ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 8, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 1, 2023 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Pokegama Dental PLLC, effective 9/1/23.
2. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Iron Range Mental Health.
3. Approve earthen materials lease located in S1/2_SW1/4, Section 7, and NENW, Section 18, all in Township 59 North, Range 24 West (Unorganized Township) to Ulland Bothers, Inc. and authorize necessary signatures.

4. Authorize the Itasca County Board Chair and County Administrator to sign the 2022 Emergency Management Performance Grant (EMPG) in the amount of $36,948.00 which is an agreement between the Commission of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.
5. Authorize the Itasca County Board Chair and County Administrator to sign the 2022 Emergency Management Performance American Rescue Plan Act Grant in the amount of $59,712.00 which is an agreement between the Commission of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.

VI. REGULAR AGENDA

1. Citizen Input

   No citizen input provided.

2. Recognition of County Employees

   The following employees were recognized:

   Welcome to new employee Matthew Sheppard, Highway Maintenance Worker with Road & Bridge Division of the Transportation Department, effective July 31, 2023.

   Welcome to new employee Samantha Schultz, Deputy Sheriff/Road Deputy with Sheriff Department, effective July 31, 2023.

   Welcome to new employee Reid Holum, Deputy Sheriff/Road Deputy with Sheriff Department, effective August 1, 2023.

   Welcome to new employee James Remmers, Highway Maintenance Worker with Road & Bridge Division of the Transportation Department, effective August 7, 2023.

   Welcome to new employee Lucas Magnusson, Deputy Sheriff/Road Deputy with Itasca County Sheriff Department, effective August 7, 2023.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of August 11, 2023, in the amount of $2,262,364.34.

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

4. Bridge Bonding Agreement for SAP 031-598-032 – CR 336 Bridge Replacement

   Motion To: Adopt the Resolution Re: Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions for SAP 031-598-032, which authorizes entering into Mn/DOT Agreement No. 1054399 for Bridge Funding.

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

5. 2022-2024 AFSCME Local 1452 Updated Letter of Agreement – Sub-foreman Assignment
Motion To: Approve and authorize necessary signatures for the 2022-2024 AFSCME Local 1452 Updated Letter of Agreement for Sub-foreman Assignments.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding recent Budget Work Sessions, as well as the next meeting scheduled for Tuesday, August 22, 2023 beginning at 9 AM in the Boardroom of the Itasca County Courthouse.

Commissioner Ives provided comment regarding the recently held Tall Timber Days event.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 2:47 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, August 8, 2023

RESOLUTION 2023-33

RE: AGREEMENT TO STATE TRANSPORTATION FUND LOCAL BRIDGE REPLACEMENT PROGRAM GRANT TERMS AND CONDITIONS FOR SAP 031-598-032

WHEREAS, Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 31585; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $2,027,675.11 by reason of the lowest responsible bid.

NOW THEREFORE BE IT RESOLVED, that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of August A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 8th day of August A.D. 2023.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 1, 2023 | 2:30 PM | Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Vice Chair Snyder called the meeting to order at 02:30 PM.

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the Agenda as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 25, 2023 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. IMCare Provider Participation Agreement with Pokegama Dental PLLC

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/08/2023 2:30 PM**

2. IMCare Provider Participation Agreement with Iron Range Mental Health

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/08/2023 2:30 PM**

3. 2022 Emergency Management Performance Grant (EMPG)

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/08/2023 2:30 PM**

4. 2022 Emergency Management Performance American Rescue Plan Act Grant

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/08/2023 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No Citizen Input given.

2. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Warrants in the amount of $1,263,369.51.

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

3. Special Election Contract with ISD 318

Motion To: Approve the contract between Itasca County and ISD 318 for Election Services and authorize the necessary signatures.

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

4. Northeast Minnesota Regional Solid Waste Management Plan

Motion To: Adopt the Resolution Re: Approval and Adoption of the Northeast Minnesota Regional Solid Waste Management Plan, which approves and adopts said plan.

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

5. Earthen Materials Lease on Tax Forfeited Trust Property

Assistant Land Commissioner Michael Gibbons provided information regarding the request to enter into an earthen materials lease located in S1/2_SW1/4, Section 7, and NENW, Section 18, all in Township 59 North, Range 24 West (Unorganized Township) to Ulland Bothers, Inc.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/08/2023 2:30 PM**

6. Bid Award for Contract – 59832, CR 336 Bridge Replacement

Motion To: Award Contract 59832 - CR 336 Bridge Replacement to S & R Reinforcing, Inc. and authorize the required signatures on the contract documents.

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

7. Equipment Replacement Schedule Review

   Highway Maintenance Director Kory Johnson and Purchasing/Equipment Maintenance Supervisor Charlie Castle provided information on the equipment replacement schedule developed by the Transportation Department.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMITTEE REPORTS

Commissioner Smith reported on County Road and Snomobile Trail issues in Commissioner District 1.

Commissioner Johnson reported on the Northeast Emergency Committee Meeting last week.

Commissioner Terry Snyder reported on the Lights and Pines Safety Meeting, Fairground Task Force, Grand Village, Watershed Grand Rapids Meeting, and the first Budget Meetings.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Johnson, Commissioner Snyder and County Attorney Matti Adam commented on the National Night Out.

Commissioner Johnson commented on the Car Show and Swap Meet.

County Attorney commented on the legalization of cannabis.

X. CLOSED SESSIONS

XI. ADJOURN

Vice Chair Snyder adjourned the meeting at 3:06 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, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3210

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

AGENDA ITEM:
IMCare Provider Participation Agreement with Pokegama Dental PLLC

BOARD ACTION REQUESTED:
Authorize IMCare Director and County Board chair to sign the contract between IMCare and Pokegama Dental PLLC, effective 9/1/23.

BACKGROUND:
This is due to a change in ownership.

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:
1. Provider Participation Agreement 2020 - 10.01.17
2. Provider Participation Agreement - Pokegama Dental Signed

08/01/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/08/2023 2:30 PM**

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

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3211

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

AGENDA ITEM:
IMCare Provider Participation Agreement with Iron Range Mental Health

BOARD ACTION REQUESTED:
Authorize IMCare Director and County Board chair to sign the contract between IMCare and Iron Range Mental Health.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:
1. Provider Participation Agreement 2020 - 10.01.17
2. Provider Participation Agreement Iron Range Mental Health - signed

08/01/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/08/2023 2:30 PM**

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

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3200

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Michael Gibbons

AGENDA ITEM:
Earthen Materials Lease on Tax Forfeited Trust Property

BOARD ACTION REQUESTED:
Approve earthen materials lease located in S1/2_SW1/4, Section 7, and NENW, Section 18, all in Township 59 North, Range 24 West (Unorganized Township) to Ulland Bothers, Inc. and authorize necessary signatures.

BACKGROUND:
Ulland Brothers, Inc. was recently awarded the bituminous paving project with Itasca County Transportation Department for County State Aid Highway #7 on July 25, 2023 (RBA 2023-3189). Ulland Brothers, Inc. has requested to use Scenic-Buck Lake Pit located on tax-forfeited trust property for this project.

We are requesting action today if acceptable to the County Board, as this would allow adequate time for staging of equipment and materials for the county road project.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Scenic_Buck_EML_2023

08/01/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/08/2023 2:30 PM**

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

ITASCA COUNTY

LEASE FOR REMOVAL OF EARTHEN MATERIALS FROM TAX FORFEIT LANDS

This Agreement made this **8th day of August 2023,** by and between the Itasca County Land Department, County of Itasca a body corporate and politic, hereinafter referred to as Lessor, and **Ulland Brothers, Inc., PO Box 340, Cloquet, MN** hereinafter referred to as Lessee, and

WHEREAS, Pursuant to MN Stat. 282.04, Subd. 1, and approval by the Board of County Commissioners, approve an earthen materials lease identified and appraised by the Land Department. Said materials located on:

S1/2 SW1/4, Section 7; NENW, Section 18; All in Township 59 North, Range 24 West of the 4th PM, as determined by Itasca County Land Department

WHEREAS, the Lessee was the successful bidder for the CSAH 7 paving project with Itasca County Transportation Department, and have requested use of the above described gravel pit. Gravel rates for pit run material $1.50 per cubic yard, loose volume (LV); An additional $0.10/cubic yard reclamation fee to be added.

NOW, THEREFORE, in consideration of the terms, covenants and obligations hereinafter contained, the parties do agree as follows:

1) Lessee agrees that payment for all earthen materials removed from said pit shall be at the rate of $1.50 per cubic yard loose volume (LV) measure, plus $0.10/cubic yard reclamation fee. The Lessee shall make an initial non-refundable payment as follows:

a.	Minimum taking of 18,000 cubic yards (LV) X $1.50/cubic yard -	$27,000.00
b.	Sales tax on earthen materials $27,000.00 X $0.06875 MN tax -	$1,856.25
c.	Sales tax on earthen materials $27,000.00 X $0.01 County tax -	$270.00
d.	Reclamation fee on 18,000 cubic yards X $0.10/cubic yard -	$1,800.00
e.	Administration fee –	$150.00
f.	**TOTAL DUE -**	**$31,076.25**

2) Timber damages will be determined and charged for at prevailing prices based on what damages occur. Lessee must pay for stumpage on any timber that must be removed.

3) Any excess common borrow material from this project i.e., muck, road spoils brough into the pit for permanent disposal must be pre-approved by Land Commissioner. This would include type of materials and storage locations. Disposal fee is $0.40/cubic yard upon approval.

4) Billing and payment for the materials taken under this permit shall be based upon weight, cross-section measurement, or truck load measurements taken after the execution of this contract. The Lessor and Lessee agree that a combination of methods may be used to determine pit volume removed as described herein. Methods and manner of determining pit volume removed must be deemed acceptable by Land Commissioner. In the event of any dispute, the decision of the Land Commissioner as to the amounts of material removed shall be final.

4) The sale of earthen material described herein, does not imply that the material meets the standards for quality or quantity that may be required for any specific projects on which it may be used. Lessee shall determine the suitability of said materials prior to its purchase.

5) That Lessee agrees that future final payment to the Lessor for materials taken shall be made after all earthen materials have been extracted and billed based on methods determined in item #3 above as approved by the Land Commissioner. Itasca County Transportation Department may also aid as to verify final volumes used for their projects. Payments by the Lessee shall be made within thirty (30) days of billings and checks made payable to the Itasca County Auditor and mailed to the Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744. After thirty (30) days, any unpaid bills will accrue interest at a rate of 12% APR. This lease for purchase of earthen materials shall expire on December 31, 2023. There may be additional agreements for the storage of materials that extend beyond the 2023 date. These agreements will be negotiated separately.

6) The Lessor retains the right to have the Itasca County Land Department make periodic inspections of the pit site to ensure compliance with the terms of this contract. Further, it is understood and agreed that the Lessor may make periodic inquiries and verification concerning the Lessee's project and amount of materials utilized by the Lessee from the pit operations.

7) The Lessee further agrees that in removing materials from said pit, the Lessee shall comply with the following conditions:

A. All clearing, excavation, stockpiling or filling attendant to pit operations shall be at least 100 feet from the right of way of any public road and in compliance with zoning or other requirements.

B. Any topsoil remaining in the pit area after clearing and grubbing operations shall be stripped and stockpiled in a location approved by the Land Commissioner.

C. Existing vegetation shall remain as a screen between the pit site and surrounding public roads. If additional screening is requested, a sketch and description of the required screening shall be composed by the Land Commissioner and provided to the Lessee. At Lessee's expense, Lessee shall thereafter complete the requested screening in a reasonable amount of time and in a reasonable manner.

D. The Lessee shall insure that the pit shall not drain directly into any protected water. All areas of the pit shall be adequately drained to prevent confinement of water; no pit shall be excavated to a depth closer than 12 inches above adjoining swamp water levels to provide adequate root depth to sustain a commercially productive forest, unless approved in writing by the Land Commissioner.

E. All entrances and exits shall be constructed so as not to create a traffic safety hazard, and during the hours of operation of the pit, "Trucks Hauling" signs shall be placed along all public roadways leading to the pit entrance(s) at a distance of not less than 500 feet from the entrance(s). Hours of operation shall be in accordance with those set forth in the Itasca County Environmental Services' Extractive Uses Handout (see Itasca County Environmental Services website for details).

F. All barriers controlling access to the pit, such as gates, etc., shall have prior approval of the Land Commissioner, and shall be clearly visible to prevent safety hazards to snowmobilers and other members of the public. The use of cable, chain, or similar type barriers is specifically prohibited by the Lessor.

G. All trees, brush, stumps and debris resulting from clearing, stripping and pit operations shall be burned or hauled away upon cessation of pit operations. Burying materials is not allowed. All burning shall be done in accordance with Minnesota Statutes and Department of Natural Resources regulations.

H. The Lessee is solely responsible for compliance with all applicable State, Federal and Local laws, including OSHA, MPCA, and MSHA Regulations, during the term of this agreement and responsible for acquiring any necessary permits.

I. The Lessee must confine operations to the boundaries established by the Land Commissioner.

J. Cubic yards of aggregate removed from tax forfeit property, for which a royalty payment is assessed, shall be based on a loose volume measurement. The following conversion factors will apply.
- One short ton = 0.7143 cubic loose yards
- One cubic yard loose volume = 1.4 short tons
- One cubic yard bank volume measure = 1.2 cubic yards loose volume
- One short ton = 2,000 pounds

K. Bituminous plant on premises shall be temporary and comply with MPCA requirements. Lessee shall obtain all applicable permits. After bituminous job is completed, plant shall be removed promptly along with all evidence of a plant having been present.

8) The Lessee shall always keep the permit area neat and free from refuse during the life of this permit. Prior to expiration of this permit or cessation of the operation, all equipment of the Lessee shall be removed from the pit site. Large rocks must be placed at the edge of the disturbed area at a location agreeable with the Lessor.

9) There is are number of existing forest access roads that may be rendered unusable from this extractive use. Any forest roads that are unusable must be replaced in a location agreeable with the Lessor at the Lessees sole expense. Replacement roads must be built to a similar quality to the roads rendered unusable.

10) Prior to cessation of the operation, the Lessee shall slope all sides or banks of the pit from any common property line to the floor of the pit, to minimize the hazard to the public and to minimize erosion. In no case shall there be a slope steeper than 3:1. The top of all banks shall be rounded with a radius of approximately ten (10) feet. The bottom of the pit shall be shaped so as not to pond water during normal weather conditions. All reclaiming activity must be done keeping in mind any zoning or other requirements for temporary borrow areas. General shaping shall be done to give the appearance of a closed pit, except where agreed upon.

11) In reclaiming the excavated area no topsoil may be spread on the disturbed area. All topsoil set aside must be left in piles for future reclamation in locations designated by the Lessor.

12) It is specifically understood that this permit may not in any way be reassigned by the Lessee to any other party. The Lessee may not grant permission to any third parties to enter upon the property described in said permit without first obtaining written approval from the Land Commissioner.

13) The Lessor retains the right to suspend and/or terminate this permit immediately upon breach of any of the terms or conditions herein set forth. This lease is non-exclusive, meaning other leases and special product permits may be issued.

14)

A. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this contract.

B. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	Limits
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

		Limits
b.	Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	$1,500,000
c.	Workers' Compensation and Employer's Liability:	Statutory Limits
	If the Lessee is based outside the State of Minnesota, coverage must apply to Minnesota laws	

		Limits
d.	Employer's Liability	
	Bodily injury by:	
	Accident - Each Accident	$500,000
	Disease - Policy Limit	$500,000
	Disease - Each Employee	$500,000

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

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

Agreement.

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. Lessee also agrees that any contract let by Lessee for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Lessee to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Lessee, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Lessee to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
1.	Bodily Injury by Accident, each accident	$500,000
2.	Bodily Injury by Disease, policy limit	$500,000
3.	Bodily Injury by Disease, each employee	$500,000

Note: all states endorsement is required if Lessee is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

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

Coverage above shall also include:
- Premises - Operations
- Contractual Liability (including oral and written contracts)
- Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-

Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit $1,500,000

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

D. **Lessee 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 Lessor under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**

E. In addition to any other rights contained herein the Lessor reserves the right to terminate, suspend or rescind this contract if the Lessee is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor upon written request.

15) That the Lessee shall be financially responsible for and take all actions necessary to open the described tract (pit) for the extraction of earthen materials which shall include the construction of any access roads. These actions shall be in conformance with all statutes, rules and regulations and further subject to approval of Lessor.

16) Itasca County Land Commissioner is the authorized agent of Itasca County for the purposes of management of this lease agreement. All communications, notices, or demands from the parties shall be directed to the Land Commissioner at the Itasca County Courthouse, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744 (218) 327-2855, on behalf of the Lessor and Tim Grahek, PO Box 340, Cloquet, MN 55720, on behalf of the Lessee.

LESSEE		***LESSOR***	
Ulland Brothers, Inc.		By: ______________________ Itasca County Auditor	__________ Date
____________________________ Authorized Representative	__________ Date	By: ______________________ County Board Chair	__________ Date

Approved as to form and execution.

____________________________ __________
Itasca County Attorney Date

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3213

DEPARTMENT: Sheriff **TIME REQUESTED:** < 5 Minutes
PRESENTER: John Linder

AGENDA ITEM:
2022 Emergency Management Performance Grant (EMPG)

BOARD ACTION REQUESTED:
Authorize the Itasca County Board Chair and County Administrator to sign the 2022 Emergency Management Performance Grant (EMPG) in the amount of $36,948.00 which is an agreement between the Commission of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.

BACKGROUND:
The 2022 Emergency Performance Grant (EMPG) has been applied for on annual basis since 2004 to supplement the cost associated with employing the position of Emergency Manager.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 EMPG

08/01/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/08/2023 2:30 PM**

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

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	**Grant Program:** 2022 Emergency Management Performance Grant **Grant Contract Agreement No.:** A-EMPG-2022-ITASCACO-033
Grantee: Itasca County 123 Northeast 4th Street Grand Rapids, MN 55744	**Grant Contract Agreement Term:** **Effective Date:** 01/01/2022 **Expiration Date:** 12/31/2023
Grantee's Authorized Representative: Itasca County Sheriff's Office / Emergency Management Division ATTN: John Linder – Emergency Manager 440 Northeast 1st Avenue Grand Rapids, MN 55744-2656 Phone: 218-327-7483 E-mail: john.linder@co.itasca.mn.us	**Grant Contract Agreement Amount:** Original Agreement $ 36,948.00 Matching Requirement $ 36,948.00
State's Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	**Federal Funding:** CFDA/ALN: 97.042 **FAIN:** EMC-2022-EP-00007 **State Funding**: None **Special Conditions**: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. §16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2022 Emergency Management Performance Grant Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2022 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: ______________________

Date: ______________________

3. STATE AGENCY

Signed: ______________________
(with delegated authority)

Title: ______________________

Date: ______________________

Grant Contract Agreement No./ P.O. No. A-EMPG-2022-ITASCACO-033 / P.O. No. 3000084202

Project No.:N/A

2. GRANTEE
The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Signed: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Signed: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2022 (EMPG) Emergency Management Performance Grant

Budget Summary (Report)

Organization:
Itasca County

EXHIBIT A
A-EMPG-2022-ITASCACO-033

Budget		
Budget Category	**Award**	**Match**
Planning		
EM Dept Special Project - EOC Supplies	$3,650.00	$0.00
Total	$3,650.00	$0.00
Organization		
EM Dept Salary and Fringe Benefits	$33,298.00	$36,948.00
Total	$33,298.00	$36,948.00
Total	$36,948.00	$36,948.00
Allocation	$36,948.00	$36,948.00
Balance	$0.00	$0.00

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3214

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: John Linder

AGENDA ITEM:
2022 Emergency Management Performance American Rescue Plan Act Grant

BOARD ACTION REQUESTED:
Authorize the Itasca County Board Chair and County Administrator to sign the 2022 Emergency Management Performance American Rescue Plan Act Grant in the amount of $59,712.00 which is an agreement between the Commission of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.

BACKGROUND:
The 2022 Emergency Management Performance American Rescue Plan Act Grant is a redistribution of unused funds from the previous year. Itasca County applied for and has been awarded $59,712.00 for the purpose of purchasing emergency response equipment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 Emergency Management Performance American Rescue Plan Act Grant

08/01/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/08/2023 2:30 PM**

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

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	**Grant Program:** 2022 Emergency Management Performance American Rescue Plan Act Grant **Grant Contract Agreement No.:** A-EMPG-ARPA-2022-ITASCACO-005
Grantee: Itasca County 123 Northeast 4th Street Grand Rapids, MN 55744	**Grant Contract Agreement Term:** **Effective Date:** 01/01/2023 **Expiration Date:** 09/30/2023
Grantee's Authorized Representative: Itasca County Sheriff's Office / Emergency Management Division ATTN: John Linder – Emergency Manager 440 Northeast 1st Avenue Grand Rapids, MN 55744-2656 Phone: 218-327-7483 E-mail: john.linder@co.itasca.mn.us	**Grant Contract Agreement Amount:** Original Agreement $ 59,712.00 Matching Requirement $ 59,712.00
State's Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	**Federal Funding:** CFDA/ALN: 97.042 **FAIN:** EMC-2021-EP-00012 **State Funding**: None **Special Conditions**: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. §16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2022 Emergency Management Performance American Rescue Plan Act Grant Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223, St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2022 Emergency Management Performance American Rescue Plan Act Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: ______________________

Date: ______________________

3. STATE AGENCY

Signed: ______________________
(with delegated authority)

Title: ______________________

Date: ______________________

Grant Contract Agreement No./ P.O. No. A-EMPG-ARPA-2022-ITASCACO-005 / P.O. No. 3000088842

Project No.:N/A

2. GRANTEE
The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Signed: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Signed: ______________________

Print Name: ______________________

Title: ______________________

Date: ______________________

Distribution: DPS FAS
Grantee
State's Authorized Representative

2022 (EMPG-ARPA) Emergency Management Performance American Rescue Plan Act Grant

Budget Summary (Report)

Organization:
Itasca County

EXHIBIT A
A-EMPG-ARPA-2022-ITASCACO-005

Budget		
Budget Category	**Award**	**Match**
Equipment		
Emergency Response Equipment	$59,712.00	$0.00
Total	$59,712.00	$0.00
Organization		
EM Dept Salary and Fringe Benefits	$0.00	$59,712.00
Total	$0.00	$59,712.00
Total	$59,712.00	$59,712.00

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2795

DEPARTMENT: Administrative Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3221

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:

- Welcome to new employee Matthew Sheppard, Highway Maintenance Worker with Road & Bridge Division of the Transportation Department, effective July 31, 2023.
- Welcome to new employee Samantha Schultz, Deputy Sheriff/Road Deputy with Sheriff Department, effective July 31, 2023.
- Welcome to new employee Reid Holum, Deputy Sheriff/Road Deputy with Sheriff Department, effective August 1, 2023.
- Welcome to new employee James Remmers, Highway Maintenance Worker with Road & Bridge Division of the Transportation Department, effective August 7, 2023.
- Welcome to new employee Lucas Magnusson, Deputy Sheriff/Road Deputy with Itasca County Sheriff Department, effective August 7, 2023.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2826

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 August 11, 2023, in the amount of $2,262,364.34.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3222

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Rachel Metelak

AGENDA ITEM:
Bridge Bonding Agreement for SAP 031-598-032 - CR 336 Bridge Replacement

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions for SAP 031-598-032, which authorizes entering into Mn/DOT Agreement No. 1054399 for Bridge Funding.

BACKGROUND:
The replacement of the bridge on CR 336 over the Prairie River will occur from late summer, 2023 through summer, 2024. Construction will be funded by bridge bonding and county preservation.

The State of Minnesota Bridge Bond Funds are in the amount of $2,027,675.00 for Bridge No. 31585, SP 31-598-032. Passing the attached resolution and executing Agreement Number 1054399 is required before the state releases funds to the County.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. 031-598-032 Grant Agreement - For Board Signature

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 8, 2023

RESOLUTION 2023-33

RE: AGREEMENT TO STATE TRANSPORTATION FUND LOCAL BRIDGE REPLACEMENT PROGRAM GRANT TERMS AND CONDITIONS FOR SAP 031-598-032

WHEREAS, Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 31585; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $2,027,675.11 by reason of the lowest responsible bid.

NOW THEREFORE BE IT RESOLVED, that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of August A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 8th day of August A.D. 2023.

Administrator

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)

GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

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

   Contact: Karin Grandia, PE

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 031-598-032 Prairie River Bridge Old No. – 7108 & 93290 New No. - 31585	$2,027,675.11	$434,330.66	December 31, 2028

3. Total Amount of LBRP Grant for all projects under this Agreement: $2,027,675.11

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By:______________________________
Burl Ives

Title: Itasca County Board Chair

Date:______________________________

By:______________________________
Karin Grandia

Title: Itasca County Engineer

Date:______________________________

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: ______________________________
State Aid Programs Manager

Date: ______________________________

Office of Contract Management

By: ______________________________
Contract Administrator

Date: ______________________________

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
LBRP Grant (Acct 377)	$2,027,675.11
Other:	
	$
	$
	$
Subtotal	$2,027,675.11
Public Entity Funds:	
Matching Funds Local Match	$434,330.66
Other:	
	$
	$
	$
Subtotal	$434,330.66
TOTAL FUNDS	$2,462,005.77

=

USES OF FUNDS

Expenses	Amount
Items Paid for with LBRP Grant Funds:	
Bridge Construction	$2,027,675.11
	$
	$
	$
	$
Subtotal	$2,027,675.11
Items paid for with Non-LBRP Grant Funds:	
Bridge Non-Eligible Items	$434,330.66
	$
	$
	$
Subtotal	$434,330.66
TOTAL PROJECT COSTS	$2,462,005.77

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

(Provide for enough time in the schedule to final the project through the MnDOT state aid pay request process.)

Award Date [August 1, 2023]
Construction Start Date [August 15, 2023]
Construction Substantial Complete Date [August 31, 2024]
Contract Final Completion Date [December 31, 2028]

INSERT APPARENT LOW BIDDER WORKFORCE CERTIFICATE BID FORM

TO THE
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

I hereby certify that I am in compliance with the workforce requirements outlined in Minnesota Statutes Section 363A.36, and (check one of the three below, as applicable):

_____ Have a Workforce Certificate issued by the Department of Human Rights

_____ Have applied for a Workforce Certificate to the Commissioner of Human Rights, which is pending

X Have a business with less than 40 employees and therefore are not subjected to the workforce requirements outlined in Minnesota Statutes Section 363A.36

Christine S

Signature of Bidder Christine Strohmayer

POSITION President

NAME OF FIRM S+R Reinforcing, Inc

DATE 8/1 20 23

INSERT APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM

TO THE

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

I hereby certify that I am in compliance with the equal pay requirements outlined in Minnesota Statutes Section 363A.44, and (check one of the three below, as applicable):

____ Have an Equal Pay Certificate issued by the Department of Human Rights

____ Have applied for an Equal Pay Certificate to the Commissioner of Human Rights, which is pending

X Have a business with less than 40 employees and therefore are not subjected to the equal pay requirements outlined in Minnesota Statutes Section 363A.44

Christine [signature]
Signature of Bidder Christine Strohmayer

POSITION President

NAME OF FIRM S+R Reinforcing, Inc

DATE 8/1 20 23

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) **of Itasca**, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated ________________, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: __________________, 20____

____
Itasca County, a political subdivision of the State of Minnesota

By: _________________________________
Name: Burl Ives
Title: Itasca County Board Chair

By: _________________________________
Name: Karin Grandia
Title: Itasca County Engineer

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

SAP 031-598-032
Bridge No. – 31585

- EXHIBIT A -

772578

- HIGHWAY EASEMENT DESCRIPTION -

Itasca County Project: SAP 031-598-032
COUNTY ROAD 336, ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #04-136-3200)
(Description based on recorded Documents #A000271811 & #A000609098)
Government Lot 5, Section 36, Township 58 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #02** in Government Lot 5, Section 36, Township 58 North, Range 24 West, Itasca County, Minnesota, lying within 50.00 feet of **ALIGNMENT D336**, defined with stationing on SHEET 02 of this **EXHIBIT A**, between the west line of said Government Lot 5 and a line drawn perpendicular to said **ALIGNMENT D336** through Station 58+20,

AND together with an additional 10.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in Government Lot 5 lying within 60.00 feet and northerly of said **ALIGNMENT D336** between the west line of said Government Lot 5 and a line drawn perpendicular to said **ALIGNMENT D336** through Station 52+80,

AND together with an additional 20.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in Government Lot 5 lying within 70.00 feet and northerly of said **ALIGNMENT D336** between lines drawn perpendicular to said **ALIGNMENT D336** through Station 52+80 and Station 54+20,

AND together with an additional 10.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in Government Lot 5 lying within 60.00 feet and northerly of said **ALIGNMENT D336** between lines drawn perpendicular to said **ALIGNMENT D336** through Station 54+20 and Station 55+40,

AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in Government Lot 5 lying within 55.00 feet and southerly of said **ALIGNMENT D336** between lines drawn perpendicular to said **ALIGNMENT D336** through Station 54+50 and Station 56+20,

AND together with an additional 20.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in Government Lot 5 lying within 70.00 feet and southerly of said **ALIGNMENT D336** between lines drawn perpendicular to said **ALIGNMENT D336** through Station 56+20 and Station 57+40.

Containing 1.82 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #02** more particularly defined on "**ATTACHMENT TE**" to this **EXHIBIT A**.

772578

- EXHIBIT A -
- EASEMENT DETAIL -
COUNTY ROAD 336, ITASCA COUNTY, MINNESOTA

NOTES:
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY NORTH ZONE.

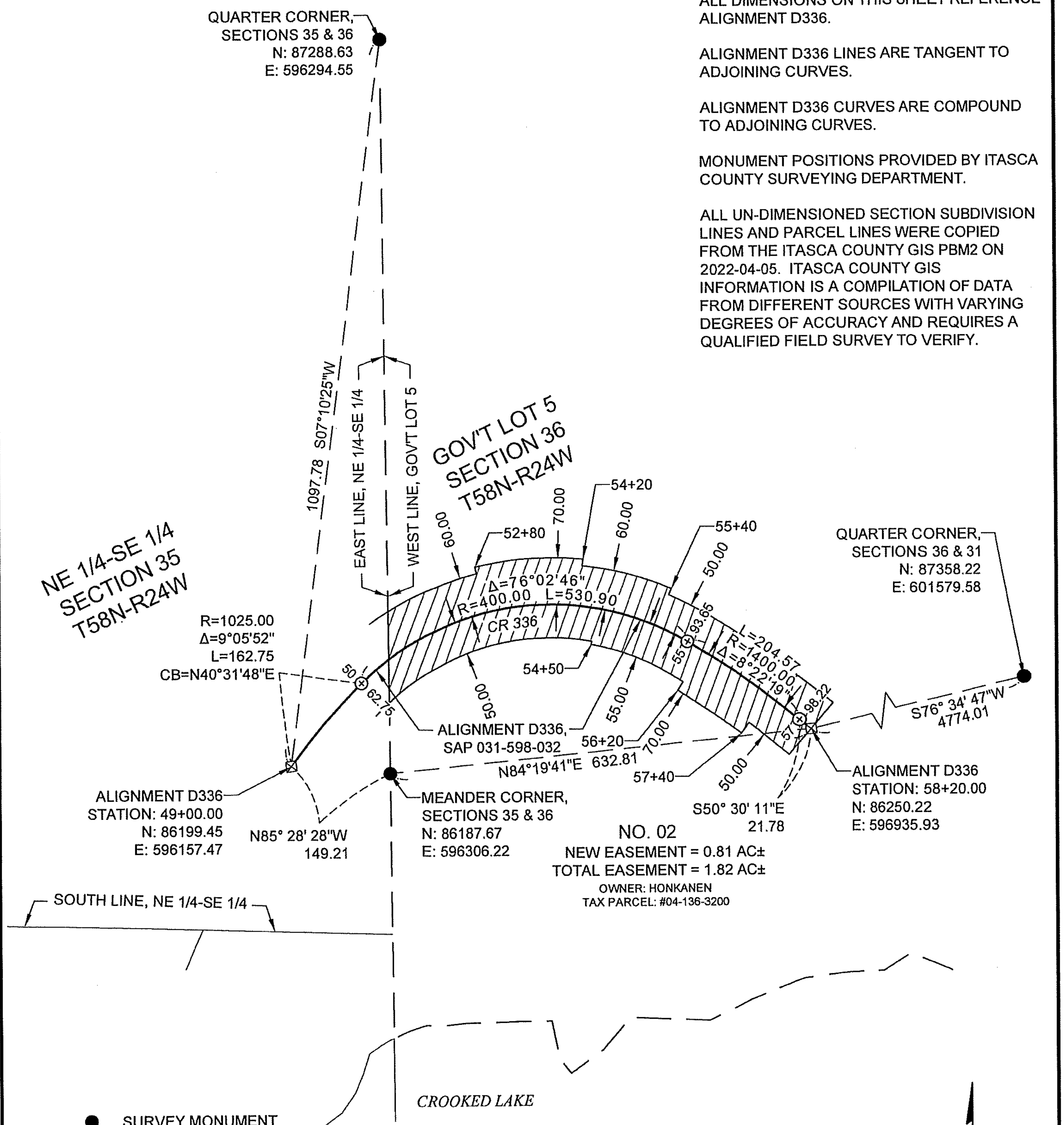
ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D336.

ALIGNMENT D336 LINES ARE TANGENT TO ADJOINING CURVES.

ALIGNMENT D336 CURVES ARE COMPOUND TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS PBM2 ON 2022-04-05. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.



SURVEY MONUMENT

75 ⊕ 04 ALIGNMENT D336 STATION (1+00 = 100')

CALCULATED POSITION ON ALIGNMENT D336

REPRESENTS PERMANENT EASEMENT

FILE PATH (N:\CR 336\031-598-032\DWG ROW)

EASE_HONK_031-598-032_R1.DWG	DATE: 04-13-2023	SAP 031-598-032 EASEMENT	SHEET 02

- EXHIBIT A -
- HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-598-032
COUNTY ROAD 336, ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #01 (Tax Parcel #04-135-4100)
(Description based on recorded Document #A000693581)

The Northeast Quarter of the Southeast Quarter, Section 35, Township 58 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #01** in the Northeast Quarter of the Southeast Quarter, Section 35, Township 58 North, Range 24 West, Itasca County, Minnesota, lying between lines offset parallel 50.00 feet left and 40.00 feet right from **ALIGNMENT D336**, defined with stationing on SHEET 02 of this **EXHIBIT A**, from the south line of said **Tract #01** to the east line of said **Tract #01**,

AND together with an additional 10.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #01** in the Northeast Quarter of the Southeast Quarter, lying within 50.00 feet to the right of said **ALIGNMENT D336** from a line drawn perpendicular to said **ALIGNMENT D336** at Station 49+00 to the east line of said **Tract #01**,

AND together with an additional 10.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #01** in the Northeast Quarter of the Southeast Quarter, lying within 60.00 feet to the left of said **ALIGNMENT D336** from a line drawn perpendicular to said **ALIGNMENT D336** at Station 49+65 to the east line of said **Tract #01**.

Containing 1.13 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #01** more particularly defined on "**ATTACHMENT TE"** to this **EXHIBIT A**.

- EXHIBIT A -
- EASEMENT DETAIL -
COUNTY ROAD 336, ITASCA COUNTY, MINNESOTA

NOTES:
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY NORTH ZONE.

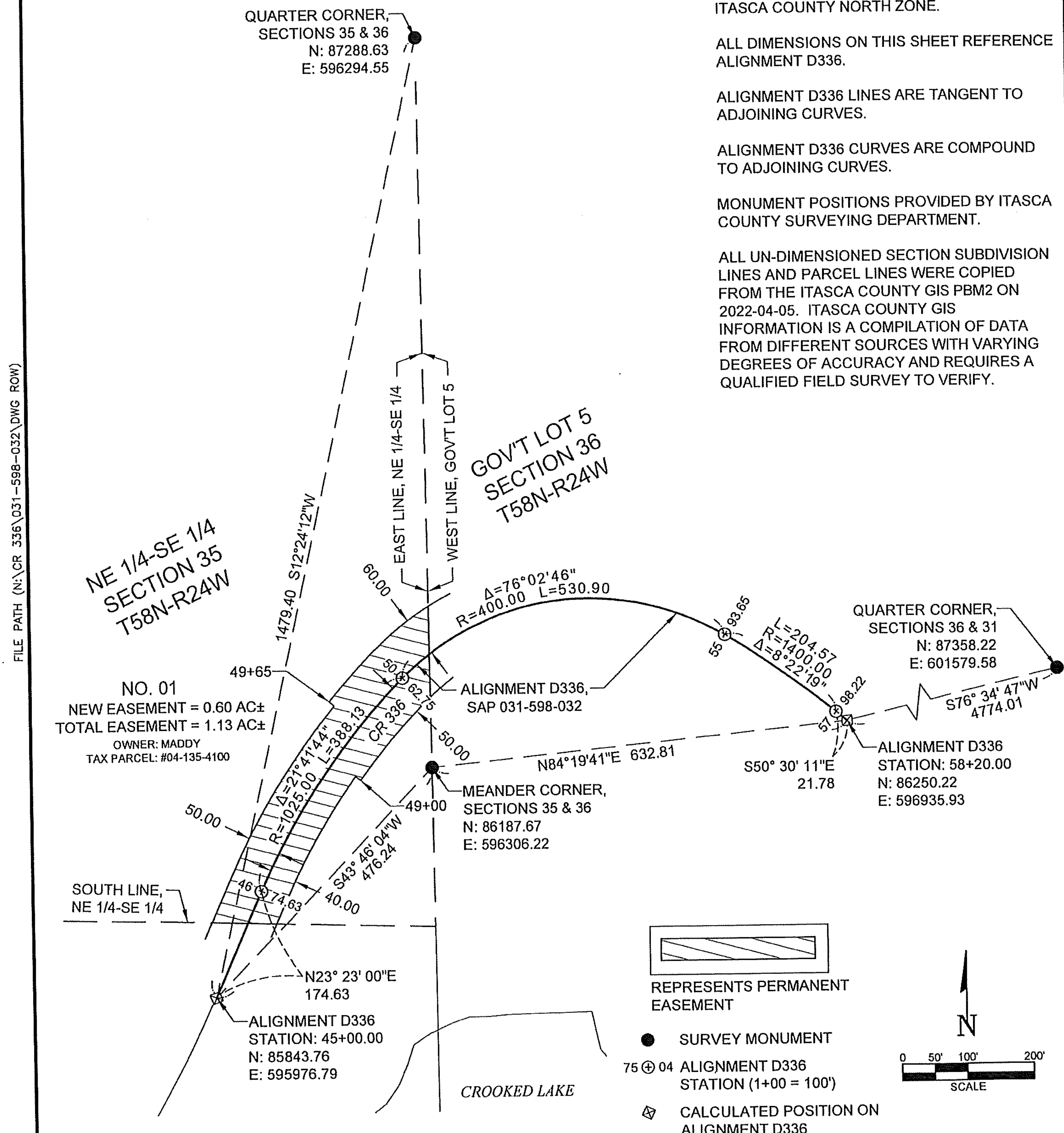
ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D336.

ALIGNMENT D336 LINES ARE TANGENT TO ADJOINING CURVES.

ALIGNMENT D336 CURVES ARE COMPOUND TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS PBM2 ON 2022-04-05. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.



EASE_MADD_031-598-032_EXA_R2.DWG	DATE: 06-21-2023	SAP 031-598-032 EASEMENT	SHEET 02

- EXHIBIT B -
- HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-598-032
COUNTY ROAD 319, ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #01 (Tax Parcel #04-135-4100)
(Description based on recorded Document #A000693581)

The Northeast Quarter of the Southeast Quarter, Section 35, Township 58 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

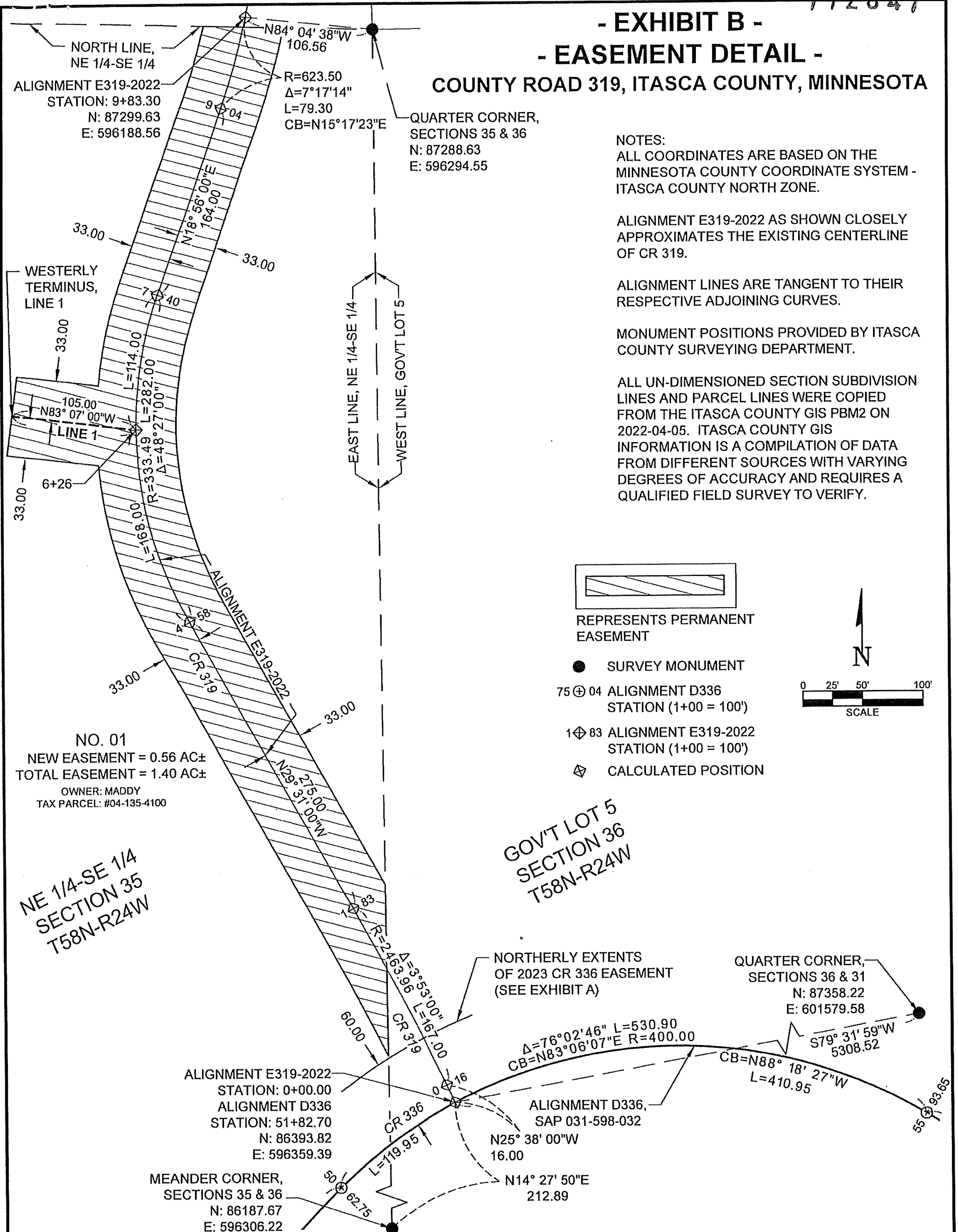
A permanent easement for highway purposes over, under, and across that part of **Tract #01** in the Northeast Quarter of the Southeast Quarter, Section 35, Township 58 North, Range 24 West, Itasca County, Minnesota, lying within 33.00 feet of **ALIGNMENT E319-2022**, defined with stationing on SHEET 02 of this **EXHIBIT B**, and lying outside of the 2023 County Road 336 permanent highway easement defined in the attached **EXHIBIT A** from the document recorded as #A000772846 in the office of the Itasca County Recorder,

AND together with a permanent easement for highway purposes over, under, and across that part of said **Tract #01** in the Northeast Quarter of the Southeast Quarter, lying within 33.00 feet of "**LINE 1**" as defined on said SHEEET 02 of this **EXHIBIT B**, between a line offset parallel 33.00 feet westerly from said **ALIGNMENT E319-2022** and a line drawn perpendicular to said "**LINE 1**" at its westerly terminus.

Containing 1.40 acres, more or less.

772847

- EXHIBIT B -
- EASEMENT DETAIL -
COUNTY ROAD 319, ITASCA COUNTY, MINNESOTA



NOTES:
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY NORTH ZONE.

ALIGNMENT E319-2022 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CR 319.

ALIGNMENT LINES ARE TANGENT TO THEIR RESPECTIVE ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS PBM2 ON 2022-04-05. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

REPRESENTS PERMANENT EASEMENT

SURVEY MONUMENT

75 ⊕ 04 ALIGNMENT D336 STATION (1+00 = 100')

1 ⊕ 83 ALIGNMENT E319-2022 STATION (1+00 = 100')

CALCULATED POSITION

N

0 25' 50' 100'
SCALE

FILE PATH (N:\CR 336\031-598-032\DWG ROW)

EASE_MADD_031-598-032_EXB_R2.DWG	DATE: 06-23-2023	SAP 031-598-032 EASEMENT	SHEET 02

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

MnDOT 30809(6/2020)

DEPARTMENT OF TRANSPORTATION

APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification

Project Number	031-598-032	Old Bridge Number	7108 & 93290
New Bridge No.	31585	Over	Prairie River
County of	Itasca	Road or Street No.	CR 336
Township of	Balsam	Road or Street Name	CR 336
Municipality of	NA	Proposed Const Year	2024

Does the municipality have a population of 5,000 or less? ☐ Yes ☐ No

Eligibility

Local Bridge Planning Index (LPI) 21

NBI Appraisal Ratings: Deck Geometry 5 Approach Roadway 2 Waterway Adequacy 6

Date of Council/Board action prioritizing this bridge 2/22/2022

Is this a road-in-lieu of bridge project? ☐ Yes ■ No

Prioritization

How many people are affected by this deficiency? 280 What is the ADT on this bridge? 280

Describe the economic importance of replacing this bridge.

Replacing the current deficient bridge will serve to improve the county transportation system and ensure the flow of people and goods is not interrupted.

Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ■ No

(Attach additional sheets for explanation if necessary)

Is the township net tax capacity less than $300,000? ☐ Yes ■ No

Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ■ No

National Register of Historic Places link here: http://www.nps.gov/history/nr/research/

Cost Estimate

	Eligible Amount	Ineligible Amount
Structure Costs	$ 1,876,170.00	$ 75,000.00
Approach Costs	$ 217,245.00	$ 428,980.50
Engineering Costs	$	$ 129,155
Total Costs	$ 2,093,415	$ 633,135.50
Total Project Cost	$ 2,726,550.50	

Karin Grandia Digitally signed by Karin Grandia Date: 2022.12.18 04:30:24 -06'00'

County/City Engineer Date

DSAE

DISTRICT STATE AID ENGINEER RECOMMENDATION

Replace X Defer ____

District State Aid Engineer Signature 3/20/2023 Date

Approval

STATE AID USE ONLY

Federal-Aid	$
State-Aid	$
Local/Other	$
Town Bridge	$
Unallocated Town Bridge	$
State Bridge Funds	$
Total	$

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LBRP Grant" - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LBRP" - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LBRP Grant" - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

"Public Entity" - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 G**rant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV
DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:
Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.

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

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:

Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at:

Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

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

Tuesday, August 8, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3223

DEPARTMENT: Transportation **TIME REQUESTED:** < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
2022-2024 AFSCME Local 1452 Updated Letter of Agreement - Sub-foreman Assignment

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2022-2024 AFSCME Local 1452 Updated Letter of Agreement for Sub-foreman Assignments

BACKGROUND:
In response to a Step 1 grievance, the County Engineer has negotiated with AFSCME Local 1452 proposed updated language to an existing Letter of Agreement regarding sub-foreman assignments, and these proposed changes have been approved by the 1452 Executive Board. The Human Resources Director has also reviewed the proposed changes.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. LOA 1452 Aug 2023 Sub-foreman Assignment

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

LETTER OF AGREEMENT

BETWEEN THE COUNTY OF ITASCA AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #1452

(Sub-foreman Assignment)

The purpose of the Letter of Agreement (hereinafter referred to as the Agreement) between the County of Itasca (hereinafter referred to as the County or the Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #1452 (hereinafter referred to as ASFCME or the Union) is to establish terms for the County to develop, implement and monitor a trial program of assigning sub-foreman duties to a designated Highway Maintenance Worker. The County and Union will collectively be referred to as the parties.

In order to implement the County's planned Sub-foreman assignment, the parties agree as follows:

1. The County will recognize the Highway Maintenance Worker assigned sub-foreman duties as a member of the bargaining unit through the period of time covered by this Letter of Agreement. The individuals (s) so assigned will continue to accrue seniority in Article 10 as though they were a Highway Maintenance Worker for the duration of the assignment.

2. The compensation of the assignment will be rated at the grade of a sub-foreman.

3. The individual assigned to perform sub-foreman duties in this trial program will be determined through an application process.

    a. The assignment will be open to current Highway Maintenance Workers who do not have in their personnel file a written reprimand, suspension or demotion that stems from an incident dated within the last 12 months and who have not received a rating of less than solid contributor in any performance rating criteria for the last 12 months prior to selection for the assignment.
    b. Eligible Highway Maintenance Workers will be permitted to express their interest in the assignment once the internal posting process is complete. The most senior qualified applicant from that shop will be appointed.
    c. The County Engineer will have authority and discretion to appoint provided that first consideration is given to seniority and qualifications for the job.
    d. The County Engineer will have authority and discretion to remove any individual from the assignment who fails to perform the duties of sub-foreman after the employee is given notice and has repeatedly failed in their efforts to make satisfactory improvement, is issued a written reprimand, suspension or demotion or repeatedly receives a performance review rating of less than solid contributor in any rating criteria.
    e. The assigned individual will have the ability to discontinue the assignment by notifying the County Engineer if they are no longer interested.
    f. The Union may file a grievance related to whether first consideration was based on seniority in the assignment or related to the disqualification or removal of any sub-foreman but said grievances may not proceed beyond Article 13 – Step 3 decisions by the County Board or its designee.
    g. In no instance may a class action grievance related to the assignment be submitted.

4. During the term of this Letter of Agreement, Appendix G Full Time Appointments – Subforeman and Lead Workers is null and void.

5. In the absence of a Highway Maintenance Supervisor and sub-foreman for one (1) or more days, the most senior HMW shall assume the duties of sub-foreman and be paid at the grade for a sub-foreman for all hours absent the sub-foreman.

6. This Letter of Agreement will take effect on August 8, 2023, or the date that all required signatures are obtained by the County, whichever is later.

7. This trial program is intended to allow the County the opportunity to determine whether such an assignment operates in the best interests of the County's efficient operation. The parties agree that this trial program pursuant to this Agreement may be discontinued unilaterally by either the County or the Union providing at least thirty (30) calendar days' notice to the opposing party. In addition, this Agreement will automatically expire on December 31, 2024 unless specifically extended in writing signed by both parties.

8. This Agreement will not operate as a wavier of any County or Union rights, operate as a binding past practice or operate as contract interpretation for any existing provision of the collective bargaining agreement. Upon expiration of the Agreement the County and Union will revert to their full rights that existed prior to entering into this Agreement. This Agreement may be entered into evidence only in support of a claim of breach of this agreement. This Agreement may not be entered into evidence in any arbitration or hearing in support of a waiver of rights claim, to support a past practice claim or as an aid for purposes of contract interpretation for any existing provision of the collective bargaining agreement.

9. All current sub-foreman and lead workers will remain in their assignments until they vacate that assignment or until they receive repeated unsatisfactory performance review ratings or receive disciplinary action of a written reprimand, suspension or demotion. Any shops that are currently rotating lead worker assignments will identify the most senior of the lead workers in rotation as the shop lead worker.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _________ day of ____________________, 2023.

FOR: ITASCA COUNTY	FOR: THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNIION #1452
________________________	[illegible] 1452 President
________________________	Troy [illegible] C-65