0                     | \$0.00              | 1322.29          | \$33,387.82    |
| Base Bid             | 7    | 2215.504/00020 | STABILIZED FULL DEPTH RECLAMATION             | S Y   | \$2.95      | 25023             | 0                     | \$0.00              | 26588.9          | \$78,437.26    |
| Base Bid             | 8    | 2360.509/12300 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)      | TON   | \$55.70     | 2685              | 0                     | \$0.00              | 2590             | \$144,263.00   |
| Base Bid             | 9    | 2360.509/32205 | TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,B) | TON   | \$52.95     | 4438              | 0                     | \$0.00              | 3817.42          | \$202,132.39   |
| Base Bid             | 10   | 2540.602/00150 | MAIL BOX SUPPORT                              | EACH  | \$125.00    | 41                | 27                    | \$3,375.00          | 45               | \$5,625.00     |
| Base Bid             | 11   | 2563.601/00010 | TRAFFIC CONTROL                               | LS    | \$2,300.00  | 1                 | 0                     | \$0.00              | 1                | \$2,300.00     |
| Base Bid             | 12   | 2580.503/00010 | INTERIM PAVEMENT MARKING                      | L F   | \$0.18      | 12931             | 0                     | \$0.00              | 8310             | \$1,495.80     |
| Base Bid             | 13   | 2582.503/10104 | 4" SOLID LINE PAINT                           | L F   | \$0.07      | 19602             | 20056                 | \$1,403.92          | 20056            | \$1,403.92     |

| 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             | 14   | 2582.503/104<br>204 | 4" BROKEN LINE PAINT       | L F   | \$0.07     | 741               | 820                   | \$57.40             | 820              | \$57.40        |
| Base Bid             | 15   | 2582.503/104<br>404 | 4" DOUBLE SOLID LINE PAINT | L F   | \$0.14     | 5044              | 4684                  | \$655.76            | 4684             | \$655.76       |
| Base Bid Totals:     |      |                     |                            |       |            |                   |                       | \$8,398.36          |                  | \$543,646.62   |

| Project Category Totals |               |                     |                |
|-------------------------|---------------|---------------------|----------------|
| Project                 | Category      | Amount This Request | Amount To Date |
| SAP 031-694-001         | PARTICIPATING | \$8,398.36          | \$543,646.62   |

| 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 031-694-001             | CO1 | 16   | 2105.607 SUBGRADE EXCAVATION (C Y)  | \$32.71    | 418               | \$13,672.78     | ITM                         | \$0.00                | \$0.00              | 418              | \$13,672.78    |
| SAP 031-694-001             | CO1 | 17   | 2501.503 15" CAS PIPE CULVERT (L F) | \$127.86   | 33                | \$4,219.38      | ITM                         | \$0.00                | \$0.00              | 33               | \$4,219.38     |
| Contract Change Totals:     |     |      |                                     |            |                   |                 |                             |                       | \$0.00              |                  | \$17,892.16    |

| Contract Change Totals |                                                                                                                                                                                                                                                                                                 |                |             |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|
| Number                 | Description                                                                                                                                                                                                                                                                                     | Effective Date | Amount      |
| 1                      | Change Order to remove and replace unsuitable soils in roadway at stations 55+14 - 57+34, 58+40 - 61+40, 71+00 - 73+20 and 80+60 - 82+10 prior to bituminous paving and remove and replace 15"x33' culvert. Change order includes labor, equipment and materials required to complete the work. | 09/02/2022     | \$17,892.16 |

| Material On Hand Additions |      |             |      |       |          |
|----------------------------|------|-------------|------|-------|----------|
| Line                       | Item | Description | Date | Added | Comments |
|                            |      |             |      |       |          |

| Material On Hand Balance |      |             |      |       |      |           |
|--------------------------|------|-------------|------|-------|------|-----------|
| Line                     | Item | Description | Date | Added | Used | Remaining |
|                          |      |             |      |       |      |           |

|                |  |  |  |              |
|----------------|--|--|--|--------------|
| Contract Total |  |  |  | \$561,538.78 |
|----------------|--|--|--|--------------|

Contract Number: Contract  
69302  
Pay Request Number: 3

| Project Number  | Project Description               |
|-----------------|-----------------------------------|
| SAP 031-697-001 | CSAH 97 BITUMINOUS REHABILITATION |

|                                                                                             |                                                   |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|
| Contractor: Hawkinson Construction Co.,<br>Inc.<br>501 W Co Rd 63<br>Grand Rapids, MN 55744 | Vendor Number: 3050<br><br>Up To Date: 03/20/2023 |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|

**Contract Amount**

|                   |              |
|-------------------|--------------|
| Original Contract | \$323,524.16 |
| Contract Changes  | \$20,868.98  |
| Revised Contract  | \$344,393.14 |

**Funds Encumbered**

|            |              |
|------------|--------------|
| Original   | \$323,524.16 |
| Additional | N/A          |
| Total      | \$323,524.16 |

**Work Certified To Date**

|                  |              |
|------------------|--------------|
| Base Bid Items   | \$329,012.79 |
| Contract Changes | \$0.00       |
| Material On Hand | \$0.00       |
| Total            | \$329,012.79 |

| Work Certified<br>This Request | Work Certified To<br>Date | Less Amount<br>Retained | Less Previous<br>Payments | Amount Paid This<br>Request | Total Amount<br>Paid To Date |
|--------------------------------|---------------------------|-------------------------|---------------------------|-----------------------------|------------------------------|
| \$6,644.08                     | \$329,012.79              | \$0.00                  | \$306,250.27              | \$22,762.52                 | \$329,012.79                 |
| Percent: Retained: 0%          |                           |                         | Percent Complete: 95.53%  |                             |                              |

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

County/City/Project Engineer

Date

5/1/2023

Approved By Hawkinson Construction Co., Inc.

Contractor

Date

4-24-23

| Payment Summary |            |                            |                             |                         |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1               | 2022-08-01 | \$318,749.20               | \$15,937.46                 | \$302,811.74            |
| 2               | 2022-09-06 | \$3,619.51                 | \$180.98                    | \$3,438.53              |
| 3               | 2023-03-20 | \$6,644.08                 | (\$16,118.44)               | \$22,762.52             |

| 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 |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| CSAH                  | 1                       | \$329,012.79           | \$0.00               | \$306,250.27           | \$22,762.52              | \$329,012.79              |

| Accounting Number | Funding Source | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| CSAH              | Regular (CSAH) | \$22,762.52              | \$344,393.14            | \$323,524.16             | \$329,012.79            |

| 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    | 2021.501/0010  | MOBILIZATION                                  | LS    | \$11,300.00 | 1                 | 0                     | \$0.00              | 1                | \$11,300.00    |
| Base Bid             | 2    | 2104.503/00205 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | L F   | \$2.27      | 123               | 0                     | \$0.00              | 96               | \$217.92       |
| Base Bid             | 3    | 2104.504/00120 | REMOVE BITUMINOUS PAVEMENT                    | S Y   | \$1.93      | 14730             | 596.7                 | \$1,151.63          | 14730            | \$28,428.90    |
| Base Bid             | 4    | 2211.509/00070 | AGGREGATE BASE CLASS 5                        | TON   | \$11.25     | 1434              | 0                     | \$0.00              | 1120             | \$12,600.00    |
| Base Bid             | 5    | 2112.519/00010 | SUBGRADE PREPARATION                          | RDST  | \$99.95     | 53                | 0                     | \$0.00              | 53               | \$5,297.35     |
| Base Bid             | 6    | 2118.509/00010 | AGGREGATE SURFACING CLASS 1                   | TON   | \$23.50     | 541               | 0                     | \$0.00              | 612.55           | \$14,394.93    |
| Base Bid             | 7    | 2215.504/00020 | STABILIZED FULL DEPTH RECLAMATION             | S Y   | \$3.39      | 14730             | 0                     | \$0.00              | 15311            | \$51,904.29    |
| Base Bid             | 8    | 2360.509/12300 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)      | TON   | \$59.50     | 1264              | 92.31                 | \$5,492.45          | 1353.55          | \$80,536.23    |
| Base Bid             | 9    | 2360.509/32205 | TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,B) | TON   | \$55.50     | 2116              | 0                     | \$0.00              | 2118.12          | \$117,555.66   |
| Base Bid             | 10   | 2540.602/00155 | RELOCATE MAIL BOX SUPPORT                     | EACH  | \$50.00     | 18                | 0                     | \$0.00              | 18               | \$900.00       |
| Base Bid             | 11   | 2563.601/00010 | TRAFFIC CONTROL                               | LS    | \$2,500.00  | 1                 | 0                     | \$0.00              | 1                | \$2,500.00     |
| Base Bid             | 12   | 2580.503/00010 | INTERIM PAVEMENT MARKING                      | L F   | \$0.18      | 10600             | 0                     | \$0.00              | 10600            | \$1,908.00     |
| Base Bid             | 13   | 2582.503/10104 | 4" SOLID LINE PAINT                           | L F   | \$0.07      | 10600             | 0                     | \$0.00              | 10457            | \$731.99       |

| 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                | 14   | 2582.503/10404 | 4" DOUBLE SOLID LINE PAINT | L F   | \$0.14     | 5300              | 0                     | \$0.00              | 5268             | \$737.52            |
| <b>Base Bid Totals:</b> |      |                |                            |       |            |                   |                       | <b>\$6,644.08</b>   |                  | <b>\$329,012.79</b> |

| Project Category Totals |               |                     |                |
|-------------------------|---------------|---------------------|----------------|
| Project                 | Category      | Amount This Request | Amount To Date |
| SAP 031-697-001         | PARTICIPATING | \$6,644.08          | \$329,012.79   |

| 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 031-697-001                | CO1 | 16   | 2105.607 SUBGRADE EXCAVATION (C Y) | \$32.71    | 638               | \$20,868.98     | ITM                         | \$0.00                | \$0.00              | 0                | \$0.00         |
| <b>Contract Change Totals:</b> |     |      |                                    |            |                   |                 |                             |                       | <b>\$0.00</b>       |                  | <b>\$0.00</b>  |

| Contract Change Totals |                                                                             |                |             |
|------------------------|-----------------------------------------------------------------------------|----------------|-------------|
| Number                 | Description                                                                 | Effective Date | Amount      |
| 1                      | Remove and replace unsuitable soils in subgrade prior to bituminous paving. | 09/02/2022     | \$20,868.98 |

| Material On Hand Additions |      |             |      |       |          |
|----------------------------|------|-------------|------|-------|----------|
| Line                       | Item | Description | Date | Added | Comments |
|                            |      |             |      |       |          |

| Material On Hand Balance |      |             |      |       |      |           |
|--------------------------|------|-------------|------|-------|------|-----------|
| Line                     | Item | Description | Date | Added | Used | Remaining |
|                          |      |             |      |       |      |           |

|                       |                     |
|-----------------------|---------------------|
| <b>Contract Total</b> | <b>\$329,012.79</b> |
|-----------------------|---------------------|

Contract Number: Contract  
69302  
Pay Request Number: 3

| Project Number | Project Description                          |
|----------------|----------------------------------------------|
| 2022-02        | CR 449, CSAH 17 TO CR 458 BITUMINOUS OVERLAY |

|                                                                                             |                                                   |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|
| Contractor: Hawkinson Construction Co.,<br>Inc.<br>501 W Co Rd 63<br>Grand Rapids, MN 55744 | Vendor Number: 3050<br><br>Up To Date: 04/12/2023 |
|---------------------------------------------------------------------------------------------|---------------------------------------------------|

**Contract Amount**

|                   |              |
|-------------------|--------------|
| Original Contract | \$815,450.71 |
| Contract Changes  | \$0.00       |
| Revised Contract  | \$815,450.71 |

**Funds Encumbered**

|            |              |
|------------|--------------|
| Original   | \$815,450.71 |
| Additional | N/A          |
| Total      | \$815,450.71 |

**Work Certified To Date**

|                  |              |
|------------------|--------------|
| Base Bid Items   | \$808,189.13 |
| Contract Changes | \$0.00       |
| Material On Hand | \$0.00       |
| Total            | \$808,189.13 |

| Work Certified<br>This Request | Work Certified To<br>Date | Less Amount<br>Retained | Less Previous<br>Payments | Amount Paid This<br>Request | Total Amount<br>Paid To Date |
|--------------------------------|---------------------------|-------------------------|---------------------------|-----------------------------|------------------------------|
| \$6,216.99                     | \$808,189.13              | \$0.00                  | \$761,873.53              | \$46,315.60                 | \$808,189.13                 |
| Percent Retained: 0%           |                           |                         | Percent Complete: 99.11%  |                             |                              |

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

County/City/Project Engineer

Date

5/11/2023

Approved By Hawkinson Construction Co., Inc.

Contractor

Date

4-24-23

| Payment Summary |            |                            |                             |                         |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1               | 2022-08-01 | \$744,943.67               | \$37,247.18                 | \$707,696.49            |
| 2               | 2023-02-03 | \$57,028.47                | \$2,851.43                  | \$54,177.04             |
| 3               | 2023-04-12 | \$6,216.99                 | (\$40,098.61)               | \$46,315.60             |

| 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 |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| County Preservation   | 1                       | \$808,189.13           | \$0.00               | \$761,873.53           | \$46,315.60              | \$808,189.13              |

| Accounting Number | Funding Source              | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|-----------------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| 2022-02           | County Highway Preservation | \$46,315.60              | \$815,450.71            | \$815,450.71             | \$808,189.13            |

| 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    | 2021.501/00010  | MOBILIZATION                                 | LS    | \$17,800.00 | 1                 | 0                     | \$0.00              | 1                | \$17,800.00    |
| Base Bid             | 2    | 2118.509/00010  | AGGREGATE SURFACING CLASS 1                  | TON   | \$23.24     | 1908              | 0                     | \$0.00              | 2405.98          | \$55,914.98    |
| Base Bid             | 3    | 2231.509/00010  | BITUMINOUS PATCHING MIXTURE                  | TON   | \$67.73     | 1528              | 0                     | \$0.00              | 1224.2           | \$82,915.07    |
| Base Bid             | 4    | 2232.504/00040  | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$0.85      | 46620             | 0                     | \$0.00              | 42297.4          | \$35,952.79    |
| Base Bid             | 5    | 2360.509/12200  | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)     | TON   | \$59.82     | 9110              | 0                     | \$0.00              | 9032.61          | \$540,330.73   |
| Base Bid             | 6    | 2540.602/00150  | MAIL BOX SUPPORT                             | EACH  | \$125.00    | 11                | 0                     | \$0.00              | 11               | \$1,375.00     |
| Base Bid             | 7    | 2540.602/00155  | RELOCATE MAIL BOX SUPPORT                    | EACH  | \$50.00     | 51                | 0                     | \$0.00              | 51               | \$2,550.00     |
| Base Bid             | 8    | 2563.601/00010  | TRAFFIC CONTROL                              | LS    | \$2,500.00  | 1                 | 0                     | \$0.00              | 1                | \$2,500.00     |
| Base Bid             | 9    | 2580.503/00010  | INTERIM PAVEMENT MARKING                     | L F   | \$0.18      | 31923             | 0                     | \$0.00              | 52945            | \$9,530.10     |
| Base Bid             | 10   | 2582.503/104104 | 4" SOLID LINE PAINT                          | L F   | \$0.07      | 30174             | -30255                | (\$2,117.85)        | 0                | \$0.00         |
| Base Bid             | 11   | 2582.503/10404  | 4" DOUBLE SOLID LINE PAINT                   | L F   | \$0.14      | 22642             | 4098                  | \$573.72            | 26294            | \$3,681.16     |
| Base Bid             | 12   | 2582.503/104204 | 4" BROKEN LINE PAINT                         | L F   | \$0.07      | 1749              | 0                     | \$0.00              | 1990             | \$139.30       |
| Base Bid             | 13   | 2582.503/40106  | 6" SOLID LINE MULTI-COMPONENT GROUND IN (WR) | L F   | \$0.74      | 64398             | 10488                 | \$7,761.12          | 75000            | \$55,500.00    |

| 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 Totals:     |      |      |             |       |            |                   |                       | \$6,216.99          |                  | \$808,189.13   |

| Project Category Totals |               |                     |                |
|-------------------------|---------------|---------------------|----------------|
| Project                 | Category      | Amount This Request | Amount To Date |
| 2022-02                 | PARTICIPATING | \$6,216.99          | \$808,189.13   |

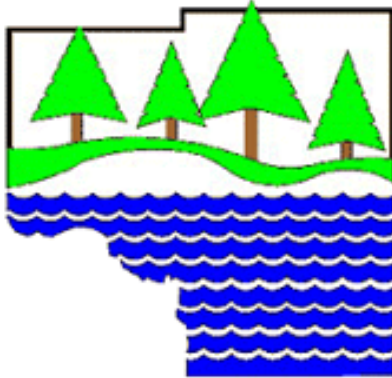
| Contract Change Item Status |    |      |      |            |                   |                 |                             |                       |                     |                  |                |
|-----------------------------|----|------|------|------------|-------------------|-----------------|-----------------------------|-----------------------|---------------------|------------------|----------------|
| 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 |  |  |  | \$808,189.13 |
|----------------|--|--|--|--------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-2890**

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**DEPARTMENT:** Transportation

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Kory Johnson

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**AGENDA ITEM:**

2023 Pavement Markings

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**BOARD ACTION REQUESTED:**

Award County Project 2023-07 for 2023 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$284,260.00 and authorize the necessary signatures to execute the contract documents.

**BACKGROUND:**

Bids were opened for the 2023 Pavement Marking Services on April 25, 2023. One bid was received.

Sir Lines-A-Lot, LLC                      \$284,128.00

Sir Lines-A-Lot purchased AAA Striping in 2022 and Traffic Marking Service in 2023. Both of those companies have previously bid on the annual Pavement Marking projects. However, now Sir Lines-A-Lot is the only local striping contractor.

In order to keep in line with the 2023 budget of \$180,000, it is recommended to reduce the gallons of paint from 6200 gal to 3950 gal of white & from 4300 gal to 2950 gal of yellow. Sir Lines A Lot agreed to keep their unit pricing for a project total of \$186,700.00. This would divide the County into 3 zones for latex paint and roads would be painted every 3 years instead of the 2 year rotation that had been the previous practice.

We will explore combining with other counties in the area to increase bid footage for 2024 to see if out of state contractors would be willing to bid on the project.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:** None

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3072**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Cindy Shevich

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**AGENDA ITEM:**

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

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**BOARD ACTION REQUESTED:**

Approve utility easement for construction, maintenance and operation of a 3-phase overhead electric line over and across tax-forfeited trust lands in Section 31, Township 54, Range 22 and authorize necessary signatures.

**BACKGROUND:**

This easement is for construction of an overhead electric line to benefit an adjacent land owner.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Easement 31-54-22

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

## ITASCA COUNTY UTILITY EASEMENT

This easement is granted this \_\_\_\_ day of \_\_\_\_\_, 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

### RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for 3-phase Overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 50 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

### **TERMS**

#### **I.**

The 50 foot wide right-of-way easement for utility purposes lies over, under and across Government Lot 1, Section 31, Township 54 North, Range 22 West, of the Fourth Principal Meridian, Itasca County, Minnesota, more particularly described as follows:

A right-of-way easement for utility purposes over, under and across a strip of land, 50.00 feet in width, located in Government Lot 1, Section 31, Township 54 North, Range 22 West of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline of which is described as follows: Commencing at the northwest corner of said Government Lot 1 and assuming the north line of Government Lot 1 to bear North 89 degrees 19 minutes 57 seconds East from said corner; thence South 1 degree 22 minutes 06 seconds East along the west line of Government Lot 1, a distance of 37.00 feet to the point of beginning of the centerline to be described; thence North 89 degrees 09 minutes 00 seconds East a distance of 1345.21 feet to the east line of said Government Lot 1 and said centerline there terminating. SEE ATTACHED SURVEY

**DISCLAIMER:** Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard.

## **II.**

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

## **III.**

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the

Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

#### **IV.**

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

#### **V.**

The Grantee shall pay when due all taxes and assessments levied against the easement granted herein or the improvements thereon.

#### **VI.**

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.

The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

## **VII.**

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

## **VIII.**

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

## **IX.**

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

**X.**

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

**XI**

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, its use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

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

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

- |    |                                                                                                                                                    |                  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| b. | Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles | \$1,500,000      |
|    |                                                                                                                                                    |                  |
| c. | Workers' Compensation and Employer's Liability:                                                                                                    | Statutory Limits |
|    | If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws                                                   |                  |
|    |                                                                                                                                                    | <u>Limits</u>    |
| d. | Employer's Liability                                                                                                                               |                  |
|    | Bodily injury by:                                                                                                                                  |                  |
|    | Accident - Each Accident                                                                                                                           | \$500,000        |
|    | Disease - Policy Limit                                                                                                                             | \$500,000        |
|    | Disease - Each Employee                                                                                                                            | \$500,000        |

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

- C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by

reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations  
Contractual Liability (including oral and written contracts)  
Explosion, Collapse, Underground Property Damage (XCU)

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

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

- D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**

- E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.
- F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

## **XII.**

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

## **XIII.**

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

#### XIV

The Grantee shall not add lines, pipes or pipelines within this easement description unless the Grantee shall have provided to the Grantor updated facility locations.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF ITASCA  
STATE OF MINNESOTA

by \_\_\_\_\_  
Itasca County Auditor/Treasurer

County of Itasca )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a notary within and for said County, personally appeared Austin Rohling, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

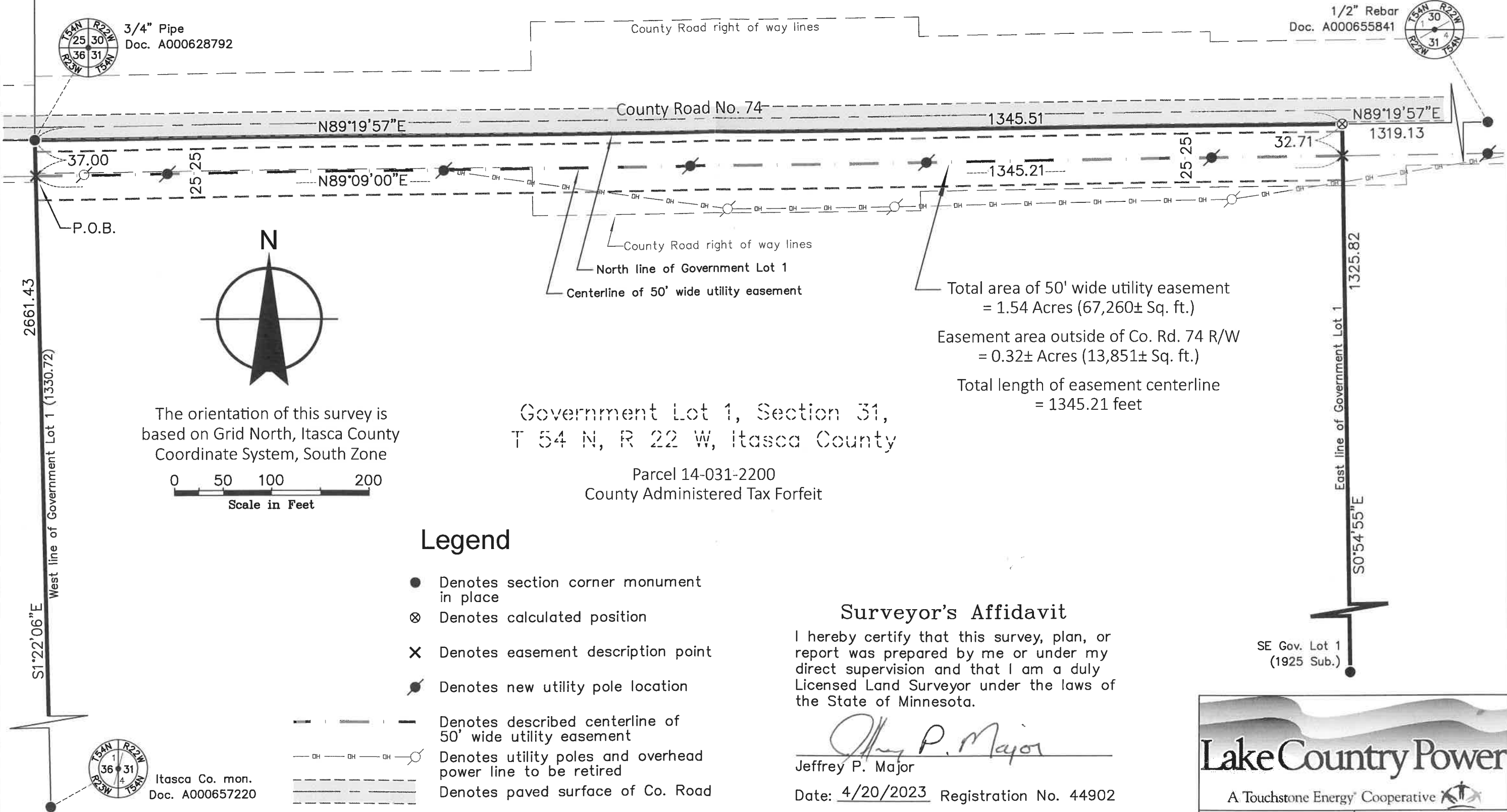
(Notary Seal)

Notary Public

Drafted by: Cindy Shevich, Real Estate Specialist  
Itasca County Land Department  
1177 LaPrairie Ave  
Grand Rapids, MN 55744

# SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land  
within Government Lot 1, Section 31,  
T 54 N, R 22 W, Itasca County, Minnesota





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3083**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Michael Gibbons

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**AGENDA ITEM:**

RFQ Award for Itasca County Firewise Coordinator Service Contract

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**BOARD ACTION REQUESTED:**

Award Request for Qualification for Itasca County Firewise Coordinator 2023, to Moore Outdoor Services, LLC for \$32,020.00, with contract amount contingent upon successful funding through 2023 Firewise grant, and authorized necessary signatures.

**BACKGROUND:**

Requests for Qualifications were publicly solicited for the Itasca County Firewise Coordinator position and submission of qualifications was due on Wednesday May 10th, 2023. If the 2023 Firewise grant is not successfully awarded, the Firewise program budget will need to be amended, including the Firewise Coordinator contract amount.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Firewise Coordinator Service Contract\_2023
2. 2023 Firewise Budget

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

# **County of Itasca, Minnesota Service Contract**

## **A.1 DATES AND PARTIES**

A.1.1 THIS CONTRACT, made this **23 day of May 2023**, by and between the **County of Itasca**, herein called the “County,” and John Moore, an individual trading as **Moore Outdoors Services, LLC**, located at **38706 County Road 44, Deer River, MN 56636**, herein called the “Vendor.”

## **B.1 AGREEMENT**

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **Wildfire Prevention and Safety (Firewise Program) Consulting Services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

## **C.1 TERM OF CONTRACT**

C.1.1 The term of this Contract is from **May 23, 2023, to December 31, 2023**, inclusive. The Contract may be extended if provided for in the Special Conditions.

## **D.1 SPECIAL CONDITIONS**

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof.

## **E.1 CONTRACT AMOUNT**

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is to be up to **\$31,020.00 for contract services** and up to **\$1,000.00 for mileage expenses** to a total of up to **\$32,020.00** for the current term in the 12-month 2023 calendar year. Contract amount is contingent upon successful funding of Firewise budget through 2023 Firewise grant.

## **F.1 INCREASE**

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

## **G.1 PAYMENT**

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

## **H.1 GUARANTEE**

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

## **I.1 BOND**

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety Company providing the bond must be registered to do business in the State of Minnesota and be satisfactory to the County.

## **J.1 INSURANCE**

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 ***Itasca County* must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, non-owned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

|                           | <u>Limit</u> |
|---------------------------|--------------|
| J.1.6.1 Bodily injury by: |              |
| Accident - Each Accident  | \$500,000    |
| Disease - Policy Limit    | \$500,000    |
| Disease - Each Employee   | \$500,000    |

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case-by-case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

**Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**

#### **K.1 UNAVOIDABLE CIRCUMSTANCES**

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

#### **L.1 RIGHT TO TERMINATE**

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

#### **M.1 ASSIGNMENT**

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

#### **N.1 INDEMNIFICATION**

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

#### **O.1 COMPLIANCE WITH LAWS**

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

## **P.1 RECORDS AUDITING AND RETENTION**

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

## **Q.1 WAIVER**

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

## **R.1 MODIFICATIONS/AMENDMENT**

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

## **S.1 SEVERABILITY**

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

## **T.1 FINAL AGREEMENT**

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

## U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*(Vendor Name)*

**John Moore**  
**Moore Outdoor Services, LLC.**  
**38706 County Road 44**  
**Deer River, MN 5663**

**COUNTY OF ITASCA, MINNESOTA**

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

APPROVED AS TO FORM & EXECUTION

By: \_\_\_\_\_  
Itasca County Attorney

## **SPECIAL CONDITION SUPPLEMENT**

### **2023 Firewise Coordinator**

#### **I. VENDOR'S DUTIES.**

- A. Itasca County ("COUNTY") is contracting the professional services of Moore Outdoor Services, LLC ("VENDOR") as an independent contractor to perform the following duties for the COUNTY Firewise Program:
1. Work with Itasca County residents, homeowners, and lake associations to coordinate, organize and carry out mitigation activities in moderate to high-risk areas as identified in the county wildfire protection plan.
  2. Provide a detailed reporting of costs and actions involved in the assessment, planning and development of this project, which shall be inspected by the State Firewise Specialist. Provide required grant reimbursement summaries, fulfill all grant reimbursement requirements and submit requested invoices to COUNTY for reimbursement in an accurate and timely manner.
  3. Provide Firewise literature and conduct Firewise educational training for residents within the community. Arrange open houses at surrounding fire departments focusing on Firewise mitigation opportunities.
  4. Plan and coordinate work with the Department of Natural Resources and local fire department personnel to identify wildfire hazards and implement strategies and projects that will reduce wildfire risk.
  5. Conduct fire prevention presentations to interested organizations, community groups and others, either identified by the State Firewise Specialist, or requested.
  6. Work with the Department of Natural Resources to assist communities interested in becoming a recognized Firewise Community.
  7. Assist in updating and maintaining CWPP; and organizing CWPP Coordinating Committee and meetings.
  8. Provide monthly and annual reports on status updates and progress meeting Firewise position goals.
- B. The VENDOR will assist with the COUNTY Firewise 2023 Education Goals, targeting Youth Ages, Schools/ School Bus Drivers, EMS/Fire Departments, EMS/Sheriff Department and Adult Ages.
- C. The VENDOR and any subcontractors agree to all provisions of the COUNTY Firewise grant agreement with the State of Minnesota.
- D. VENDOR agrees to complete and submit required Firewise grant invoices and reports for reimbursement within the grant timeline and to reconcile all program invoices between those submitted to Firewise grant and those submitted to the COUNTY.
- E. The VENDOR agrees to complete the Firewise program in accordance with the approved Firewise grant budget to the extent practicable and within the program period specified in the Firewise grant agreement.

- F. The VENDOR shall be responsible for the supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- G. All services provided by the VENDOR under this grant agreement must be performed to the COUNTY's satisfaction, as determined at the discretion of the COUNTY and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- H. The VENDOR must comply with all the time requirements described in the Firewise grant agreement.
- I. Throughout the term of this agreement, the VENDOR shall monitor and report any actual, potential, or perceived conflicts of interest in the Firewise program to the COUNTY.

## **II. PAYMENTS.**

- A. The COUNTY shall disburse funds to the VENDOR pursuant to this agreement on a reimbursement basis. The VENDOR shall submit invoices with expenditure documentation required by the COUNTY. Any and all compensation shall be subject to the availability of grant funding. Service Contract amount is contingent upon successful funding through 2023 Firewise grant.
- B. VENDOR agrees to submit biweekly invoices to the COUNTY with associated professional service charges and documentation at a pay rate of \$33.00/hour.
- C. VENDOR agrees to submit biweekly invoices to the COUNTY for associated mileage charges and documentation at current IRS rate.
- D. VENDOR understands that funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified in this service agreement and the Firewise grant agreement.
- E. If necessary, advance payment on required services shall be negotiated between the COUNTY and VENDOR on a case by case basis. In order to make advance payments, the VENDOR must prepare and submit a written justification to the COUNTY for approval that details the specific need to utilize advance payment.
- F. The VENDOR agrees to comply with all federal requirements imposed on the Firewise grant funds.
- G. The VENDOR will not receive payment for work found by the COUNTY to be unsatisfactory or performed in violation of federal, state, or local law.

## **III. SUBCONTRACTORS, CONTRACTS, BIDDING AND AUDITS.**

- A. VENDOR must follow all applicable Subcontractors, Contracts and Bidding requirements outlined in the Firewise grant agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.
- B. VENDOR agrees to provide all temporary laborers for Firewise project related activities.
- C. VENDOR agrees to ensure and verify that all Firewise program service providers and subcontractors meet all applicable minimum COUNTY insurance and indemnification requirements.
- D. The VENDOR's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the COUNTY, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the Firewise grant agreement.

#### **IV. DATA PRACTICES AND INTELLECTUAL PROPERTY.**

- A. The VENDOR must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State or COUNTY under the Firewise grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the VENDOR under the Firewise grant agreement.
- B. The VENDOR must immediately notify the COUNTY if the VENDOR receives a request to release the data referred to in this clause.
- C. VENDOR understands that the State of Minnesota owns any intellectual property developed with funds under the Firewise grant agreement.

#### **V. MONITORING.**

- A. The COUNTY shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this agreement.

#### **VI. INVASIVE SPECIES AND POLLINATORS.**

- A. VENDOR is required to take active steps in preventing or limiting the introduction, establishment, and spread of invasive species during contracted Firewise work.
- B. VENDOR agrees to ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season in all Firewise activities, practices and guidelines.

#### **VII. WHISTLEBLOWER RIGHTS.**

- A. The VENDOR and any subcontractors working under the Firewise grant agreement will be subject to all applicable whistleblower rights and remedies.

| Proposed 2023 Firewise Budget                            |           |           |                    |          |
|----------------------------------------------------------|-----------|-----------|--------------------|----------|
| Itasca County Firewise Program                           |           |           |                    |          |
| COORDINATOR                                              | Hours     | Hourly \$ | Total \$           | Comments |
| Firewise Coordinator                                     | 940       | \$33.00   | \$31,020.00        |          |
| Mileage                                                  |           |           | \$1,000.00         |          |
| <b>TOTAL ASSESSMENT &amp; PLANNING</b>                   |           |           | <b>\$32,020.00</b> |          |
| MITIGATION                                               | Hours     | Hourly \$ | Total \$           | Comments |
| Rental or Vendor Sub-contract, 40 hours/week for 8 weeks | 256       | \$170.00  | \$43,520.00        |          |
| <b>TOTAL MITIGATION</b>                                  |           |           | <b>\$43,520.00</b> |          |
| EQUIPMENT                                                |           |           | Total \$           | Comments |
| ASV, Truck & Trailer Rental or Vendor Sub-contract       | (9 weeks) |           | \$16,000.00        |          |
| <b>TOTAL EQUIPMENT</b>                                   |           |           | <b>\$16,000.00</b> |          |
| EDUCATION                                                |           |           | Total \$           | Comments |
| Schools - Fire Prevention Week,                          |           |           |                    |          |
| Firewise Community & Homeowner Meetings                  |           |           | \$5,000.00         |          |
| <b>TOTAL EDUCATION</b>                                   |           |           | <b>\$5,000.00</b>  |          |
| <b>Total Budget:</b>                                     |           |           | <b>96,540.00</b>   |          |

| Proposed Funding Sources             |                    |
|--------------------------------------|--------------------|
| <u>DNR Firewise Grant</u>            |                    |
| Coordinator                          | \$14,925.51        |
| Mitigation                           | \$18,600.00        |
| Fuel                                 | \$500.00           |
| Equip. Rental                        | \$9,395.00         |
| Education                            | \$5,000.00         |
| <b>Total Grant \$</b>                | <b>\$48,420.51</b> |
| <u>Itasca County ETF</u>             |                    |
| Coordinator                          | \$8,528.00         |
| Mileage                              | \$1,000.00         |
| Fuel                                 | \$2,000.00         |
| Mitigation                           | \$4,000.00         |
| Equipment Rental                     | \$4,105.00         |
| <b>Total Co. ETF \$</b>              | <b>\$19,633.00</b> |
| <u>County Title III (USFS) Funds</u> |                    |
| Coordinator                          | \$7,566.49         |
| Mitigation                           | \$20,920.00        |
| <b>Total Co. Title III \$</b>        | <b>\$28,486.49</b> |
| <b>Total 2023 Budget \$</b>          | <b>\$96,540.00</b> |

|                              |                     |
|------------------------------|---------------------|
| <u>Firewise Grant Budget</u> |                     |
| Grant & County               | \$68,053.51         |
| In-kind                      | \$100,146.00        |
| <b>2023 Grant Budget</b>     | <b>\$168,199.51</b> |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3086**

---

**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson

---

**AGENDA ITEM:**

Driftskippers Snowmobile Club Trail Improvement Grant Resolution

---

**BOARD ACTION REQUESTED:**

Adopt the Resolution Re:Driftskippers Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

**BACKGROUND:**

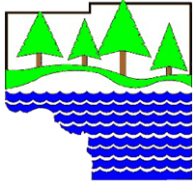
The Driftskippers Snowmobile Club is looking to apply for Trail Improvement dollars to assist in the major trail reroute from Pokegama lake, west of Woodtick and Wendigo area, north to the City of Grand Rapids. This connection has been a long-identified priority project by developing a long term solution to keep our main trail access into Grand Rapids. The Trail Improvement grant application is due at the end of May.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**RESOLUTION**

---

**RE: DRIFTSKIPERS SNOWMOBILE CLUB TRAIL IMPROVEMENT GRANT APPLICATION**

**WHEREAS**, Itasca County, as sponsor, 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 Snowmobile Trail Improvement Program, and

**WHEREAS**, the Driftskipper Snowmobile Club is working to seek funding for a major re-route project on the Driftskipper Snowmobile Trail, and

**WHEREAS**, the Snowmobile Trail Improvement Program is available to fund seventy-five (75) percent of the cost of projects under this grant, and

**WHEREAS**, Itasca County affirms that the Driftskipper Snowmobile Club recognizes the twenty-five (25) match requirements for the Trail Improvement 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. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

**BE IT FURTHER RESOLVED**, that Itasca County will accept the sponsorship role for this project involving State FY 23 funding, 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 project (or grant).



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-2784**

---

**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

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3091**

---

**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 15 Minutes

**PRESENTER:** Loren Solberg

---

**AGENDA ITEM:**

Legislative Conference Call

---

**BOARD ACTION REQUESTED:**

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

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

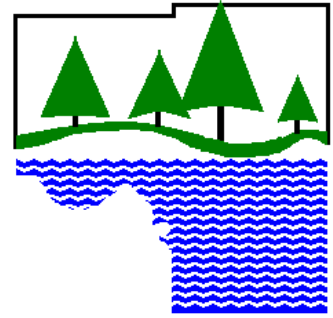
**SUPPORTING DOCUMENTATION:**

1. 2023 Legislative Priorities FINAL

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

# ITASCA COUNTY

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



## **Itasca County 2023 Legislative Priorities**

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

**Equal Opportunity Employer**



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3094**

---

**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Austin Rohling

---

**AGENDA ITEM:**

Off Sale Liquor License

---

**BOARD ACTION REQUESTED:**

Approve New Off Sale Liquor License for Max Mini Store Inc located at 50758 State Highway 46, Squaw Lake MN 56681.

**BACKGROUND:**

The Max Township Board voted to approve the request of Debbie and Andy Michalek, owners of the Max Mini Store Inc to apply for an off-sale liquor license at a meeting of the Township Board on May 10, 2022. This approval was requested by the owners before commencement of remodeling their existing establishment to accommodate the sale of intoxicating liquor.

Request for immediate approval to expedite approval from the MN Dept of Alcohol and Gambling and scheduling an inspection of the building by a State Inspector.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | 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, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3081**

---

**DEPARTMENT:** Environmental Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Greg Stoltz

---

**AGENDA ITEM:**

Community Service Announcement

---

**BOARD ACTION REQUESTED:**

Itasca County Environmental Services Department along with the University of MN Master Gardner's are presenting a seminar on Back Yard Composting.

Monday May 22nd from 5-7 pm in the Itasca County Boardroom. Open to the public at no charge.

Informational; No action Requested

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Backyard Composting 101

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

# Backyard Composting: 101



PRESENTED BY: University of Minnesota Extension Master Gardeners  
in partnership with Itasca County Environmental Services

**Monday, May 22 | 5:00-7:00pm**  
**Itasca County Courthouse Board Room**

**FREE event. No registration required.**

For more information contact Environmental Services, (218) 327-2857.



UNIVERSITY OF MINNESOTA EXTENSION

MASTER GARDENER VOLUNTEER PROGRAM



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-2999**

---

**DEPARTMENT:** Environmental Services

**TIME REQUESTED:** 15 Minutes

**PRESENTER:** Bill Keegan

---

**AGENDA ITEM:**

Dem-Con Keewatin Update

---

**BOARD ACTION REQUESTED:**

Receive a Dem-Con Keewatin update.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Itasca County Board Presentation 5-16-23

**Motion To:** Approve a Letter of Support to submit a Certificate of Need for the Dem-Con site in Keewatin.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner John Johnson                                       |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |



**Building the future of  
responsible waste  
management in Northeast  
Minnesota**





**General Waste  
& Recycling, LLC**

- Located in Keewatin,
- General Waste serves the waste and recycling needs of Northeast Minnesota in Keewatin
- 134-acre site
- Currently accepts construction & demolition and industrial waste
- Wholly owned by Dem-Con Companies



**DEM-CON**  
COMPANIES





# Dem-Con's Environmental Campus





**DEM-CON**  
COMPANIES

# Dem-Con's Environmental Campus



# HISTORY OF



**General Waste  
& Recycling, LLC**

**2004**

Established as a construction and demolition landfill



**2013**

Industrial waste added to permit and \$3.5M investment made into industrial subtitle D lined cell



**2015**

Dem-Con Companies invested into General Waste joining the General Waste partners and Allison family in ownership



**2019**

Dem-Con Companies becomes whole owner of General Waste & Recycling



# LANDFILL CHARACTERISTICS

- C&D landfill has 370,000 cy of capacity (153,000 cy remaining)
- Industrial landfill has 3M cy of capacity (2.7 cy remaining)
- Constructed a office and scale shack building with 70' commercial scale
- Leachate currently disposed of at regional WWTP

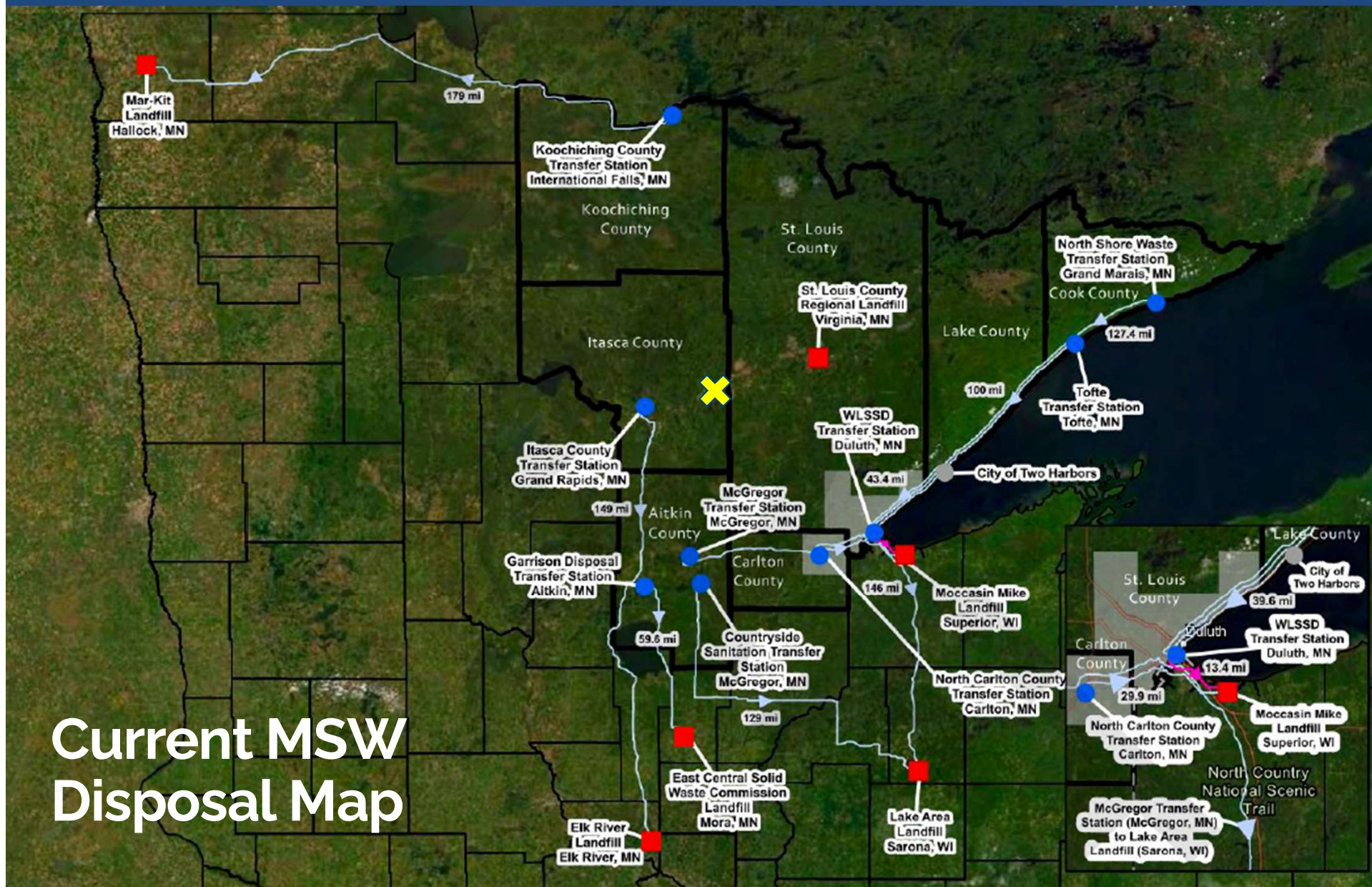




**General Waste  
& Recycling, LLC**

# INDUSTRIAL CELL

# Current MSW Disposal Map





**General Waste  
& Recycling, LLC**

# LANDFILL FUTURE

*A Regional Solid Waste Solution for the  
Arrowhead Region*

# FACILITY

- Managing Itasca County's waste locally
- Capable of accepting municipal solid waste from the 7-county region
- Provides capacity for clean-up of old dumps and closed landfills



**General Waste  
& Recycling, LLC**



# LINER

- RCRA Subtitle D equivalent liner (MSW liner)
- Liner was added for acceptance of industrial and C&D wastes
- Permitted airspace available for disposal



**General Waste  
& Recycling, LLC**

## LEACHATE COLLECTION

General Waste and Recycling's facility has state-of-the-art environmental protections with ground water monitoring and leachate collection.

Future systems could include PFAS treatment, wetlands, filtration and spray irrigation.



**General Waste  
& Recycling, LLC**

# FUTURE OPPORTUNITIES



**General Waste  
& Recycling, LLC**

## SOLAR FIELD RENEWABLE ENERGY



## RENEWABLE ENERGY FROM LANDFILL GAS





## **SUPPORTED BY EXISTING DEM-CON INFRASTRUCTURE**

On-site recycling is supported by Dem-Con's existing recycling infrastructure at their Environmental Campus.

# GREEN GRADES

BY DEM-CON

Created with our  
core values in  
mind to educate  
our community  
and improve waste  
management in  
Minnesota



- MRF tours – virtual and in-person
- Educational trailer experience
- Online curriculum
- Suite of educational videos
- In-classroom education for schools
- Sorting app for the community
- Poster/video contest



## PUBLIC/PRIVATE PARTNERSHIPS

Dem-Con has successfully managed and grown our public/private partnerships to include multi-year recycling contracts as well as currently developing an anerobic digester with Ramsey and Washington counties.

# MSW Permitting Process



**General Waste  
& Recycling, LLC**

## Chronological Order of Approvals Needed:

- Itasca County Solid Waste Management Plan Amendment (Board Letter or Revised Plan);
- MPCA Certificate Of Need (CON) Determination;
- City of Keewatin Approval;
- Itasca County Approval;
  - Also working with Cass, Koochiching and Aitkin Counties
- MPCA Permit Approval.

# Cass County



**General Waste  
& Recycling, LLC**

## Cass County Commissioners

Our mission is to deliver quality public services to the citizens in an effective, professional, and efficient manner.

PO Box 3000, 303 Minnesota Avenue, Walker, MN 56484-3000  
Phone: 218-547-7204 Facsimile: 218-547-7455 TDD: 218-547-1424  
E-Mail: [josh.stevenson@casscountymn.gov](mailto:josh.stevenson@casscountymn.gov) Web site: [www.casscountymn.gov](http://www.casscountymn.gov)



April 18, 2023

Minnesota Pollution Control Agency  
Solid Waste Permitting Unit  
520 Lafayette Road North  
St. Paul, MN 55155-4194

RE: Addendum to Solid Waste Plan – Letter of Support for a Local or Regional Municipal Solid Waste Disposal Facility

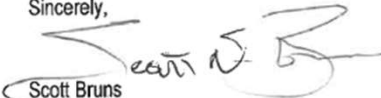
Dear Solid Waste Permitting Unit:

Cass County is committed to the waste management goals of the State which is to *"foster an integrated waste management system in a manner appropriate to the characteristics of the waste stream and thereby protect the states land, air, water and other natural resources and the public health"*.

As stated in the Cass County 2014 Integrated Solid Waste Management Plan (County Plan), *"Cass County has a goal of managing waste locally and having those who generate the waste be responsible for it"*. Further, regarding the lack of infrastructure for recycling programs being a significant challenge, the County Plan states that *"Cass County will continue to consider future opportunities with its neighboring Counties to overcome this challenge."* For this reason, Cass County believes that there is a need for a local or regional Municipal Solid Waste (MSW) disposal facility that would help support recycling and be environmentally and economically beneficial to Cass County, its residents, and the State of Minnesota.

Cass County currently disposes of approximately 19,000 tons of MSW on an annual basis and this volume could be available for disposal at a regional facility if the economics and environmental factors are favorable to the County. Finally, Cass County has recently become aware of opportunities for the private sector to provide the County with local and regional waste disposal and recycling. For the reasons stated above and in the approved County Plan, Cass County is supportive of the need for a regional or local MSW disposal facility.

Sincerely,

  
Scott Bruns  
Cass County Board Chairperson

CC: Cass County Board of Commissioners  
Josh Stevenson, Cass County Administrator  
Jeff Woodford, Environmental Services Director

# ITASCA COUNTY PLAN AMENDMENT

- Plan describes the management of MSW in Itasca County;
- Plan currently only allows for disposal at the Elk River Landfill (140 miles away) and does not allow for a local disposal option;
- Plan amendment would give the County future options for managing their solid waste;
- Plan must state the “need” for a local facility option.



# BENEFITS TO AMENDING THE PLAN



**General Waste  
& Recycling, LLC**

## CURRENT DISPOSAL SITE



HOURS ROUND TRIP  
PER LOAD

## GENERAL WASTE OPTION



- **Provides a local disposal option for Itasca County and local waste service providers;**
- Logistical and economic savings to Itasca County;
- **\$750,000/year** savings in transportation alone;
- Environmental benefits
  - Reduction in Green House Gas;
  - Can be accounted for on behalf of the County in amended waste management plan.

# CREATES JOBS

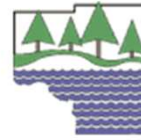
- Bringing jobs in the County by stimulating economic growth and community business development;
- Jobs added for landfill support services such as consulting, cell construction, testing, reporting, etc.
- Additional 3-5 living wage jobs added for MSW landfill;
- Future jobs added for recycling & processing operations that are part of the “environmental campus” concept



# MANAGE WASTE LOCALLY



**General Waste  
& Recycling, LLC**



**Itasca County**  
Minnesota

- Manage waste as a local resource;
- Increased tax base within the County;
- Best use for old mine overburden lands – turns them into an ongoing source of revenue and tax base;
- Financial assurance for operation, closure, and post-closure of the landfill provide environmental and liability protection;
- Provides an opportunity to cleanup one of the counties unlined MSW landfills.

## CERTIFICATE OF NEED (CON)



**General Waste  
& Recycling, LLC**



### CERTIFICATE OF NEED

- Issued by the Minnesota Pollution Control Agency (MPCA);
- States that there is a need for additional disposal capacity based on the County approved solid waste management plan;
- Required for any new MSW landfill or added capacity at an existing MSW landfill;

# STATUS OF PROCESS

Meetings to Date –

- City of Keewatin;
- Itasca County Board – 10/19/21;
- MPCA – Meetings
- Regional Solid Waste Plan



**General Waste  
& Recycling, LLC**



# SUMMARY

Requesting Board action to amend the County solid waste management plan stating that there is a need for a local and regional disposal option for the county;

- This can be done by letter amendment to the plan.
- If the plan is amended, we would initiate the CON process with the MPCA;
- If CON process is successful, we would seek the approval from the City of Keewatin and Itasca County;
- MPCA approval of the permit would be the final step in the process.



**General Waste  
& Recycling, LLC**



**General Waste  
& Recycling, LLC**

**THANK YOU**

Bill Keegan

612.845.5075

[billkeegan@dem-con.com](mailto:billkeegan@dem-con.com)



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3089**

---

**DEPARTMENT:** Environmental Services

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Andy Arens

---

**AGENDA ITEM:**

Updated Mississippi River Grand Rapids 1W1P Policy Committee MOA

---

**BOARD ACTION REQUESTED:**

Adopt the updated Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

**BACKGROUND:**

Three voting members have been added, including the Mille Lacs Band of Ojibwe and the Aitkin County Townships of Salo (McGregor) and Logan (Palisade). Therefore, all eleven boards need to approve the updated agreement.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. UMGR MOA Universal Sign Page

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR REGULAR</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

## MEMORANDUM OF AGREEMENT

This Agreement (Agreement or MOA) is made and entered into by and among:

The Counties of Aitkin, Carlton, Cass, and Itasca by and through their respective County Board of Commissioners, and The Aitkin, Carlton, Cass, and Itasca, Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, Townships of Salo (McGregor) and Logan in Aitkin County (Palisade) and the Non-Removable Mille Lacs Band of Ojibwe, a federally recognized American Indian Tribal government, by and through its Department of Natural Resources, are collectively referred to as the “Parties” and individually each is a “Party.”

### RECITALS

**WHEREAS**, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

**WHEREAS**, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

**WHEREAS**, the Non-Removable Mille Lacs Band of Ojibwe (“MLBO”) is a local governmental unit of the State of Minnesota pursuant to Minnesota Statute §471.59, subdivision 1. (a) & (b) and as that definition is incorporated into Minnesota Statute §103B; and the MLBO Department of Natural Resources has the authority to manage its natural resources pursuant to Mille Lacs Band Statute Title 11; and portions of the MLBO Reservation is situated within the Mississippi River-Grand Rapids Watershed area and there are contiguous MLBO lands affected by Watershed flow as depicted on Attachment A; and

**WHEREAS**, MLBO strives to work cooperatively and collaboratively with other governmental agencies with which it shares an interest in maintaining, managing and protecting natural resources and desires to join in this Agreement with the other Parties. For this purpose and within this Agreement MLBO is also identified or referred to as a “Party” or “Parties,” “County” or “SWCD”; and

**WHEREAS**, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Grand Rapids Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to protect natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities:

**WHEREAS**, this Agreement and the developed Mississippi River-Grand Rapids Watershed Management Plan does not replace or supplant local land use, planning/zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner; and

**WHEREAS**, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Grand Rapids Watershed depicted on Attachment A. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as “Mississippi River-Grand Rapids Watershed Collaboration.”
2. **Recitals:** All recitals set forth above are hereby incorporated into this Agreement.
3. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all Parties unless canceled according to the provisions of this Agreement or earlier terminated by law.
4. **Adding Additional Parties:** A qualifying Party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
5. **Withdrawal of Parties:** A Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
6. **General Provisions:**
  - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
  - b. **Indemnification:** Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a

“cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each Party that this Agreement does not create any liability or exposure of one Party for the acts or omissions of any other Party.

The Parties acknowledge that MLBO is not subject to the protections or provisions of Minnesota Statutes referenced within this subsection a. above but rather MLBO employees may be protected from personal liability under the Federal Torts Claims Act (28 U.S.C. Part VI, Chapter 171 and 28 U.S.C. Section 1346) and indemnification provisions under MLBO statutes.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to Todd County for continued retention.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Extension:** The Parties may extend the termination date of this Agreement upon Agreement by all Parties.
- f. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Steering Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Aitkin, Carlton, Cass, and Itasca, County Boards of Commissioners, Townships of Salo (McGregor) and Logan in Aitkin County (Palisade), MLBO Department of Natural Resources Commissioner, and Aitkin, Carlton, Cass, and Itasca, Soil and Water Conservation District Supervisors.

## **7. Administration:**

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to a Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
  - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.

- ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
  - iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of Agreement to describe the functions and operations of the committee(s).
  - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.
  - v. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each Party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
8. **Fiscal Agent:** Itasca SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
  - b. Perform financial transactions as part of grant agreement and contract implementation.
  - c. Annually provide a full and complete audit report.
  - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
  - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Board of Water Soil Resources).
9. **Grant Administration:** Itasca SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact

for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.

- b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.

10. The following parties agree to provide the following services:

- a. Grant Administration/Fiscal Agent: Itasca SWCD
- b. Policy and Advisory Committee Coordination: Itasca SWCD
- c. Outreach Coordinator: Aitkin SWCD
- d. Public Notice Requirements: Itasca SWCD

In the event of a vacancy of the above listed roles, the Party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee will then reassign the service to another Party with the capacity to fulfil the grant agreement.

11. **Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.

**Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]**

**IN TESTIMONY WHEREOF** the Parties have duly executed this Memorandum of Agreement by their duly authorized officers.

**PARTNER:** *Name*

**APPROVED:**

BY: \_\_\_\_\_

*Name*

ITS: *Title, Affiliation*

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**

BY: \_\_\_\_\_

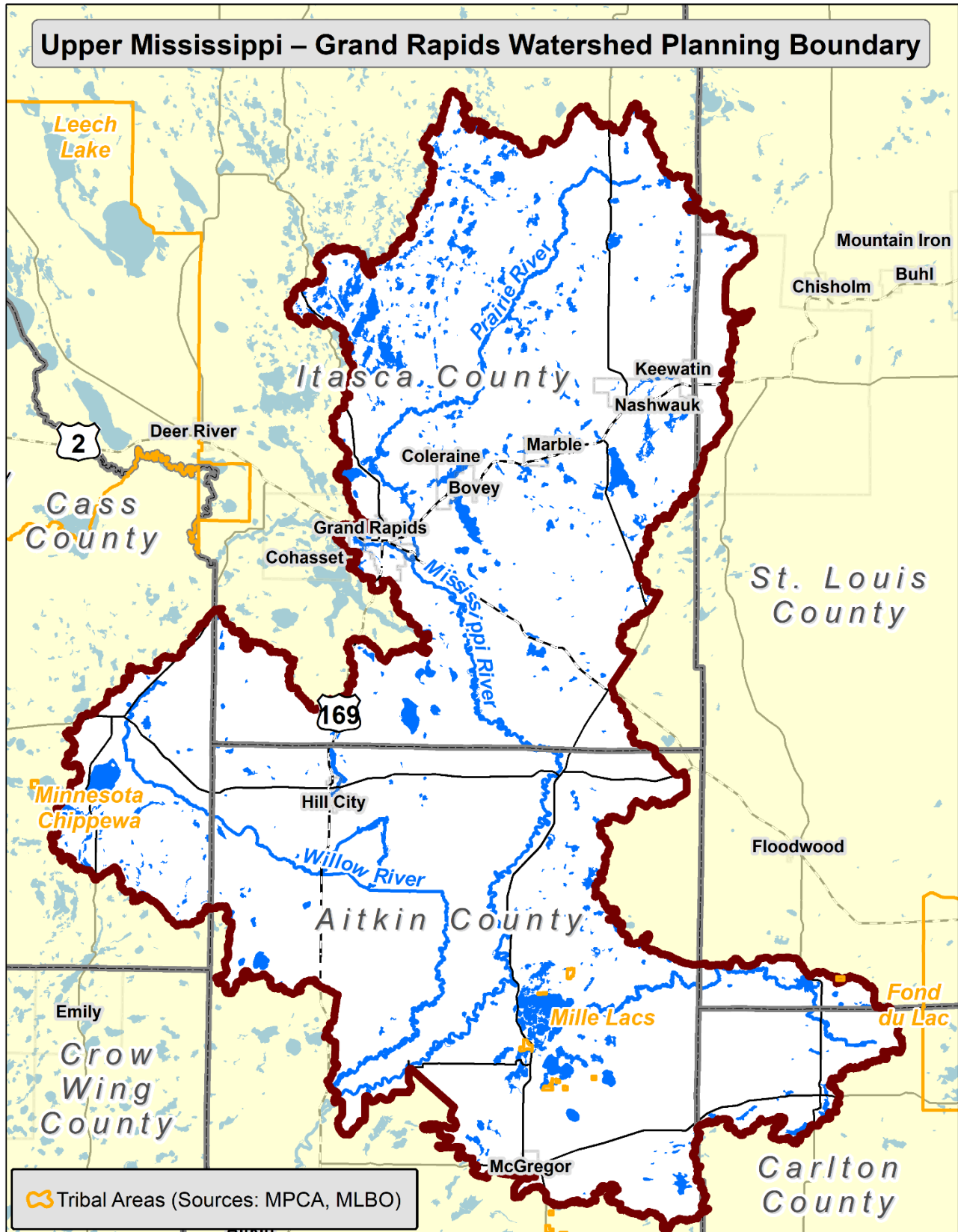
*Name*

ITS: *Title*

DATE: \_\_\_\_\_

Attachment A

Mississippi River- Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3090**

---

**DEPARTMENT:** Environmental Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Andy Arens

---

**AGENDA ITEM:**

County Geologic Atlas Agreement

---

**BOARD ACTION REQUESTED:**

Approve a Letter of Agreement between Itasca County and the University of Minnesota to start the County Geologic Atlas process and authorize County Board Chair to sign said letter.

**BACKGROUND:**

Itasca County is one of 15 Minnesota Counties that does not have a geologic atlas. This survey identifies ground water elevations and deep soils data. In other words, it's like the soil survey we have in place, but includes soils deeper than 6 feet below the surface, and also includes ground water location. This is a valuable land management tool. The total process to completion is about 7 years, and is largely funded and completed by the Mn DNR Mn and the Minnesota Geological Survey (MGS) departments. The County commitment is establishing better location data for wells with inadequate data, and then assisting the DNR and MGS in holding educational sessions for land managers and the public to explain the data and how to use it; Itasca SWCD staff would perform this. There are approximately 20,000 recorded wells in Itasca County, and 7,000 with inadequate location data. The Itasca SWCD has secured a Minnesota Department of Health grant to fund an intern to perform this well location work this summer. From there, the MGS and DNR perform all duties and cover all costs, until completion in approximately 6 years. There is not a financial commitment necessary from the County. One of the first steps in establishing adequate well location data, is determining how many wells are on Leech Lake Band of Ojibwe lands, and if the band would like us to include those wells and land areas in the atlas. MGS will assist in this, but needs approval by the County Board first, to start the atlas process; commitment now will also get Itasca County on the schedule for MGS to start the geology survey work the 2024 field season.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. CGA\_agreement\_Itasca
2. Mn\_CGA\_status\_map

05/16/2023

**RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM**

# UNIVERSITY OF MINNESOTA

---

Twin Cities Campus

Minnesota Geological Survey

2609 Territorial Road  
Saint Paul, MN 55114-1009  
612-626-5119  
Website: [www.geo.umn.edu/mgs](http://www.geo.umn.edu/mgs)  
Email: [mgs@umn.edu](mailto:mgs@umn.edu)

April 17, 2023

Itasca County Board of Commissioners  
Burl Ives, Chair  
Itasca County Courthouse  
123 NE 4<sup>th</sup> St  
Grand Rapids, MN 55744

Dear Commissioners,

This letter describes our expectations for creating a geologic atlas of Itasca County. The atlas will provide objective information useful to understanding and managing the natural resources of your county. Although this arrangement does not involve any transfer of funds between Itasca County and the Minnesota Geological Survey (MGS), it will require both parties to expend resources and effort, and both must successfully complete certain tasks to attain the goals of the project.

I wish to be clear that all MGS participation is dependent on funding from the Legislative and Citizen's Commission on Minnesota Resources (LCCMR), or other State sources. If that funding is not provided, or is not sufficient, the project will not be completed. Such funding is anticipated at this time.

Your office, other offices of Itasca County, or other local parties, will establish accurate locations for water wells for which construction records are available. Staff of the Minnesota Geological Survey will review the locations to ensure they meet standards, and MGS will conduct quality checks to assure the accuracy of the locations.

The MGS will provide comprehensive geologic mapping and associated databases for Itasca County. This will likely include maps of the bedrock geology, bedrock topography, surficial geology, thickness of the glacial materials, and also illustrations or other means to describe the glacial materials between the land surface and the bedrock surface. The completeness and resolution of these maps and databases are dependent on the distribution of data, mostly from the water well records. MGS will deliver these products as printed plates, as portable document files (pdfs), and as geographic information system files.

The County Geologic Atlas Program has been continuously funded for over 40 years, and we have no reason to expect a disruption. However, the delivery date for products is funding dependent. We are generally able to deliver our products in about 4 years from the date when

MGS begins work in the county. While locating can start immediately, MGS work will not likely begin before the summer of 2024.

A complete atlas is made up of two parts – geology (prepared by MGS) plus groundwater (prepared by DNR). Following the completion of the geologic mapping by MGS, the Minnesota Department of Natural Resources will begin work on the groundwater portion of the atlas. The groundwater atlas provides detailed information specifically about groundwater resources of the county including availability, pollution sensitivity, recharge areas, chemistry, surface water and groundwater connections and groundwater flow pathways. The groundwater atlas is another long-standing aspect of the program, but MGS cannot guarantee funding or participation by DNR at this point. DNR will be in contact as the project progresses.

After the successful conclusion of each part of the CGA, with support from the MGS and DNR, the county will host workshops to summarize and explain the results of the atlases and provide examples of how to use them.

I believe that this project will provide information essential to managing the water and mineral resources of Itasca County, to the benefit of its citizens. I appreciate your willingness to share this work with us. Please indicate your agreement with the expectations above by signature, and return one copy to me. Thank you for your support of this project.

Sincerely,



Barbara A. Lusardi  
Geologist, Associate Director

Board Chairman  
Itasca County

cc: Paul Putzier, DNR Supervisor, County Groundwater Atlas

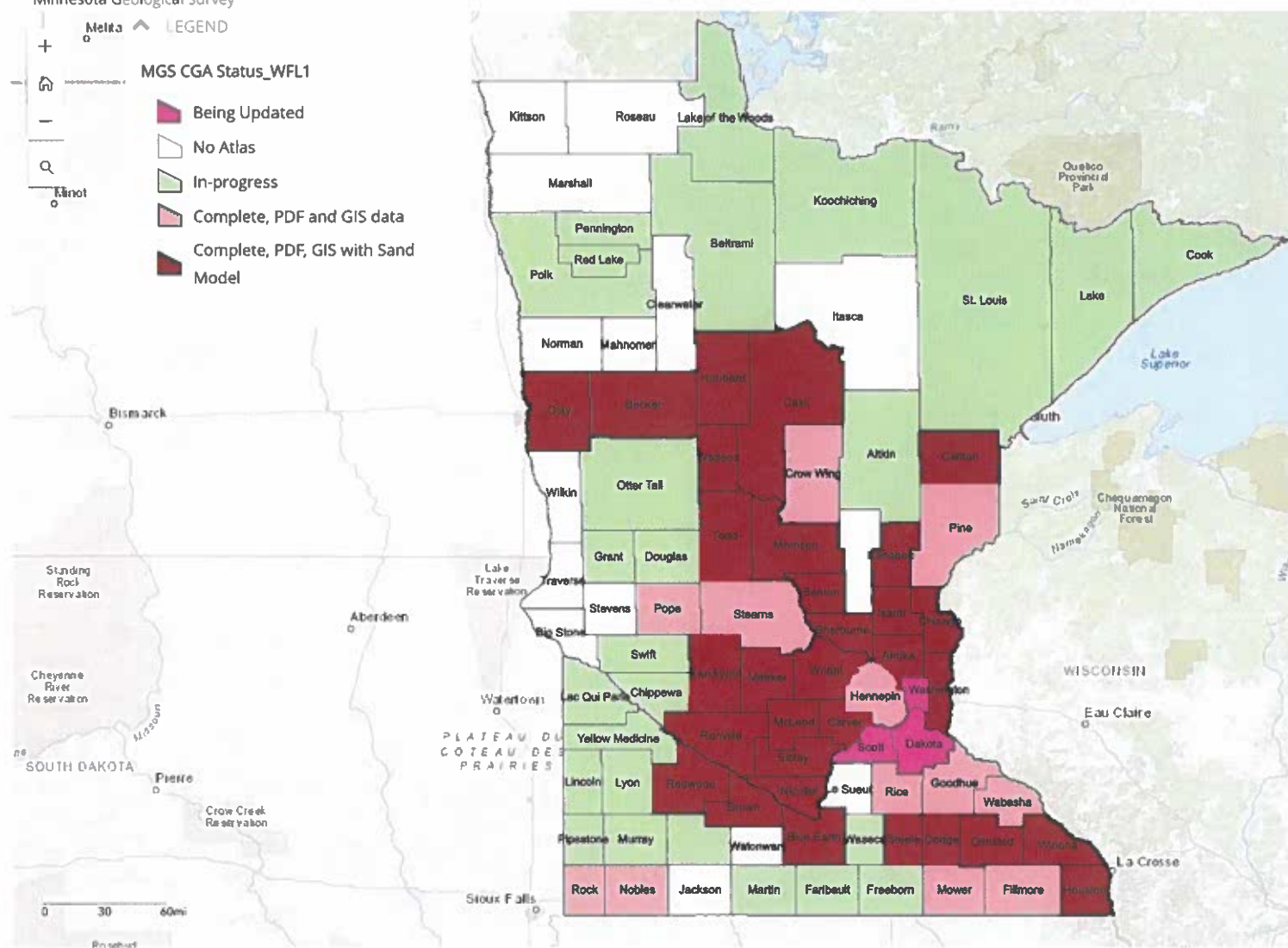
# County Geological Atlas Status Map

Minnesota Geological Survey

+ MMS  LEGEND

MGS CGA Status\_WFL1

-  Being Updated
-  No Atlas
-  In-progress
-  Complete, PDF and GIS data
-  Complete, PDF, GIS with Sand Model





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3076**

---

**DEPARTMENT:** Transportation  
**PRESENTER:** Ryan Sutherland

**TIME REQUESTED:** < 5 Minutes

---

**AGENDA ITEM:**  
Executive ATV Permit Committee

---

**BOARD ACTION REQUESTED:**  
Appoint the County Board Chair and Vice Chair to the Executive ATV Permit Committee.

**BACKGROUND:**  
The purpose of the Executive ATV Committee is to review Corridor Access Trail Applications submitted by established ATV clubs. Corridor Access Trails allow clubs to connect segments of established and signed ATV trails and apply for grant in aid funds to maintain those trails.

Since 2017, only one Corridor Access Trail application has been submitted and reviewed.

The Executive ATV Committee means a committee that is composed of the Itasca County Engineer (or their designee), the Itasca County Land Commissioner (or their designee), the Itasca County Sheriff (or their designee) and two members of the Itasca County Board of Commissioners.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

It was the consensus of the County Board to recommend the appointments of Commissioners Smith and Snyder.  
05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3087**

---

**DEPARTMENT:** Land Department

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Kory Cease

---

**AGENDA ITEM:**

Fairgrounds Campground ARP Funding

---

**BOARD ACTION REQUESTED:**

Approve use of ARP funds up to the amount of \$149,446.90 for the fairgrounds campground improvement contract.

**BACKGROUND:**

On August 10, 2022, the campground project contract was awarded to the lowest responsible bidder, Casper Construction Inc. (RBA-2022-2558). In discussion for approval of the contract, the total project funding secured was \$734,000 and the total construction funding needed for the project was \$884,446.90. The consensus of the County Board during the contract award discussion was to provide the additional funding needed through APR funding but no formal action was taken. This board action fulfills that oversight and provides official board approval to release those funds for the project.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Fairgrounds Campground Cost Update\_05\_16\_23

05/16/2023

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR REGULAR</b> | <b>NEXT: 05/23/2023 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

**FAIRGROUNDS PARK CAMPGROUND PROJECT**

| <b>CONSTRUCTION COSTS</b>                   |                      |
|---------------------------------------------|----------------------|
| Construction Contract                       | \$ 842,351.50        |
| Bid Contingency (5%)                        | \$ 38,995.40         |
| City Connection Charges                     | \$ 2,100.00          |
| <b>TOTAL- CONSTRUCTION COST</b>             | <b>\$ 883,446.90</b> |
| <b>CURRENT CONSTRUCTION FUNDING SOURCES</b> | <b>\$ 734,000.00</b> |
| <b>ADDITIONAL FUNDING NEEDED</b>            | <b>\$ 149,446.90</b> |

| <b>CURRENT CONSTRUCTION FUNDING SOURCES</b> | <b>AMOUNT</b>        |
|---------------------------------------------|----------------------|
| ITASCA COUNTY 2022 ARP FUNDS                | \$ 150,000.00        |
| ITASCA COUNTY 2021 ARP FUNDS                | \$ 220,000.00        |
| ITASCA COUNTY LAND DEPT. & PARK SYSTEM      | \$ 164,000.00        |
| IRRR DEVELOPMENT INFRASTRUCTURE             | \$ 100,000.00        |
| BLANDIN FOUNDATION                          | \$ 100,000.00        |
| <b>TOTAL CONSTRUCTION FUNDING</b>           | <b>\$ 734,000.00</b> |

Update: 5/16/2023



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3088**

---

**DEPARTMENT:** Land Department

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Kory Cease

---

**AGENDA ITEM:**

Fairgrounds Campground Fee Schedule

---

**BOARD ACTION REQUESTED:**

Discuss updating Fairgrounds Park Campground fee schedules following completion of the campground improvement project.

**BACKGROUND:**

Upon successfully upgrading the Fairgrounds Park Campground to provide electric, water and sewer hookups to 41 sites, an updated fee structure is needed.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Campground Fee Schedules

**Motion To:** Update the Fairgrounds Park Campground fee schedules to charge \$50 per night with a max stay of 14 days.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Casey Venema                                       |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

| Amenities               | Electric 30 Amp | Electric 50 Amp | Electric with Water | Water Sewer , Electric | Monthly <u>Must Occupy</u> |
|-------------------------|-----------------|-----------------|---------------------|------------------------|----------------------------|
| Prairie Lake campground |                 |                 | \$36.95             | \$44.95                |                            |
| 2 Rivers Campground     |                 | \$40.00         |                     |                        |                            |
| Lum Lake Brainard       |                 |                 | \$50.00 - \$55.00   |                        |                            |
| Corp of Engineerres     |                 |                 | \$26.00             |                        |                            |
| State Park              |                 | \$36.00         |                     | \$44.00                |                            |
| Nashwaulk               |                 |                 |                     | \$28.50                | \$450.00                   |
| Atkin County            |                 | \$20.00         |                     |                        |                            |
| Bowen Lodge             |                 | \$24.00         |                     |                        |                            |
| Fairgrounds             | \$30.00         | \$35.00         |                     |                        | \$600.00                   |

# **NOTICE**

**Starting on August 12th, 2022**

**FEES FOR CAMPSITES AT BASS LAKE PARK**

**WILL BE CHANGED TO**

**TENTING ONLY SITES IN LOOP D -      \$15.00 PER NIGHT**  
**(Tenting Area)**

**NON - ELECTRIC SITES IN LOOP B & C -      \$20.00 PER NIGHT**

**ELECTRIC SITES IN LOOP A -      \$30.00 PER NIGHT**

**BY ORDER OF THE ITASCA COUNTY BOARD - JUNE 28, 2022**

**Itasca County Land Department – 218 327-2855**



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

---

**REQUEST FOR BOARD ACTION: RBA-2023-3077**

---

**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Larry Sutherland

---

**AGENDA ITEM:**

Letter of Support

---

**BOARD ACTION REQUESTED:**

Approve a Letter of Support and Communication regarding DNR Mineral Lease decision at Mesabi  
Metallics.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Resolution Language
2. Mesabi Metallics Handouts

**Motion To:** Adopt the Resolution Re: State Mineral Leases Proposed Distribution Near Nashwauk  
and approve a Letter of Support and Communication regarding DNR Mineral Lease decision at  
Mesabi Metallics.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner John Johnson                                       |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | 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, May 16, 2023

---

**RESOLUTION 2023-26**

---

**RE: STATE MINERAL LEASES PROPOSED DISTRIBUTION NEAR NASHWAUK**

**WHEREAS**, Minnesota Statutes Chapter 93.001 states that "It is the policy of the state to provide for the diversification of the state's mineral economy through long-term support of mineral exploration, evaluation, environmental research, development, production, and commercialization."

**WHEREAS**, The Minnesota DNR, on May 4, 2023 has recommended issuance of State mineral leases for 66 parcels near Nashwauk for mineral extraction solely to Cleveland Cliffs and the same is likely to be considered by the Minnesota Executive Council on May 25, 2023 and if approved, the DNR will award these leases to Cleveland Cliffs.

**WHEREAS**, the Itasca County Board and its municipalities and surrounding Iron Range communities, have an immediate and ongoing interest in ensuring that the State of Minnesota mineral leases are distributed to maximize the socio economic benefits to Itasca County and its surrounding regions, to support multi-generational sustainable job creation and the School Trust Land Fund.

**WHEREAS**, Mesabi Metallics, an ongoing mining and pelletization project in Itasca County has the following attributes which are beneficial for the entire Iron Range and the people and State of Minnesota as a whole and thus it is of vital importance that this project is allowed to be completed and have sufficient taconite reserves for at least 30 years of mine life:

**Jobs**

1000 – Construction union jobs during the construction period over the next 2 years  
350 – New long term, multi-generational jobs during operations  
700 – Indirect jobs

Expected economic Benefits of the project to the Itasca County and the State of Minnesota over the mine life of 30 years

**Investments**

Over \$ 800 Million in continuing investment in the present project  
Over \$ 1 Billion potential investment in the value added DRI facility

**Revenues**

Over \$ 500 M to the School Trust Land Fund  
Over \$ 300 M to the Itasca County  
Over \$ 100 M to the DNR

**WHEREAS**, Itasca County is further cognizant to preserve the 750 jobs at Hibtac which is expected to run out of taconite reserves after 2026.

**WHEREAS**, the County would therefore like to suggest a win-win proposal by which all of the above objectives are achieved for the benefit of all stakeholders including Itasca County, the Iron Range and all Minnesotans.

**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Board of Commissioners recommend that the DNR amend its current mineral lease proposal and distribute the mineral leases between both Mesabi and Hibtac such that each operation has enough taconite reserves for their sustainable mining operations;

**AND FURTHER BE IT RESOLVED**, that the leases thus proposed to be awarded to Mesabi may be kept in reserve until such time as the pellet plant construction has progressed sufficiently such that it is in a position to commence operations in 9 months thereafter, leases will be provided so that crude ore may be ready for processing.

**AND FURTHER BE IT RESOLVED**, that the Itasca County Board of Commissioners requests the Executive Council scheduled to meet on May 25, 2023 to amend the decision made by the DNR such that the State mineral leases are studied and distributed between the two companies in a fair, equitable and transparent manner to the benefit of each company's business plans going forward and which would be in the best interests of the State.

**AND FURTHER BE IT RESOLVED**, that the Itasca County Board of Commissioners be authorized to take such actions as may be required during this period till May 25, 2023 in furtherance of this resolution including calling on the members of the Executive Council, the DNR and any other relevant people and if required also take such legal steps if necessary.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner John Johnson                                       |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | 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 16th day of May 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 16th day of May A.D. 2023.



Administrator

**RE: STATE MINERAL LEASES PROPOSED DISTRIBUTION NEAR NASHWAUK**

**WHEREAS**, Minnesota Statutes Chapter 93.001 states that "It is the policy of the state to provide for the diversification of the state's mineral economy through long-term support of mineral exploration, evaluation, environmental research, development, production, and commercialization."

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**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Board of Commissioners recommend that the DNR amend its current mineral lease proposal and distribute the mineral leases between both Mesabi and Hibtac such that each operation has enough taconite reserves for their sustainable mining operations;

**AND FURTHER BE IT RESOLVED**, that the leases thus proposed to be awarded to Mesabi may be kept in reserve until such time as the pellet plant construction has progressed sufficiently such that it is in a position to commence operations in 9 months thereafter, leases will be provided so that crude ore may be ready for processing.

**AND FURTHER BE IT RESOLVED**, that the Itasca County Board of Commissioners requests the Executive Council scheduled to meet on May 25, 2023 to amend the decision made by the DNR such that the State mineral leases are studied and distributed between the two companies in a fair, equitable and transparent manner to the benefit of each company's business plans going forward and which would be in the best interests of the State.

**AND FURTHER BE IT RESOLVED**, that the Itasca County Board of Commissioners be authorized to take such actions as may be required during this period till May 25, 2023 in furtherance of this resolution including calling on the members of the Executive Council, the DNR and any other relevant people and if required also take such legal steps if necessary.



## **Mesabi Metallics – Submission to Itasca County Board of Commissioners**

**16<sup>th</sup> May 2023**

|                                                           |                                                                                                             |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Submission by Larry Sutherland – President and COO</b> |                                                                                                             |
| <b>Enclosures</b>                                         |                                                                                                             |
| <b>1. Construction Plan</b>                               |                                                                                                             |
| a.                                                        | Construction Schedule                                                                                       |
| b.                                                        | Construction Workforce                                                                                      |
| <b>2. Essar and Investment till date</b>                  |                                                                                                             |
| a.                                                        | Essar Brochure (attached separately)                                                                        |
| b.                                                        | Mesabi Metallics Auditor Confirmation – Investment since 2017 and payments made to Itasca County/ DEED/ DNR |



## **Mesabi Metallics**

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**Presented by Larry Sutherland, President and Chief Operating Officer of Mesabi Metallics at the meeting of Itasca County, Board of Commissioners, Grand Rapids at 2.30 pm on Tuesday, May 16, 2023 at the Itasca County Boardroom**

### **1. Preamble / Background**

- Mesabi Metallics Company LLC is building 7 million ton per annum taconite mining and palletization project in Nashwauk, Minnesota. Investment of \$ 1.5 billion has been made till date. Further investment of \$ 800 million is expected to be made till the completion of the pellet plant with the further potential to build a value added DRI project.
- Unfortunately, the project had a history of delays caused due to various external circumstances. Mesabi Metallics has however continued to persist to complete the project in an efficient manner.
- Construction of the project has been accelerated since April this year and several million dollars have now been further committed by the company to invest in the project which is now scheduled to be completed by 31 March 2026.
- DNR Leases: It is critical for the realization of the project that the state mineral leases are available which Mesabi Metallics were holding but were terminated by State of Minnesota Department of Natural Resources (DNR) in year 2021.

Recently, DNR has recommended the award of state leases to Cleveland Cliffs on 4 May 2023. This recommendation is expected to be placed before the Executive Council for approval on 25 May 2023. These state leases are critically important for the Mesabi Metallics plant.

- Itasca County and its community will be severely affected if this decision of DNR is approved by the Executive Council.
- Cleveland Cliffs has stated that Hibbing Taconite plant operations will be closed in 4 to 6 years leading to loss of 750 jobs if the state mineral leases are not awarded to it.

### **2. Status of the project**

- Engineering: Approx. 80% of engineering design completed; has been ongoing for last 2 years and remaining to be completed in next 3 months
- Procurement: Majority of plant and machinery, associated equipments and material of value over \$500 million are on site;

- Construction: Construction of project is 50% complete and approx. 4.0 million labor hours have been spent on the project; Construction work has been accelerated since 1 April 2023; Earthwork and civil engineering works has been substantially completed; Balance of Construction will be completed and
- commercial operations are expected to commence by March 2026. Mesabi Metallics has also released advances to various vendors including local contractors to accelerate the construction schedule for the plant
- All taxes and Royalties payable to DNR / Itasca County have been paid. Mesabi is in good standing with all of its obligations

### **3. About Essar**

Essar is the holding company of Mesabi Metallics. Essar is a global investor which owns a number of world-class assets diversified across the core sectors. Essar has a net-worth of over \$ 6bn as of March 2022 and its portfolio companies have aggregate revenues of around US\$15 billion and employ over 7,000 people including 2,000 people employed in the United States by its portfolio company Black Box Limited – US based IT solutions provider in systems integration operations.

### **4. Benefits to the Itasca County, School Districts, Iron range and State of Minnesota**

- Mesabi Metallics will complete the pellet plant construction and this will lead to creation of 1000 construction union jobs, 350 new direct jobs and 700 indirect jobs
- This will further lead to significant socio economic benefits to the local community, school districts and counties over the life of mine. It is estimated that the Mesabi Metallics project will contribute approximately
  - \$500 million to the School and University trust land funds
  - \$300 million revenues to Itasca County; and
  - \$100 million revenues to DNR

### **5. Mesabi Metallics' vision to aid to the Green Steel Production in the US**

- Mesabi Metallics also plans to grow with value added DRI project and pave a definitive path to Green Steel production in the United States by investing in the development of the value added DRI plant at an investment of over \$ 1 billion adjacent to its pelletization plant which will be a path to the production of Green Steel in the United States. DRI from Mesabi Metallics will enable Mesabi Iron range to emerge as the leading low carbon steel making region in the United States with lowest carbon footprint, as the United States achieves its NET ZERO target by the year 2050. This combined facility, once operational will be one of the largest in terms of revenue generation and job creation on the entire Iron Range of Minnesota.

- This additional investment in the value added DRI plant in the Iron range shall create employment opportunities for 1500 people from the local communities during the construction period and thereafter generate permanent employment for 250 people in addition to the pelletizing facility.

**6. Support requested from the Board of Commissioners of Itasca County**

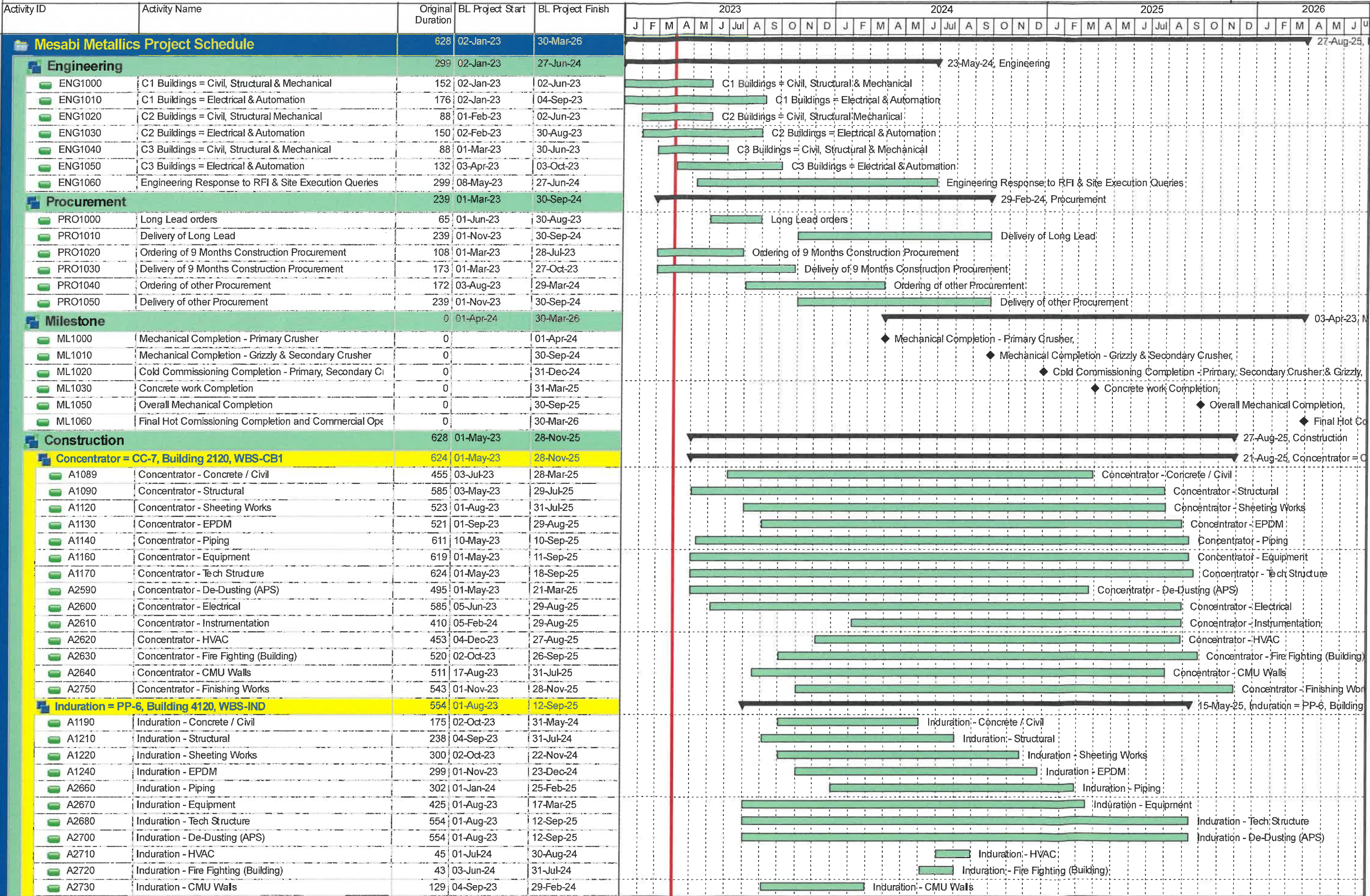
- Mesabi Metallics Project is significantly advanced, has all relevant permits in place and reinstatement of state leases can see taconite being mined and processed at the Nashwauk site by March 2026.
- In view of the criticality of this project and investment, in support of multi-generational future of the people of Itasca County, the local communities, the Iron Range, the State of Minnesota and all Minnesotans, and in view of the various socio economic benefits that the successful completion of this project brings, Mesabi Metallics requests support of the Board of Commissioners of Itasca County to take any such actions as necessary to ensure that the interests of all stakeholders are protected in a fair and just manner.



CORPORATE FILM



CORPORATE BROCHURE



Actual Work Milestone Remaining Work summary

Page 2 of 6

TASK filter: All Activities

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                                                                                         |
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| <div style="display: flex; align-items: center; gap: 10px;"> <div style="width: 20px; height: 10px; background-color: #0056b3; border: 1px solid black;"></div> Actual Work             <div style="width: 20px; height: 10px; background-color: #0056b3; border: 1px solid black; margin: 0 5px;"></div> Milestone           </div> <div style="display: flex; align-items: center; gap: 10px; margin-top: 5px;"> <div style="width: 20px; height: 10px; background-color: #92d050; border: 1px solid black;"></div> Remaining Work             <div style="width: 20px; height: 10px; background-color: #92d050; border: 1px solid black; margin: 0 5px;"></div> summary           </div> | Page 4 of 6 | TASK filter: All Activities <div style="text-align: right; margin-top: 5px;">© Oracle Corporation</div> |
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 Actual Work
 Milestone
 Remaining Work
 summary

Page 6 of 6

TASK filter: All Activities

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Mesabi Metallics  
Man Power Histogram

Construction Manpower for Accelerated work start on 1st April 23 and Commercial Operations by 31st March 2026

Date: 05/14/2023

| Trade                    | Union Halls                         | Apr'23 | May'23 | Jun'23 | Jul'23 | Aug'23  | Sep'23  | Oct'23  | Nov'23  | Dec'23  | Jan'24  | Feb'24  | Mar'24  | Apr'24    | May'24    | Jun'24    | Jul'24    | Aug'24    | Sep'24    | Oct'24    | Nov'24    | Dec'24    | Jan'25    | Feb'25    | Mar'25    | Apr'25    | May'25    | Jun'25    | Jul'25    | Aug'25    | Sep'25    | Oct'25    | Nov'25    | Dec'25    | Jan'26    | Feb'26    | Mar'26    |
|--------------------------|-------------------------------------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Concrete                 | Bricklayers, Laborers, 49ers        | -      | -      | 9      | 17     | 57      | 87      | 69      | 57      | 28      | 18      | 10      | 16      | 18        | 10        | 8         | 10        | 11        | 12        | 9         | 8         | 6         | 2         | 2         | 1         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Earth Works              | Carpenters, Plasters, & Mason       | -      | -      | -      | -      | -       | -       | -       | 6       | 11      | 17      | 26      | 31      | 34        | 31        | 26        | 26        | 28        | 26        | 23        | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| CMU Wall                 |                                     | -      | -      | -      | -      | 4       | 10      | 24      | 32      | 30      | 20      | 11      | 13      | 15        | 6         | 5         | 5         | 3         | 2         | 2         | 2         | 2         | 2         | 3         | 3         | 2         | 2         | 1         | -         | -         | -         | -         | -         | -         | -         | -         |           |
| Sub Total                |                                     | -      | -      | 9      | 17     | 61      | 97      | 93      | 95      | 69      | 55      | 46      | 61      | 67        | 47        | 39        | 41        | 43        | 40        | 34        | 10        | 8         | 4         | 4         | 4         | 3         | 2         | 2         | 1         | -         | -         | -         | -         | -         | -         | -         |           |
| Structural               | Iron Workers, 49ers                 | 22     | 32     | 32     | 32     | 53      | 76      | 102     | 114     | 115     | 101     | 62      | 93      | 96        | 90        | 97        | 80        | 49        | 35        | 29        | 22        | 15        | 6         | 6         | 16        | 29        | 31        | 28        | -         | -         | -         | -         | -         | -         | -         | -         |           |
|                          | Iron Workers, Roofers, 49ers        | -      | -      | -      | -      | 4       | 12      | 20      | 30      | 29      | 37      | 43      | 67      | 58        | 44        | 30        | 32        | 15        | 10        | 10        | 5         | 3         | 3         | 3         | 4         | 5         | 6         | 7         | 5         | -         | -         | -         | -         | -         | -         | -         |           |
| Sheeting                 |                                     | -      | -      | -      | -      | 4       | 12      | 20      | 30      | 29      | 37      | 43      | 67      | 58        | 44        | 30        | 32        | 15        | 10        | 10        | 5         | 3         | 3         | 3         | 4         | 5         | 6         | 7         | 5         | -         | -         | -         | -         | -         | -         | -         |           |
| Tech Structure           | Iron Workers, Painters, 49ers       | -      | 0      | 1      | 2      | 12      | 19      | 31      | 43      | 37      | 32      | 28      | 35      | 34        | 35        | 31        | 24        | 23        | 13        | 14        | 17        | 13        | 10        | 10        | 14        | 24        | 28        | 31        | 30        | 25        | 20        | -         | -         | -         | -         | -         |           |
| Equipment                | Iron Workers                        | -      | 1      | 13     | 17     | 30      | 39      | 54      | 61      | 44      | 42      | 41      | 58      | 73        | 83        | 73        | 69        | 52        | 39        | 35        | 25        | 20        | 12        | 10        | 12        | 21        | 25        | 27        | 29        | 23        | 22        | -         | -         | -         | -         | -         |           |
| Sub Total                |                                     | 22     | 33     | 47     | 51     | 100     | 146     | 208     | 248     | 226     | 212     | 174     | 253     | 262       | 252       | 231       | 194       | 140       | 97        | 88        | 69        | 51        | 31        | 29        | 46        | 78        | 90        | 90        | 64        | 48        | 43        | -         | -         | -         | -         | -         |           |
| Piping                   | Plumping & Pipefitters, Painters    | -      | 2      | 18     | 30     | 49      | 84      | 101     | 97      | 84      | 86      | 82      | 133     | 158       | 174       | 173       | 182       | 193       | 178       | 157       | 129       | 95        | 73        | 46        | 16        | 21        | 21        | 24        | 17        | 16        | 15        | -         | -         | -         | -         | -         |           |
|                          | Iron Workers, Boilermaker, Painters | -      | -      | 10     | 24     | 30      | 35      | 47      | 45      | 40      | 35      | 28      | 30      | 37        | 41        | 38        | 36        | 33        | 26        | 21        | 27        | 21        | 19        | 16        | 19        | 28        | 32        | 35        | 39        | 33        | 28        | -         | -         | -         | -         | -         |           |
| De Dusting / APS         |                                     | -      | -      | 10     | 24     | 30      | 35      | 47      | 45      | 40      | 35      | 28      | 30      | 37        | 41        | 38        | 36        | 33        | 26        | 21        | 27        | 21        | 19        | 16        | 19        | 28        | 32        | 35        | 39        | 33        | 28        | -         | -         | -         | -         | -         |           |
| EPDM                     | Roofers                             | -      | -      | -      | -      | -       | 1       | 2       | 4       | 6       | 5       | 2       | 4       | 5         | 4         | 4         | 4         | 4         | 4         | 3         | 3         | 3         | 2         | 2         | 1         | 1         | 2         | 2         | 2         | 2         | 2         | -         | -         | -         | -         | -         |           |
| HVAC                     | Sheet Metal Workers                 | -      | -      | -      | -      | -       | 0       | 1       | 2       | 2       | 1       | 1       | 2       | 2         | 2         | 2         | 2         | 2         | 2         | 4         | 4         | 4         | 5         | 6         | 8         | 12        | 12        | 12        | 12        | 7         | 7         | 5         | 5         | 5         | -         | -         |           |
| Finishing Works          | Carpenters, Plasters & Mason        | -      | -      | -      | -      | -       | -       | 1       | 2       | 3       | 2       | 3       | 4       | 5         | 7         | 7         | 8         | 7         | 8         | 4         | 4         | 3         | 1         | 0         | 0         | 0         | 1         | 1         | 1         | 3         | 3         | 3         | 3         | 3         | 2         | 1         | -         |
| Electrical               | Electrical                          | -      | -      | -      | -      | -       | 24      | 30      | 30      | 30      | 38      | 70      | 102     | 121       | 174       | 193       | 176       | 131       | 131       | 102       | 71        | 55        | 36        | 36        | 24        | 27        | 27        | 27        | 27        | 27        | 27        | 18        | 12        | 10        | 10        | 10        | 7         |
| Instrumentation          | Electrical                          | -      | -      | -      | -      | -       | -       | -       | -       | -       | -       | 6       | 18      | 25        | 70        | 95        | 133       | 91        | 63        | 68        | 75        | 64        | 31        | 24        | 33        | 11        | 11        | 11        | 11        | 11        | 11        | 11        | 11        | 11        | 4         | 2         | 2         |
| Refractory & Insulation  | Insulators, Specialized             | -      | -      | -      | -      | 32      | 32      | 27      | 27      | 27      | 16      | 16      | 22      | 27        | 32        | 32        | 32        | 32        | 32        | 32        | 27        | 22        | 16        | 16        | 22        | 11        | 5         | -         | -         | -         | -         | -         | -         | -         | -         | -         |           |
| Misc. & Balance Works    | Iron Workers                        | -      | 2      | 2      | 2      | 2       | 3       | 3       | 3       | 2       | 2       | 2       | 2       | 2         | 2         | 2         | 2         | 2         | 3         | 3         | 3         | 2         | 2         | 2         | 2         | 2         | 2         | 2         | 5         | 10        | 10        | 10        | 8         | 7         | 7         | 5         | 4         |
|                          | Plumping & Pipefitting, Painting    | -      | -      | -      | -      | -       | -       | 1       | 1       | 1       | 1       | 2       | 3       | 3         | 4         | 5         | 5         | 4         | 2         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 1         | 2         | 3         | 3         | 3         | 3         | 3         | 4         | 5         | -         | -         |
| Fire Fighting (Building) |                                     | -      | -      | -      | -      | -       | -       | -       | -       | -       | 0       | 2       | 4       | 8         | 8         | 5         | 2         | 1         | 1         | 1         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Fire Fighting (Conveyor) | Plumping & Pipefitting, Painting    | -      | -      | -      | -      | -       | -       | -       | -       | -       | 0       | 2       | 4       | 8         | 8         | 5         | 2         | 1         | 1         | 1         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |
| Monthly Manpower         |                                     | 22     | 37     | 86     | 124    | 275     | 423     | 513     | 553     | 490     | 454     | 433     | 636     | 721       | 817       | 827       | 816       | 684       | 587       | 517       | 423       | 328       | 221       | 180       | 176       | 195       | 205       | 207       | 181       | 159       | 147       | 49        | 42        | 40        | 28        | 18        | 18        |
| Monthly Manhours         |                                     | 4,752  | 7,954  | 18,565 | 26,848 | 59,376  | 91,383  | 110,759 | 119,385 | 105,864 | 98,081  | 93,441  | 137,414 | 155,632   | 176,453   | 178,642   | 176,171   | 147,886   | 126,751   | 111,654   | 91,283    | 70,915    | 47,715    | 38,933    | 38,030    | 42,187    | 44,288    | 44,754    | 39,179    | 34,407    | 31,649    | 10,687    | 9,046     | 8,640     | 6,048     | 3,888     | 3,888     |
| Cumulative Manhours      |                                     | 4,752  | 12,706 | 31,270 | 58,118 | 117,494 | 208,878 | 319,637 | 439,022 | 544,886 | 642,967 | 736,407 | 873,821 | 1,029,452 | 1,205,905 | 1,384,548 | 1,560,719 | 1,708,405 | 1,835,157 | 1,946,810 | 2,038,093 | 2,109,008 | 2,156,723 | 2,195,656 | 2,233,686 | 2,275,873 | 2,320,161 | 2,364,915 | 2,404,094 | 2,438,501 | 2,470,150 | 2,480,837 | 2,489,883 | 2,498,523 | 2,504,571 | 2,508,459 | 2,512,347 |

| Trade                    | Union                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------------|
| Bricklayers              | International union of Bricklayers & Allied Craftworkers                                                      |
| Carpenters               | International Brotherhood of Carpenters & Joiner of America                                                   |
| Mason                    | Operative Plasters' and Cement Mason's International Associate of the US and Canada                           |
| Elevators Work           | International Union of Elevator Constructors                                                                  |
| Electrical               | International Brotherhood of Electrical Workers                                                               |
| Iron Workers             | International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers ( Local Union # 512) |
| Painters                 | International Union of painters & Allied Traders, AFL-CIO, CLC                                                |
| Plumbing and Pipefitters | United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the US & Canada      |
| Roofers & Waterproofers  | United Union of Roofers, Waterproofers and Allied Workers                                                     |
| Boilermaker              | International Brotherhood of Boilermakers, Iron Ship builder, Blacksmiths, Forgers & Helpers                  |
| Sheet Metal Work         | Sheet Metal Workers' International Association                                                                |
| Teamsters                | International Brotherhood of Teamsters                                                                        |
| Labors                   | Laborers' International Union of North America                                                                |

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MESABI METALLICS COMPANY LLC

AGREED-UPON PROCEDURES REPORT

OCTOBER 28, 2016 THROUGH MAY 11, 2023



A Professional Limited Liability Company

## Executive Summary

May 15, 2023

The attached agreed-upon procedures report does not constitute an examination or review, and we will not express an opinion or conclusion on the schedules of equity contributions of Mesabi Metallics Company LLC (the Company), loans to the Company from affiliates, and payments to Itasca County, the Minnesota Department of Natural Resources, and the Minnesota Department of Employment and Economic Development as prepared by management of the Company. For ease of use, below is a summary of the results of our procedures. Please see the full Independent Accountant's Report on Applying Agreed-Upon Procedures for the nature and scope of this engagement, as well as a complete listing of procedures performed, results, and any applicable attachments.

1. The Company's equity contributions and loans from the Company's current or former affiliates (Mesabi Investment LLC, formerly Chippewa Capital Partners LLC; Essar Capital Limited; Essar Energy Holdings Limited; Nubai Global Investment Limited; and Merida Natural Resources LLC) as noted in the attached "Schedule of Cash Contributions Received" were agreed to bank statements, documentation supporting a payment made to another party on behalf of the Company, or audited financial statements with accompanying notes. **These transactions total \$374,318,253.28 in equity contributions and loans from the Company's current or former affiliates.**
2. Total payments made by the Company to Itasca County, MN DNR, and DEED, per the schedules above, were agreed to bank statements, check copies, or Letter of Credit issued on behalf of the MN DNR. **These transactions total \$5,941,666.31 to Itasca County, \$34,905,966.12 to MN DNR, and \$27,497,439.50 to DEED, for a grand total of \$68,345,071.93.**



## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Mesabi Metallics Company LLC  
17113 County Road 58  
Nashwauk, Minnesota 55769

We have performed the procedures enumerated below on certain schedules of equity contributions to Mesabi Metallics Company LLC (the Company), loans to the Company from affiliates, and payments to Itasca County, the Minnesota Department of Natural Resources, and the Minnesota Department of Employment and Economic Development as prepared by management of the Company for the period of October 28, 2016 through May 11, 2023. The Company's management is responsible for the schedules of equity contributions to the Company, loans to the Company from affiliates, and payments to Itasca County, the Minnesota Department of Natural Resources, and the Minnesota Department of Employment and Economic Development.

The Company has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the engagement as outlined in the procedures below. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. **Agree the Company's equity contributions and loans from the Company's current or former affiliates (Mesabi Investment LLC, formerly Chippewa Capital Partners LLC; Essar Capital Limited; Essar Energy Holdings Limited; Nubai Global Investment Limited; and Merida Natural Resources LLC) as noted in the attached "Schedule of Cash Contributions Received" to bank statements, documentation supporting a payment made to another party on behalf of the Company, or audited financial statements with accompanying notes. The Company's "Schedule of Cash Contributions Received" is prepared by management to represent loans or equity contributions to the Company since April 28, 2017.**

**Results – The Company's equity contributions and loans from the Company's current or former affiliates (Mesabi Investment LLC, formerly Chippewa Capital Partners LLC; Essar Capital Limited; Essar Energy Holdings Limited; Nubai Global Investment Limited; and Merida Natural Resources LLC) as noted in the attached "Schedule of Cash Contributions Received" were agreed to bank statements, documentation supporting a payment made to another party on behalf of the Company, or audited financial statements with accompanying notes. These transactions total \$374,318,253.28 in equity contributions and loans from the Company's current or former affiliates.**

The Virginia Center  
1411 Virginia Street, East  
Suite 100  
Charleston, WV 25301

MAIN (304) 343-4126  
FAX (304) 343-8008

The Rivers Office Park  
200 Star Avenue | Suite 220  
PO Box 149  
Parkersburg, WV 26102

MAIN (304) 485-6584  
FAX (304) 485-0971

Suncrest Towne Centre  
453 Suncrest Towne Centre Drive  
Suite 201  
Morgantown, WV 26505

MAIN (304) 554-3371  
FAX (304) 554-3410

suttlecpas.com  
cpa@suttlecpas.com

2. Agree total payments made by the Company to Itasca County, Minnesota Department of Natural Resources (MN DNR), and Minnesota Department of Employment and Economic Development (DEED) per the schedules below to bank statements, check copies, or Letter of Credit issued on behalf of the MN DNR.

**Itasca County:**

| Date       | Amount        |
|------------|---------------|
| 10/28/2016 | \$ 146,651.00 |
| 5/15/2017  | 334,248.32    |
| 10/1/2017  | 324,862.00    |
| 5/14/2018  | 351,101.32    |
| 10/12/2018 | 341,563.00    |
| 5/10/2019  | 450,203.32    |
| 5/10/2019  | 3,677.00      |
| 6/17/2019  | 2,667.60      |
| 1/23/2020  | 1,043.00      |
| 1/23/2020  | 305.00        |
| 1/23/2020  | 751.00        |
| 1/23/2020  | 708.00        |
| 1/23/2020  | 803.00        |
| 1/23/2020  | 503.00        |
| 1/24/2020  | 558.11        |
| 5/13/2020  | 2,939.27      |
| 5/13/2020  | 2,560.00      |
| 5/13/2020  | 574.00        |
| 5/13/2020  | 540.00        |
| 5/13/2020  | 3,427.00      |
| 5/13/2020  | 429.00        |
| 5/13/2020  | 545.00        |
| 5/13/2020  | 3,943.00      |
| 5/13/2020  | 518.00        |
| 9/4/2020   | 439,553.00    |
| 11/3/2020  | 450,753.32    |
| 11/3/2020  | 282.00        |
| 11/3/2020  | 220.00        |
| 11/3/2020  | 301.00        |
| 11/3/2020  | 205.00        |
| 11/3/2020  | 213.00        |
| 11/3/2020  | 3,179.00      |
| 11/3/2020  | 2,560.00      |
| 3/26/2021  | 239.87        |
| 3/26/2021  | 196.20        |
| 5/24/2021  | 249.00        |
| 5/25/2021  | 388.00        |

|              |                        |
|--------------|------------------------|
| 5/25/2021    | 384.00                 |
| 5/25/2021    | 1,537.00               |
| 5/25/2021    | 242.00                 |
| 5/25/2021    | 388.00                 |
| 10/21/2021   | 249.00                 |
| 11/5/2021    | 834.00                 |
| 11/5/2021    | 307.00                 |
| 2/7/2022     | 300.32                 |
| 2/10/2022    | 443,365.00             |
| 4/21/2022    | 42.50                  |
| 5/13/2022    | 380.00                 |
| 5/13/2022    | 378.00                 |
| 5/13/2022    | 1,496.00               |
| 5/13/2022    | 234.00                 |
| 5/13/2022    | 380.00                 |
| 5/13/2022    | 261.00                 |
| 5/13/2022    | 8,300.20               |
| 7/5/2022     | 5,865.08               |
| 7/8/2022     | 2,146.00               |
| 7/19/2022    | 500,000.00             |
| 7/22/2022    | 193.14                 |
| 9/7/2022     | 474,319.00             |
| 10/14/2022   | 1,199,656.93           |
| 10/14/2022   | 9,397.29               |
| 10/14/2022   | 1,114.00               |
| 10/14/2022   | 261.00                 |
| 4/27/2023    | 408,971.52             |
| 4/27/2023    | 362.00                 |
| 4/27/2023    | 222.00                 |
| 4/27/2023    | 1,550.00               |
| 4/27/2023    | 356.00                 |
| 4/27/2023    | 362.00                 |
| 4/27/2023    | 4,144.00               |
| 4/27/2023    | 209.00                 |
| <b>Total</b> | <b>\$ 5,941,666.31</b> |

**MN DNR:**

| Date       | Amount           |
|------------|------------------|
| 8/15/2016  | \$ 360,276.00    |
| 9/27/2016  | 21,615.84        |
| 4/14/2017  | 60,382.50        |
| 7/19/2017  | 60,382.50        |
| 10/18/2017 | 60,382.50        |
| 1/17/2018  | 60,382.50        |
| 4/20/2018  | 60,382.50        |
| 7/19/2018  | 60,382.50        |
| 10/19/2018 | 60,382.50        |
| 1/18/2019  | 120,765.00       |
| 4/17/2019  | 120,765.00       |
| 7/18/2019  | 60,382.50        |
| 7/29/2019^ | 3,030,075.00     |
| 10/18/2019 | 120,765.00       |
| 7/30/2020  | 241,530.00       |
| 11/30/2020 | 11,516,940.00    |
| 2/22/2021  | 362,295.00       |
| 4/19/2021  | 60,382.50        |
| 5/11/2023  | 134,701.28       |
| 5/11/2023  | 3,000,000.00     |
| 5/11/2023  | 15,332,795.50    |
| Total      | \$ 34,905,966.12 |

^Note: Per management of the Company, this payment was made on behalf of the MN DNR to the Bank of Baroda related to a \$3,000,000.00 Letter of Credit and related bank charges.

**DEED:**

| Date        | Amount           |
|-------------|------------------|
| 11/30/2020  | \$ 13,000,000.00 |
| 12/28/2021* | 7,248,719.75     |
| 12/29/2022* | 7,248,719.75     |
| Total       | \$ 27,497,439.50 |

\*Note: These payments were remitted to Itasca County pursuant to the Company's royalty agreement with Itasca County.

**Results** – Total payments made by the Company to Itasca County, MN DNR, and DEED, per the schedules above, were agreed to bank statements, check copies, or Letter of Credit issued on behalf of the MN DNR. These transactions total \$5,941,666.31 to Itasca County, \$34,905,966.12 to MN DNR, and \$27,497,439.50 to DEED, for a grand total of \$68,345,071.93.

\* \* \* \* \*

We were engaged by the Company to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the schedules of equity contributions to the Company, loans to the Company from affiliates, and payments to Itasca County, the Minnesota Department of Natural Resources, and the Minnesota Department of Employment and Economic Development as prepared by management of the Company. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

The Company is the only party that acknowledged the appropriateness of the procedures performed. We make no representation that the procedures are appropriate for any other purpose.

A handwritten signature in cursive script that reads "Seattle & Stalnak, PLLC".

Charleston, West Virginia  
May 15, 2023

**Schedule of Cash Contributions Received**

| Date       | Total          |
|------------|----------------|
| 4/28/2017  | 10,000,000.00  |
| 7/13/2017  | 2,500,000.00   |
| 8/1/2017   | 3,700,000.00   |
| 9/19/2017  | 600,000.00     |
| 9/20/2017  | 400,000.00     |
| 9/29/2017  | 250,000.00     |
| 10/2/2017  | 750,000.00     |
| 10/10/2017 | 700,000.00     |
| 10/10/2017 | 500,000.00     |
| 10/17/2017 | 300,000.00     |
| 10/25/2017 | 1,661,000.00   |
| 11/13/2017 | 500,000.00     |
| 11/14/2017 | 500,000.00     |
| 12/1/2017  | 300,000.00     |
| 12/5/2017  | 450,000.00     |
| 12/7/2017  | 460,000.00     |
| 12/15/2017 | 500,000.00     |
| 12/18/2017 | 1,400,000.00   |
| 12/22/2017 | 34,256,675.81  |
| 12/22/2017 | 28,421,877.09  |
| 12/22/2017 | 74,800,672.28  |
| 5/31/2018  | 18,524,726.60  |
| 4/10/2018  | 1,500,000.00   |
| 4/24/2018  | 8,000,000.00   |
| 5/21/2018  | 2,250,000.00   |
| 6/21/2018  | 1,500,000.00   |
| 7/18/2018  | 1,900,000.00   |
| 8/2/2018   | 500,000.00     |
| 8/7/2018   | 3,464,860.00   |
| 8/31/2018  | 3,000,000.00   |
| 9/27/2018  | 250,000.00     |
| 9/28/2018  | 4,250,000.00   |
| 11/26/2018 | 970,900.00     |
| 12/12/2018 | 750,000.00     |
| 12/28/2018 | 2,400,000.00   |
| 1/18/2019  | 2,427,250.00   |
| 2/26/2019  | (1,250,000.00) |
| 3/12/2019  | -              |
| 3/26/2019  | 1,000,000.00   |
| 4/10/2019  | 200,000.00     |
| 4/11/2019  | 230,000.00     |
| 4/15/2019  | 630,000.00     |
| 4/29/2019  | 60,000.00      |

| Date       | Total          |
|------------|----------------|
| 5/2/2019   | 1,514,604.00   |
| 5/3/2019   | 1,454,604.00   |
| 5/3/2019   | (1,514,604.00) |
| 5/17/2019  | 1,750,000.00   |
| 6/17/2019  | 250,000.00     |
| 6/18/2019  | 110,000.00     |
| 6/28/2019  | 525,000.00     |
| 7/5/2019   | 750,000.00     |
| 7/24/2019  | 4,000,000.00   |
| 7/31/2019  | 1,500,000.00   |
| 9/25/2019  | 306,000.00     |
| 9/25/2019  | 194,000.00     |
| 10/15/2019 | 250,000.00     |
| 10/25/2019 | 500,000.00     |
| 11/4/2019  | 500,000.00     |
| 11/15/2019 | 2,500,000.00   |
| 1/6/2020   | 1,620,000.00   |
| 2/5/2020   | 350,000.00     |
| 2/14/2020  | 1,000,000.00   |
| 2/18/2020  | 1,000,000.00   |
| 3/9/2020   | 500,000.00     |
| 4/7/2020   | 150,000.00     |
| 4/24/2020  | 150,000.00     |
| 6/5/2020   | 100,000.00     |
| 6/9/2020   | 340,000.00     |
| 6/9/2020   | 60,000.00      |
| 7/9/2020   | 500,000.00     |
| 7/27/2020  | 1,000,000.00   |
| 8/28/2020  | 500,000.00     |
| 9/4/2020   | 500,000.00     |
| 10/8/2020  | 2,000,000.00   |
| 10/30/2020 | 2,000,000.00   |
| 11/25/2020 | 25,000,000.00  |
| 12/10/2020 | 1,000,000.00   |
| 1/5/2021   | 1,000,000.00   |
| 2/4/2021   | 500,000.00     |
| 2/8/2021   | 500,000.00     |
| 2/21/2021  | 200,000.00     |
| 2/25/2021  | 800,000.00     |
| 3/10/2021  | 971,187.50     |
| 3/31/2021  | 1,500,000.00   |
| 4/15/2021  | 500,000.00     |
| 4/19/2021  | 50,000.00      |
| 4/20/2021  | 75,000.00      |
| 4/23/2021  | 500,000.00     |

| Date       | Total           |
|------------|-----------------|
| 4/30/2021  | 100,000,000.00  |
| 6/1/2021   | (88,000,000.00) |
| 6/28/2021  | 5,000,000.00    |
| 7/28/2021  | 150,000.00      |
| 8/10/2021  | 2,000,000.00    |
| 8/30/2021  | 1,000,000.00    |
| 9/14/2021  | 1,850,000.00    |
| 9/14/2021  | 150,000.00      |
| 9/16/2021  | 2,000,000.00    |
| 10/1/2021  | 200,000.00      |
| 10/4/2021  | 2,500,000.00    |
| 10/13/2021 | 150,000.00      |
| 10/13/2021 | 310,000.00      |
| 10/15/2021 | 250,000.00      |
| 11/1/2021  | 4,000,000.00    |
| 11/30/2021 | 425,000.00      |
| 12/15/2021 | 15,000.00       |
| 12/15/2021 | 60,000.00       |
| 12/20/2021 | 260,000.00      |
| 12/27/2021 | 210,000.00      |
| 12/28/2021 | 4,470,000.00    |
| 12/28/2021 | 5,530,000.00    |
| 1/14/2022  | 500,000.00      |
| 2/1/2022   | 100,000.00      |
| 2/10/2022  | 2,000,000.00    |
| 3/4/2022   | 300,000.00      |
| 3/21/2022  | 150,000.00      |
| 4/5/2022   | 1,000,000.00    |
| 4/27/2022  | 420,000.00      |
| 4/27/2022  | 80,000.00       |
| 5/6/2022   | 200,000.00      |
| 5/23/2022  | 462,000.00      |
| 6/3/2022   | 1,000,000.00    |
| 7/11/2022  | 200,000.00      |
| 7/19/2022  | 1,000,000.00    |
| 8/5/2022   | 500,000.00      |
| 8/18/2022  | 100,000.00      |
| 8/24/2022  | 80,000.00       |
| 9/2/2022   | 1,377,500.00    |
| 9/2/2022   | 1,405,000.00    |
| 10/13/2022 | 2,000,000.00    |
| 10/20/2022 | 500,000.00      |
| 11/28/2022 | 500,000.00      |
| 11/30/2022 | 500,000.00      |
| 12/12/2022 | 200,000.00      |

| Date         | Total                 |
|--------------|-----------------------|
| 12/23/2022   | 500,000.00            |
| 12/29/2022   | 7,250,000.00          |
| 1/12/2023    | 2,500,000.00          |
| 2/2/2023     | 2,000,000.00          |
| 2/7/2023     | 5,000,000.00          |
| 3/14/2023    | 2,000,000.00          |
| 4/14/2023    | 5,000,000.00          |
| 5/11/2023    | 18,500,000.00         |
| <b>Total</b> | <b>374,318,253.28</b> |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3078**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Larry Sutherland

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**AGENDA ITEM:**

Tax-Forfeited Land Purchase

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**BOARD ACTION REQUESTED:**

Discuss potential Tax-Forfeited Land Purchase for Mesabi Metallica.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:** None

05/16/2023

|                |                           |
|----------------|---------------------------|
| <b>RESULT:</b> | <b>PULLED FROM AGENDA</b> |
|----------------|---------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

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**REQUEST FOR BOARD ACTION: RBA-2023-3092**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Casey Venema, Terry Snyder

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**AGENDA ITEM:**

Executive Council Testimony

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**BOARD ACTION REQUESTED:**

Discuss testimony to Executive Council Re: State Mineral Leases.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

It was the consensus of the County Board to send Commissioners Venema and Johnson to testify to the Executive Council Re: State Mineral Leases.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|