

July 11, 2023

Chair:

PULL:

1. Item #5.2 – Bid Award for Contract 59832 – CR 336 Bridge Replacement

ADDITIONS:

1. Item #8.1 - Closed Session per MN Statutes 13D.05, Subd. 3(c)(3) Re: Potential Purchase of Parcel Identification Numbers (PINS)

CHANGES: None

INFORMATIONAL:

1. Item #6.1 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Wednesday, July 5, 2023

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Added Item #6.5 (Request to Submit Amicus Brief) and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives
ABSENT:	John Johnson, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approved the minutes of the Tuesday, June 27, 2023 County Board Special Session Re: Grand Village and the minutes of the Tuesday, June 27, 2023 County Board Regular Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, Burl Ives
ABSENT:	John Johnson, Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve donation of 4 GETC laptops to the City of Grand Rapids.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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2. Barring any irregularities, award Contract 59832 for CR 336 Bridge Replacement to the lowest responsible bidder and authorize the required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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3. Approve the CSAH 61 Crossing Surface Installation Agreement between Itasca County and BNSF and authorize the necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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4. Approve easement for ingress and egress over that part of the South Half of the vacated alley lying North and adjacent to Lots 7-8, Block 12, SPINA ADDITION TO KEEWATIN Less that part located within the public road right of way, located on tax-forfeited trust lands in Section 25, Township 57, Range 22 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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5. Award the 2023 Brush and Noxious Weed Spraying contract to B and P Weed Control and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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6. Approve signatures to execute the Second Amendment to the Site Use Agreement between Verizon and Itasca County

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. FAA Grant Agreement

Motion To: Approve the FAA Grant Agreement for Airport Improvement Program (AIP) project no. 3-27-0037-028-2023 at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives
ABSENT:	John Johnson, Casey Venema

3. Hiring of Correctional Employees
County Sheriff Joe Dasovich provided information regarding the request to approve the hiring of 3 FTE Correctional Officers which are required to open the new correctional facility per the DOC Employment Study.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 07/11/2023 2:30 PM
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4. Release of Claims Agreement

Motion To: Approve Bryan Johnson's Release of Claims.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, Burl Ives
ABSENT:	John Johnson, Casey Venema

5. Request to Submit Amicus Brief

Motion To: Approve submission of an Amicus Brief in support of State of MN Court of Appeals filing, as requested by Mesabi Metallica.

RESULT:	WITHDRAWN
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder

Motion To: Approve Intent to Submit an Amicus Brief in support of State of MN Court of Appeals filing, as requested by Mesabi Metallica, reflective of Resolution #2023-26.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives
ABSENT:	John Johnson, Casey Venema

VII. COMMITTEE REPORTS

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Burl Ives and County Engineer Karin Grandia provided comment regarding traffic counters and road construction on Highway 169 near Highway 210. For more information on this and other MnDOT projects, please visit <https://www.dot.state.mn.us/construction/index.html>.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:21 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, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3176

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Donation of Equipment

BOARD ACTION REQUESTED:
Approve donation of 4 GETC laptops to the City of Grand Rapids.

BACKGROUND:
The County no longer utilizes this laptop configuration. Past auction results reflect a \$10 to \$15 bud per laptop.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

07/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3161

DEPARTMENT: Transportation
PRESENTER:

TIME REQUESTED:

AGENDA ITEM:
Bid Award for Contract - 59832, CR 336 Bridge Replacement

BOARD ACTION REQUESTED:

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

07/11/2023

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3149

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 61 Railroad Crossing Surface Installation Agreement

BOARD ACTION REQUESTED:
Approve the CSAH 61 Crossing Surface Installation Agreement between Itasca County and BNSF and authorize the necessary signatures.

BACKGROUND:
Under this agreement, the railroad crossing surface on CSAH 61 will be replaced by BNSF. Costs will be shared by both parties. Itasca County's project costs will be funded by state aid. It is anticipated that this work will be completed as part of a proposed bituminous project on CSAH 61 in 2024.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. BF-20266205#076034F_Original_PP - 108 - Crossing Surface Installation

07/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20266205
Mile Post 24.733
Line Segment 237
U.S. DOT Number 076034F
Casco Subdivision

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

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

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at CSAH 61 with a new concrete crossing surface;

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

- 1) BNSF Work.** The Company will install a new concrete crossing surface for a width of 72 feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at CSAH 61. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A.** Design and Construction of CSAH 61;
 - B.** Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C.** Installation of advance warning signs in accordance with the MUTCD;



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

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

Agency agrees to pay Company One Thousand and No/100 Dollars (\$1,000.00) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Seventy Two Thousand and No/100 Dollars (\$72,000.00).

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the CSAH 61 crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the CSAH 61 crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at CSAH 61 and the new crossing surface on both sides of the track as well as the area between the tracks.



- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

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



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

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

ITASCA COUNTY

By: _____

Printed Name: _____

Title: _____

Exhibit A

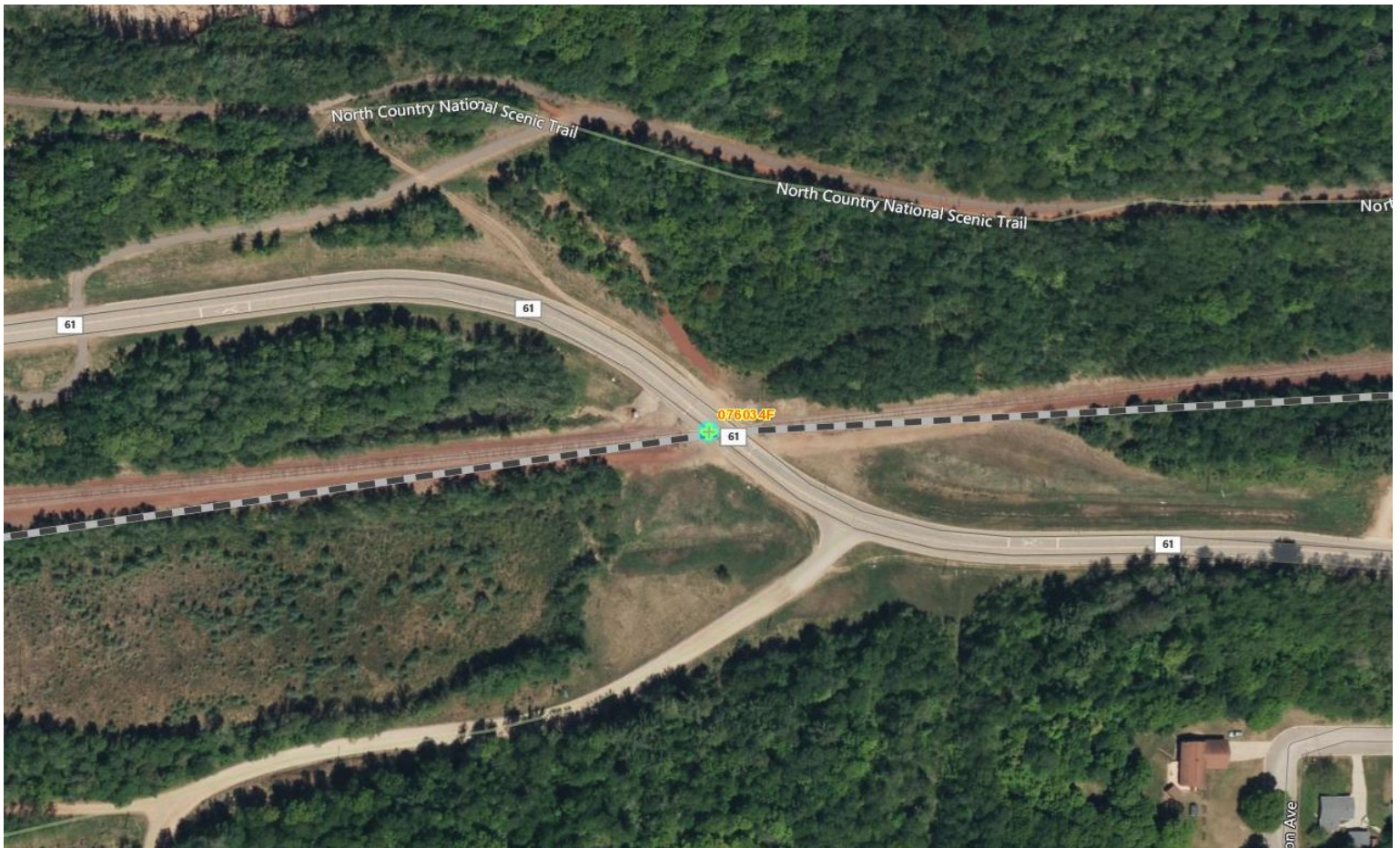




EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the reconstruction of the railroad crossing surface approaches and associated traffic control at CSAH 61 (DOT 076034F) in Coleraine, MN.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify **(Agency)** and Railway's Manager Public Projects, telephone number 763-782-3476 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20266205.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor



must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer Tyrel Antonich at 309-345-6090 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for



protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical



Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster Ben Peterson (telephone 218-828-7286)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 6 freight trains per 24-hour period at a timetable speed 10 MPH and N/A passenger trains at a timetable speed of N/A MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS,**

MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Ben Peterson (218-828-7286)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA



regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C)

☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)

☐ Contractor/safety sensitive (F)

☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H)

☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

I. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment:	_____				
5. Driver's License No (and state) or other ID:	SSN (required): _____				
6. Name (last, first, mi):	_____				
7. Address:	_____	City:	_____	St:	_____
				Zip:	_____
8. Date of Birth:	_____	and/or Age:	_____	Gender:	_____
		(if available)			
Phone Number:	_____	Employer:	_____		
9. Injury:	_____		10. Body Part:	_____	
	(i.e., Laceration, etc.)			(i.e., Hand, etc.)	
II. Description of Accident (To include location, action, result, etc.):					

12. Treatment:					
☐	First Aid Only				
☐	Required Medical Treatment				
☐	Other Medical Treatment				

13. Dr. Name: _____ Date: _____					
14. Dr. Address:					
Street: _____		City: _____	St: _____	Zip: _____	
15. Hospital Name: _____					
16. Hospital Address:					
Street: _____		City: _____	St: _____	Zip: _____	
17. Diagnosis: _____					



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EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: _____

_____(hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 202__, with **ITASCA COUNTY** for the performance of certain work in connection with the following project: reconstruction of the railroad crossing surface approaches and associated traffic control at CSAH 61 (DOT 076034F) in Coleraine, MN. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **ITASCA COUNTY** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS,**



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EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE



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Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.



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No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.



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A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.



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Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.



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If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes



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(together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

1) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.



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2) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Ben Peterson 218-828-7286 (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor Legal Name

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3153

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Easement for Access Over and Across Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve easement for ingress and egress over that part of the South Half of the vacated alley lying North and adjacent to Lots 7-8, Block 12, SPINA ADDITION TO KEEWATIN Less that part located within the public road right of way, located on tax-forfeited trust lands in Section 25, Township 57, Range 22 and authorize necessary signatures.

BACKGROUND:

This easement is for ingress and egress to benefit adjacent landowners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement Abress
2. Easement map Abress

07/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

ROAD EASEMENT

Whereas the State of Minnesota, in trust for the taxing districts, is owner of the following described tract:

The South Half of the vacated alley lying North and adjacent to Lots Seven (7) and Eight (8), Block Twelve (12), SPINA ADDITION TO KEEWATIN

Pursuant to authority of the Itasca County Board of Commissioners, on _____, the State of Minnesota, in trust for the taxing districts, herein called "Grantor", hereby creates a non-exclusive easement for ingress and egress purposes over, under and across the above described property to travel by vehicle or other means.

Said easement to be subject to the following terms and conditions:

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4a.
2. Easement shall be non-exclusive and appurtenant to and for the benefit of the parcel of land described as: The West 23' of Lot Five (5) and all of Lot Six (6), Block Twelve (12) and the North half of vacated alley lying south and adjacent thereto, SPINA ADDITION TO KEEWATIN.
3. The Landowners of the West 23' of Lot 5 and all of Lot 6, Block 12 and North half of vacated alley lying south and adjacent thereto, SPINA ADDITION TO KEEWATIN, are herein called "Grantees".

4. The Itasca County Board of Commissioners, by Board Action dated _____ day of _____, has prescribed the terms set forth below.
5. Road construction and maintenance activities under such easement shall not exceed 8 feet in width without written approval by the Land Commissioner.
6. Road must be maintained in a manner that complies with forest management guidelines and county policy as followed by the Itasca County Land Department on similar tax-forfeited lands. Current road maintenance guidelines should be obtained from the Land Department prior to planning such activities. All plans for road construction and significant maintenance must be pre-approved by the Land Commissioner prior to implementation to assure compliance with current requirements.
7. All roadway construction and maintenance desired by the **Grantees** or required by the **Grantor** pursuant to the terms of this easement, shall be the responsibility of the **Grantee** without any cost to the **Grantor** except that road damage caused by the **Grantor**, its agents or contractors (the general public does not constitute an agent of the **Grantor**), shall be the responsibility of the **Grantor** to restore the road condition to what it was upon commencement of Grantor's activities without any cost to the **Grantee**. **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred. Upon completion of the road construction, all timber rights revert back to the Grantor.**
8. The roadway which is the subject of this easement shall be open for public use.
9. Prior to consideration of this roadway for establishment as a public road by Itasca County or any Township, the roadway must be constructed to standards as set forth in the Itasca County Subdivision Ordinance as in effect as of the day of consideration for establishment.

10. The **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, the **Grantee**, its agents, guests or invitees or destruction of, or damage to, the property of the **Grantee**, its agents, guests or invitees in any manner arising from or out of the existence, condition, operation or use of the roadway by the **Grantee**, its agents, guests or invitees. Further, the **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, persons; or loss or destruction to or damage to property intentionally caused by the **Grantee**, its agents, guests or invitees. Intentionally means the actor either has a purpose to do the thing or cause the result specified or believes the act performed by the actor, if successful, will cause that result.
12. This easement shall revert to the State of Minnesota in trust for the taxing district in the event of nonuse.
13. The **Grantee's** address for the purpose of giving any notice of this agreement is as follows:
Name: John Abress
Address: 311 W. Hibbing Ave.
Keewatin, MN 55753
14. This easement shall enure to the benefit of, and be binding upon, the heirs and assigns of the Parties hereto, if any.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 20____.

County of Itasca, State of Minnesota

by Austin Rohling, Auditor/Treasurer
Itasca County, Minnesota

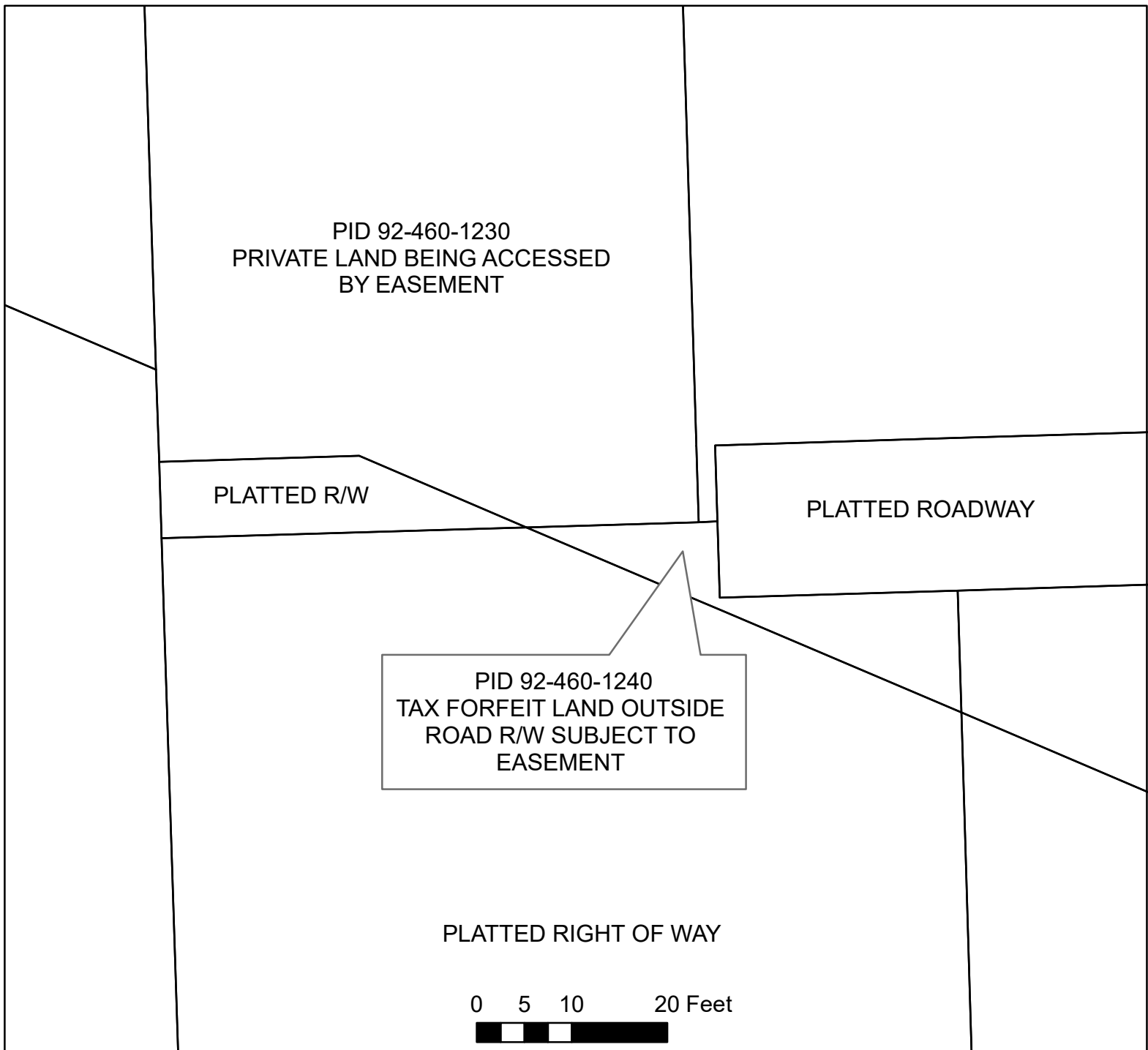
STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

On this _____ day of _____, 2023, before me a Notary within and for said county, personally appeared Austin Rohling, Itasca County Auditor/Treasurer 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 and in such case made and provided and pursuant to the authority of the Itasca County Board of Commissioners.

Notary

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

Area Map of Easement



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified survey to verify.

Itasca Geographic Information System

"Decision support through automation"

COPYRIGHT - ITASCA COUNTY ALL RIGHTS RESERVED

No reproduction of this map is allowed by any method or in any form without written permission.



Legend

 Parcels



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3163

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson, Kory Johnson

AGENDA ITEM:

Quote Award for 2023 Brush and Noxious Weed Spraying

BOARD ACTION REQUESTED:

Award the 2023 Brush and Noxious Weed Spraying contract to B and P Weed Control and authorize necessary signatures.

BACKGROUND:

Quotes were requested from two companies for the 2023 brush and noxious weed contract spraying. Quotes were received from B and P Weed Control and JH Lawn Solutions. Quotes came in at \$353.13/mile from B and P Weed Control and \$457.85/mile with JH Lawn Solutions.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2023 JH Lawn Solutions Quote
2. 2023 B and P Weed Control Quote

07/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

Exhibit A

2023 SPECIAL CONDITIONS FOR NOXIOUS WEED CONTROL

I. SCOPE OF WORK

This work shall consist of chemical application of noxious weed control and right of way brush spraying, as needed:

- A. For Roads: from the shoulder edge of the road to 30 feet into the right of way or the right of way limits whichever is less, except areas in front of homes, where grass lawns have eliminated weeds and except areas where private landowners have agreed to maintain right-of-way and have installed signs, and;
- B. Non-Roadside sites which may include gravel pits, fields, or reclaimed lands. Operators should be able to handle multiple site conditions. Ideally, in order to effectively treat a diversity of sites, applicators should have the following equipment available: hand, backpack, ATV, and truck sprayers. The Itasca County Land Department is designated to be your contact and provide work orders of areas to be treated. Areas to be treated shall be in accordance with directions provided by the Itasca County Land Department.

The Contractor shall be responsible for providing water, laborers, and all spraying equipment needed in accordance with provisions of this contract. Vehicles used for this operation shall have proper flashers, slow-moving vehicle signs and comply with all other pertinent laws and regulations. All work will initiate out of the Itasca County Land Department offices. Fuel surcharges will not be allowed during the term of the Contract. Contractor bid rate shall include all travel to sites or Land Department offices as necessary, not additional compensation will be made for additional travel.

II. CONTRACTOR SCOPE OF SERVICES

The Contractor shall provide the Itasca County Land Department with the following services and information.

- A. Contractor will treat Itasca County Road rights-of-way as needed to control noxious weeds and brush control areas directed by Itasca County Land and Transportation Departments.
- B. Contractor will coordinate spraying with the Itasca County Land Department between contract execution and October 31, 2023.
- C. Contractor and operators must have a current State of Minnesota Commercial Pesticide Applicator License Individual(s) directly involved in the application of pesticides and must supply the Itasca County Land Department proof of a valid MN Commercial Applicators License. A copy of the daily Pesticide Application Record for each spray job must be turned over to the Itasca County Land Department as requested in a form comparable to attachment.
- D. Contractor must supply the Itasca County Land Department with the completed herbicide

application record for all sites controlled.

- E. Contractor will use only those herbicides which are approved for use on target species in accordance with label instructions. The contractor will comply with all State and Federal regulations and laws concerning the application of herbicides to road right-of-way areas.
- F. All label restrictions for pesticides will be adhered to, including appropriate personal protective equipment (PPE) as listed or described by product label. All operations will be halted by County personnel if PPE is not on site or not being utilized properly.
- G. Itasca County will supply the chemicals for the completion of the contract work. The contractor shall receive the chemicals from the County and shall be responsible for the safe transport of the materials to the work sites. Empty containers shall be triple rinsed and returned to the County. Contractor is required to have a chemical spill kit on site at all times. All unused herbicides or surfactant provided to vendor are to be returned to Itasca County.
- H. Contractor shall protect all non-targeted species from drift or miss-applications or other application related incident whether within or out of the County Road right-of-way or designated spray area. The Contractor shall not spray when wind speeds exceed 10 mph and when temperatures fall outside of a range from 45-90 degrees Fahrenheit unless otherwise specified by the product label. Contractor shall protect all other property whether within or outside the County Road right-of-way or designated spray area. The mixing of chemical shall not be done in or near water and wetlands. Any spills shall be dealt with according to Minnesota State Law.
- I. All equipment (hoses, pumps, valves, tanks, etc.) on the spray unit and support truck will be in good working condition. Application equipment for road spraying from the shoulder of the road will consist of a vehicle with tank and sprayer capable of directing spray solution as far as 30 feet from the center line of the road and only where needed to control target species. The spray unit should be equipped to halt liquid flow should a leak or failure occur.
- J. Spraying shall be halted, and County personnel will be immediately notified if disputes arise between the operators and other individuals on the treatment sites. Spraying shall be halted if it is not clear to the operators where treatment boundaries are located. If questions arise, the County must be notified immediately, and boundaries clearly marked before any further treatment takes place.
- K. The County shall be immediately notified if any chemical spills or non-target application of herbicides occur.
- L. Work shall be confined to County Road rights-of-way or other specified locations in Itasca County as directed by the Itasca County Land Department except areas in front of where grass lawns have eliminated weeds, where private landowners have agreed to maintain ditch and installed signs in ditch, and where the Itasca County Land Department prohibits treatment.
- M. A work order will be provided by the Itasca County Land Department in the form of a map indicating areas to be treated. The Itasca County Land Department may monitor spraying

operations to ensure contractor compliance with contract. Liquidated damages of \$50 per day will be assessed to the Contractor for work done after the two-week completion time period, unless poor weather conditions delay spraying.

N. Areas of Avoidance

a. USFS Right of Way parcels

b. No spraying within Reservation boundary. All reservations are avoided with the road listing.

O. Contractor must retain a copy of all herbicide manufacturer's labels, as well as safety data sheets of the herbicides to be used on site.

P. Contractor shall provide a separate itemization of cost accounting of each individual county road or spray location indicating the dates, hours worked, and chemicals used during the term of the contract, and the amount due the Contractor for such services and chemicals rendered. All costs will be determined from the Rate Proposal Form. *Work for townships, cities, or private individuals will be billed separately.*

III. INSURANCE REQUIREMENTS

A. 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.

B. 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.

C. General Liability Insurance

	<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

Policy shall contractors and subcontractors, and contractual liability.

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

D. Automobile Liability Insurance

	<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

Must cover owned, nonowned and hired vehicles.

E. Workers' Compensation Per Statutory Requirements

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.

F. Employer's Liability

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

G. Professional Liability Insurance [For Professional Services Contracts Only]

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 cases by case basis)

H. Indemnification Clause

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.
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."
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.

without USFC

RATE PROPOSAL FORM

Rate Proposal for Itasca County

Subject: 2023 County Road Noxious Weed and Brush Control

Based upon the specifications and other provisions described in the above Special Conditions for the 2023 County Spraying Contract for Noxious Weed and Brush Control Proposal must be written clearly in ink or typewritten. Attach additional pages if you desire.

Weeds targeted may include but are not limited to leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), spotted knapweed (*Centaurea maculosa*), poison ivy (*Toxicodendron radicans*), wild parsnip (*Pastinaca sativa*), common buckthorn (*Rhamnus cathartica*), common tansy (*Tanacetum vulgare*). Proposals should be made considering herbicides best suited for control of indicated species. Quotes may be submitted for other chemicals and price per gallon that may be preferred for use by.

HOURLY RATE CHARGE FOR LABOR / TRUCK/ EQUIPMENT

(Specify equipment type and hourly rate including operator)

ESTIMATED UNIT PRICES	TOTALS
Labor Rate - <i>if needed to treat areas w/o trucks</i>	\$ 100 PER HOUR = 2000
Travel Rate - <i>89.05 miles w/out USFS sites.</i>	\$ 295 PER MILE = 26,269.75
Truck Equipment Type - <i>Sprayer w/ controls & gps</i>	\$ Included PER HOUR = N/A
ATV Equipment Type	\$ Included PER HOUR = N/A
Other Equipment Type	\$ 1 PER HOUR =
Other Rates	\$ PER =

UNIT RATE CHARGE FOR HERBICIDES (include any additives or surfactants necessary)

Escort	#lb. @	\$ 162	PER LB.	=
Garlon 3A	#gal. @	\$	PER GAL.	=
Opensight	#lb. @	\$ 99.20	PER LB.	=
Vastlan	#gal @	\$	PER GAL	=
TerraVue	#gal @	\$	PER GAL	=
Transline	#gal. @	\$	PER GAL	=
Milestone	#gal. @	\$	PER GAL	=
Non-Ionic Surfactant	#gal. @	\$	PER GAL	=
Basal Bark Oil	#gal @	\$	PER GAL	=
Other <i>Liberate - Surfactant</i>		\$ 30	per gal.	=

Above quotations must be based on normal strength provided by manufacturer for chemical.

NAME OF CONTRACTOR: JH Lawn Solutions

TITLE and/or POSITION: Owner DATE: _____

OFFICIAL ADDRESS: 17256 Trengare Rd NW Solway MN 56678

SIGNATURE: 

Travel rates are all inclusive with chemical cost added into price per mile. If chemical will be supplied by county we will only charge labor to apply at a rate of \$100 per mile. 5

USFC roads

RATE PROPOSAL FORM

Rate Proposal for Itasca County

Subject: 2023 County Road Noxious Weed and Brush Control

Based upon the specifications and other provisions described in the above Special Conditions for the 2023 County Spraying Contract for Noxious Weed and Brush Control Proposal must be written clearly in ink or typewritten. Attach additional pages if you desire.

Weeds targeted may include but are not limited to leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), spotted knapweed (*Centaurea maculosa*), poison ivy (*Toxicodendron radicans*), wild parsnip (*Pastinaca sativa*), common buckthorn (*Rhamnus cathartica*), common tansy (*Tanacetum vulgare*). Proposals should be made considering herbicides best suited for control of indicated species. Quotes may be submitted for other chemicals and price per gallon that may be preferred for use by.

HOURLY RATE CHARGE FOR LABOR / TRUCK/ EQUIPMENT

(Specify equipment type and hourly rate including operator)

ESTIMATED UNIT PRICES	TOTALS		
Labor Rate - if needed to spray out of truck (questioned)	\$ 100	PER HOUR	= \$ 2000
Travel Rate - 47.63 miles for USFS roads only.	\$ 295	PER MILE	= \$ 14,050.85
Truck Equipment Type Sprayer w/ controls & gps	\$ Included	PER HOUR	=
ATV Equipment Type () () () ()	\$ included	PER HOUR	=
Other Equipment Type	\$	PER HOUR	=
Other Rates	\$	PER	=

UNIT RATE CHARGE FOR HERBICIDES (include any additives or surfactants necessary)

Escort	#lb. @	\$ 162	PER LB.	=
Garlon 3A	#gal. @	\$	PER GAL.	=
Opsight	#lb. @	\$ 99.20	PER LB.	=
Vastlan	#gal @	\$	PER GAL	=
TerraVue	#gal @	\$	PER GAL	=
Transline	#gal. @	\$	PER GAL	=
Milestone	#gal. @	\$	PER GAL	=
Non-Ionic Surfactant	#gal. @	\$	PER GAL	=
Basal Bark Oil	#gal @	\$	PER GAL	=
Other Liberate - surfactant		\$ 30 per gal		=

Above quotations must be based on normal strength provided by manufacturer for chemical.

NAME OF CONTRACTOR: JH Lawn Solutions

TITLE and/or POSITION: Owner DATE: _____

OFFICIAL ADDRESS: 17256 Trengene Rd NW Solway MN 56678

SIGNATURE: [Signature]

Travel rates are all inclusive with chemical cost added into price per mile. If chemical will be supplied, we will only charge labor to apply at a rate of \$100 per⁵ mile

Legend

- Vector.GIS.County_Garages**

COMMENT

 - BALSAM
 - Grand Rapids/Cohasset
 - NASHWAUK
 - SWAN RIVER
 - Tansy
 - Wild Parsnip
 - Spotted Knapweed
 - Vector.GIS.Reservation
- Roads Public/Private**

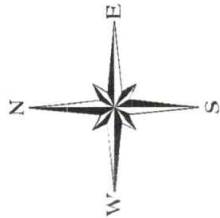
Route System, Surface Type

 - State or US Hwy
 - County Road - Paved
 - County Road - Gravel

Road # / County Garage / Pit	Miles	Acres	Species to Treat
County Road 90	1.9		Tansy - patches
County Road 61	4.75		Tansy and Spotted knapweed
County Road 76	1.9		Surge at beginning of 63. tansy both sides into town
County Road 12	2.5		Tansy to Co Rd 606 and 607
County Road 5	4.2		Wild parsnip
County Road 4	6.5		Wild parsnip and Spotted knapweed
County Road 127	4		Wild parsnip
County Road 29	7.23		Wild parsnip
County Road 620	2.8		Wild parsnip
County Road 31	16.9		Wild parsnip
County Road 26	6		Wild parsnip
Balsam Garage	-	14	Tansy
Swan River Pit	-	20	Spotted knapweed
Nashwaik Garage	-	9	Tansy
Grand Rapids/Cohasset	-	19	Tansy

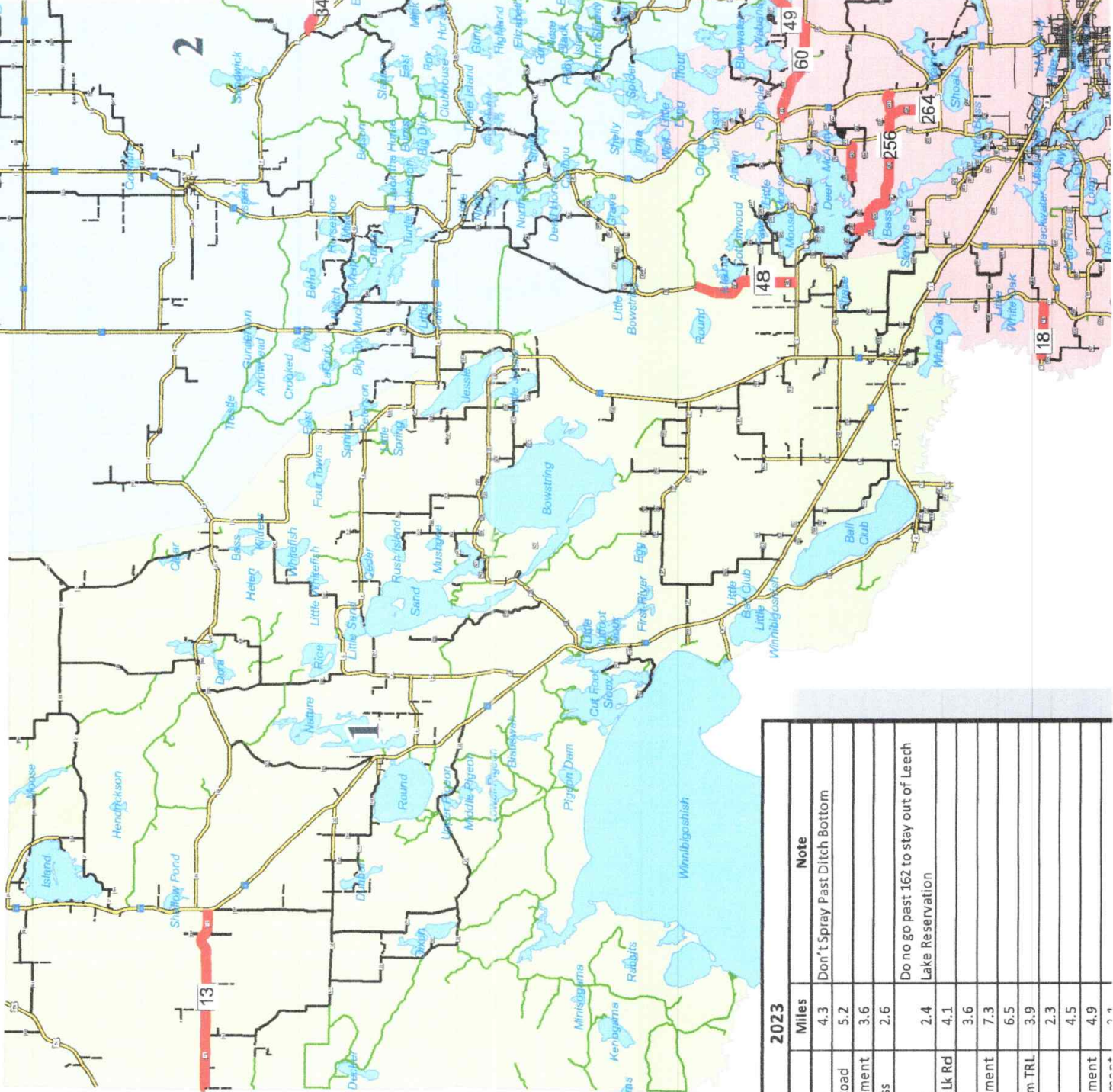
Quote Alternate, USFS approval needed
 Quote Alternate, USFS approval needed
 Quote Alternate, USFS approval needed
 Quote Alternate, USFS approval needed
 Quote Alternate, USFS approval needed
 Quote Alternate, USFS approval needed

PROPOSED BRUSHING (2023)



Road Types

- Highways - Paved
- Highways - Gravel
- Township Roads
- Municipal
- Forest Trails



2023				Note
Road Number	From	To	Miles	
343	51	50	4.3	Don't Spray Past Ditch Bottom
68	67	Behm Road	5.2	
67	US 169	End Pavement	3.6	
432	68	Access	2.6	Do no go past 162 to stay out of Leech Lake Reservation
18	11	162	2.4	
7	60	Diamond Lk Rd	4.1	
7	Shop	52	3.6	
52	7	End Pavement	7.3	
340	52	7	6.5	
51	50	Big Balsam TRL	3.9	
49	60	59	2.3	
59	7	49	4.5	
256	62	End Pavement	4.9	
256	62	End Pavement	4.9	

Sara Thompson

From: jeff hublit <jeffhublit@yahoo.com>
Sent: Tuesday, June 20, 2023 2:49 PM
To: Sara Thompson
Subject: Re: Noxious Weed Spraying

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

Yes sorry - 100% correct on the brush roads pricing there and the correction on original pricing. Sorry the heat is messing with my head and its tough to look on my phone sometimes :)

Thank you!

Jeff Hublit

(218)368-3363

On Tuesday, June 20, 2023 at 02:46:25 PM CDT, Sara Thompson <sara.thompson@co.itasca.mn.us> wrote:

Looking at the spreadsheet. The brushing miles would be 78 and the noxious weed miles are 58.86. I think you had 295.00/mile originally.

12702.14 divided by 78 would increase the cost per mile by 162.85 + original \$295/mile. Is this correct?

Brushing roads are separate from noxious weed roads.

Thanks,



SARA THOMPSON

ITASCA COUNTY LAND DEPARTMENT

FOREST RECREATION SPECIALIST

ASSISTANT COUNTY AGRICULTURAL INSPECTOR

Office: 218-327-7393 **Mobile:** 218-398-5471

1177 LaPrairie Avenue, Grand Rapids, MN 55744

Email: sara.thompson@co.itasca.mn.us

From: jeff hublit <jeffhublit@yahoo.com>
Sent: Tuesday, June 20, 2023 2:28 PM
To: Sara Thompson <Sara.Thompson@CO.ITASCA.mn.us>
Subject: Re: Noxious Weed Spraying

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

Hey there! The roads with the brush control needed would be at \$541.69/mile. This would be the brushing chemical along with the noxious weed chemical as well included. Brushing chemical is ridiculously pricy. Roads without the brush chemical needed would be at \$275/mile. If you would like I can print off and send back paper copies as well.

Chemical cost for brushing total - \$12,702.14 divided by 47.63 miles increases the per mile cost by \$266.68 + original \$275/mile.

If ONLY brushing is needed in those areas we would reduce the chemical cost and leave out opensite/escort/liberate and using only brushing chemical. This rate for brushing by itself would come to \$466.68 per mile.

RATE PROPOSAL FORM

Rate Proposal for Itasca County

Subject: 2023 County Road Noxious Weed and Brush Control

Based upon the specifications and other provisions described in the above Special Conditions for the 2023 County Spraying Contract for Noxious Weed and Brush Control Proposal must be written clearly in ink or typewritten. Attach additional pages if you desire.

Weeds targeted may include but are not limited to leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), spotted knapweed (*Centaurea maculosa*), poison ivy (*Toxicodendron radicans*), wild parsnip (*Pastinaca sativa*), common buckthorn (*Rhamnus cathartica*), common tansy (*Tanacetum vulgare*). Proposals should be made considering herbicides best suited for control of indicated species. Quotes may be submitted for other chemicals and price per gallon that may be preferred for use by.

HOURLY RATE CHARGE FOR LABOR / TRUCK/ EQUIPMENT

(Specify equipment type and hourly rate including operator)

ESTIMATED UNIT PRICES	TOTALS
Labor Rate	\$ PER HOUR = 125 ⁰⁰
Travel Rate	\$ PER MILE =
Truck Equipment Type	\$ PER HOUR =
ATV Equipment Type	\$ PER HOUR =
Other Equipment Type	\$ PER HOUR =
Other Rates <u>P.R. Mile Rate</u>	\$ PER = 105 ⁰⁰

UNIT RATE CHARGE FOR HERBICIDES (include any additives or surfactants necessary)

Escort <u>XP</u>	<u>13</u> #lb @	\$ <u>6.50</u> PER LB. 02	= <u>84.50</u>
Garlon 3A	<u>400</u> #gal. @	\$ <u>68⁰⁰</u> PER GAL.	= <u>27,200⁰⁰</u>
Opensight	<u>52</u> #lb. @	\$ <u>90⁰⁰</u> PER LB.	= <u>4,680⁰⁰</u>
Vastlan	_____ #gal @	\$ _____ PER GAL	= _____
TerraVue	_____ #gal @	\$ _____ PER GAL	= _____
Transline	_____ #gal. @	\$ _____ PER GAL	= _____
Milestone	_____ #gal. @	\$ _____ PER GAL	= _____
Non-Ionic Surfactant	_____ #gal. @	\$ _____ PER GAL	= _____
Basal Bark Oil	_____ #gal @	\$ _____ PER GAL	= _____
Other <u>Liberate Surfactant 65 gals</u>		\$ <u>30⁰⁰</u> Per. Gal	= <u>1,950⁰⁰</u>

Above quotations must be based on normal strength provided by manufacturer for chemical.

NAME OF CONTRACTOR: B and P Weed Control

TITLE and/or POSITION: owner DATE: 6-2-23

OFFICIAL ADDRESS: 7903 Radar Rd. NW Bemidji, MN 56601

SIGNATURE:  \$ 8190⁰⁰

Brush spraying @ P.R. mile = 1160.25
 Invasive Weeds @ P.R. mile = 6056.40
 Shops & Gravel Pits are at 125⁰⁰ P.R. hour



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3164

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Verizon Second Amendment to Antenna Site Use Agreement - Nashwauk Tower

BOARD ACTION REQUESTED:

Approve signatures to execute the Second Amendment to the Site Use Agreement between Verizon and Itasca County

BACKGROUND:

This agreement is amended to allow Verizon to revise the installation of equipment identified in the locations shown in Exhibit A-2. Exhibit A-1 of the agreement will be deleted in its entirety and replaced with Exhibit A-2.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. MN03 Nashwauk - Second Amendment_

07/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/11/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

SITE NAME: **MN03 Nashwauk**

SECOND AMENDMENT TO ANTENNA SITE USE AGREEMENT

THIS SECOND AMENDMENT TO ANTENNA SITE USE AGREEMENT ("Amendment") is made by and between the COUNTY OF ITASCA, State of Minnesota, hereinafter referred to as the "COUNTY", and Rural Cellular Corporation d/b/a Verizon Wireless, hereinafter referred to as "LESSEE".

WHEREAS, COUNTY and LESSEE entered into an ANTENNA SITE USE AGREEMENT dated November 8, 2016, as amended by that certain FIRST AMENDMENT TO ANTENNA SITE USE AGREEMENT dated December 1, 2020 (collectively, the "Agreement"); and

WHEREAS, the COUNTY and LESSEE desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and agreement hereinafter set forth, the COUNTY and LESSEE agree as follows:

1. REVISED INSTALLATION

The Agreement is amended to allow LESSEE to install the equipment identified in the locations shown on Exhibit A-2, attached hereto, and made a part hereof. Exhibit A-1 shall be deleted in its entirety and replaced with Exhibit A-2.

2. RATIFICATION

Except as specifically modified by this Amendment, the parties agree that all of the terms and conditions of the Agreement are in full force and effect and remain unmodified, and the parties hereby ratify and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

Signatures on following page

The remainder of this page intentionally left blank

COUNTY BOARD APPROVAL

LESSEE, having signed this contract and COUNTY having duly approved this contract on the ____ day of _____, 2023, and pursuant to such approval, the proper COUNTY officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF ITASCA
STATE OF MINNESOTA

Approved as to form and execution:

By: _____
Chairperson, Itasca County,
Board of Commissioners

Itasca County Attorney

Date: _____

By: _____
Clerk, Itasca County,
Board of Commissioners

LESSEE APPROVAL

Rural Cellular Corporation
d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

COUNTY SHERIFF APPROVAL

LESSEE, having agreed to a detailed technical site plan and site access procedures for installing commercial antennas on a COUNTY owned antenna site which is part of the Statewide Public Safety Radio Communications System, the proper COUNTY officials having reviewed such technical and Site access details, the parties hereto agree to such collocation.

ITASCA COUNTY SHERIFF'S OFFICE
STATE OF MINNESOTA

Itasca County Sheriff

MN03 Nashwauk
Second Amendment to Antenna Site Use Agreement

EXHIBIT A-2

Page 1 of 2

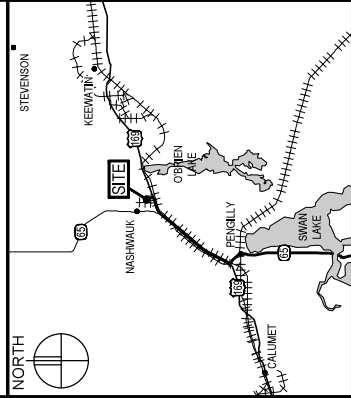
VERIZON WIRELESS

MN03 NASHWAUK NEW BUILD

PROJECT INFORMATION

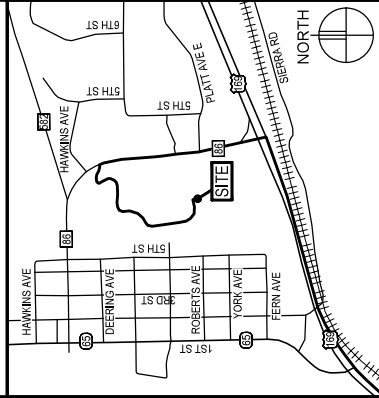
SITE NAME: MN03 NASHWAUK
SITE ADDRESS: 34565 COUNTY ROAD 86
NASHWAUK, MN 55789
COUNTY: ITASCA
LATITUDE: N 47° 22' 32.08" (NAD 83)
LONGITUDE: W 93° 09' 37.30" (NAD 83)
DRAWING BASED ON: 05-01-23
SITE DATA FORM DATED: IIB
CONSTRUCTION TYPE: IIB
SITE AREA: 18' X 36' = 648 SF

AREA MAP



DIRECTIONS FROM BLOOMINGTON RNC:
HEAD NORTH ON BUSH LAKE RD. TURN RIGHT ONTO W 108TH STW OLD SHAKOPEE RD (1.3 MI) LEFT ONTO COUNTY RD 86 (0.2 MI) LEFT ONTO MN-45 N (11.6 MI) TURN LEFT ONTO MN-210 W (1.2 MI) TURN RIGHT ONTO MN-65 N (54.7 MI) TURN RIGHT ONTO US-169 N (3.3 MI) AND THEN TURN LEFT ONTO CO HWY 86. SITE IS LOCATED ON THE LEFT.

VICINITY MAP



ISSUE SUMMARY

REV.	DESCRIPTION	SHEET OR DETAIL
0	ISSUED FOR CONSTRUCTION 05-01-16	ALL
1	ISSUED FOR REFS. STRUCTURAL & MODES 04-15-23	ALL
2	ISSUED FOR REFS. STRUCTURAL & MODES 04-15-23	ALL
3	ISSUED FOR REFS. STRUCTURAL & MODES 04-15-23	T-1 & A-3
4	ISSUED FOR CHANGE IN CONTRACT 06-26-23	T-1

SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, TOWER ELEVATION, AND SHEET INDEX
A-1	SITE PLAN, STANDARD DETAIL CHECKLIST
A-2	ENLARGED SITE PLAN
A-3	ANTENNA AND COAX KEY, CABLE BRIDGE PLAN, NOTES, PHOTO
A-4	OUTLINE SPECIFICATIONS
G-1	GROUNDING SPECIFICATIONS
G-2	GROUNDING PLAN
U-1	SITE UTILITY PLAN
-	TOWER & FOUNDATION MODIFICATIONS (6 SHEETS)
-	SURVEY (2 SHEETS)

VERIZON WIRELESS DEPARTMENTAL APPROVALS

	NAME	DATE
RF ENGINEER	MIKE KOCH	06-22-23
OPERATIONS MANAGER	N/A	
CONSTRUCTION ENGINEER	MIKE THIEL	06-20-23

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW
☐ NO CHANGES, ☐ CHANGES NEEDED, SEE COMMENTS.

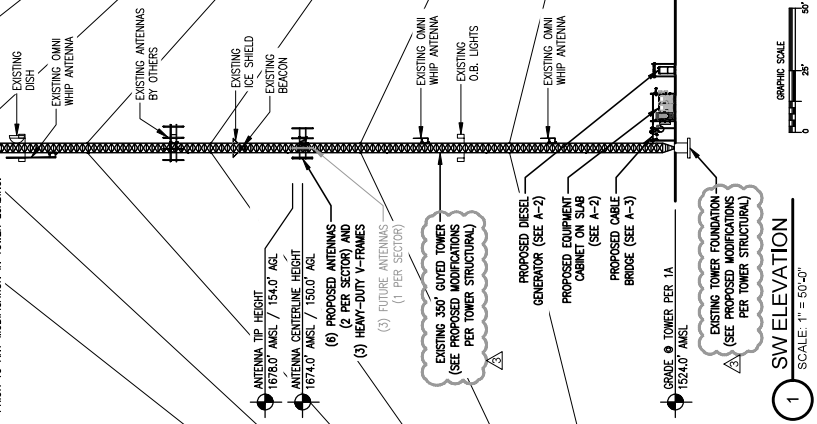
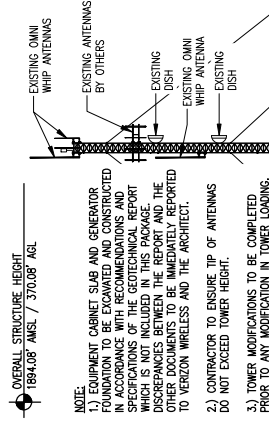
CONTACTS

LESSOR / LICENSOR:	ITASCA COUNTY SHERIFF 108 NE 5TH STREET GRAND RAPIDS, MN 55744 JUSTIN DERGISON (218) 910-4588
LESSEE:	VERIZON WIRELESS 10807 BUSH LAKE ROAD BLOOMINGTON, MN 55438 CONSTRUCTION DEPT. (952) 946-4700
POWER UTILITY COMPANY CONTACT:	NASHWAUK PUBLIC UTILITIES 301 CENTRAL AVENUE NASHWAUK, MN 55789 (952) 946-4700 CHARLIE (TECHNICAL) (218) 985-1210 T.B.D.
TELCO UTILITY COMPANY CONTACT:	
ARCHITECT:	DESIGN 1 ARCHITECTS LLC, 1000 W. WASHINGTON AVE. EDEN PRAIRIE, MN 55344 (952) 903-9299
SURVEYOR:	UTTEG ENGINEERS, SAINT PAUL 4205 LEXINGTON AVENUE N SAINT PAUL, MN 55126 (951) 415-3800
STRUCTURAL ENGINEER:	SABRE INDUSTRIES 701 W. WASHINGTON DRIVE, PO BOX 658 SIOUX CITY, IA 51104-0658
GEOTECHNICAL ENGINEER:	BRAUN INTERTEC CORPORATION 3404 15TH AVE EAST SUITE 2 HIBBING, MN 55746 (218) 263-8669

TOWER ELEVATION

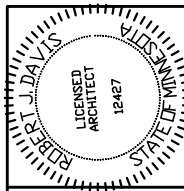
PROPOSED ANTENNAS, V-FRAMES & FEEDLINES TO BE INSTALLED IN ACCORDANCE W/ TOWER STUDY V6 DATED 06/12/23 BY SABRE INDUSTRIES, PROJECT 1520710F

ASR# 123367
OVERALL HT = 370.08' AGL
TOWER HT = 350.07' AGL



1 SWELEVATION

SCALE: 1" = 50'-0"



I hereby certify that the data, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota. ROBERT J. DAVIS Reg. No. 12487

Signed: *Robert J. Davis*
Date: 06/26/2023



VERIZON WIRELESS
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700
LOC. CODE: 294823

PROJECT: 20141054453

MN03
NASHWAUK

34565 COUNTY ROAD 86
NASHWAUK, MN 55789

SHEET CONTENTS:
CONTRACT
ISSUE SUMMARY
SHEET INDEX
DEPARTMENTAL APPROVALS
LESSOR APPROVAL
PROJECT INFORMATION
AREA & VICINITY MAPS
GENERAL NOTES

DRAWN BY:	S. GONZALEZ/JP
CHECKED BY:	TRB
REV. 0	06-20-18
REV. 1	06-21-18
REV. 2	01-27-20
REV. 3	04-13-23
REV. 4	06-15-23

T-1

EXHIBIT A-2

Page 2 of 2



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2791

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

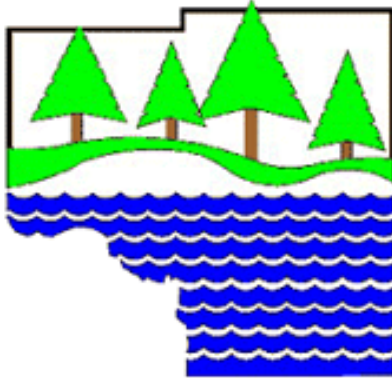
The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record.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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Citizen Input - R Preble

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3178

DEPARTMENT: Human Resources

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Employee Recognition - Continuous Years of Service

BOARD ACTION REQUESTED:

To recognize County employees who have moved into a new benchmark recognition category during 2022 for continuous years of service.

BACKGROUND:

The Employee Recognition Program was launched in 1992 with the approval of the County Board. The Employee Recognition Program is recognition for the employees' service to Itasca County. The program provides for a time when the County Board and department managers formally express appreciation to employees for their contribution to the successful operations of Itasca County government. Letters of appreciation will be distributed to the employees via the department manager.

COUNTY ATTORNEY REVIEW: N/A

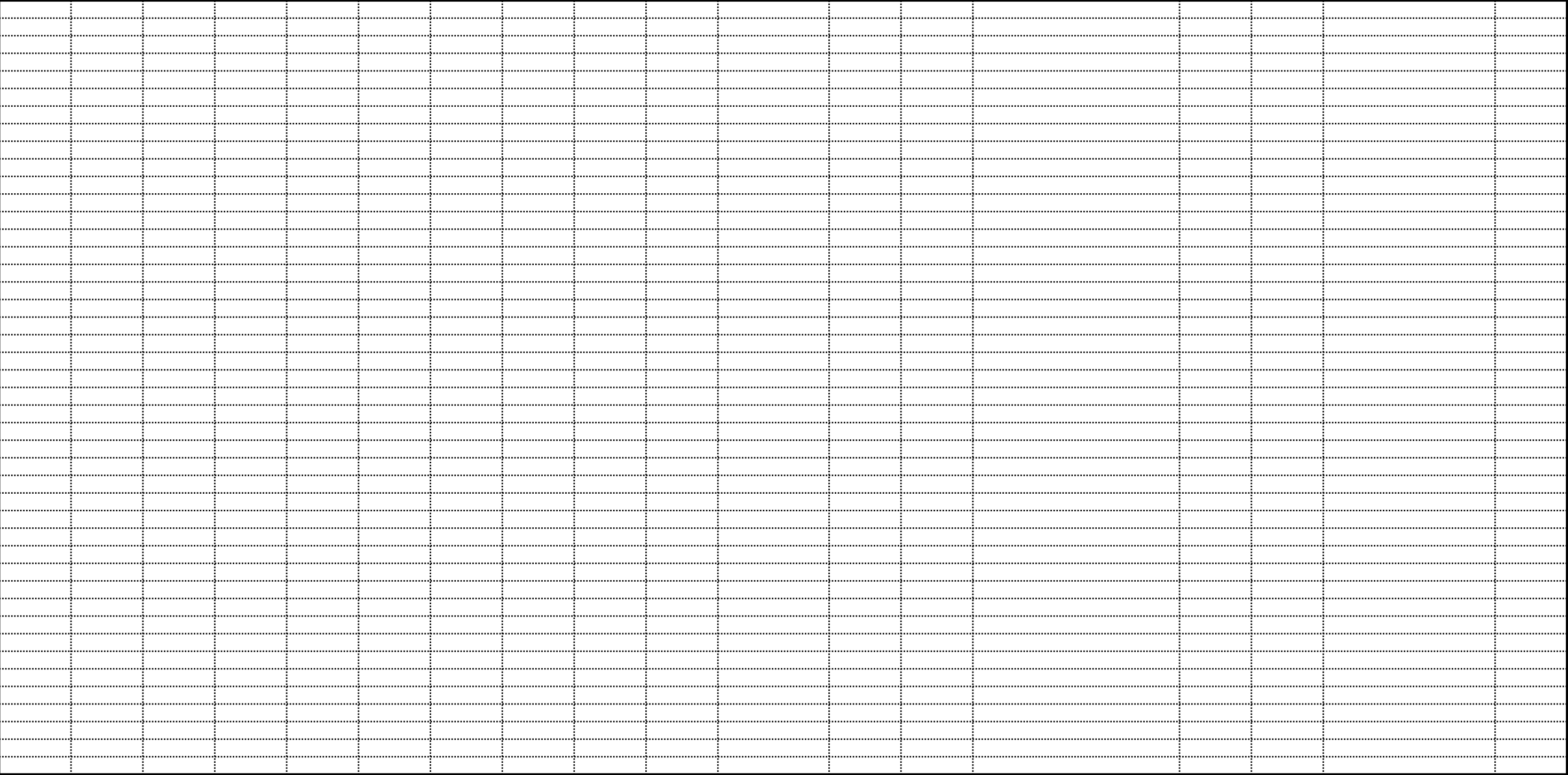
SUPPORTING DOCUMENTATION:

1. 2022 Employee Recognition awards Board Copy

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

2022 Employee Recognition Awards

5 continuous years (2017)	10 continuous years (2012)	15 continuous years (2007)	20 continuous years (2002)	25 continuous years (1997)	30 continuous years (1992)
Adam Kortekaas	Dean Morris	Kathryn Thies	Eric Villeneuve		Guy Carlson
Shelley McCauley	Susan Manning-Zelenak	Todd Janecke	David Frechette		
Casey Dabrowski	Elizabeth Riendeau	Linsey Savage	David Schmit		
Ricky Hipsag	Kristi Jacobs	Rebecca Fideldy	Bryan Lindahl		
Natalie Moren	Dustin Ross	Jared Morse			
Christopher Kebart	Travis Schultz	Randal Washburn			
Miranda Myers	William Hilback	Pamela Peterson			
Denise Cleveland	Shelly Braford	Steven Geving			
Rachelle Dethloff	Jesse Novacek	Cindy Shevich			
Jacob McCartney	Bradley Shannon	Myranda Erickson			
Brian Bourquin	John Herschbach	Janice McKinney			
Gail Guck	Rebecca McDonald	Lisa Munger			
Peggy Rosik		Audra Olson			
Michael Cowan		Anna Cass			
Derek Hanson					
Gwen Hill					
Lee Nowling					
Duane Dockter					
Emily Kurtz					



10 years			5 years	
MARK	RYAN		JEFFREY	DEIHL
ROBERT	ROTHER		MARY	BERARD
ANDREW	FURMAN		VICKI	SUTHERLAND
RYAN	SUTHERLAND		RENIE	RABBITT-ISAACS
GWENDOLINE	RUTHERFORD		SHANE	TROUMBLY
MICHELLE	NELSON		JEREMY	HANSON
RACHEL	METELAK		HOLLY	BUESCHER
CARA	SCOTT		MELISSA	KOSKI
JASON	JOHNSON		JUSTIN	WHIRLEY
KAROLYN	RITTER		CHAD	LATVALA
TAMMI	ALM		HEIDI	KUCK
WENDY	MATHEWS		KYLE	BONESTELL
DANIEL	SWENSON		JACOB	LINDGREN
CHELSEA	RABEY		MATTI	ADAM
TIANA	CARLSON		TYLER	KASPER
ANGELA	WATSON		KELLY	LAMMON
KYLE	CURTISS		SCOTT	SMITH
MICAH	KRAL		TERASA	ANDERSON
GINGER	PARLANTI		JOHN	MEYERS
TAMI	ELICH		CARRIE	WHITMAN
SUSAN	NICHOLS		KIMBERLY	PLUFF
BRENDA	OBERG		BRIANNA	ROBERTS
JOSHUA	FALCK		Leah	Martinetto
TAMMY	KEITH		GREGORY	CHAMBERS
ADAM	RABEY		ANDREW	ELJ
LEAH	HUSO		TARRYN	STEEL
DIANE	NELSON		JASON	CHAMBERLIN
MATTHEW	WINKELS		JAMES	GUSTAFSON
DAMON	TUTTLE		GREGORY	STOLTZ
ERIN	NELSON		TIMOTHY	LASECKI
SARA	THOMPSON		Jayne	Gabler
TRUDY	TWEEDLE-CAGLE		MEGAN	RITTER
JACOB	OLSON		CHRISTOPHER	THOMPSON
CHRISTA	JETLAND		LISA	JACKMAN
RYAN	MISKOVICH		HOPE	DEMARAIS
RYAN	KRUSE		TONY	FREMONT
ANDREW	ANTTILA		SHANNON	BRULEY
JASON	KELLY		CARISSA	NELSON
DEAN	MORRIS		JOHN	BRAY
JULIE	PURDUM		JANNA	WOLTER
SUSAN	MANNING-ZELENAK		SAMANTH	TARBUCK
KENDRA	PREDOVICH		JEREMIAH	JOHNSON
ELIZABETH	RIENDEAU		MELISSA	SKOGLUND
KRISTI	JACOBS		CHRISTINA	RAE
DUSTIN	ROSS		FREDERICK	KNIGHT
TRAVIS	SCHULTZ		CAROL	CLANCEY
ANDRIA	HILTON		AMBER	KALLAUS
WILLIAM	HILBACK		CHRISTAL	ELLIS
SHELLY	BRAFORD		MARY	CHAMBERS
JESSE	NOVACEK		JENNA	SOLTIS
BRADLEY	SHANNON		MELANIE	CARLOS
JOHN	HERSCHBACH		JONATHAN	PRICA
TERRY	SNYDER		LINDSEY	STAYDOHAR

MEGAN	PERRINGTON		SHERRI	BEDDOE
LISA	ARNOLD		SARAH	NORTON
WILLIAM	LINDAHL		HEATHER	ROY
SHELLEY	KEBART		CORY	LEINWANDER
JAMES	PIETILA		DAVID	HILL
CALEB	ZAFFKE		ANTHONY	TROUMBLY
SHELLEY	LADOUX		GLENN	PERRY
TINA	HOLETS		JAKE	SUMNER
NIKKI	ARONSON		MARGARE	ROTHSTEIN
KERI	KESSLER		SHANNON	WEIMER
			JESSE	LEHNER
			KRISTIN	ISAACS
			JEFFREY	GARLOCK
			MICHAEL	IVES
			SHELLEY	MCCAULEY
			CASEY	DABROWSKI
			RICKY	HIPSAG
			Natalie	Moren
			Christophe	Kebart
			Miranda	Myers
			Denise	Cleveland
			JACOB	MCCARTNEY
			Rachelle	Dethloff
			Brian	Bourquin
			Gail	Guck
			Peggy	Rosik
			Michael	Cowan
			Derek	Hanson
			Gwen	Hill
			Lee	Nowling
			Duane	Dockter
			Emily	Kurtz
			Adam	Kortekaas
			BRIAN	HERSCHBACH
			Beau	Thunshelle
			Brandy	Hanson
			Luke	St Germain
			Katie	Benes
			Michael	Loidolt
			Cindy	Bergman
			Nathan	O'Brien
			Garrett	Smith
			Todd	Perala
			Jonathan	Heinrich



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3184

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Farewell to Ronald Delich whose last day as Highway Maintenance Sub-Foreman, Road & Bridge Division, Transportation Department was June 22, 2023 after 22+ years of service.
- Welcome new employee, Cassidy Kamsula, Emergency Communications Specialist, Sheriff Department effective July 10, 2023.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2824

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of July 14, 2023, in the amount of \$854,190.18.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3180

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Special Election Contract with ISD 317

BOARD ACTION REQUESTED:

Approve the contract between Itasca County and ISD 317 for Election Services and authorize necessary signatures.

BACKGROUND:

Upon the fully executed agreement, we'll be able to begin their November 7, 2023 Special Election with a clearer understanding of each entity's responsibilities. Although this is a new process for Itasca County, contracts have been used all across MN with great success.

*Note - any statutory obligations that the County has shall be met even if we are still negotiating said contract.

COUNTY ATTORNEY REVIEW: The contract has been reviewed by County Attorney Adam. County Attorney Adam stated the contract can be moved forward for execution and a final copy is to be provided to her office for their records.

SUPPORTING DOCUMENTATION:

1. ISD 317 Contract

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

**Contract Between Itasca County and
ISD #317 Deer River Public Schools
For Election Services**

This is a contract between the County of Itasca (“County”) and ISD #317 Deer River Public Schools (“School District”) for the provision of election services by Itasca County.

I. Scope and Duration of Contract

This contract applies to election related activities for the elections to be held on November 7, 2023. This contract becomes effective upon execution by all parties and shall continue in effect through November 30, 2023, or such date when all activities under the agreement have been completed, whichever is later.

II. Contract Renewal and Termination

This contract may be renewed by written consent of the County and School District.

This contract shall automatically terminate on November 30, 2023 or on the date that all election related activities from the November 7, 2023 election are completed.

The County may terminate this contract, in whole or in part, if the School District materially fails to comply with any term of the contract, with ten days written notice to the School District.

III. County Responsibilities

- A. Fulfill all County and shared County-School District obligations set forth in Exhibit 1, “Deer River School Special Election Calendar;
- B. Coordinate all School District special election activities;
- C. Assist as needed in drafting election notices for timely publication, posting;
- D. Provide election forms, supplies and other related materials;
- E. Administer absentee voting;
- F. Coordinate absentee ballot board activities;
- G. Operate, test, demonstrate, and provide technical support for all electronic voting systems;
- H. Coordinate election specific coding/programming services for voting system memory cards, ballot layout, and ballot printing;
- I. Conduct preliminary and public accuracy tests of voting systems for all precincts;
- J. Assist with configuration and coordination of combined polling place(s), including appointment and assignment of election and ballot board judges for courthouse use, subject to final approval of the School District;
- K. Provide voting information and results reporting web content for School District and County websites.
- L. Prepare and provide to the School District public maps of School District precinct boundaries and combined polling places if requested at the School District’s expense;
- M. Provide list of trained election judges for each polling location for appointment by the School Board;
- N. Provide pickup times to School District for election materials, ballots, voting stations and electronic voting systems to each polling location;
- O. Compile and report election results and election statistics to the appropriate canvassing boards and the public; and
- P. Coordinate and conduct recount if needed.

IV. School District Responsibilities

- A. Fulfill all School District and shared County-School District obligations set forth in Exhibit 1, “Deer River School Special Election Calendar;
- B. Designate two School District staff as the exclusive contacts for execution of this agreement;

- C. Authorize Itasca County to coordinate programming, layout and printing of ballots with appropriate vendors;
- D. Provide the title and text in electronic format for School District questions and/or candidates and offices to be placed on the ballot;
- E. Designate polling locations pursuant to Minnesota Statutes 204B.16 and 205A.11;
- F. Provide final approval of the ballot;
- G. Provide authorization for the use of an absentee ballot board pursuant to MS 203B.121;
- H. Appoint and pay trained election judges from lists provided by Itasca County; Notify County of selected judges & head judge for each location; notify precincts when equipment/supplies are available for pickup at county office.
- I. Allow coordination of School District and County websites for election information, voting information, and results reporting;
- J. The School District shall not alter voting information and results reporting web content provided;
- K. Prepare and publish, post or mail required election notices, including mailing notice of combined special election polling place when required by Minnesota Statutes 205A.11, Subd. 2a;
- L. Responsible for damage or theft to any voting system or ballot box;
- M. Conduct official canvass of election results following School District election;
- N. Retain final election records for at least 22 months following each election;
- O. Retain permanent record of final election results;

V. Insurance

During the term of this contract, the School District will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen. The School District is responsible for any deductible under its policy. Each party hereby waives and releases the other parties, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties except as otherwise provided in this Clause V.

VI. Indemnification

Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the School District Attorney shall advise the School District on election-related matters. In addition, the School District's Attorney shall assist and cooperate with the County Attorney's Office as may be reasonably requested concerning matters covered by this Contract.

VIII. Election Costs and Payments

The School District shall make a payment to the County within thirty (30) days of the date on which the invoice is received. The total amount billed to the School District for special election services shall include costs for administrative services plus all related variable costs for ballots, programming, absentee voting supplies, postage, rosters, mailing labels, polling place forms and supplies, travel expenses, and any other supplies and copies used for the special election.

The School District is responsible for direct payment of all election judge salaries and expenses related to School District elections.

IX. Recount Expenses

The School District will be responsible for any additional costs resulting from recounts related to this special election in addition to the costs identified in this agreement.

X. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor its representatives are employees of the School District. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments nor any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

XI. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties agree and accept the terms herein described.

COUNTY OF ITASCA

ISD # 317
DEER RIVER PUBLIC SCHOOLS

By:

By:

COUNTY BOARD CHAIR

SCHOOL DISTRICT BOARD CHAIR

Dated: _____

Dated: _____

By:

By:

COUNTY ADMINISTRATOR

CLERK OF THE SCHOOL DISTRICT BOARD

Dated: _____

Dated: _____

APPROVED

APPROVED

By:

By:

COUNTY ATTORNEY

SCHOOL DISTRICT ATTORNEY

Dated: _____

Dated: _____

By:

COUNTY AUDITOR

Dated: _____

Deer River School Special Election
Calendar

Election Day
November 7, 2023

Exhibit 1

	School District responsibility
	County responsibility
	Both have responsibility

Date Notes	Begin Date	End Date	Activity/Task/Event	Statute	Notes	Completed
			Calendar and Contract review with school, state and staff			
	Tuesday, July 18, 2023	Tuesday, July 18, 2023	Publish notice of filing dates	205A.06, Subd. 2	At least two weeks before first day to file affidavits of candidacy	
	Friday, July 21, 2023	Friday, July 21, 2023	Post notice of filing dates	205A.06, Subd. 2	At least ten days before first day to file affidavits of candidacy	
	Tuesday, August 1, 2023	Tuesday, August 15, 2023	Candidate filing period; email copy of candidate filings to Auditor's office as they are received; submit language for ballot questions during this time frame	205A.06, Subd. 1a	98 - 84 days before the election	
Anytime before end date	Wednesday, August 9, 2023	Wednesday, August 9, 2023	Last day to designate new/different combined polling place(s) for the election. Also, hours of voting need to be set prior to giving 74 day notice	205A.11, 205A.09	Effective not less than 90 days ahead of scheduled election, notice to auditor w/in 30 days of action	
Anytime before end date	Wednesday, August 9, 2023	Wednesday, August 9, 2023	Last day to notify County Auditor of combined polling place	204B.16	At least 80 days before the election	
	Thursday, August 17, 2023	Thursday, August 17, 2023	Last day for candidate to withdraw by 5 p.m.	205A.06, Subd. 5	Two days after last day to file	
	Sunday, August 20, 2023	Sunday, August 27, 2023	Programming / Ballots		Approximate dates	
Anytime before end date	Friday, August 25, 2023	Friday, August 25, 2023	Last day to provide notice of special school election to county auditor	205A.07	74 days before the election	
	Friday, August 25, 2023	Friday, August 25, 2023	Last day to cancel special election/notice of cancellation to auditor	205A.05, 205A.07	74 days before the election	
	Friday, August 25, 2023	Friday, August 25, 2023	Last day for school district to provide written notice to Commissioner of Education of certain types of financial-related ballot questions to be voted on at Odd-Year General Elections	205A.07, subd. 3a	74 days before the election	
After formal notice from school	Friday, August 25, 2023	Friday, August 25, 2023	Last day for county auditor to provide notice of election to Secretary of State	205A.07	74 days before the election	
	Saturday, September 9, 2023	Saturday, September 30, 2023	Test ballots & programming-preliminary	206.83	As soon as programming is available	
	Sunday, September 17, 2023	Saturday, September 23, 2023	News release - absentee ballots, when available, where, how to apply, etc.		Weekly to papers, post on county & school website	
Anytime before end date	Friday, September 22, 2023	Friday, September 22, 2023	Absentee ballots available - absentee ballot board must meet to accept/reject voted absentee ballots within statutory deadlines following receipt of completed ballots. Print master list	203B.081, 203B.02	At least 48 days before election, auditor handles any UCCAVAs	
Anytime before end date	Saturday, September 23, 2023	Saturday, September 23, 2023	Send AB applications to permanent Abs	203B.04	At least 45 days before election	
	Sunday, October 8, 2023	Monday, October 23, 2023	Time Period for school districts to send required notices of Odd-Year General Election Date election referendum vote. Mailed to "taxpayers" (list is often obtained through tax office - Deb 218-327-2887)	128c.17, subd. 8(b)	At least 15 days but not more than 30 days before the day of the referendum election	
	Friday, October 13, 2023	Friday, October 13, 2023	Last day to appoint election judges and head judge	204B.21	At least 25 days before	
Anytime before end date	Friday, October 13, 2023	Friday, October 13, 2023	Last day to mail notice of combined polling place to voters	204B.16, subd. 1a	At least 25 days before	
	Sunday, April 25, 2021	Sunday, April 25, 2021	Publish notice of public accuracy test (send to paper dates listed)	206.83	At least 2 days before test	
	Tuesday, October 24, 2023	Tuesday, October 24, 2023	Publish notice of election	205A.07, Subd. 1	At least two weeks before election day	
	Tuesday, October 17, 2023	Tuesday, October 17, 2023	Last day for voter pre-registration	201.061	Closes at 5 p.m. 21 days before election	
	Saturday, October 28, 2023	Wednesday, November 1, 2023	Assemble & pack precinct supply boxes including all mandatory posters & forms		County staff	
Anytime before end date	Friday, October 20, 2023	Friday, November 3, 2023	Post sample ballot	250A.07	At least 4 days before election	
	Tuesday, October 24, 2023	Monday, November 6, 2023	Conduct public accuracy test	206.83	Within 14 days before election	
Anytime before end date	Saturday, October 28, 2023	Saturday, October 28, 2023	Post notice of election	205A.07, Subd. 1	At least ten days before election day	
	TBD	TBD	Review session with election judges, if needed		Date TBD	
	Friday, October 20, 2023	Tuesday, November 7, 2023	Processing of absentee ballots	203B.121	May start 18 days before election after 5 p.m.	
	Tuesday, October 31, 2023	Tuesday, November 7, 2023	Voter and agent delivery period for absentee ballots	203B.11	7 days preceding the elec until 3 pm on election day	
	Tuesday, October 31, 2023	Tuesday, October 31, 2023	Print final master list		7 days preceding the election	
	Tuesday, October 31, 2023	Monday, November 6, 2023	Set up polling place(s) with equipment, ballots, rosters & all supplies just prior to election day		Coordinate with public accuracy test-same day	
	Saturday, November 4, 2023	Saturday, November 4, 2023	AB voting	203B.085	Open from 10am - 3pm for AB Voting	
	Tuesday, November 7, 2023	Tuesday, November 7, 2023	Election day - 12 noon - 8 p.m., no public meetings anywhere in district from 6-8 p.m.	204C.03		
	Tuesday, November 7, 2023	Tuesday, November 7, 2023	Return all rosters, EDRs, supplies, and equipment	204C.27	Election night	
	Wednesday, November 8, 2023	Wednesday, November 8, 2023	Absentee ballot board meets to confirm that all AB's were marked on roster	203B.121	Day after election	
	Wednesday, November 8, 2023	Wednesday, November 8, 2023	School district is to certify vote total of "financial-related" ballot questions (identified in M.S. 205A.07, subd. 3a) on Odd-Year General Election Date ballot to Commissioner of Education - in a timely manner	205A.07, subd. 3a	After the election	
	Friday, November 10, 2023	Friday, November 17, 2023	Conduct canvass of election - school board	205A.10	From the 3rd to 10th day after	

	School District responsibility
	County responsibility
	Both have responsibility



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3181

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Special Election Contract with ISD 319

BOARD ACTION REQUESTED:

Approve the Contract between Itasca County and ISD 319 for Election Services and authorize necessary signatures.

BACKGROUND:

Upon the fully executed agreement, we'll be able to begin their November 7, 2023 Special Election with a clearer understanding of each entity's responsibilities. Although this is a new process for Itasca County, contracts have been used all across MN with great success.

*Note - any statutory obligations that the County has shall be met even if we are still negotiating said contract.

COUNTY ATTORNEY REVIEW: The contract has been reviewed by County Attorney Adam. County Attorney Adam stated the contract can be moved forward for execution and a final copy is to be provided to her office for their records.

SUPPORTING DOCUMENTATION:

1. ISD 319 Contract

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

**Contract Between Itasca County and
ISD #319 Nashwauk Keewatin
For Election Services**

This is a contract between the County of Itasca (“County”) and ISD #319 Nashwauk Keewatin (“School District”) for the provision of election services by Itasca County.

I. Scope and Duration of Contract

This contract applies to election related activities for the elections to be held on November 7, 2023. This contract becomes effective upon execution by all parties and shall continue in effect through November 30, 2023, or such date when all activities under the agreement have been completed, whichever is later.

II. Contract Renewal and Termination

This contract may be renewed by written consent of the County and School District.

This contract shall automatically terminate on November 30, 2023 or on the date that all election related activities from the November 7, 2023 election are completed.

The County may terminate this contract, in whole or in part, if the School District materially fails to comply with any term of the contract, with ten days written notice to the School District.

III. County Responsibilities

- A. Fulfill all County and shared County-School District obligations set forth in Exhibit 1, “Deer River School Special Election Calendar;
- B. Coordinate all School District special election activities;
- C. Assist as needed in drafting election notices for timely publication, posting;
- D. Provide election forms, supplies and other related materials;
- E. Administer absentee voting;
- F. Coordinate absentee ballot board activities;
- G. Operate, test, demonstrate, and provide technical support for all electronic voting systems;
- H. Coordinate election specific coding/programming services for voting system memory cards, ballot layout, and ballot printing;
- I. Conduct preliminary and public accuracy tests of voting systems for all precincts;
- J. Assist with configuration and coordination of combined polling place(s), including appointment and assignment of election and ballot board judges for courthouse use, subject to final approval of the School District;
- K. Provide voting information and results reporting web content for School District and County websites.
- L. Prepare and provide to the School District public maps of School District precinct boundaries and combined polling places if requested at the School District’s expense;
- M. Provide list of trained election judges for each polling location for appointment by the School Board;
- N. Provide pickup times to School District for election materials, ballots, voting stations and electronic voting systems to each polling location;
- O. Compile and report election results and election statistics to the appropriate canvassing boards and the public; and
- P. Coordinate and conduct recount if needed.

IV. School District Responsibilities

- A. Fulfill all School District and shared County-School District obligations set forth in Exhibit 1, “Deer River School Special Election Calendar;
- B. Designate two School District staff as the exclusive contacts for execution of this agreement;

- C. Authorize Itasca County to coordinate programming, layout and printing of ballots with appropriate vendors;
- D. Provide the title and text in electronic format for School District questions and/or candidates and offices to be placed on the ballot;
- E. Designate polling locations pursuant to Minnesota Statutes 204B.16 and 205A.11;
- F. Provide final approval of the ballot;
- G. Provide authorization for the use of an absentee ballot board pursuant to MS 203B.121;
- H. Appoint and pay trained election judges from lists provided by Itasca County; Notify County of selected judges & head judge for each location; notify precincts when equipment/supplies are available for pickup at county office.
- I. Allow coordination of School District and County websites for election information, voting information, and results reporting;
- J. The School District shall not alter voting information and results reporting web content provided;
- K. Prepare and publish, post or mail required election notices, including mailing notice of combined special election polling place when required by Minnesota Statutes 205A.11, Subd. 2a;
- L. Responsible for damage or theft to any voting system or ballot box;
- M. Conduct official canvass of election results following School District election;
- N. Retain final election records for at least 22 months following each election;
- O. Retain permanent record of final election results;

V. Insurance

During the term of this contract, the School District will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen. The School District is responsible for any deductible under its policy. Each party hereby waives and releases the other parties, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties except as otherwise provided in this Clause V.

VI. Indemnification

Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the School District Attorney shall advise the School District on election-related matters. In addition, the School District's Attorney shall assist and cooperate with the County Attorney's Office as may be reasonably requested concerning matters covered by this Contract.

VIII. Election Costs and Payments

The School District shall make a payment to the County within thirty (30) days of the date on which the invoice is received. The total amount billed to the School District for special election administrative services plus all related variable costs for ballots, programming, absentee voting supplies, postage, rosters, mailing labels, polling place forms and supplies, travel expenses, and any other supplies and copies used for the special election.

The School District is responsible for direct payment of all election judge salaries and expenses related to School District elections.

IX. Recount Expenses

The School District will be responsible for any additional costs resulting from recounts related to this special election in addition to the costs identified in this agreement.

X. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor its representatives are employees of the School District. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments nor any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

XI. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties agree and accept the terms herein described.

COUNTY OF ITASCA	ISD # 319 NASHWAUK KEEWATIN
By: _____	By: _____
COUNTY BOARD CHAIR	SCHOOL DISTRICT BOARD CHAIR
Dated: _____	Dated: _____
By: _____	By: _____
COUNTY ADMINISTRATOR	CLERK OF THE SCHOOL DISTRICT BOARD
Dated: _____	Dated: _____
APPROVED	APPROVED
By: _____	By: _____
COUNTY ATTORNEY	SCHOOL DISTRICT ATTORNEY
Dated: _____	Dated: _____

By:

COUNTY AUDITOR

Dated: _____

Nashauk Keewatin Special
Election Calendar

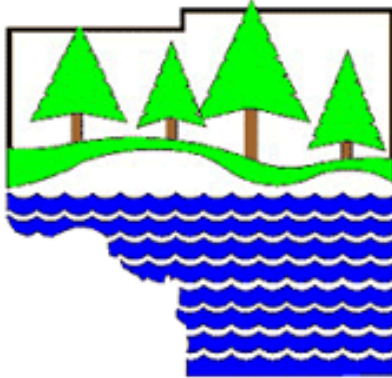
Election Day
November 7, 2023

Exhibit 1

	School District responsibility
	County responsibility
	Both have responsibility

Date Notes	Begin Date	End Date	Activity/Task/Event	Statute	Notes	Completed
			Calendar and Contract review with school, state and staff			
	Tuesday, July 18, 2023	Tuesday, July 18, 2023	Publish notice of filing dates	205A.06, Subd. 2	At least two weeks before first day to file affidavits of candidacy	
	Friday, July 21, 2023	Friday, July 21, 2023	Post notice of filing dates	205A.06, Subd. 2	At least ten days before first day to file affidavits of candidacy	
	Tuesday, August 1, 2023	Tuesday, August 15, 2023	Candidate filing period; email copy of candidate filings to Auditor's office as they are received; submit language for ballot questions during this time as feasible	205A.06, Subd. 1a	98 - 84 days before the election	
Anytime before end date	Wednesday, August 9, 2023	Wednesday, August 9, 2023	Last day to designate new/different combined polling place(s) for the election. Also, hours of voting need to be set prior to giving 74 day notice.	205A.11, 205A.09	Effective not less than 90 days ahead of scheduled election, notice to auditor w/in 30 days of action	
Anytime before end date	Wednesday, August 9, 2023	Wednesday, August 9, 2023	Last day to notify County Auditor of combined polling place	204B.16	At least 90 days before the election	
	Thursday, August 17, 2023	Thursday, August 17, 2023	Last day for candidate to withdraw by 5 p.m.	205A.06, Subd. 5	Two days after last day to file	
	Sunday, August 20, 2023	Sunday, August 27, 2023	Programming / Ballots		Approximate dates	
Anytime before end date	Friday, August 25, 2023	Friday, August 25, 2023	Last day to provide notice of special school election to county auditor	205A.07	74 days before the election	
	Friday, August 25, 2023	Friday, August 25, 2023	Last day to cancel special election/notice of cancellation to auditor	205A.05, 205A.07	74 days before the election	
After formal notice from school	Friday, August 25, 2023	Friday, August 25, 2023	Last day for county auditor to provide notice of election to Secretary of State	205A.07	74 days before the election	
	Saturday, September 9, 2023	Saturday, September 30, 2023	Test ballots & programming-preliminary	206.83	As soon as programming is available	
	Sunday, September 17, 2023	Saturday, September 23, 2023	News release - absentee ballots when available, where, how to apply, etc.		Weekly to papers, post on county & school websites	
Anytime before end date	Friday, September 22, 2023	Friday, September 22, 2023	Absentee ballots available - absentee ballot board must meet to accept/reject voted absentee ballots within statutory deadlines following receipt of completed ballots. Print master list	203B.081, 203B.02	At least 46 days before election, auditor handles any UOCAVAs	
Anytime before end date	Saturday, September 23, 2023	Saturday, September 23, 2023	Send AB applications to permanent Abs	203B.04	At least 45 days before election	
	Friday, October 13, 2023	Friday, October 13, 2023	Last day to appoint election judges and head judge	204B.21	At least 25 days before	
Anytime before end date	Friday, October 13, 2023	Friday, October 13, 2023	Last day to mail notice of combined polling place to voters	204B.16 subd. 1a	At least 25 days before	
	Sunday, April 25, 2021	Sunday, April 25, 2021	Publish notice of public accuracy test (send to paper dates listed)	206.83	At least 2 days before test	
	Tuesday, October 24, 2023	Tuesday, October 24, 2023	Publish notice of election	205A.07, Subd. 1	At least two weeks before election day	
	Tuesday, October 17, 2023	Tuesday, October 17, 2023	Last day for voter pre-registration	201.061	Closes at 5 p.m. 21 days before election	
	Saturday, October 28, 2023	Wednesday, November 1, 2023	Assemble & pack precinct supply boxes including all mandatory posters & forms		County staff	
Anytime before end date	Friday, October 20, 2023	Friday, November 3, 2023	Post sample ballot	250A.07	At least 4 days before election	
	Tuesday, October 24, 2023	Monday, November 6, 2023	Conduct public accuracy test	206.83	Within 14 days before election	
Anytime before end date	Saturday, October 28, 2023	Saturday, October 28, 2023	Post notice of election	205A.07, Subd. 1	At least ten days before election day	
	TBD	TBD	Review session with election judges, if needed		Date TBD	
	Friday, October 20, 2023	Tuesday, November 7, 2023	Processing of absentee ballots	203B.121	May start 18 days before election after 5 p.m.	
	Tuesday, October 31, 2023	Tuesday, November 7, 2023	Voter and agent delivery period for absentee ballots	203B.11	7 days preceding the elec. until 3 pm on election day	
	Tuesday, October 31, 2023	Tuesday, October 31, 2023	Print final master list		7 days preceding the election	
	Tuesday, October 31, 2023	Monday, November 6, 2023	Set up polling place(s) with equipment, ballots, rosters & all supplies just prior to election day		Coordinate with public accuracy test same day	
	Saturday, November 4, 2023	Saturday, November 4, 2023	AB voting	203B.085	Open from 10am - 3pm for AB Voting	
	Tuesday, November 7, 2023	Tuesday, November 7, 2023	Election day - 8 a.m. - 8 p.m. no public meetings anywhere in district from 6-8 p.m.	204C.03		
	Tuesday, November 7, 2023	Tuesday, November 7, 2023	Return all rosters, EDRs, supplies, and equipment	204C.27	Election night	
	Wednesday, November 8, 2023	Wednesday, November 8, 2023	Absentee ballot board meets to confirm that all AB's were marked on roster	203B.121	Day after election	
	Friday, November 10, 2023	Friday, November 17, 2023	Conduct canvass of election - school board	205A.10	From the 3rd to 10th day after	

	School District responsibility
	County responsibility
	Both have responsibility



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3174

DEPARTMENT: Sheriff

TIME REQUESTED: 15 Minutes

PRESENTER: John Linder, Joe Moore

AGENDA ITEM:

Presentation of StormReady Accreditation Certificate by the National Weather Service

BOARD ACTION REQUESTED:

Allow John Linder to accept the StormReady Accreditation Certificate from Joseph Moore, Warning Coordination Meteorologist with the National Weather Service Duluth.

BACKGROUND: Itasca County Emergency Management has been working with the National Weather Service in Duluth to become a StormReady Community for the last year. StormReady program helps communities develop plans to handle all types of extreme weather—from tornadoes to winter storms. The program encourages communities to take a new, proactive approach to improving local hazardous weather operations by providing emergency managers with clear-cut guidelines on how to improve their hazardous weather operations. To be officially StormReady, a community must:

- Establish a 24-hour warning point and emergency operations center.
- Have more than one way to receive severe weather warnings and forecasts and to alert the public.
- Create a system that monitors weather conditions locally.
- Promote the importance of public readiness through community seminars.
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3173

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Hiring of Correctional Employees

BOARD ACTION REQUESTED:

Approve the hiring of 3 FTE Correctional Officers which are required to open the new correctional facility per the DOC Employment Study.

Discuss the housing out-of-county inmates in the new correctional facility.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Cass County Per Diem
2. Jail Expansion
3. DOC Information
4. Jail Personnel Increase

07/05/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 07/11/2023 2:30 PM
RESULT:	APPROVED (5 TO 0)	
MOVER:	Commissioner Terry Snyder	
SECONDER:	Commissioner Cory Smith	
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema	

2021 ESTIMATES
Daily Per Diem Costs of Fourth Housing Unit

	<u>Yearly Cost</u>		<u>Per Diem Cost</u>	<u>Number of Employeess</u>	
<u>Direct Positions</u>		Itasca			
4th Housing Unit Position	402,780.00	5.00	18.39	5	402,780
Rover Position	241,668.00	0.00	11.04	3	0.00
Subtotal	644,448.00		29.43		402780
			22.07		

<u>Indirect Positions</u>					
Program Staff	19,898.00	1.00	0.91	1	82,345.00
Booking Officer Position	17,883.00	1.00	0.82	1	
Shift Supervisor Position	21,793.00	1.00	1.00	1	
Admin Sec/Receptionist	22,630.00	2.00	1.03	1.5	
Operations Lt	25,840.00	1.18	1.18	1	
Master Control Position	89,417.00	4.10	4.08	5	
Training Officer Position	16,333.00	1.00	0.75	1	
Maintenance Position	17,010.00	1.20	0.78		
Subtotal	230,804.00	12.00	10.55		185000

<u>Operational Costs</u>				
Educational & Certifications	146.00		0.01	
Uniforms for Staff	14,696.00		0.67	
Inmate Postage	366.00		0.02	
Telephone Services	1,554.00		0.07	
Other Communications	503.00		0.02	
Membership Dues/Pub. Rel	411.00		0.02	
Inmate Meals	106,960.00		4.88	
Prof & Tech Fee - Other	4,595.00		0.21	
Mach, Equip, Software Serv	2,994.00		0.14	
Equipment and Repair	1,110.00		0.05	
Office Training Budget	5,550.00		0.25	

Machinery/equipment Rental	2,479.00		0.11	
Office Supplies	3,108.00		0.14	
Building Maintenance Supp	8,880.00		0.41	
Safety Supplies	5,328.00		0.24	
Computer Equipment	2,797.00		0.13	
Furn & Eq Other Under \$5K	2,042.00		0.09	
Medical Services	156,837.00		7.16	
Jail Inmate Supp; Lndry; Cloth	25,197.00		1.15	
Utilities @ 22.2%	62,599.00		2.86	
Sanitation	711		0.03	
Miscellaneous	19,929.00		0.91	
Subtotal	428,792.00		19.57	

Total	1,304,044.00	1,016,572.00	59.55		53.64
		287,472.00			

1. only ER transport by ambulance charge
2. other transports will be by LE
3. we will sit at hospital for first 24 hours- at your expense
4. after that your responsible
5. do not need to book back in after court
6. will provide a virtual hearing room
7. State dictates you do it and you are allowed to do the recap
8. Medications- outside cost to you
9. 6696G Standing order- once admitted then medicaid will pick up
10. Dental-emergent only roughly \$300 on the high side but you pay 100% and they don't have to leave the jail.
11. no Other hidden costs

Current Jail Staffing- 24

New Jail Staffing- 27 working Jailers

New Jail with Pod that was going to be vacant= 33

Housing

Only Itasca= Employees needed 0 more/ No Profit

Itasca and Beltrami= 0 employees needed/ Profit \$420,000

Itasca and Cass= 6 employees needed/ Profit \$ 287,492

Itasca, Beltrami, Cass= 6 employees needed/ Profit \$707,492

DOC Mandated 30 staff after a staffing analysis was performed on 06-21-23.

Current Jail Staffing- 24 line staff

New Jail Staffing- 27 w/comp replacement

New Jail with Pod that was going to be vacant= 33 line staff

(Below information is based off the jail hiring to get to 27 line staff before opening).

Housing

All housing numbers have variables and the numbers provided are best estimates.

Only Itasca= Employees needed 0 more/ No Profit

No additional information on this option is needed.

Itasca and Beltrami= 0 employees needed/ Profit \$420,000

This option would bring the most profit but also the least amount of liability. Each inmate brings a level of liability as a human being, as were responsible for their safety and welfare. We currently are in a lawsuit for the last in custody death we had. The job of a jail administrator is to deflect or limit liability of the county in regards to the correctional facility. This option for housing in has the lowest liability and again the highest profit margin.

Itasca and Cass= 6 employees needed/ Profit \$ 287,492

This option is the least profitable and adds 6 staff to the books. The jail is rarely fully staffed, and hiring has proven very challenging. Trying to hire, train, and retain 6 additional staff for this level of profit does not seem feasible in a short period. Not to mention if the jail staffing level goes down by 2 for any length of period (60 days or more) the DOC would require we close down a pod. An example of this is Mille Lacs who is running at 40% capacity as they can not hire enough staff currently. If were under contract and are forced to close down a pod due to lack of staffing, we would have to house Itasca inmates out and keep Cass's inhouse as were under contract.

Itasca, Beltrami, Cass= 6 employees needed/ Profit \$707,492

This option would bring the Itasca jail to around 90% capacity. This option would most likely put us in a position where we will be housing inmates out again. Most likely under 15 housed out per month. Itasca did a saturation this month and arrested 23 people in 8 hours. These types of events would not be possible at this level of capacity. This option also places Itasca County in the highest position for liability, by having 60 additional inmates on hand.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3185

DEPARTMENT: Sheriff

TIME REQUESTED: 10 Minutes

PRESENTER: Joe Dasovich

AGENDA ITEM:

Annual Board Update - Sheriff's Office

BOARD ACTION REQUESTED:

Information only. Annual update of Sheriff's Office.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3182

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Legislative Delegation Luncheon

BOARD ACTION REQUESTED:

Reschedule the Legislative Delegation Luncheon with Itasca County legislators, Lobbyist Loren Solberg, County Board members, and Department Heads.

BACKGROUND:

On June 20, 2023, the County Board scheduled the luncheon for July 25 at 11:30 AM; however, due to the availability of legislators, it is suggested that the luncheon be rescheduled.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to reschedule the Legislative Delegation Luncheon with Itasca County legislators, Lobbyist Loren Solberg, County Board members, and Departments heads to Tuesday, August 29, 2023, beginning at 11:30AM in the Boardroom of the Itasca County Courthouse.

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3183

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Chair

AGENDA ITEM:

Submission of Amicus Brief

BOARD ACTION REQUESTED:

Approve submission of Amicus Brief in support of State of MN Court of Appeals filing, as requested by Mesabi Metallica, reflective of Resolution #2023-26.

BACKGROUND:

At the 7/5/2023 Work Session, the Board approved Intent to Submit an Amicus Brief.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3166

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Itasca Nursing Home - Grand Village Update

BOARD ACTION REQUESTED:

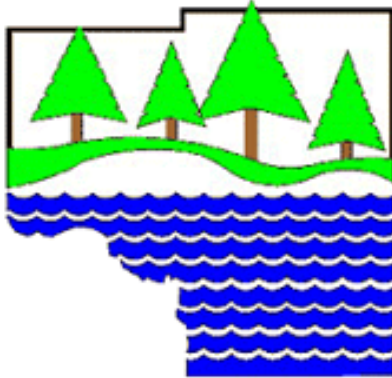
Receive update regarding Itasca Nursing Home - Grand Village.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, July 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3186

DEPARTMENT: Land Department

TIME REQUESTED: 15 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Closed Session per MN Statutes 13D.05, Subd. 3(c)(3)

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.05, Subd. 3(c)(3) Re: Potential Purchase of Parcel Identification Numbers (PINS) 31-023-1100, 31-023-1200, 31-023-1300, 31-023-1400, 31-023-2100, 31-023-2200, 31-023-2300, 31-023-2400, 31-023-3100, 31-023-3200, 31-023-3300, 31-023-3400, 31-023-4100, 31-023-4200, 31-023-4300, 31-023-4400, 31-024-3200 and 31-024-3300.

BACKGROUND:

13D.05 Subd. 3 What meetings may be closed.

(c) A public body may close a meeting:

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property. Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, section [13D.03, subdivision 3](#), applies. An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN