



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 12, 2024

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.12 (American Rescue Plan (ARP) Request – Marcell Township) and #6.13 (American Rescue Plan (ARP) Request – Bigfork Ambulance Service) and approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, February 27, 2024, County Board Regular Session.

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Removal from the Provisions of MN Statutes Chapter 238 in Unorganized Township T59N-R24W, which allows for the removal of Unorganized Township T59N-R24W from the provisions of MN Statutes Chapter 238 as Paul Bunyan Rural Telephone Cooperative will be providing service to fewer than 1,000 subscribers per MN Statutes 238.02, Subd. 3(b)(1).

2. Appoint Pat Schwartz to the Housing & Redevelopment Authority (HRA) fulfilling an unexpired vacancy effective March 12, 2024 through December 21, 2024.
3. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1056368 with the State of Minnesota for the purchase of a new mower at the Grand Rapids/Itasca County Airport in the amount of \$65,175.60 and authorizes necessary signatures.
4. Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Red Eye Saloon located at 12386 State Highway 65, Swan River, MN 55784.
5. Approve the Cooperative Construction Agreement with the City of Calumet for the CSAH 84 road and utility improvements.
6. Approve earthen materials lease located in SWSE, Section 21, All in Township 60 North, Range 24 West (Unorganized Township) to TNT Construction Group, LLC and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
Dan Butterfield provided citizen input regarding the proposed Short-Term Rental Ordinance that the County Board will be considering on April 2, 2024.

Rich Anderson and Paul Askegaard provided citizen input regarding a variance request on Moose Lake that is expected to be before the County Board at a future meeting.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Legislative Conference Call
No Legislative Conference Call provided.
3. Roots & Wings Early Learning Center, LLC Presentation/Request
Krista and Rob Sjostrand provided a presentation regarding the Roots & Wings Early Learning Center, LLC project.

Motion To: Approve the American Rescue Plan (ARP) Fund Request, in the amount of \$150,000 for the Roots & Wings Early Learning Center, LLC project.

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

Motion To: Approve Letters of Support for the Roots & Wings Early Learning Center, LLC application for the Minnesota Department of Employment and Economic Development (DEED) Childcare Economic Development Grant and funding request from IRRR.

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

4. Recognition of County Employees

The following employees were recognized:

Welcome to new employee, Angela Decker, Assessment Technician with the Assessor's Department, effective March 4, 2024.

Farewell to Susan Manning-Zelenak whose last day as HR Specialist with the Human Resource Department will be May 15, 2024, after 11+ years of service.

Welcome to new employee, Greg Lease, Deputy Sheriff/Road Deputy with the Sheriff's Department, effective March 4, 2024.

Welcome to new employee, Aiva Brenna, Corrections Deputy with the Sheriff's Department, effective March 11, 2024.

Farewell to Justin Lee whose last day as Assistant County Attorney with the Attorney's Department will be March 8, 2024 after 3+ years of service.

Welcome to new employee, Brian Olds, Emergency Communications Specialist with the Sheriff's Department, effective March 4, 2004

Welcome to new employee, Remington Laveau, Corrections Deputy with the Sheriff's Department, effective March 11, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 15, 2024, in the amount of \$1,038,288.10.

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

6. Schedule Public Hearing

Motion To: Schedule a Public Hearing Re: Adoption of a Local Housing Trust Fund (LHTF) Ordinance to be held at the Tuesday, April 2, 2024 County Board Work Session, which begins at 2:30 PM.

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

7. NE MN HOME Consortium Advisory Committee Guideline Update and Appointments

Motion To: Accept the NE MN HOME Consortium Advisory Committee guideline update; appoint Commissioner Burl Ives to serve as alternate on the NE MN HOME Consortium Advisory Committee for an indefinite term as long as elected; and appoint the Kootasca Program Director to serve on the NE MN HOME Consortium Advisory Committee for an indefinite term.

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

8. American Rescue Plan (ARP) Request – Bowstring Airport

Motion To: Approve the American Rescue Plan (ARP) Request, in the amount of 15,120, from the Bowstring Airport.

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

9. American Rescue Plan (ARP) Request – Itasca County Sheriff's Office/1000 Lakes SWAT

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$100,000, from the Itasca County Sheriff's Office/1000 Lakes SWAT.

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

10. REVISED-Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA)

Motion To: Approve a revised Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA) to undertake a compensation market study and a benefits survey and analysis in 2024.

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

11. Project Labor Agreements for 2024 Highway Construction Projects

Motion To: Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2024 Transportation Department Projects - Project Labor Agreements Worksheet".

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Burl Ives
NAYS:	Cory Smith, John Johnson, Casey Venema

Motion To: Authorize the County Transportation Department to not require PLA's on the following projects: CSAH 29 Bituminous Overlay/Rehab, CSAH 70 Bridge Replacement, CSAH 70 Bridge Replacement, CSAH 81 Bituminous Overlay, and CSAH 84 City of Calumet Bituminous Rehab.

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

Motion To: Authorize the County Transportation Department to require PLA's on the following projects: CR 560 Bituminous Overlay, CSAH 62 Bituminous Rehab/Overlay, and CSAH 35 Bituminous Overlay/Rehab.

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

12. American Rescue Plan (ARP) Request – Marcell Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$17,865.28, from Marcell Township.

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

13. American Rescue Plan (ARP) Request – Bigfork Ambulance Service

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$69,697.56, from the Bigfork Ambulance Service.

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

VII. COMMISSIONER COMMENTS

Commissioners Ives, Venema, and Smith provided comments in recognition of students across all local school districts who participated in postseason competitions.

Commissioner Snyder provided comment regarding annual township meetings in the area.

Commissioner Smith provided comment regarding a recent meeting with Mark Box relative to housing development and park system updates in Deer River.

Commissioner Venema provided comment regarding a recent meeting of the Highway 169 Coalition.

Commissioner Johnson provided comment regarding a recent Coleraine City Council meeting.

Commissioner Johnson and Administrator Skyles provided comment regarding a bill currently in the Public Safety Committee of the House of Representatives which would require Counties to provide telephone services to inmates above and beyond the telephone and cell phone access currently available.

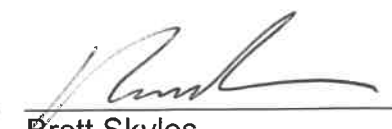
VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 3:45 PM.

ATTEST


John Johnson
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, March 12, 2024

RESOLUTION 2024-13

**RE: REMOVAL FROM THE PROVISIONS OF MN STATUTES CHAPTER 238 IN UNORGANIZED
TOWNSHIP T59N-R24W**

WHEREAS, Paul Bunyan Rural Telephone Cooperative ("Grantee") desires to maintain and operate a cable system ("System") to provide cable service in Unorganized Township T59N-R24W in Itasca County, Minnesota ("County"); and

WHEREAS, Minnesota Statutes § 238.02, Subd. 3, provides that the County may, by resolution, remove the System from the provisions of Minnesota Statutes Chapter 238 if the system services fewer than one thousand (1,000) cable television subscribers; and

WHEREAS, the County and Grantee agree that the System serves fewer than one thousand (1,000) cable television subscribers; and

WHEREAS, Grantee agrees to comply with all applicable County ordinances governing use of the public rights-of-way as well as all state and federal laws applicable to the provision of cable service.

NOW THEREFORE BE IT RESOLVED, Itasca County, Minnesota hereby resolves that the System operated by Grantee in Unorganized Township T59N-R24W shall be removed from the provisions of Minnesota Statutes Chapter 238.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of March A.D. 2024 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 12th day of March A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

RESOLUTION 2024-14

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1056368, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-102 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

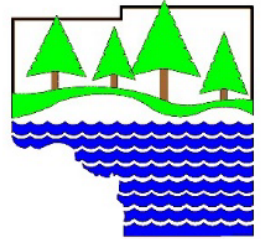
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of March A.D. 2024 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 12th day of March A.D. 2024.

Administrator



March 12, 2024

Chair:

PULL: None

ADDITIONS:

1. Item #6.12 – American Rescue Plan (ARP) Request – Marcell Township
2. Item #6.13 – American Rescue Plan (ARP) Request – Bigfork Ambulance Service

CHANGES:

1. Item #5.2 should read as follows:
Appoint Pat Schwartz to the Housing & Redevelopment Authority (HRA) fulfilling an unexpired vacancy effective March 12, 2024 through December ~~24~~31, 2024.

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Absent	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 Agenda as amended adding item 6.13 and item 6.14.

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

IV. MINUTES APPROVAL

Motion To: Approve Minutes delineated.

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

1. Approve the minutes of the February 20, 2024, County Board Work Session.

V. CONSENT AGENDA

Motion To: Approve Consent agenda as delineated.

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

1. Approve submission of a grant request to MnDOT Aeronautics for Snow Removal Equipment at the Bowstring Municipal Airport in the amount of \$144,876.45 including a local match of \$14,487.65.

2. Award Contract 65205 for CSAH 52 Grading, Aggregate Base, & Bituminous Surfacing to TNT Construction Group, LLC in the amount of \$2,698,800.00 and authorize the required signatures on the contract documents.
3. Approve the Cooperative Construction Agreement with the City of Deer River for CSAH 81 (1st Avenue) road improvements.
4. Approve three Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Goodland Township and authorize necessary signatures.
5. Approve four Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Township 59, Range 22, 23, 24 and 25 and authorize necessary signatures.
6. Approve two Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Carpenter and Balsam Township and authorize necessary signatures.
7. Award 2024 Tree Planting Contract to Great Lakes Forestry, LLC in the amount of \$26,560.75 to be paid from Forest Resource Fund 12 and authorize necessary signatures.
8. Award 2024 Site Preparation Contract to Future Forests Inc. in the amount of \$62,467.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
9. Adopt the Resolution Re: Nashwauk Multi-use Trailhead Federal Recreational Trails Program Grant Application and authorize necessary signatures.
10. Adopt the Resolution Re: Bass Lake Park and Campground Community Infrastructure Grant Application, and authorize necessary signatures.
11. Adopt the Resolution Re: Popple River Multi-Use Recreational Trail Bridge Federal Recreational Trails Program Grant Application, and authorize necessary signatures.
12. Approve the application and acceptance, if awarded, of the Yamaha Outdoor Access Initiative Grant and authorize necessary signatures.

VI. REGULAR AGENDA

1. Receive Citizen Input
No citizen input provided.
2. Legislative Conference Call
Representative Ben Davis gave updates.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Recognition of County Employees
The following employees were recognized:

Farewell to Paul Meyer whose last day as Social Worker, with the Health & Human Services Department will be February 29, 2024, after 28+ years of service.

Welcome to new employee, Kayson Angell, Corrections Deputy with the Sheriff Department, effective February 20, 2024.

Farewell to Emily Kurtz whose last day as Probation Officer - Senior with the Probation Department will be March 8, 2024, after 6+ years of service.

Farewell to Eric Riihinen whose last day as Civil Design Engineer with the Transportation Department was February 23, 2024, after 1 month of service.

Congratulations to Wendy Mathews who has promoted from Child Support Officer to Lead Child Support Officer with the HHS Department effective on February 11, 2024.

Farewell to Mary Berard whose last day as Lead Eligibility Specialist with the Health & Human Services Department will be March 8, 2024, after 10+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Reschedule the Public Hearing

Motion To: Approve reschedule of Public Hearing Re: Adoption of a Short-Term Rental Ordinance to Tuesday, April 2, 2024.

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

5. American Rescue Plan (ARP) Request - Wabana Recreation Complex Project.

Motion To: Approve American Rescue Plan (ARP) Request for \$50,000 to the Wabana Recreation Complex Project.

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

6. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 1, 2024, in the amount of \$907,157.76.

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

7. Employee Expense Report Approval

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

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

8. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for February 2024, in the amount of \$930,569.83.

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

9. County Based Purchasing (IMCare) Division Update/Presentation
Health Plan Division Manager Sarah Anderson introduced Executive Director, Steve Gottwalt who provided a County Based Purchasing (IMCARE) Division Update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Upper Mississippi Headwaters (UMHW) Watershed Based Funding Update
Motion To: Approve Upper Mississippi Headwaters (UMHW) Watershed Based 2022-23 amended workplan/budget and 2024-25 workplan/budget.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Terry Snyder, John Johnson, Casey Venema
NAYS:	Burl Ives
ABSENT:	Cory Smith

11. Project Labor Agreements for 2024 Highway Construction Projects
Motion To: Authorize the County Transportation Department to not require a PLA for CSAH 61.

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

12. Joint Powers Agreement Between Itasca County and the Minnesota State, BCA
Motion To: Adopt the Resolution Re: Approving State of Minnesota Joint Powers Agreements with the County of Itasca on Behalf of Its Sheriff Regarding the Minnesota Internet Crimes Against Children Task Force (ICAC) which approves the Multi-Agency Law Enforcement Joint Powers Agreements between Itasca County and the State of Minnesota BCA and authorizes necessary signatures.

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

13. Grand Itasca Clinic and Hospital letter of support to expand obstetric services
Motion To: Approve signature of Grand Itasca Clinic and Hospital letter of support to expand Obstetrics Department.

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

14. American Rescue Plan (ARP) Request - Itasca Ski and Outing Club, Inc.

Motion To: Approve American Rescue Plan (ARP) request for \$15,000 to Itasca Ski and Outing Club, Inc.

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

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the Deer Hunters Association meeting talks. Commissioner Venema provided comment regarding AMC conference attended with Commissioner Johnson. Topics included mental health of minors, EMS, CPI, Tyler vs. Hennepin.

Commissioner Johnson provided comment regarding Probation Advisory Meeting attended with Commissioner Snyder. Also commented on talks with Mount Itasca regarding future.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:01 PM.

ATTEST

John Johnson
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, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3499

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Removal from the Provisions of MN Statutes Chapter 238 in Unorganized Township T59N-R24W

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Removal from the Provisions of MN Statutes Chapter 238 in Unorganized Township T59N-R24W, which allows for the removal of Unorganized Township T59N-R24W from the provisions of MN Statutes Chapter 238 as Paul Bunyan Rural Telephone Cooperative will be providing service to fewer than 1,000 subscribers per MN Statutes 238.02, Subd. 3(b)(1).

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca_T59N-R24W_Opt Out Letter 02.26.2024

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
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, March 12, 2024

RESOLUTION 2024-13

**RE: REMOVAL FROM THE PROVISIONS OF MN STATUTES CHAPTER 238 IN UNORGANIZED
TOWNSHIP T59N-R24W**

WHEREAS, Paul Bunyan Rural Telephone Cooperative ("Grantee") desires to maintain and operate a cable system ("System") to provide cable service in Unorganized Township T59N-R24W in Itasca County, Minnesota ("County"); and

WHEREAS, Minnesota Statutes § 238.02, Subd. 3, provides that the County may, by resolution, remove the System from the provisions of Minnesota Statutes Chapter 238 if the system services fewer than one thousand (1,000) cable television subscribers; and

WHEREAS, the County and Grantee agree that the System serves fewer than one thousand (1,000) cable television subscribers; and

WHEREAS, Grantee agrees to comply with all applicable County ordinances governing use of the public rights-of-way as well as all state and federal laws applicable to the provision of cable service.

NOW THEREFORE BE IT RESOLVED, Itasca County, Minnesota hereby resolves that the System operated by Grantee in Unorganized Township T59N-R24W shall be removed from the provisions of Minnesota Statutes Chapter 238.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of March A.D. 2024 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 12th day of March A.D. 2024.

Administrator

February 26, 2024

Brett Skyles, County Administrator
123 NE 4th Street
Grand Rapids, MN 55744



Re: Paul Bunyan Communications Cable Television Services
Minnesota Statutes Chapter 238 - opt out provisions
For township: T59N-R24W

Dear Brett:

Paul Bunyan Communications is committed to meeting the needs and expectations of its members and customers by providing quality, innovative communications services throughout Northern Minnesota.

Minnesota Statutes Chapter 238 require certain actions when a “cable” television provider has more than 50 subscribers in a town (or township). Paul Bunyan Communications has exceeded (or is expected to soon exceed) 50 television subscribers in your township. Unfortunately, this creates additional requirements for the township and Paul Bunyan. There are two ways a township and Paul Bunyan may comply with these requirements:

- 1) Cable television service providers in larger areas with the potential for over 1,000 cable subscribers are typically required to obtain a cable franchise granted by a municipality. However, the cable franchise process set forth in state law was adopted nearly 40 years ago and can take months to complete considering that several meetings may need to take place, while also adding additional legal and administrative costs; OR
- 2) The second option is to use an exclusion in Minnesota Statutes Chapter 238 designed to make the process easier for smaller, rural communities. Minnesota Statutes Section 238.02, subd. 3(b)(1), provides that if the cable system serves fewer than one thousand (1,000) cable subscribers, the township may vote, by resolution, to remove the system from the provisions of Minnesota Statutes Chapter 238.

Paul Bunyan Communications respectfully requests that your township consider choosing option #2 and vote to remove the system from the provisions of Minnesota Statutes Chapter 238. By doing so, Paul Bunyan Communications can continue to provide “cable” television service in your township. Attached is a proposed resolution for review and consideration by the Board of Supervisors.

Please feel free to give me a call or send an e-mail if you have any question or need additional information. (218) 333-1907 or patti@paulbunyan.net

Sincerely,
Patti Horazuke
Regulatory Compliance Specialist
Paul Bunyan Communications



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3513

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Appointment - Housing & Redevelopment Authority (HRA)

BOARD ACTION REQUESTED:

Appoint Pat Schwartz to the Housing & Redevelopment Authority (HRA) fulfilling an unexpired vacancy effective March 12, 2024 through December 21, 2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. HRA Board Info 2024
2. Housing & Redevelopment Authority - Application - P Schwartz
3. APPT Housing & Redevelopment Authority - P Schwartz

Motion To: Appoint Pat Schwartz to the Housing & Redevelopment Authority (HRA) fulfilling an unexpired vacancy effective March 12, 2024 through December 31, 2024.

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

BOARD OF COMMISSIONERS

ITASCA COUNTY HRA

2024

NAME	DISTRICT	APPOINTED/ REAPPOINTED	EXPIRES	POSITION
Barb Sanderson	4	1/01/2022	12/31/2026	Commissioner
Leo Trunt	3	1/1/2024	12/31/2028	Secretary
Tim Johnson	5	1/01/2023	12/31/2027	Vice-Chair
Vacant		01/01/2020	12/31/2024	Commissioner
Kathleen Blake	4	1/01/2021	12/31/2025	Commissioner
Patrick Casey	4	1/01/2020	12/31/2024	Chair
Leah Griffin	5	5/10/2022	12/31/2025	Resident Commissioner

Seven-member board appointed by the Itasca County Board of Commissioners. Members selected on a geographical basis to be representative of the county.

Chair – HRA

Mr. Pat Casey
1502 S.W. 1st Avenue
Grand Rapids, MN 55744
259-1891 cell
ptcasey@yahoo.com

or

Mr. Pat Casey
c/o Itasca County HRA
1115 NW 4th St.
Grand Rapids, MN 55744

Executive Director

Diane R. Larson
Itasca County HRA
1115 NW 4th St
Grand Rapids, MN 55744
218-326-7978
218-326-8031 fax
diane@itascacountyhra.org

Local Elected Official

John Johnson, County Board Chair
123 NE 4th Street
Grand Rapids, MN 55744
Phone: Courthouse: (218) 327-7363
E-mail: john.johnson@co.itasca.mn.us



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3509

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth

AGENDA ITEM:

Grant Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1056368 with the State of Minnesota for the purchase of a new mower at the Grand Rapids/Itasca County Airport in the amount of \$65,175.60 and authorizes necessary signatures.

BACKGROUND:

This proposed grant helps fund the purchase of a new flail mower for the Grand Rapids / Itasca County Airport. The total cost of the new mower is \$93,108.00 with the State funding 70%. The local share for the mower is 30%, for a total of \$27,932.40, which will be shared 50/50 with the City. The total County share is \$13,966.20. This purchase will replace the existing 2013 mower, which will be sold at auction with proceeds going into the GPZ general fund.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. GPZ State Grant Agreement-A3101-102-1056368

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
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, March 12, 2024

RESOLUTION 2024-14

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1056368, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-102 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of March A.D. 2024 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 12th day of March A.D. 2024.

Administrator

**STATE OF MINNESOTA
STATE AIRPORTS FUND
EQUIPMENT GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport equipment project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to order the equipment.
- 1.2 **Expiration Date.** This agreement will expire on **June 30, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A3101-102** which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.4 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as

the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>State Share</u>	<u>Grantee Share</u>
Diamond 22 foot Triple Flail Mower(\$93,108.00)	70%	30%
State:	\$65,175.60	
Grantee:	\$27,932.40	

4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.3 Total Obligation. The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$65,175.60**.

4.4 Payment

4.4.1 **Invoices.** Grantee will submit invoices for payment by electronic e-mail. **Exhibit A**, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. **Invoices will be submitted timely and upon completion of the services.**

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.4.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.4.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.4.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State may make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.4.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.4.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverable to the State after the final payment due under this Agreement is made by the State: (1) Photos of each piece of

equipment purchased with the Minnesota Department of Transportation, Office of Aeronautics sticker attached.

4.5 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) (612) 422-4171 and/or **Jessica McBroom**, Grant Specialist; (jessica.mcroom@state.mn.us) (612) 283-1328, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Name: Matt Wegwerth, P.E., City Engineer
420 North Pokegama Avenue
Grand Rapids, MN 55744
Phone: (218) 326-7625
Email: mwegwerth@grandrapidsmn.gov

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in

addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination. The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee 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. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**
Notwithstanding section 2.4 of this agreement, if and/or when the state-funded equipment purchased under this agreement is sold or traded in, Grantee must notify State's Authorized Representative and State will be entitled to recapture its share of the sale proceeds. State's share of the proceeds will be equivalent to the percentage of State's participation in the purchase of the equipment.

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the **City of Grand Rapids** as follows:

1. That the state of Minnesota Agreement No. **1056368**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-102** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Grand Rapids.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the County of Itasca as follows:

1. That the state of Minnesota Agreement No. 1056368,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A3101-102 at the Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Itasca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3510

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Red Eye Saloon located at 12386 State Highway 65, Swan River, MN 55784.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. SKM_C65824030708271

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
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, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3493

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
City of Calumet Cooperative Construction Agreement

BOARD ACTION REQUESTED:
Approve the Cooperative Construction Agreement with the City of Calumet for the CSAH 84 road and utility improvements.

BACKGROUND:
The City of Calumet and Itasca County will be bidding both a city project and a county project under one contract to make road and utility improvements in the City of Calumet. The Cooperative Construction Agreement describes the roles and responsibilities of each party and the shared costs for the improvements to both city and county streets.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Cooperative Construction Agreement 03062024

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

**ITASCA COUNTY
And
CITY OF CALUMET
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Aid Highway Number: C.S.A.H 84

Itasca County State Aid Project: 031-684-004

City of Calumet Project: CA23-03

This Agreement is between Itasca County acting through its Board of Commissioners ("County") and the City of Calumet acting through its City Council ("City").

Recitals

1. SAP 031-684-004 includes grading, aggregate base, plant mixed bituminous, concrete curb and gutter, ADA improvements and landscaping related improvements; and
2. CA23-03 includes water and sanitary improvements within CSAH 84 right-of-way; and
3. SAP 031-684-004 and CA23-03 will be bid under one contract administered by the county; and
4. County will continue to maintain CSAH 84; and
5. City will maintain the water, sanitary sewer, lighting and sidewalk within CSAH 84 right-of-way; and
6. Minnesota Statutes § 162.17, authorizes the County and City to make arrangements with and cooperate with any county and city authority for the purposes of constructing, maintaining and improving CSAH's and City streets.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date:*** This Agreement will be effective on the date the County obtains all signatures required.
- 1.2. *Expiration date:*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms:*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, Special Provisions:*** Plans, specifications and special provisions designated by the SAP 031-684-004 and CA23-03, when completed, will be on file in the office of the County Highway Engineer, and incorporated into this Agreement by reference ("Project Plans").

- 1.5. **Exhibits:** Preliminary Schedule "I" (Cost participation and funding breakdown) is on file in the office of the County Highway Engineer and incorporated into this Agreement by reference.

2. Construction by the County

- 2.1. **Contract Award:** Within 5 days of opening bids for the construction contract, the County shall submit a copy to the City of the low bid and abstract of all bids. If the City's portion is greater than the construction costs listed in Preliminary Schedule I, the County shall not award the construction contract without written approval from the City.
- 2.2. **Bid Documents furnished by County:** The County is responsible for all bid documents necessary to advertise, bid and construct the project.
- 2.3. **Performance of Construction Engineering:** The County will perform the construction inspection and material inspection for the construction project in accordance with the state aid manual for construction, the state aid for local transportation schedule of materials control and project proposal and plans.
- A. The County will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for SAP 031-684-004.
 - B. The City will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for CA23-03.
 - C. Construction covered under this Agreement that is within county right-of-way will be open to inspection by the County. If County believes the City construction covered under this Agreement has not been properly performed or that the construction is defective, County will inform the City Engineer's authorized representative in writing of those defects. The County will have the exclusive right to determine whether the County's contractor has satisfactorily performed the City portion of the construction covered under this Agreement.
 - D. The County may make changes in the Project Plans and contract construction which may include City participation covered under this Agreement and will enter into any necessary addenda, change orders and supplemental agreements with the County's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The County Engineer's authorized representative will inform the City Engineer of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation covered under this Agreement and get concurrence from the City Engineer prior to approval of the addenda, change orders and supplemental agreements.
 - E. City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the County. If the County determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the County will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract:** The County will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Compliance with Laws, Ordinances, Regulations:** The County will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.
- A. The County will obtain all necessary permits to complete the improvements.

2.6. Construction Documents Furnished by the County: The County will keep records and accounts that enable it to provide to the City, when requested, with the following:

- A. Copies of the County's contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled County warrant(s) or checks(s) paying for final contract construction, or computer documentation of the warrants(s) issued, certified by an appropriate County official that final construction contract payment has been made.
- C. Copies of all construction contract change orders and supplemental agreements.
- D. A certification form signed by the County's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the County's current "Standard Specifications for Construction".
 - iii. Full payment by the County to its contractor for all contract construction.
- E. Copies, certified by the County's engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction,

3. Maintenance Responsibilities

3.1. Storm Sewers: Maintenance and ownership of any storm sewers are as follows:

- A. **County** – Any storm sewer located within county right-of-way.
- B. **City** – Storm sewer located outside county right-of-way.
- C. Storm sewer outlets that serve both County and City storm sewer shall be a shared responsibility.

3.2. Sidewalks: Maintenance and ownership of any sidewalks are as follows:

- A. **County** – None.
- B. **City** – All sidewalks located on the project.

Maintenance includes but is not limited to; snow and debris removal and any other maintenance activities necessary to perpetuate the walkways in a safe and useable condition.

3.3. Water and Sanitary Sewer: Maintenance and ownership of the water and sanitary infrastructure is as follows:

- A. **County** – None.
- B. **City** – Any water and sanitary sewer located on the project.

Maintenance includes but is not limited to adjustment and replacement of castings, valve boxes, manholes, mains and services.

3.4. Street Lighting: Maintenance and ownership of the street lighting facilities is as follows:

- A. **County** – None.
- B. **City** – Any street lighting located on the project.

Maintenance includes but is not limited to; replacing faulty luminaries, knocked down or otherwise damaged poles, repairing or replacing underground facilities and wiring, repairing

service cabinets, photocells, and all other miscellaneous hardware to keep the street lighting facilities in working order, cleaning and re-lamping the luminaries and if needed, painting the street lighting facilities. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the street lighting facilities.

- 3.5. *Additional Drainage:*** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of Funding

- 4.1. *SCHEDULE "I":*** Preliminary SCHEDULE "I" includes all anticipated County and City participation construction items and the design and construction engineering cost share covered under this Agreement.

5. Project Costs

- 5.1. *Estimated County Costs:*** \$508,468.50 is the County's estimated share of the costs of the contract construction labeled as SAP 031-684-004 and shown in Preliminary SCHEDULE "I". This includes project construction, design and observation and testing.

- 5.2. *Estimated City Costs:*** \$449,733.85 is the City's estimated share of the costs of the contract construction labeled as CA23-03 as shown in Preliminary SCHEDULE "I".

- 5.3. *Liquidated Damages.*** All liquidated damages assessed the County's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

- 5.4. *Conditions of Payment by the County:*** The County will invoice City for all costs incurred to date for items covered by County. City will pay the County within 30 days of receipt of the invoice.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 6.1.** The City's Authorized Representative will be:

Name/Title: John Tourila, Mayor (or successor)
Address: 932 Gary Street, Calumet, MN 55716
Telephone: (218) 247-7542
E-Mail: jjtxtwo@mchsi.com

- 6.2.** The County's Authorized Representative will be:

Name/Title: Karin Grandia, County Highway Engineer (or successor)
Address: 123 4th Street NE, Grand Rapids, MN 55744
Telephone: (218) 327-2853
E-Mail: Karin.Grandia@co.itasca.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. *Assignment:*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement,

executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 7.2. **Amendments:** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. **Waiver:** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. **Contract Complete:** This Agreement contains all prior negotiations and agreements between the County and City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims; Insurance

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, The City and the County shall each at their own sole cost and expense defend, indemnify, save and hold harmless the other and all of its agents, officers and employees of and from all claims, demands, proceedings, actions or cause of action of whatsoever nature or character arising out of or by reason of contract construction, construction engineering and/or maintenance covered under this agreement, including an action or claim which alleges negligence of the One Party, its agents, officers and employees.
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 8.3. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The County and City, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County and City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County and City.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

13. Termination.

13.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(County Board Chair)

Date: _____

By: _____
(Clerk to the County Board)

Date: _____

By: _____
(County Engineer)

Date: _____

CITY OF CALUMET

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(Mayor of Calumet)

Date: _____

By: _____
(City Clerk)

Date: _____

PRELIMINARY SCHEDULE I
ITASCA COUNTY
CSAH 84 IMPROVEMENTS
SAP 031-684-004

3/6/2024

LINE	SPEC NO	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	2021.501	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00
2	2101.502	CLEARING	EACH	1	\$300.00	\$300.00
3	2101.502	GRUBBING	EACH	1	\$300.00	\$300.00
4	2104.502	REMOVE WOOD LIGHT POLE	EACH	8	\$250.00	\$2,000.00
5	2104.502	SALVAGE SIGN	EACH	1	\$75.00	\$75.00
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	277	\$3.00	\$831.00
7	2104.503	REMOVE CURB AND GUTTER	L F	1,936	\$4.00	\$7,744.00
8	2104.504	REMOVE CONCRETE WALK	S Y	1,965	\$15.00	\$29,475.00
9	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	78	\$18.00	\$1,404.00
10	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	5,794	\$3.50	\$20,279.00
11	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	S F	114	\$15.00	\$1,710.00
12	2112.519	SUBGRADE PREPARATION	RDST	10.3	\$120.00	\$1,236.00
13	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	250	\$40.00	\$10,000.00
14	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	929	\$80.00	\$74,320.00
15	2360.509	TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,B)	TON	774	\$80.00	\$61,920.00
16	2504.602	ADJUST CURB STOP	EACH	8	\$250.00	\$2,000.00
17	2506.502	ADJUST FRAME AND RING CASTING	EACH	5	\$800.00	\$4,000.00
18	2521.518	4" CONCRETE WALK	S F	15,612	\$8.00	\$124,896.00
19	2521.518	6" CONCRETE WALK	S F	1,666	\$10.00	\$16,660.00
20	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L F	1,882	\$24.00	\$45,168.00
21	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	78	\$90.00	\$7,020.00
22	2531.603	CONCRETE CURB AND GUTTER	L F	57	\$33.00	\$1,881.00
23	2531.604	8" CONCRETE VALLEY GUTTER	S Y	9	\$80.00	\$720.00
24	2531.618	TRUNCATED DOMES	S F	236	\$60.00	\$14,160.00
25	2545.501	LIGHTING SYSTEM "A"	LS	1	\$35,000.00	\$35,000.00
26	2563.601	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00
27	2564.502	INSTALL SIGN	EACH	1	\$250.00	\$250.00
28	2573.501	EROSION CONTROL SUPERVISOR	LS	1	\$1,000.00	\$1,000.00
29	2573.502	STORM DRAIN INLET PROTECTION	EACH	11	\$200.00	\$2,200.00
30	2573.503	SILT FENCE, TYPE HI	L F	170	\$5.00	\$850.00
31	2575.501	TURF ESTABLISHMENT	LS	1	\$4,500.00	\$4,500.00
32	2582.503	4" DOUBLE SOLID LINE PAINT	L F	910	\$1.25	\$1,137.50
33	2582.518	CROSSWALK MULTI-COMPONENT GROUND IN	S F	152	\$16.00	\$2,432.00

ESTIMATED ITASCA COUNTY CONST COSTS:

\$508,468.50



PRELIMINARY SCHEDULE I
CITY OF CALULMET, MINNESOTA
2ND AVENUE STREET RECONSTRUCTION
PROJECT NO: CA23-03

3/6/2024

STREET RECONSTRUCT
2ND AVEUNUE (MORGAN ST TO DELICH ST)

SPEC. NO.	ITEM	UNITS	UNIT COST	TOTAL ESTIMATED QUANTITIES	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	\$20,000.00	1.0	\$20,000.00
2104.504	REMOVE CONCRETE WALK	SQ. YD.	\$15.00	165.0	\$2,475.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	\$5.20	1170.0	\$6,084.00
2104.503	REMOVE CONCRETE CURB	LIN. FT.	\$15.00	250.0	\$3,750.00
2104.513	SAWING PAVEMENT (FULL DEPTH)	LIN. FT.	\$2.50	70.0	\$175.00
2105.501	COMMON EXCAVATION	CU. YD.	\$18.00	650.0	\$11,700.00
2105.522	SELECT GRANULAR BORROW (CV)	CU. YD.	\$35.00	195.0	\$6,825.00
2105.525	TOPSOIL BORROW (CV)	CU. YD.	\$35.00	525.0	\$18,375.00
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	\$4.00	1350.0	\$5,400.00
2221.503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	\$30.00	260.0	\$7,800.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$115.00	110.0	\$12,650.00
2360.503	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,C)	TON	\$115.00	170.0	\$19,550.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$5,000.00	1.0	\$5,000.00
2575.505	SODDING TYPE LAWN	SQ. YD.	\$5.00	195.0	\$975.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	\$2,000.00	1.0	\$2,000.00

8" AGG. BASE & 12" SELECT UNDER PAVEMENT ON RECONSTRUCTS
1.5" EARING COURSE & 2.5" NON WEARING COURSE

ESTIMATED CONSTRUCTION COST: \$122,759.00
CONTINGENCY: \$18,413.85

ESTIMATED TOTAL COST: **\$141,172.85**

BENCHMARK ENGINEERING, INC.



PRELIMINARY SCHEDULE I
CITY OF CALUMET
GARY ST SANITARY SEWER
PROJ. NO. CA23-03

3/6/2024

SPEC. NO.	ITEM	UNITS	UNIT COST	RECONSTRUCTION		
				EST. SEWER QUANTITIES	EST. WATER QUANTITIES	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	\$45,000.00	0.5	0.5	\$45,000.00
						\$0.00
2104.502	REMOVE GAVE VALVE AND BOX	EACH	\$200.00		1	\$200.00
2104.502	REMOVE CURB STOP AND BOX	EACH	\$150.00		10	\$1,500.00
2104.502	REMOVE HYDRANT ASSEMBLY	EACH	\$400.00		1	\$400.00
2104.502	REMOVE MANHOLE	EACH	\$500.00	1		\$500.00
2104.503	REMOVE SEWER PIPE	LF	\$3.00	1680		\$5,040.00
2104.503	REMOVE WATER MAIN	LF	\$5.00		490	\$2,450.00
2104.503	REMOVE WATER SERVICE PIPE	LF	\$3.00		480	\$1,440.00
2105.507	ROCK EXCAVATION	CY	\$50.00	20		\$1,000.00
2105.507	GRANULAR BACKFILL MOD	CY	\$20.00	100		\$2,000.00
2503.602	CONNECT TO EXISTING MANHOLES	EACH	\$900.00	2		\$1,800.00
2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$190.00	14		\$2,660.00
2503.602	10"X6" PVC WYE	EACH	\$230.00	14		\$3,220.00
2503.602	TRACER WIRE ACCESS BOX	EACH	\$100.00	14		\$1,400.00
2503.603	6" PVC PIPE SEWER	LF	\$40.00	630		\$25,200.00
2503.603	10" PVC PIPE SEWER	LF	\$55.00	1050		\$57,750.00
2504.601	TEMPORARY WATER SERVICE	LS	\$8,500.00		1	\$8,500.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,250.00		3	\$3,750.00
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$250.00		10	\$2,500.00
2504.602	HYDRANT ASSEMBLY	EACH	\$8,500.00		1	\$8,500.00
2504.602	0.75" CORP STOP	EACH	\$350.00		10	\$3,500.00
2504.602	0.75" CURB STOP AND BOX	EACH	\$450.00		10	\$4,500.00
2504.602	8" GATE VALVE AND BOX	EACH	\$3,500.00		3	\$10,500.00
2504.603	0.75" TYPE K COPPER PIPE	LF	\$50.00		480	\$24,000.00
2504.603	4" WATERMAIN DI	LF	\$100.00		10	\$1,000.00
2504.603	6" WATERMAIN DI	LF	\$100.00		40	\$4,000.00
2504.603	8" WATERMAIN DI	LF	\$80.00		450	\$36,000.00
2504.608	DUCTILE IRON FITTINGS	LBS	\$20.00		320	\$6,400.00
2506.502	CASTING ASSEMBLY	EACH	\$800.00	1		\$800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE 4007	EACH	\$5,000.00	1		\$5,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$10,000.00	0.50	0.50	\$10,000.00

WATER RECONSTRUCTION FROM 2ND AVE TO 3RD AVE
SAN SEWER RECONSTRUCTION FROM 2ND AVE TO 4TH AVE

CONSTRUCTION COST \$133,870.00 \$146,640.00 \$ 280,510.00
CONTINGENCY (10%) \$13,387.00 \$14,664.00 \$ 28,051.00

BENCHMARK ENGINEERING, INC.

ESTIMATED TOTAL COST \$147,257.00 \$161,304.00 \$ 308,561.00



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3501

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Earthen Materials Lease on Tax Forfeit Trust Property

BOARD ACTION REQUESTED:

Approve earthen materials lease located in SWSE, Section 21, All in Township 60 North, Range 24 West (Unorganized Township) to TNT Construction Group, LLC and authorize necessary signatures.

BACKGROUND:

TNT Construction Group, LLC was recently awarded a grading and aggregate base project with Itasca County Transportation Department for County State Aid Highway #52 on February 27, 2024 (RBA 2024-3457). TNT Construction Group, LLC has requested the use of tax forfeit trust property for this project.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. TNT_Earthen Material Lease(EML)_2024

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
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 12th day of March 2024, by and between the Itasca County Land Department, County of Itasca a body corporate and politic, hereinafter referred to as Lessor, and **TNT Construction Group, LLC, 40 County Road 63, Grand Rapids, 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:

**SWSE, Section 21; All in Township 60 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 52 Grading and Aggregate Base project with Itasca County Transportation Department, and have requested use of the above described land for temporary borrow site. Lessee will be required to obtain a Temporary Borrow Permit from Itasca County Environmental Services. Gravel rates for pit run sand is \$1.00 per cubic yard, loose volume (LV); Any rock materials used in the production of class 5 is \$1.50 per cubic yard, loose volume (LV). Reclamation will be addressed in the temporary borrow permit.

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 sand removed from said pit shall be at the rate of \$1.00 per cubic yard loose volume (LV) measure. The Lessee shall make an initial non-refundable payment as follows:

a. Minimum taking of 35,000 cubic yards (LV) X \$1.00/cubic yard -	\$35,000.00
b. Sales tax on earthen materials \$35,000.00 X \$0.06875 MN tax -	\$2,406.25
c. Sales tax on earthen materials \$35,000.00 X \$0.01 County tax -	\$350.00
d. Administration fee –	<u>\$150.00</u>
e. TOTAL DUE -	\$37,906.25
- 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 brought into the pit for permanent disposal must be pre-approved by the 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, 2024.
- 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 50 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 windrowed in tight piles in designated locations. Burying materials is not allowed. If any pile burning it 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 are a 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 Lessee's 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 any topsoil piled during creation of borrow pit must be spread back on to the disturbed area. The permit area will also need to be doubled disced by a harrow to reduce site compaction. If the area is too wet and not able to disc as determined by Itasca County, Lessee agrees to come back at a later date within 1 year to disc the site to facilitate tree planting.
- 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:

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

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

d.	Employer's Liability	<u>Limits</u>
	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:

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

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

b. Commercial General and Automobile Liability Insurance:

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

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

TNT Construction Group, LLC

Authorized Representative

Date

LESSOR

By: _____
Itasca County Auditor 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, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-75

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 03-12-2024 RS Citizen Input Sheet

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

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3481

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Shane Zahrt, Senator Farnsworth

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Shane Zahrt.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

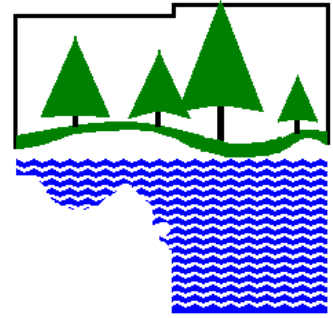
SUPPORTING DOCUMENTATION:

1. 2024 Legislative Priorities FINAL

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 2024 Legislative Priorities FINAL

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over \$40,000 per month with little or no input from the County.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Tort Law Updates
- EMS Funding
- Discussions with State/DNR Re: Wolf Issue
- Harvest Tax for moving resources from one county to another
- Sunset of Coal Generation Electricity
- Hennepin vs Tyler Resolution
- Trails & Tourism Relative to Insurance



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3506

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Rob Sjostrand

AGENDA ITEM:

Roots & Wings Early Learning Center, LLC Presentation/Request

BOARD ACTION REQUESTED:

Receive presentation regarding Roots & Wings Early Learning Center, LLC project.

Consider approving a Letter of Support for the Roots & Wings Early Learning Center, LLC project.

Consider approving American Rescue Plan (ARP) Funds Request in the amount of \$150,000 for the Roots & Wings Early Learning Center, LLC project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County Board Presentation 3-2024
2. Roots and Wings Letter of Support
3. ARP Request - Roots and Wings Early Learning Center LLC
4. Roots and Wings Letter of Support FINAL
5. Roots and Wings ARP Approval Letter FINAL

Motion To: Approve the American Rescue Plan (ARP) Fund Request, in the amount of \$150,000 for the Roots & Wings Early Learning Center, LLC project.

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

Motion To: Approve Letters of Support for the Roots & Wings Early Learning Center, LLC application for the Minnesota Department of Employment and Economic Development (DEED) Childcare Economic Development Grant and funding request from IRRR.

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



Roots & Wings **Early Learning Center, LLC**

Itasca County Board of Commissioners

3-12-24

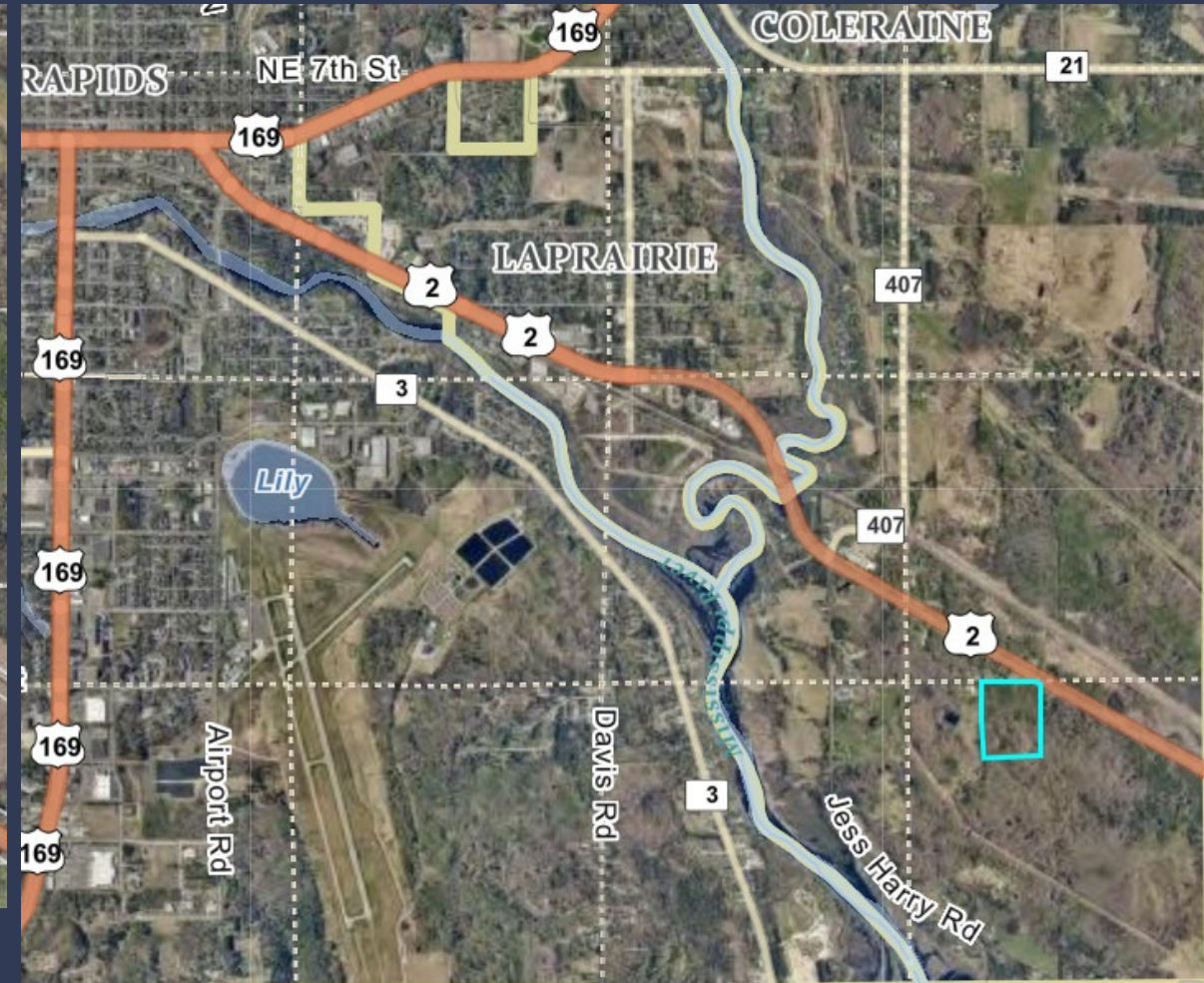
Current Data - Landscape of Childcare in Itasca County

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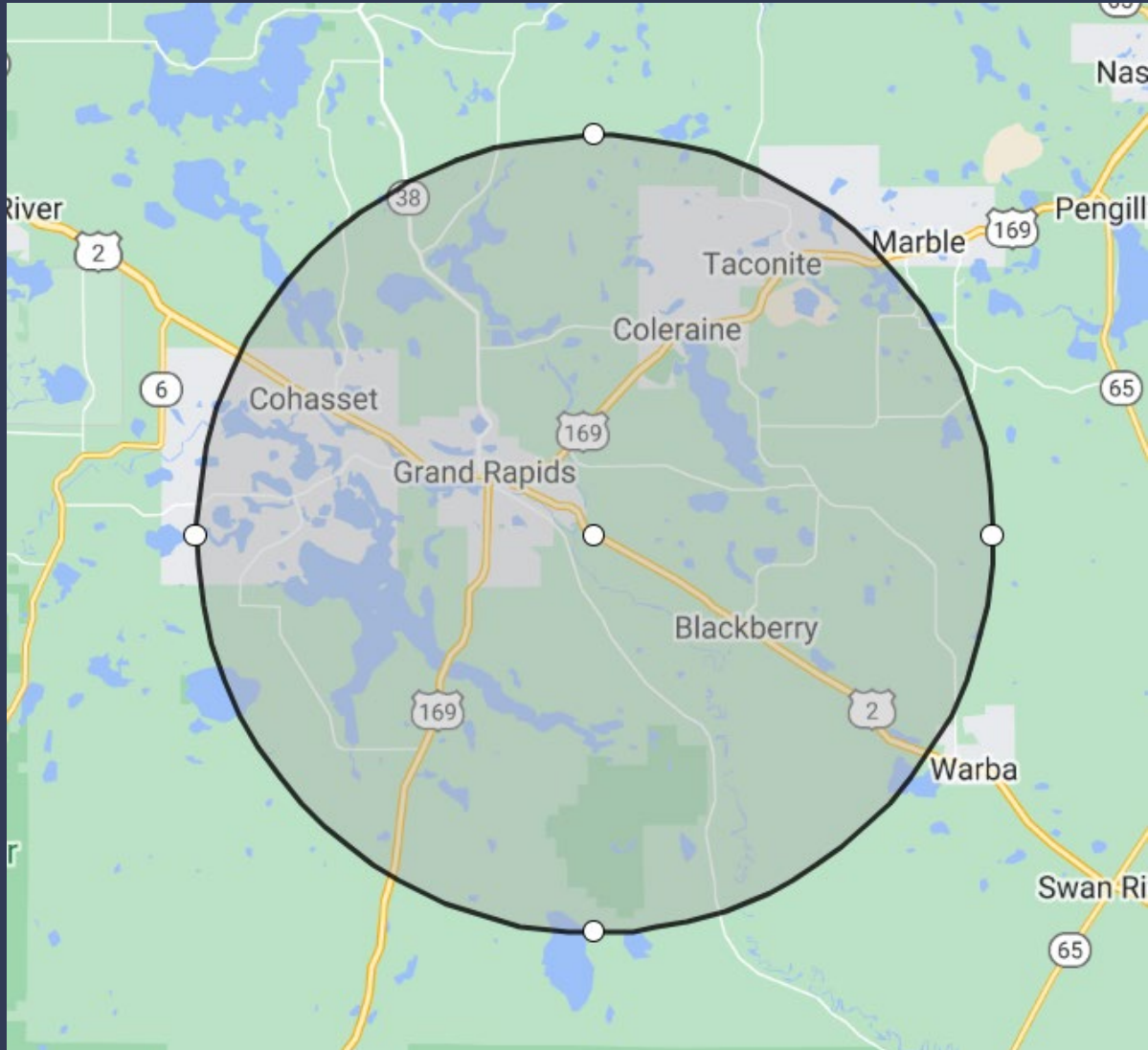
Proposed Project

- Location: Itasca Parcel # 88-036-2101
- Estimated Address: 4450 Hwy 2 E, Grand Rapids MN 55744
- Total Capacity: 106 child care slots, plus after school care
- Job Creation – 14 FTE +
- Project Total investment: \$4.8M
- Inside: 12,000 sq ft facility, classes, gym, kitchen and offices
- Outside: Large playground, standard equipment for ages
- Beyond: 30 acres of exploration, activities and FUN learning

Proposed Site - Itasca GLS

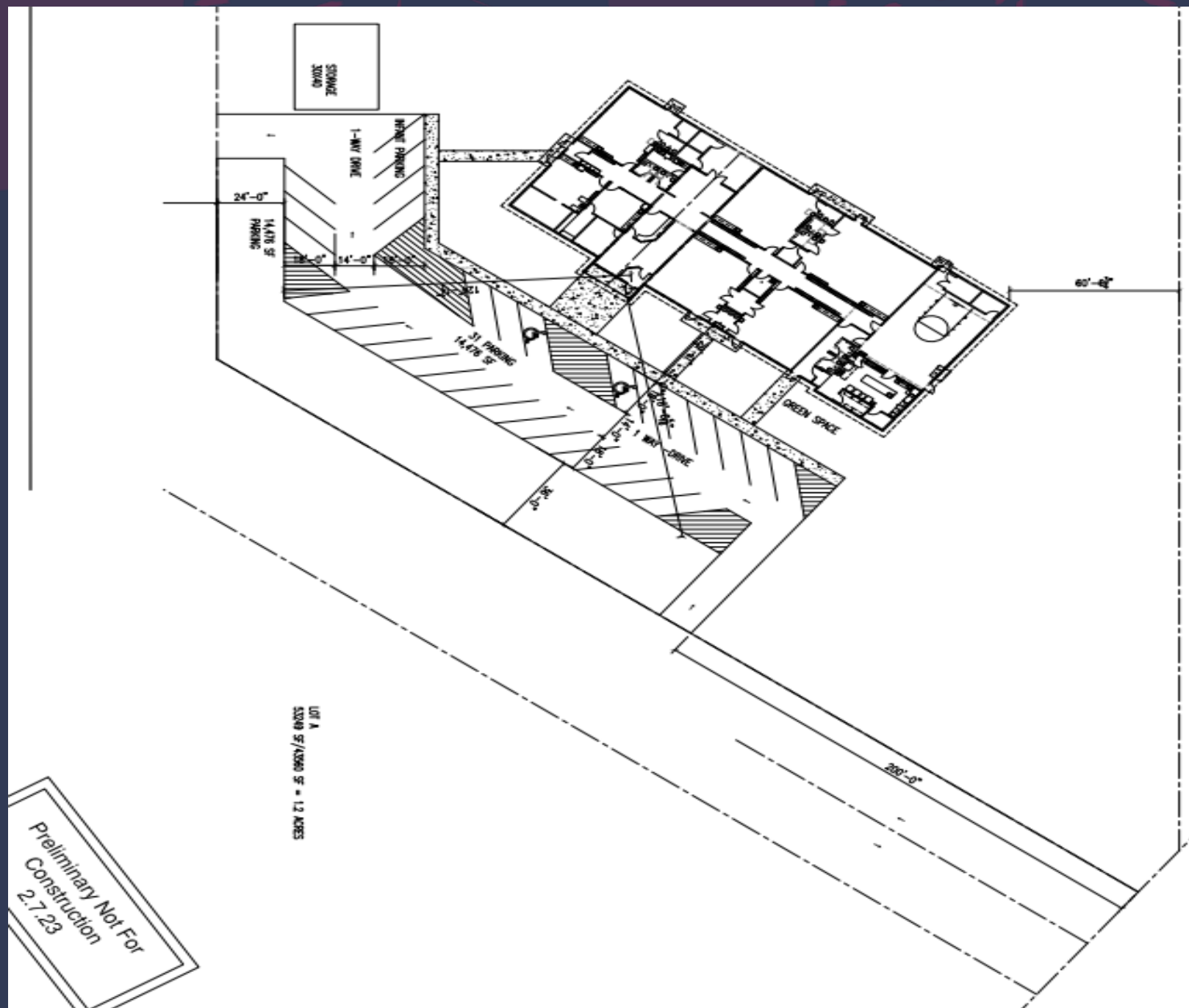


Proposed Site – Service Area

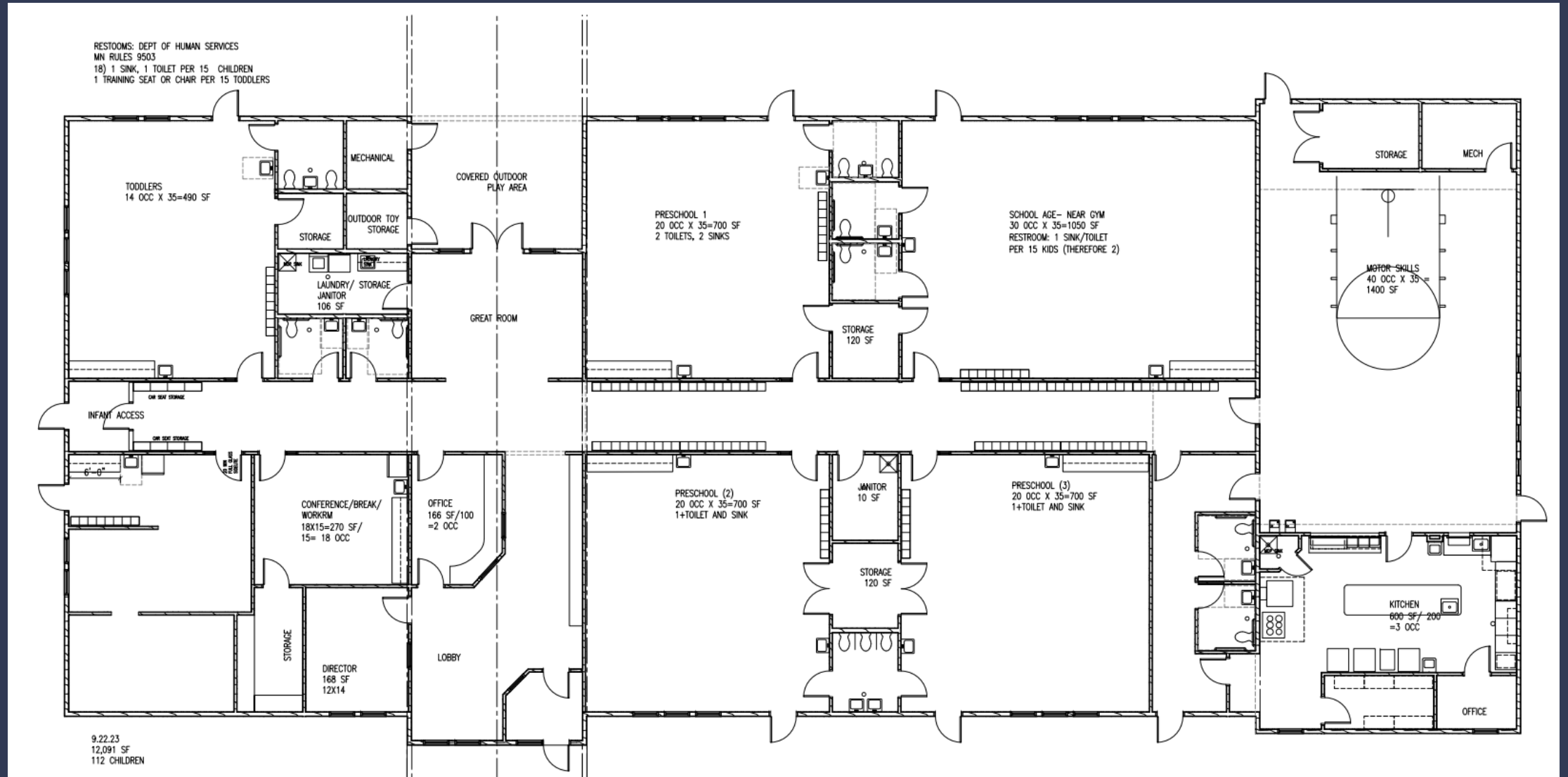


- 10 Mile Radius shown from location.
- Regional effort
- Supporting many communities
- Easy drive times for parents and children

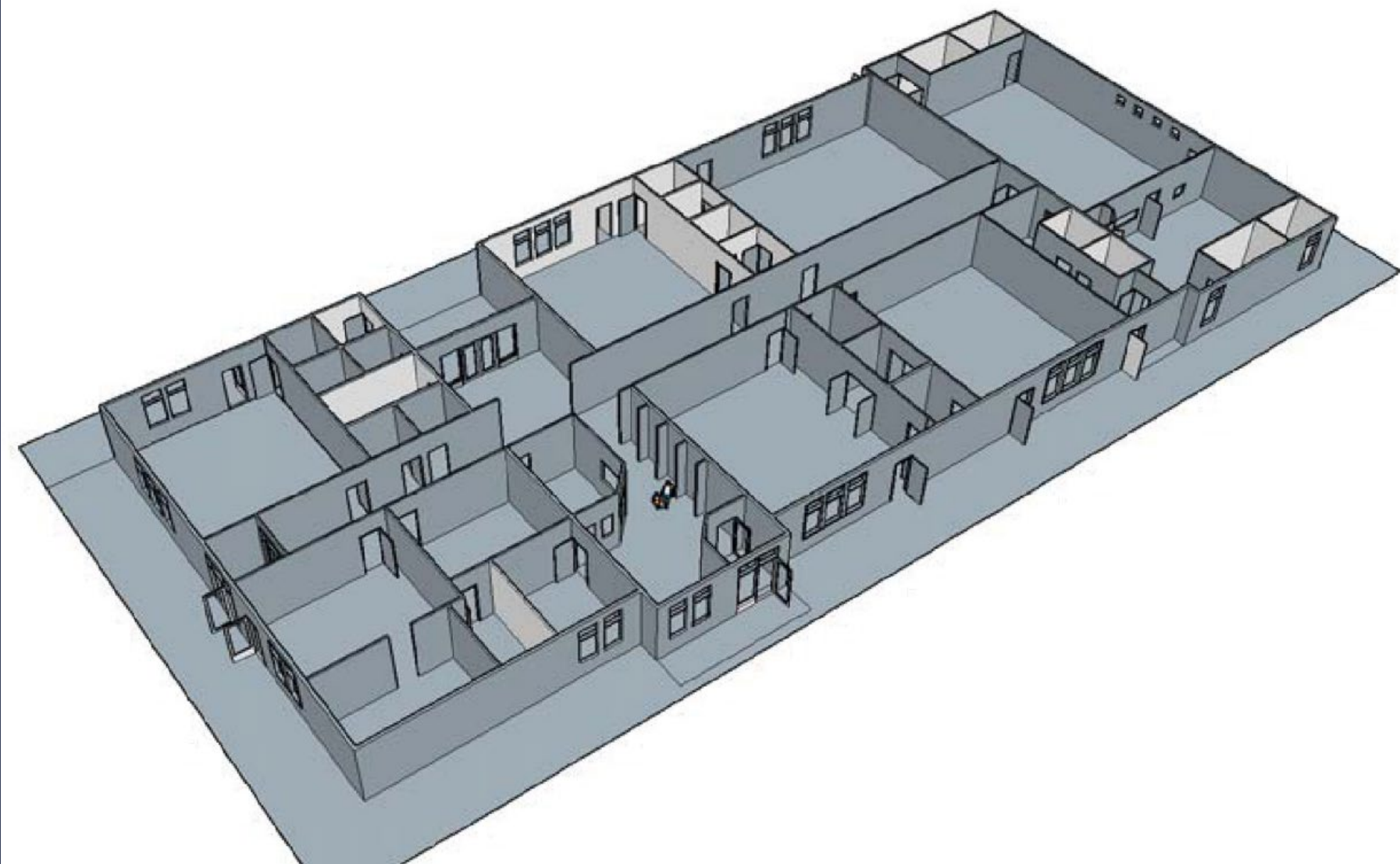
Site Plan:



Interior Layout of Facility



3D Take off of Interior Layout



Why Coleraine?

- Comprehensive Plan commits to supporting new and exiting businesses in Coleraine. Section 6.5
- Easy Access for clients and serves multiple communities
- Strong Partnerships with regional partners: IRRR, CEDA, IEDC, Itasca County
- Census Tract - 27061480803 - designated Child Care Access Equity Area for FY24

Itasca County Board – Financial Considerations

- ARP – Request of \$150,000
- Reason – 50% match required for DEED Childcare Grant - \$300,000
- Overall Project – ARP Funds – 3% of project

Itasca County Board - The Ask

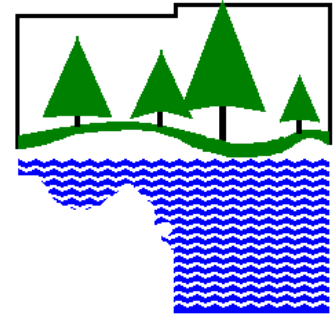
- 1. Support of Project
- 2. Letter of support – MN DEED Childcare Economic Development Grant FY 2024-2025 – due date March 12, 2024
- 3. Letter of Support- IRRR Funding Request – Spring2024
- 4. Support – Zoning request to Coleraine Zoning and Planning Commission
- 5. Approval of ARP funding request

3D Exterior Layout Concept – Questions?



ITASCA COUNTY

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



March 12, 2024

DEED Grants Review Committee
Office of Small Business Partnerships
Minnesota Department of Employment and Economic Development

Subject: CCED 24 – City of Coleraine/Roots & Wings Early Learning Center, LLC

Dear Members of the DEED Grant Review Committee:

On behalf of the Itasca County Board of Commissioners, please accept this letter of support for the Roots & Wings Early Learning Center, LLC. Roots & Wings is proposing new construction of a 12,000 sq ft childcare facility on a 30-acre wooded parcel in the City of Coleraine in Itasca County.

This proposed childcare facility aligns with Itasca County's goals to promote economic development, to support working families, and to ensure the well-being of our youngest residents. By investing in this project, we have an opportunity to address a pressing need in our community and lay the groundwork for future success.

Like much of Minnesota, Itasca County is struggling with a shortage of childcare. In addition to afterschool care, this proposed project will provide 106 childcare slots, which will fill about 25% of the estimated current childcare gap.

Providing additional childcare slots can increase economic development by filling workforce gaps, increasing working families' incomes, and supporting local businesses. As parents and caregivers have access to reliable childcare services, they can fully participate in the workforce, contributing to our community's overall prosperity.

We believe that the Roots & Wings Early Learning Center will fill a vital need in our area that will better serve families and businesses in Itasca County and are in full support of this project.

Sincerely,

John Johnson, Chair
Itasca County Board of Commissioners

Equal Opportunity Employer

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [John Johnson](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Thursday, February 29, 2024 1:09:29 PM

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

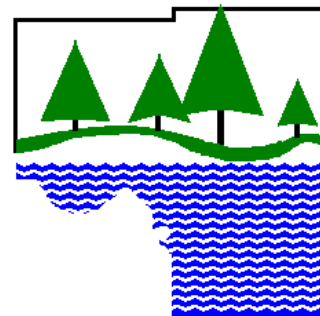
American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Roots & Wings Early Learning Center, LLC
Name of Contact:	Krista Sjostrand / Rob Sjostrand
Address:	18715 Unger Lane
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	218-256-3273
E-mail Address:	robs@efund.org
Commissioner District:	District 3 - John Johnson
Project Name:	Roots & Wings Early Learning Center, LLC - Child Care Facility
Amount Requested:	\$150,000
Project Budget & Summary of Project:	Location: Itasca Parcel # 88-036-2101 Estimated Address: 4450 Hwy 2 E, Grand Rapids MN 55744 Total Capacity: 106 child care slots, plus after school care Job Creation – 14 FTE + Project Total investment: \$4.8M Inside: 12,000 sq ft facility, classes, gym, kitchen and offices Outside: Large playground, standard equipment for ages Beyond: 30 acres of exploration, activities and FUN learning Full presentation and project budget will be provided at the presentation with Itasca County Board of Commissioners.
Additional Information:	<i>Field not completed.</i>

ITASCA COUNTY

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



March 12, 2024

DEED Grants Review Committee
Office of Small Business Partnerships
Minnesota Department of Employment and Economic Development

Subject: CCED 24 – City of Coleraine/Roots & Wings Early Learning Center, LLC

Dear Members of the DEED Grant Review Committee:

On behalf of the Itasca County Board of Commissioners, please accept this letter of support for the Roots & Wings Early Learning Center, LLC. Roots & Wings is proposing new construction of a 12,000 sq ft childcare facility on a 30-acre wooded parcel in the City of Coleraine in Itasca County.

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Like much of Minnesota, Itasca County is struggling with a shortage of childcare. In addition to afterschool care, this proposed project will provide 106 childcare slots, which will fill about 25% of the estimated current childcare gap.

Providing additional childcare slots can increase economic development by filling workforce gaps, increasing working families' incomes, and supporting local businesses. As parents and caregivers have access to reliable childcare services, they can fully participate in the workforce, contributing to our community's overall prosperity.

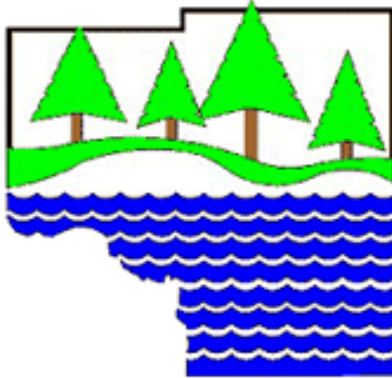
We believe that the Roots & Wings Early Learning Center will fill a vital need in our area that will better serve families and businesses in Itasca County and are in full support of this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Johnson', is written over a horizontal line.

John Johnson, Chair
Itasca County Board of Commissioners

Equal Opportunity Employer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3512

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, Angela Decker, Assessment Technician with the Assessor's Department, effective March 4, 2024.
- Farewell to Susan Manning-Zelenak whose last day as HR Specialist with the Human Resource Department will be May 15, 2024, after 11+ years of service.
- Welcome to new employee, Greg Lease, Deputy Sheriff/Road Deputy with the Sheriff's Department, effective March 4, 2024.
- Welcome to new employee, Aiva Brenna, Corrections Deputy with the Sheriff's Department, effective March 11, 2024.
- Farewell to Justin Lee whose last day as Assistant County Attorney with the Attorney's Department will be March 8, 2024 after 3+ years of service.
- Welcome to new employee, Brian Olds, Emergency Communications Specialist with the Sheriff's Department, effective March 4, 2024
- Welcome to new employee, Remington Laveau, Corrections Deputy with the Sheriff's Department, effective March 11, 2024.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-112

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 March 15, 2024, in the amount of \$1,038,288.10.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
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, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3496

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Schedule Public Hearing

BOARD ACTION REQUESTED:

Schedule a Public Hearing Re: Adoption of a Local Housing Trust Fund (LHTF) Ordinance to be held at the Tuesday, April 2, 2024 County Board Work Session, which begins at 2:30 p.m.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3503

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

NE MN Home Consortium Advisory Committee Guideline Update and Appointments

BOARD ACTION REQUESTED:

Accept the NE MN HOME Consortium Advisory Committee guideline update; appoint a Commissioner to serve as alternate on the NE MN HOME Consortium Advisory Committee for an indefinite term as long as elected; and appoint the Kootasca Program Director to serve on the NE MN HOME Consortium Advisory Committee for an indefinite term.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County - NE MN HOME Consortium Advisory Committee Guideline Update Memo
2. Consortium Members - 2024
3. HOME Adv Comm Guideline_Final Approved 9.22.23
4. APPT NE MN HOME Consortium JPB - B Ives
5. APPT Rep For NE MN HOME Consortium - R Mattfield

Motion To: Accept the NE MN HOME Consortium Advisory Committee guideline update; appoint Commissioner Burl Ives to serve as alternate on the NE MN HOME Consortium Advisory Committee for an indefinite term as long as elected; and appoint the Kootasca Program Director to serve on the NE MN HOME Consortium Advisory Committee for an indefinite term.

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



Saint Louis County

Economic and Community Development Department
www.stlouiscountymn.gov

TO: Brett Skyles, Itasca County Administrator

FROM: Brad Gustafson, St. Louis County Community Development Manager

DATE: December 15, 2023

RE: Northeast MN HOME Consortium: Advisory Committee Guideline Update

Hello Brett,

I hope this letter finds you well. I am writing to bring some recent updates to the NE MN HOME Consortium Advisory Committee guidelines to your attention. I believe that these updated guidelines are crucial for the continued success and effectiveness of the committee.

In light of these updates, I kindly request that Itasca County take the necessary steps to implement these revised guidelines. The changes include:

- Each county appoint two County Commissioners (one member and one alternate)
- Each county appoint two at-large housing professionals (one member and one alternate)

This new representation will undoubtedly contribute to the committee's ability to make informed decisions and ensure Itasca County has adequate representation at each meeting. The terms of the appointments will be at your discretion.

We currently have Commissioner Cory Smith on the committee. I request that Randy Mattfield and Isaac Meyer from KOOTASCA Community Action, be considered for the two at-large housing professionals as they are a wealth of knowledge and provide much needed insights into affordable housing. I have attached a copy of the updated guidelines and a current roster of the Advisory Committee for your review. If you require any additional information or clarification, please do not hesitate to contact me. I appreciate your time and consideration.

Sincerely,

Brad Gustafson, Community Development Manager
Economic and Community Development
Office: 218-742-9563
gustafsonb@stlouiscountymn.gov

NE MN HOME Consortium Advisory Committee

Voting Members										
Jurisdiction/Agency	Member Role	Agency	Name	Title	Term Expiration	Phone	Email	Address	City	State-Zip
Cook County	Member - County Commissioner	County	Virginia "Ginny" Storlie	County Commissioner		218-370-9167	Ginny.Storlie@co.cook.mn.us	PO Box 125	Lutsen	MN 55612
Cook County	Member - Housing Advocate	Cook County HRA	Jason Hale	Cook County HRA		218-387-4285	director@cookcountyhra.org	5987 Hwy 1	Silver Bay	MN 55614
Cook County	Alternate - County Commissioner	County	David Mills	County Commissioner		218-370-8950	david.mills@co.cook.mn.us			
Cook County	Alternate - Housing Advocate									
Itasca County	Member - County Commissioner	County	Cory Smith	County Commissioner		218-812-9832	Cory.Smith@co.itasca.mn.us	PO Box 428	Squaw Lake	MN 56681
Itasca County	Member - Housing Advocate	KOOTASCA	Randy Mattfield	KOOTASCA Program Director		218-999-0821	RandyM@kootasca.org	28287 Bluebill Bay Road	Bovey	MN 55709
Itasca County	Alternate - County Commissioner	County								
Itasca County	Alternate - Housing Advocate	KOOTASCA	Isaac Meyer	KOOTASCA		218-999-0802	isaacm@kootasca.org	611 NE 9th St	Grand Rapids	MN 55744
Koochiching County	Member - County Commissioner	County	Ricky Roche	County Commissioner			ricky.roche@co.koochiching.mn.us	371 County Rd 24	International Falls	MN 56649
Koochiching County	Member - Housing Advocate	Private	Larry Davison	Private Business Owner		320-761-7272	legendsproshop@gmail.com	3031 County Rd 2 South	International Falls	MN 56649
Koochiching County	Alternate - County Commissioner	County		County Commissioner						
Koochiching County	Alternate - Housing Advocate	KOOTASCA	Scarlet Bennett	Program Coordinator		218-999-0823	scarletb@kootasca.org	501 NW 7th St	Grand Rapids	MN 55744
Lake County	Member - County Commissioner	County		County Commissioner						
Lake County	Member - Housing Advocate	Lake County HRA	Matthew Johnson	Executive Director		218-834-8332	matthew.johnson@co.lake.mn.us		Two Harbors	MN 55616
Lake County	Alternate - County Commissioner	County		County Commissioner						
Lake County	Alternate - Housing Advocate									
St. Louis County	Member - County Commissioner	County	Keith Nelson	County Commissioner		218-749-7108	NelsonK@StLouisCountyMN.gov			
St. Louis County	Member - Housing Advocate	AEOA	Scott Zahorik	Executive Director			scott.zahorik@aeoa.org	4148 White Road	Mt. Iron	MN 55768
St. Louis County	Alternate - County Commissioner	County								
St. Louis County	Alternate - Housing Advocate	AEOA	Angela Neal	AEOA Assistant Housing Director		218-735-6842	angela.neal@aeoa.org	7549 Wilson Rd	Eveleth	MN 55734
Non-Voting Members										
Jurisdiction/Agency	Member Role	Agency	Name	Title		Phone	Email	Street No	City	State-Zip
Itasca County	Additional - Housing Advocate	KOOTASCA	Rozanne Casey	Housing Manager			rozannec@kootasca.org			
Itasca County	Additional - Housing Advocate	KOOTASCA	Sandy O'Fallon	Program Coordinator		218-999-0828	SandyO@kootasca.org			
Lake County	Additional - Housing Advocate	Lake County HRA	Susan Rosette	County HRA		218-969-6183	catmanmom@gmail.com			
Lake County	Additional - Housing Advocate	Lake County HRA	Robert Entzion	County HRA		2183499724; 2188345886	bob.sheryl@frontiernet.net	PO Box 208	Knife River	MN 55609
St. Louis County	Additional - Housing Advocate	One Roof	Jim Philbin	Community Land Trust Director		218-348-6258	jphilbin@1roofhousing.org	12 E 4th Street	Duluth	MN 55805
St. Louis County	Additional - Housing Advocate	AEOA	Dave Johnson	AEOA Housing Director		218-735-6818	dave.johnson@aeoa.org			
St. Louis County	Additional - Housing Advocate	AEOA	Autumn Holweger	Homeownership Advisor		218-735-6895	autumn.holweger@aeoa.org			

THE NORTHEAST MINNESOTA HOME CONSORTIUM ADVISORY COMMITTEE GUIDELINES

The Northeast Minnesota HOME Consortium was created to enable the counties of Cook, Lake, Itasca, Koochiching, and St. Louis (excluding the city of Duluth) to access funding from the HOME Program administrated by the U.S. Department of Housing and Urban Development (HUD). The Consortium will be guided by an Advisory Committee made up of representatives from each of the five counties. St. Louis County will serve as the Consortium lead entity for the purposes of administration of the HOME Program.

1. **Name of the Advisory Committee:** The name of the Advisory Committee will be the Northeast Minnesota HOME Consortium Advisory Committee (hereinafter, the "Advisory Committee" or the "Committee"). The principal office of the Advisory Committee will be the St. Louis County office located at 201 South 3rd Ave W Virginia, Minnesota.
2. **Organization**
 - a. **Members:** The County Board for each respective county in the Consortium will appoint two Advisory Committee members and two alternate members. Two members will be a County Commissioner (one member and one alternate) and two at-large housing professionals (one member and one alternate). The County Board may choose to appoint a specific person or an agency as the designated representative for their at-large housing professional member and alternate. Members and alternate members may be appointed for terms determined by their respective County Board.
 - b. **Officers:** The officers of the Advisory Committee will consist of a Chair, Vice Chair, and Secretary. The officers will be members of the Advisory Committee, will be elected at the annual meeting of the Advisory Committee, and will hold no more than one such office at the same time.
 - i. **Chair.** The Chair will preside at all meetings of the Committee.
 - ii. **Vice Chair.** The Vice Chair will preside at any meeting of the Committee in the absence of the Chair and may exercise all powers and perform all responsibilities of the Chair if the Chair cannot exercise or perform the same due to absence or another inability.
 - iii. **Chair Pro Tem.** In the absence or inability of the Chair and the Vice Chair at any meeting, the Committee may appoint any remaining Committee Member as Chair Pro Tem to preside at such meeting.
 - iv. **Secretary.** The Secretary will keep minutes of all meetings of the Committee and will maintain all records of the Advisory Committee. The Secretary will also have such additional duties and responsibilities as the Committee may from time to time and by resolution prescribe.

- v. Administrative staff. St. Louis County will provide administrative staff to assist the Secretary. Administrative staff are not considered Advisory Committee members and may not vote on actions of the Advisory Committee.

3. Procedures of Advisory Committee

- a. Annual Meeting. The annual meeting of the Advisory Committee will be held in the month of February each year, or at such time as the Committee may determine, and will be held in the regular meeting place of the Committee.
- b. Regular Meetings. The Committee will hold semi-annual meetings in the months of February and September, commencing at 10:00 o'clock a.m., C.T., or at such other month and time as the Committee may determine. Regular meetings of the Committee will be held in the St. Louis County Planning and Community Development Department office or in a suitable location within the five-county consortium so designated after each meeting by the Committee.
- c. Special Meetings. Special meetings of the Committee may be called by the Chair or, in the event of the Chair's absence or inability, by the Vice Chair at any time with reasonable notice provided to the Advisory Committee prior to such special meeting.
- d. Quorum. A quorum of the ten-member Committee will consist of six Committee Members. In the absence of a quorum, no official action may be taken by, on behalf of, or in the name of the Committee.
- e. Adoption of Resolutions. Resolutions of the Committee will be deemed adopted if approved by not less than a simple majority of all Committee Members present. Resolutions may but need not be read aloud prior to a vote taken thereon.
- f. Rules of Order. The meetings of the Committee will be governed by the most recent edition of Robert's Rules of Order.
- g. Conflict of Interest. Advisory Committee members will disclose all incidences of existing and/or potential conflict of interest prior to their participation in any discussion of relevant HOME-assisted activities.

4. Miscellaneous

- a. Fiscal Year. The fiscal year for the Northeast Minnesota HOME Consortium will be the St. Louis County HUD program year.
- b. Communications. All communications to which the Advisory Committee is a signatory party will be executed by the Chair.
- c. Amendment of Guidelines. These Guidelines may be amended by the Committee only by not less than a two-thirds vote of all the Committee Members present, provided that any such proposed amendment will first have been delivered to each Committee Member at least five days prior to the meeting at which such

amendment is considered.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3507

DEPARTMENT: Administrative Services
PRESENTER: Cory Smith, Casey Venema

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
American Rescue Plan (ARP) Request - Bowstring Airport

BOARD ACTION REQUESTED:
Approve American Rescue Plan (ARP) request in the amount of \$15,120 from the Bowstring Airport.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ARP Request - Bowstring Airport

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Cory Smith](#); [Casey Venema](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Tuesday, February 6, 2024 6:12:22 PM

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American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Bowstring Airport
Name of Contact:	Lisa Randall, CEDA or Chris Schultz, Airport Commission
Address:	Physical address of the airport: 47020 County Road 173
City:	Deer River
State:	MN
Zip Code:	56636
Phone Number:	218-259-0326 or 218-244-1247
E-mail Address:	lisa.randall@cedausa.com or schultz6@bigfork.net
Commissioner District:	District 1 - Cory Smith, District 5 - Casey Venema
Project Name:	Bowstring Airport
Amount Requested:	\$15,120
Project Budget & Summary of Project:	The Bowstring Airport, located in Bowstring Township on County Road 173, is owned by Itasca County and is managed by a five-member commission who meets monthly. MnDOT Aeronautics estimates approximately 400 operations in/out of the Airport each year. The Airport Commission has been working with CEDA Associate Lisa Randall and with Airport Engineer Jerry Bolin of Karvakko Engineering since the spring of 2023 to reorient processes and to manage Airport projects, future developments and MnDOT Aeronautics grant opportunities. Since 2023, two grants totaling \$90,000 have been awarded. A grant application invitation for \$120,000 to purchase a mower/blower tractor is pending at the time of this application.

This request is for the Bowstring Airport to recapture funds to commission members for expenses paid out of pocket and bring the Airport back to a balanced budget. Going forward, to keep the budget balanced, winter maintenance expenses have been greatly reduced and/or eliminated. If awarded, the MnDOT grant application referenced above for mower/blower tractor will greatly reduce the maintenance contract expenses throughout the year.

Total project cost: \$15,120

Nine months of maintenance contract monthly amount \$1,680 x 9 months = \$15,120

Additional Information: *Field not completed.*

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3508

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: John Johnson, Terry Snyder

AGENDA ITEM:

American Rescue Plan (ARP) Request - Itasca County Sheriff's Office/1000 Lakes SWAT

BOARD ACTION REQUESTED:

Approve American Rescue Plan (ARP) request in the amount of \$100,000 from the Itasca County Sheriff's Office/1000 Lakes SWAT.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Sheriffs Office 1000 Lakes SWAT

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Terry Snyder](#); [John Johnson](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Tuesday, March 5, 2024 5:10:44 PM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Itasca County Sheriff's Office/ 1000 Lakes SWAT
Name of Contact:	Kyle Curtiss
Address:	108 NE 5th St.
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	2183263477
E-mail Address:	kyle.curtiss@co.itasca.mn.us
Commissioner District:	District 2 - Terry Snyder, District 3 - John Johnson
Project Name:	1000 Lakes SWAT Safety and Protection Equipment
Amount Requested:	\$100,000.00
Project Budget & Summary of Project:	1000 Lakes SWAT is attempting to acquire safety and protective equipment for the team's personnel. The team consists of 34 members who require protective equipment to perform duties including high-risk warrants, pursuing arrests of dangerous individuals, and resolving violent incidents. SWAT operators are faced with unknown situations where protective equipment is essential to their safety. The protective equipment would be but not be limited to bulletproof vests, ballistic blankets, protective helmets, hearing protection, and eye protection. Initial quotes for these protective items are more than \$100,000.00. The money would be used to start the process of

the purchase of this equipment.

Additional Information: *Field not completed.*

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3511

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth, Brett Skyles

AGENDA ITEM:

REVISED-Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA)

BOARD ACTION REQUESTED:

Approve a revised Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA) to undertake a compensation market study and a benefits survey and analysis in 2024.

BACKGROUND:

DDA Human Resources is a professional human resources consulting firm that has provided executive search, compensation and classification studies and other HR services to clients throughout Minnesota since 2013. Itasca County has utilized the services of DDA for several years for position classification review so there is an existing relationship. Tessia Melvin will lead this work on behalf of DDA, and has a doctorate in Public Administration from Hamline University as well as bringing 13 years of experience in diverse service to city and county government in Minnesota. The study is intended to provide comparative data to Itasca County related to employee base pay and benefits. One of the first tasks to be accomplished as part of this study will be to determine what entities will be included in the comparison group and recommendations will be presented to the Board for approval. For additional background, a summary of the suggested benefit information to be collected is also attached.

Initial contract reviewed by County Attorney but not revised version

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. DDA Comp market survey contract Itasca County 2024 (002)
2. 2024 DDA Benefits Data Survey and Analysis

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 13th day of February 2024 ("Effective Date") by and between David Drown Associates Inc., a Minnesota corporation with a Minnesota registered office at 5029 Upton Avenue South Minneapolis, MN 55410 ("Consultant"), and Itasca County located at 123 NE 4th Street, MN 55744 (the "Client"):

RECITALS

- A. Consultant is engaged in the business of providing professional human resources consulting services.
- B. The Client desires to hire Consultant to perform the following work:
- The Consultant will perform the following services:
 - a. Market Analysis and pay Grid Calibration \$23,500
 - b. **Benefit data collection and analysis.**
 - c. Additional job description classification reviews at \$175, as needed.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the Client and Consultant agree as follows:

AGREEMENT

1. **Services to be Provided.** Consultant agrees to provide the Client with professional human resources consulting services as described in the attached **Exhibit A** (the "Services"). **Exhibits A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Consideration.** The consideration, which the Client shall pay to Consultant, shall not exceed **\$31,000** for the Market Analysis and Pay Grid Calibration project **and the benefit data collection and analysis**. The consideration shall be for both the Services performed by Consultant and the expenses incurred by Consultant in performing the Services. The Client shall make payment to Consultant as follows:
 - \$23,500 will be paid following Consultant submission of final report and presentation of Market Analysis and Pay Grid Calibration recommendations.
 - **Up to \$7,500 for benefit data collection and analysis**
 - \$175 for each job description classification review as requested by the Client.

The Client shall pay Consultant within thirty (30) days after Consultant's statements are submitted.

3. **Expense Reimbursement.** Consultant shall not be compensated separately for necessary incidental expenses. All expenses of Consultant shall be built into Consultant's fixed compensation rate,

unless reimbursement is provided for an expense that received the prior written approval of the Client, which approval may be provided via electronic mail.

4. **Approvals.** Consultant shall secure the Client's written approval before making any expenditures, purchases, or commitments on the Client's behalf beyond those listed in the Services. The Client's approval may be provided via electronic mail.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at any time;
- b. Either party may terminate this Agreement in the event of a breach of the Agreement by the other party upon providing thirty (30) days' written notice to the party in breach; or
- c. The Client may terminate this Agreement immediately upon Consultant's failure to have in force any insurance required by this Agreement.

In the event of a termination, the Client shall pay Consultant for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination. Upon payment, Consultant shall provide Client with all data it has accumulated related to the Market Analysis and Pay Grid Calibration up to the date of termination, and all completed and draft job descriptions or classification reviews in progress at the time of termination or Notice of Breach.

7. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by the Client because of a breach by Consultant, the Client may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the Client for breach of this Agreement by Consultant shall not be exclusive. The Client shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.

9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant, that are relevant to the contract or transaction, are subject to examination by the Client and the state auditor or legislative auditor for a minimum of six years. Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, and hold-harmless the Client and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Consultant's negligence or the Consultant's performance or failure to perform its obligations under this Agreement. The Consultant's indemnification obligation shall apply to the Consultant's subcontractors, or anyone directly or indirectly employed or hired by the Consultant, or anyone for whose acts the Consultant may be liable. The Consultant agrees this indemnity obligation shall survive the completion or termination of this Agreement.

11. **Insurance.** Consultant shall maintain reasonable insurance coverage throughout this Agreement. Consultant agrees that before any work related to the approved project can be performed, Consultant shall maintain at a minimum: Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181; Business Auto Liability in an amount not less than \$1,000,000.00 per occurrence; Professional Liability in an amount not less than \$1,000,000.00 per occurrence; and Commercial General Liability in an amount of not less than \$2,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$2,000,000.00 per occurrence for property damage. To meet the Commercial General Liability and Business Auto Liability requirements, Consultant may use a combination of Excess and Umbrella coverage. Consultant shall provide the Client with a current certificate of insurance including the following language: "The County of Itasca is named as an additional insured with respect to the commercial

general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the Client as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days written notice is provided to the Client, or 10 days written notice in the case of non-payment.

12. **Subcontracting.** Neither the Client nor Consultant shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Services required by this Agreement. Any instrument in violation of this provision is null and void.

13. **Assignment.** Neither the Client nor Consultant shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.

14. **Independent Contractor.** Consultant is an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall provide or contract for all required equipment and personnel. Consultant shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the Client. The parties agree that this is not a joint venture, and the parties are not co-partners. Consultant is not an employee or agent of the Client and has no authority to make any binding commitments or obligations on behalf of the Client except to the extent expressly provided in this Agreement. All services provided by Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the Client for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

15. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the Client's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the Client's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on Client property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the Client.

16. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the Client and Consultant, and supersedes any other written or oral agreements between the Client and Consultant. This Agreement may only be modified in a writing signed by the Client and Consultant. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail.

17. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Itasca County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

19. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the Client. In the event of a conflict of interest, Consultant shall advise the Client and, either secure a waiver of the conflict, or advise the Client that it will be unable to provide the requested Services.

20. **Work Products and Ownership of Documents.** All records, information, materials, and work product, including, but not limited to the completed reports, data collected from or created by the Client or the Client's employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall become the property of the Client, but Consultant may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Consultant agrees that it will not disclose for any purpose any information Consultant has obtained arising out of or related to this Agreement, except as authorized by the Client or as required by law. Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Consultant prior to the effective date of this Agreement; however, to the extent Consultant generates reports or recommendations for the Client using proprietary processes or formulas, Consultant shall provide the Client (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used. All of the obligations in this paragraph shall survive the completion or termination of this Agreement.

21. **Agreement Not Exclusive.** The Client retains the right to hire other professional human resources consultant service providers for this or other matters, in the Client's sole discretion.

22. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the Client from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

23. **Authorized Agents.** The Client's authorized agent for purposes of administration of this contract is Janet Borth, the Human Resources Director of the Client, or designee. Consultant's authorized agent for purposes of administration of this contract is Dr. Tessia Melvin, or designee who shall perform or supervise the performance of all Services.

24. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

CONSULTANT
David Drown Associates, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410

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

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Publicity.** At the Client's request, the Client and Consultant shall develop language to use when discussing the Services. Consultant agrees that Consultant shall not release any publicity regarding the Services or the subject matter of this Agreement without prior consent from the Client. Consultant shall not use the Client's logo or state that the Client endorses its services without the Client's advanced written approval.

29. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

30. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

31. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

32. **Recitals.** The Client and Consultant agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the Client and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

DDA HUMAN RESOURCES, INC:

ITASCA COUNTY

Name: _____

By: _____

Title : _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A: Market Analysis and Pay Grid Calibration

Total Cost: \$23,500

Introduction and Project Orientation

Our first task with you is to meet and make sure we all understand the expectations and fully understand the current pay structure, pay philosophy, and employee benefits.

- We will conduct an Initial Project Meeting to discuss the scope of the planned services, its procedures, methods, intended outcomes and timeline. We will keep in mind directives from the governing board pertaining to this project.
- We will discuss any related details that are identified. During this meeting, we will identify data and resources on your current job descriptions, pay structure, classification system, employee roster, and union contracts. For your convenience, we will create a cloud-based account to make it easy to share files with you.
- Project Team and employee meetings may be held, if desired, to explain the project scope, expectations, timeline, and answer questions.

Job Description General Review

We will undertake a general review of your existing job descriptions and recommend changes to assure compliance with ADA and other State and Federal Requirements. We can rewrite any job descriptions for an additional cost.

Wage/Labor Benchmarks and Market Analysis

The next step in the process involves looking outside of your organization to see what wages are offered to employees in the job market.

- We will work with your Project Team to determine an appropriate group of comparable “benchmark” entities to achieve an adequate sample size and a meaningful comparison. These “benchmark organizations” are typically counties that are similar to yours and/or other organizations with whom you compete for employees. Although we know that you compete with private sector organizations for employees, obtaining *reliable* private sector information is very difficult in most cases. So, our focus will be primarily on public sector entities.
- We will collect detailed wage information on *all jobs* that you have in common with these communities – not just a selected list. We plan to use all benchmark roster data, may use the LMC/AMC wage database, and supplement by other sources as needed to provide a meaningful set of comparison data. We will organize the results of this analysis using a series of graphs and charts that are designed to clearly show how your current pay ranges and wages compare to those of benchmark entities. This is the information needed to develop a pay structure that balances both internal and external equity and assures compliance with State Pay Equity Compensation Standards.

Design New Pay Plan

- We will provide recommendations and options for either an adjustment of your existing

compensation plan, or a replacement plan that produces a better match with your compensation philosophy.

- We will work with you to create job families, where appropriate, to allow career paths to be developed within the County.
- We will fine tune the plan to establish fair and equitable compensation relationships within and outside the organization that are workable within a union and non-union environment.
- We will provide system testing to assure that any option proposed will comply with the State's pay equity standards and Federal requirements.
- We will evaluate the cost/budget implications of up to two (2) alternative implementation strategies that consider your current budget constraints. The objective of this work is to provide you with meaningful, employee-by-employee level information that is useful for your detailed budgeting use.
- We will prepare final documents for the plan, including presentation, draft policy, guidelines, and procedures for administration. Any written and computerized data and supporting information will be submitted as appropriate or requested.

Final Report

- Prepare final documents for this study, including presentation, policy, guidelines, and procedures for administration.
- We will make a final presentation of our report and findings.

Standard Fees for Other Services

For clients who prefer to receive maintenance support in a less rigorous manner, we offer a full range of support services with standard pricing:

- | | |
|---|--|
| • Write and classify a new or revised job description | \$300 per position |
| • Classify a job description provided by client | \$175 per position |
| • Market Wage Analysis | \$100 base fee plus \$150 per position |

Hourly rates:

- | | |
|---------------------|----------------|
| • Professional | \$250 per hour |
| • Technical Support | \$150 per hour |
| • Clerical | \$100 per hour |

2024 Benefits Data Survey and Analysis

March 7, 2024

At the request of the Board at their February 13, 2024, meeting, the Human Resources Director has worked with DDA Human Resources, Inc., to expand the scope of the proposed 2024 contract. The revised contract includes not only a review of base pay compensation comparables (with a yet to be determined comparison group), but also a survey and analysis of common benefits to better assess total compensation comparables. To the extent the data can be collected from comparable organizations, it is suggested that the consulting firm survey organizations on the following common leaves and benefits:

Time off/Leaves of absence:

Number of holidays
Number of floating holidays
Vacation, sick or PTO accruals by years of service?
Maximum accrual/carry over of vacation, sick or PTO?
Cash out provisions?
Leave donation program-yes or no?

Health Insurance:

Plan types\Number of plan options available to employees?
Deductible levels of each plan option?
Employee-only & Family coverage premiums--% paid by employer
Employer HSA or VEBA contribution levels annually?
Prescription drug coverage

Dental:

Annual benefit level?
EE-only and Family premium levels?
Premium %/amount paid by ER and EE?

Vision Insurance:

% premium paid by employer?

Life Insurance/AD&D:

Value of benefit provided?
% of premium paid by employer

Short-term or long-term disability:

% of premium paid by Employer

Supplemental benefits: Does the employer offer other group benefits to employees that are 100% employee-paid premiums? What are they?

Retirement Benefits:

Retirement/deferred compensation plans offered?

Retiree health, dental and life insurance offered? ER payment?

Other benefits offered that are not listed above?

If there is additional data the commissioners request be gathered related to benefits, please let the HR Director know as this can be modified with the consultant prior to survey implementation.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3505

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Project Labor Agreements for 2024 Highway Construction Projects

BOARD ACTION REQUESTED:

Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2024 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:

Attached is a copy of the resolution regarding the use of PLA's on County Projects. The Transportation Department has reviewed the criteria identified in the resolution for each project planned for the 2024 construction season. None of the projects on the list for 2024 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines and are of average size and scope. Therefore, it is recommended that PLA's not be required for these projects.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. PLA Resolution
2. 2024 PLA - Revised

Motion To: Authorize the County Transportation Department to not require PLA's on the following projects: CSAH 29 Bituminous Overlay/Rehab, CSAH 70 Bridge Replacement, CSAH 70 Bridge Replacement, CSAH 81 Bituminous Overlay, and CSAH 84 City of Calumet Bituminous Rehab.

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

Motion To: Authorize the County Transportation Department to require PLA's on the following projects: CR 560 Bituminous Overlay, CSAH 62 Bituminous Rehab/Overlay, and CSAH 35 Bituminous Overlay/Rehab.

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

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR
PROJECTS EXCEEDING \$150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of \$150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

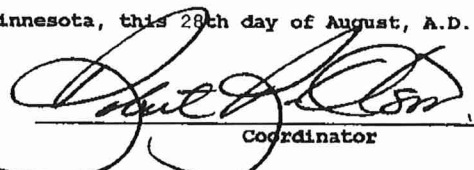
Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas _____	Nays _____	District #1 _____	District #2 _____
Other _____		District #3 _____	District #4 _____
		District #5 _____	

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

I, ROBERT R. OLSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, 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 28th day of August, A.D. 2007.


Coordinator

By _____ Deputy

**2024 Transportation Department Projects
Project Labor Agreements Worksheet**

Project Name¹	Size/Value	Timeline/Deadline	Potential for Overruns²	Labor Availability³	Coordination of Phases⁴	Other Factors
• CR 560 Bituminous Overlay	\$375,000	No significant impact to public – open to traffic during construction	Minimal County Preservation	Adequate labor anticipated	Minimal	
• CSAH 62 Bituminous Rehab/ Overlay	\$650,000	No significant impact to public – open to traffic during construction	Minimal Municipal State Aid	Adequate labor anticipated	Minimal	
• CSAH 35 Bituminous Overlay/Rehab	\$2,100,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 81 Bituminous Overlay	\$100,000	Short detour – delays would result in minimal impact to public.	Minimal Municipal State Aid	Adequate labor anticipated	Minimal	City of Deer River is project lead
• CSAH 84 City of Calumet Bituminous Rehab	\$450,000	Short detour – delays would result in minimal impact to public.	Minimal Municipal State Aid	Adequate labor anticipated	Minimal	Contract includes city project
• CSAH 29 Bituminous Overlay/Rehab	\$1,700,000	No significant impact to public – open to traffic during construction	Minimal Federal Aid Funds State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 70 Bridge Replacement	\$825,000	Road closed to traffic during construction – detour through Calumet	Minimal Federal Aid Funds Bridge Bonding State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 70 Bridge Replacement	\$1,400,000	Road closed to traffic during construction – detour through Calumet	Minimal State Aid Funds Bridge Bonding	Adequate labor anticipated	Minimal	

Notes:

1. All contracts will utilize prevailing wages
2. Historically, projects have not experienced substantial cost overruns.
3. There has never been a labor strike on an Itasca County Highway project and most projects get numerous bids indicating demand for work.
4. The projects on this list are all relatively simple and do not require large amounts of coordination.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3519

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

American Rescue Plan (ARP) Request - Marcell Township

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$17,865.28, from Marcell Township.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Marcell Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$17,865.28, from Marcell Township.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Terry Snyder](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Thursday, March 7, 2024 3:13:26 PM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Marcell Township
Name of Contact:	Tracy Chase
Address:	PO Box 141
City:	Marcell
State:	MN
Zip Code:	56657
Phone Number:	218-360-9982
E-mail Address:	marcell.township@yahoo.com
Commissioner District:	District 2 - Terry Snyder
Project Name:	Playground- Accessible Whirl
Amount Requested:	\$17,865.28
Project Budget & Summary of Project:	The Marcell Township is excited to submit this grant application to further enhance our community's recreational areas with a focus on our playground.

In the past, the playground has seen many children actively engaged from all parts of the area, as well as tourists coming to the area to relax and enjoy what the township offers. With the addition of the new playground equipment this past summer and the removal of unsafe, outdated pieces, we have seen an increase in usage. The playground is now handicapped accessible with a ramp leading up to the raised area and ADA-compliant base material. To continue to provide more opportunities for children with disabilities, we would like to purchase and install an accessible whirl that allows children in

wheelchairs to have access to the piece of equipment, as well as mobile children.

Marcell Township has one of the larger park areas in northern Itasca County and it draws users from the surrounding communities and beyond. It serves as a destination attraction for the area, and there are not any sites that offer the recreational opportunities like it does in the immediate area.

Over the past several years, our efforts have been dedicated to strengthening various aspects of our park areas, including resurfacing and repairing our walking trail-\$25,000, repairing our tennis/ pickleball courts-\$34,000, and purchasing and installing new playground equipment- \$104,500, with the Blandin Foundation and Itasca County granting the township \$62,500 towards playground improvements. We have also established a community garden with raised beds and ground plots. With this new request, we continue to aim for safer, more accessible, and enjoyable spaces for children and families.

Additional Information: [Accessible Whirl.docx](#)

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3520

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

American Rescue Plan (ARP) Request - Bigfork Ambulance Service

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$69,697.56, from Bigfork Ambulance Service.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Bigfork Ambulance Service

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$69,697.56, from the Bigfork Ambulance Service.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Terry Snyder](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Tuesday, February 20, 2024 8:18:07 PM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Bigfork Ambulance Service
Name of Contact:	Jesse Storlie
Address:	105 Ash street
City:	Bigfork
State:	mn
Zip Code:	56628
Phone Number:	218-689-0627
E-mail Address:	Bigforkamb@live.com
Commissioner District:	District 2 - Terry Snyder
Project Name:	Monitor/Defibulator Replacement
Amount Requested:	\$69697.56
Project Budget & Summary of Project:	Bigfork Ambulance is in need of replacing our monitors/defibrillators because they are old and starting to have reliability issues. The EMSRB requires by statute that we have the capability to de-fibrillate so these pieces of equipment are essential to our service. Because reimbursement rates are so far under actual costs of service, it is not possible for us to replace this equipment on our own.
Additional Information:	Bigfork Ambulance - Q-74668 - Version 3.pdf

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**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-74668 Version: 3

Bigfork Ambulance
105 Ash Street
Bigfork, MN 56628

ZOLL Customer No: 123755

Jesse Storlie
(218) 689-0627
bigforkamb@live.com

Quote No: Q-74668

Version: 3

Issued Date: February 16, 2024

Expiration Date: March 31, 2024

Terms: NET 30 DAYS

FOB: Destination

Freight: Free Freight

Prepared by: Jason Landry
EMS Territory Manager
jason.landry@zoll.com
+1 6123276467

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2121111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, SpO2, EtCO2, BVM, NIBP, CPR Expansion Pack Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo Pulse Oximetry with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	2	\$46,384.00	\$38,034.88	\$76,069.76
2	1339867	8000-001128	Accuvent Flow Tube (Box of 10)	2	\$762.00	\$647.70	\$1,295.40

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Bigfork Ambulance

Quote No: Q-74668 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1339867	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$186.00	\$152.50	\$305.00
4	1339867	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	2	\$299.00	\$245.06	\$490.12
5	1339867	8000-001814	RD SET DCI Adult Reusable Sensor, 3ft	2	\$360.00	\$294.42	\$588.84
6	1339867	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	2	\$957.00	\$504.22	\$1,008.44
7		8000-000393-01	X Series Carry Case, Premium	2	\$424.00	\$424.00	\$848.00
8		8707-000503-01	X Series Clear Plastic Display Protector	2	\$46.00	\$46.00	\$92.00
9		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	2		(\$5,500.00)	(\$11,000.00)

Subtotal: \$69,697.56

Total: \$69,697.56

Contract Reference	Description
1339867	Reflects NASPO 2017 OK-SW-300 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NASPO 2017 OK-SW-300 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through March 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Bigfork Ambulance
Quote No: Q-74668 Version: 3

7. Place your future accessory orders online by visiting the ZOLL Webstore.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Bigfork Ambulance

Authorized Signature:

Name: _____
Title: _____
Date: _____