



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 7, 2024

2:30 PM

Itasca County Boardroom

FINAL

WORK 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: Amend Item #6.6 (Award Contract 63512 Bituminous Paving Projects) and approve the agenda, as amended.

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

1. Approve the minutes of the Tuesday, April 23, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the new Minnesota Counties Information Systems (MCIS) Hosting Agreement between MCIS and Itasca County which includes when maintenance fees are evaluated (yearly) and when Counties can terminate their agreement, upon 180 days' written notice.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

2. Approve the Computer Hardware Hosting Agreement between Minnesota Counties Information Systems (MCIS) and Itasca County.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

3. Approve the donation of 100-120 end-of-life analog monitors for PCs for People/KOOTASCA Community Action.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

4. Approve County Board Chair to sign a Service Contract between Itasca County and American Disposal for Demolition Operations at the Itasca County Transfer Station.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

5. Approve final payment for Contract 60318 - CSAH 3 / 7th Avenue Bituminous Paving and Roundabout and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

6. Approve the 2024/2025 Annual Road Maintenance Agreements and authorize the County Board Chairperson and the Clerk to the County Board to sign Agreements and authorize the County Engineer to modify the Attachment "A" to Agreements as needed and upon mutual agreement with the Township or City.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

7. Award Contract 68404 which includes Itasca County SAP 031-684-004 CSAH 84 Gary Steet and City of Calumet CA23-03 Utility Improvements to the lowest responsible bidder, Casper Construction Co, in the amount of \$1,259,889.00 (Base Bid and Alternate #1) and authorize the required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

8. Approve 2024 Environmental Trust Fund Grant of \$5,000.00 to the Grand Rapids High School Future Farmers of America (FFA).

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

9. Approve amendment to the Land Contract and Purchase Agreement previously approved by the Itasca County Board of Commissioners on October 17, 2023 and authorize the necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

10. Approve grant application, letter of support, and grant acceptance, if awarded, to Lessard Sam's Outdoor Heritage Fund (LSOH); approve insurance limits with Northern Waters Land Trust for LSOH grant consulting services; and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

11. Approve and authorize signatures necessary to execute the Federal Supplemental Boating Safety Patrol Grant Agreement and Conflict of Interest Statement between the State of Minnesota (DNR) and the Itasca County Sheriff's Office.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

12. Approve and authorize signatures necessary to execute the 2024 Firearms Storage Grant Agreement between the State of Minnesota (DPS) and the Itasca County Sheriff's Office.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Rev. Dr. Patrick Lovejoy, Ken Lundgren, Ken Haubrich, David Mortenson, Cheryl Finnvik, Paul Durocher, Don Mayo, John Casper, Deborah Fideldy, Todd Christensen, Stephanie Lipsy, Tad Howard, Gene Storlie, Debbie Salisbury, David Brown, Jonathan Point, Loren Fiet, and Julie Olson provided citizen input regarding presentation of the Ten Commandments in the Itasca County Jail.

Mark Michalek provided citizen input regarding the gating off of county, state, and federal lands.

RECESS

Chair Johnson recessed the meeting at 3:26 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:40 PM, with all members present.

2. Grant Agreement – Bowstring Airport

Motion To: Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1056882 with the State of Minnesota on behalf of Bowstring Airport for State Project No. A3115-12 and authorizes necessary signatures.

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

3. Grant Agreement – Bowstring Airport

Motion To: Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1056917 with the State of Minnesota on behalf of Bowstring Airport for State Project No. A3115-13 and authorizes necessary signatures.

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

4. Calumet Reclamation Corporation Presentation

No presentation provided due to a scheduling issue. This item will be rescheduled for an upcoming meeting.

5. Schedule a Public Hearing for Off-Sale Liquor License

Motion To: Schedule a Public Hearing Re: Off Sale Intoxicating Liquor License for Cutfoot Sioux Resort LLC DBA Cutfoot Sioux Resort located at 44394 State Hwy 46, Deer River, MN 56636 to be held at the Tuesday, May 28, 2024 County Board Regular Session, which begins at 2:30 p.m.

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

6. Award Contract 63512 Bituminous Paving Projects

Motion To: Barring any irregularities, award Contract 63512 2024 Bituminous Paving Projects to the lowest responsible bidder, Hawkinson Construction, in the amount of \$3,303,376.66, and authorize the required signatures on the contract documents.

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

7. Schedule Park & Recreation Commission Constitution Amendment Public Hearing
Motion To: Schedule a Public Hearing Re: Changes to the Park & Recreation Commission Constitution to be held at the Tuesday, May 28, 2024 County Board Regular Session, which begins at 2:30 p.m.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Casey Venema |
| SECONDER: | Commissioner Terry Snyder |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
8. 2024 Grand Rapids Speedway Lease Agreement
Motion To: Approve the 2024 Lease Agreement with Grand Rapids Speedway, Inc., and authorize necessary signatures.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Terry Snyder |
| SECONDER: | Commissioner Burl Ives |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
9. American Rescue Plan (ARP) Request – S. Lake Multi-use Recreational Trail Bridge Project
Motion To: Approve the American Rescue Plan request in the amount of \$75,000 from the Itasca County Land Department for the S. Lake Multi-use Recreational Trail Bridge Project.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Casey Venema |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
10. American Rescue Plan (ARP) Request – Nashwauk Multi-use Trailhead Project
Motion To: Approve the American Rescue Plan request in the amount of \$55,000 from the Itasca County Land Department for the Nashwauk Multi-use Trailhead Project.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Casey Venema |
| SECONDER: | Commissioner Cory Smith |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
11. National Police Week & Peace Officers Memorial Day 2024
Motion To: Adopt the Resolution Re: National Police Week, which recognizes May 15, 2024 as National Police Week & Peace Officers Memorial Day in Itasca County.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Terry Snyder |
| SECONDER: | Commissioner Cory Smith |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
12. National Correctional Officers Week 2024
Motion To: Adopt the Resolution Re: Proclaiming the Week of May 5 – May 11, 2024 as National Correctional Officers Week.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Casey Venema |
| SECONDER: | Commissioner Cory Smith |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

Court Services Director Kevin Glass acknowledged the role of Itasca County Probation Officers as it relates to National Correctional Officers Week.

VII. COMMITTEE REPORTS

Commissioner Snyder reported on his attendance at recent Itasca Economic Development Corporation (IEDC) and Intergovernmental Affairs Committee meetings, as well as the L&M Groundbreaking Ceremony and meetings with various townships regarding American Rescue Plan (ARP) funds.

Commissioner Venema reported on his attendance at recent Fairgrounds Task Force and Cross Range Expressway meetings, as well as a Highway 169 Safety Meeting in Marble and meetings with various townships regarding American Rescue Plan (ARP) funds.

Commissioner Johnson reported on his attendance at a recent Arrowhead Regional Development Commission (ARDC) meeting, as well as a meeting regarding the upcoming roundabout construction in Swan River and meetings at the State Capitol regarding legislation relative to the Taconite Relief Area.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator update, including information regarding the legislative session.

IX. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the extensive detours relative to projects on Highway 65/Highway 2 in Swan River and Highway 169 near Aitkin.

Commissioners provided comment regarding presentation of the Ten Commandments in the Itasca County Jail and thanked constituents for their input.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Johnson adjourned the meeting at 4:22 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, May 7, 2024

RESOLUTION 2024-24

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

BE IT RESOLVED by the County of Itasca (Bowstring Airport) as follows:

1. That the State of Minnesota Agreement No. 1056882, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3115-12 at the Bowstring 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 (Bowstring Airport).

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

RESOLUTION 2024-25

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

BE IT RESOLVED by the County of Itasca (Bowstring Airport) as follows:

1. That the State of Minnesota Agreement No. 1056917, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3115-13 at the Bowstring 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 (Bowstring Airport).

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

RESOLUTION 2024-26

RE: NATIONAL POLICE WEEK

WHEREAS, the Congress and the President of the United States of America have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week and,

WHEREAS, the members of the Itasca County Sheriff's Office, along with all law enforcement in Itasca County, play an essential role in safeguarding the rights and freedoms of the citizens of Itasca County and,

WHEREAS, law enforcement officers are guardians of life and property, defenders of the individual right to be free men, warriors in the war of crime, dedicated to the preservation of life, liberty, and the pursuit of happiness and,

WHEREAS, the men and women of the Itasca County Sheriff's Office, along with other law enforcement officers in Itasca County, unceasingly provide a vital public service and,

WHEREAS, the County of Itasca desires to honor the valor, service, and dedication of its own law enforcement officers and,

WHEREAS, LEOKA statistics show that every two days in America, a law enforcement officer will be killed in the line of duty somewhere in the United States, and eighty-nine officers will be seriously assaulted in the performance of their duties. The community joins with other counties, cities, and towns to honor all peace officers everywhere and,

WE, THEREFORE, PROCLAIM the week of May 12 through May 18 to be Police Week and call upon all our citizens--as well as our patriotic, civic, and educational organizations--to honor, commemorate, and show appreciation for our law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated services to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens; and

WE, THEREFORE, CALL upon all citizens of Itasca County to observe the 15th of May 2023, as Peace Officers Memorial Day, in honor of those law enforcement officers who, through their courageous deeds, made the ultimate sacrifice and service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May A.D. 2024.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

RESOLUTION 2024-27

RE: PROCLAIMING THE WEEK OF MAY 5 - MAY 11, 2024 AS NATIONAL CORRECTIONAL OFFICERS WEEK

WHEREAS, one week each May, is officially designated as Correctional Officers Week, established by President Ronald Reagan on May 5th, 1984. This year, Correctional Officers Week is May 05-11, 2024, and,

WHEREAS, the Itasca County Sheriff's Office supports the proposition that the men and women who perform the difficult task of supervising the County's inmates deserve this recognition and,

WHEREAS, the Itasca County Sheriff's Office recognizes that detention staff are professionals, equal in status and importance to other professionals and effective at the administration of justice.

NOW THEREFORE BE IT RESOLVED, that we, the Itasca County Board of Commissioners, do hereby proclaim the week of May 05-11, 2024, as Correctional Officers' Week in Itasca County, in honor of the dedicated professionals who supervise the County's inmate population:

CO Chris Acevedo	CO Christopher Kebart	CO Donald Roberts
CO Troy Anderson	CO Cary Kuck	CO John Rodgers
CO Kayson Angell	CO Kaden Kucza	CO Amy Slettom
CO Aiva Brenna	CO Remington Laveau	CO Garrett Smith
CO Grace Bryngelson	CO Dylan Maki	CO Jenna Soltis
CO Lisa Evans	CO Makenzie Morse	CMHP Ashley Mohler
CO Rob Geving	CO Brandon Nistler	Sgt. David Frechette
CO Anthony Hanson	CO Nathan O'Brien	Sgt. Chad Latvala
CO David Hill	CO Olivia O'Hern	Sgt. Erin Nelson
CO Todd Janecke	CO Marnie Olson	Sgt. Dustin Ross
CO Darin Johnson	CO Taylor Peck	Lt. Shawn Racine
	CO Adam Rabey	Capt. Lucas Thompson
	CO Matthew Reasoner	

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

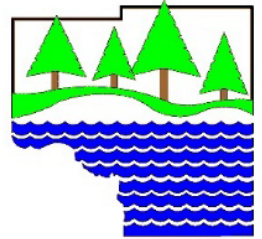
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "Brett Skyles", is written above a horizontal line.

Administrator



May 7, 2024

Chair:

PULL: None

ADDITIONS: None

CHANGES:

1. Item #6.6 has been updated to read as follows:
Barring any irregularities, award Contract 63512 2024 Bituminous Paving Projects to the lowest responsible bidder, Hawkinson Construction, in the amount of \$3,303,376.66, and authorize the required signatures on the contract documents.

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 23, 2024

2:30 PM

Itasca County Boardroom

DRAFT

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: Approve the Agenda as amended pulling Item 6.2 (Legislative Conference Call), adding item 6.14 (Joint Powers Agreement with the DNR for Road Maintenance), Item 6.15 (Execution and Recording of Quit Claim Deed), Item 6.16 (Comprehensive Plan for Probation in Itasca County), and Item 6.17 (American Rescue Plan (ARP)-Trout Lake Fire Department), and changes to Item 4.1 (Draft 2 Minutes of the April 16, 2024, County Board Work Session).

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the DRAFT 2 minutes of the Tuesday, April 16, 2024 County Board Work Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda as delineated below.

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

1. Approve the Program Agreement between the Regents of the University of Minnesota and Itasca County for provision of the Minnesota Woodland Steward Program through January 31, 2025 in the amount of \$25,000 and authorize necessary signatures.
2. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Itasca County Public Health for Care Coordination and Case Management Services for Seniors.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Shoptikal, LLC dba Shopko Optical.
4. Accept and authorize the County Board Chair to sign the software agreement between Next Chapter Technology Inc and Itasca County Health & Human Services to utilize the CaseWorks Software -- Financial Services Edition and the CaseWork Software -- METS/MNSure edition.
5. Approve of the Disposition of Obsolete Road and Bridge Equipment through McLaughlin Auctioneers & Hansen Auction Group.
6. Approve minutes of the Itasca County Land Classification Committee meeting held April 2, 2024.
7. Approve recommended classifications from Itasca County Land Classification Committee meeting held April 2, 2024.
8. Adopt the Resolution Re: Repurchase of Lot One (1), Block One (1), Village of Taconite First Addition.
9. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and that Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and that sale shall commence at 10:00 AM on Wednesday, June 5, 2024, at Cohasset Community Center.
10. Approve the Deer Lake Association lease renewal number 328 located in Section 6, Township 56 North, Range 26 West and authorize the necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
3. Recognition of County Employees
The Following Employees were recognized:

Farewell to Jessi Stumo, whose last day as Accounting Technician with the HHS Department will be April 26, 2024, after 1+ years of service.

Welcome to new employee, Brian Uchal, Custodian with the Administrative Services Department, which was effective April 22, 2024.

Welcome to new employee, Michael McInerney, Environmental Technician with the Environmental Services Department, which was effective April 22, 2024.

Welcome to new employee, Grace Bryngelson, Corrections Deputy with the Sheriff's Department, which was effective April 22, 2024.

Farewell to James Remmers, whose last day as Highway Maintenance Worker with the Transportation Department will be April 26, 2024, after 8+ months of service.

Informational only. No Action Taken.

4. Commissioner Warrants

Motion To: Approve the Commissioner Warrants with a check date of April 26, 2024, in the amount of \$1,577,664.74.

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

5. 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 Cory Smith
AYES: Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSTAIN: Terry Snyder

6. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for April 26, 2024, in the amount of \$1,672,509.59.

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

7. American Rescue Plan (ARP) request - Bigfork Valley Community Foundation

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$56,108.43, from Bigfork Valley Community Foundation.

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 - First Call for Help of Itasca County

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$90,000, from First Call for Help to come from the remaining unallocated fund amount.

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

9. American Rescue Plan (ARP) request - Itasca Waters

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$6,000, from Itasca Waters.

RESULT: APPROVED (5 TO 0)

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

10. American Rescue Plan (ARP) request - Lake Jessie Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$25,214, from Lake Jessie 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

11. American Rescue Plan (ARP) request - Itasca County Agricultural Association

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$17,500, from Itasca County Agricultural Association.

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

12. American Rescue Plan (ARP) request - Bigfork Volunteer Fire Department

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$80,855, from Bigfork Volunteer Fire Department.

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

13. Memorandum of Agreement between Itasca County and Itasca County Attorney Employees Association

Human Resources Director Janet Borth presented information regarding the request to approve the Memorandum of Agreement between Itasca County and the Itasca County Attorney Employees Association.

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

14. Joint Powers Agreement with the DNR for Road Maintenance

Motion To: Approve the Joint Powers Agreement with the Minnesota Department of Natural Resources and authorize signature of the county Engineer.

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

15. Execution and Recording of a Quit Claim Deed

Motion To: Adopt Resolution authorizing the execution and recording of a Quit Claim Deed to correct a parcel overlap issue.

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

16. Comprehensive Plan for Probation in Itasca County

Motion To: Approve the 2024 Comprehensive Plan for Probation in Itasca County.

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

17. American Rescue Plan (ARP) request - Trout Lake Fire Department

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$27,225 from Trout Lake Fire Department.

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

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment on American Rescue Plan (ARP) funds discussions with Blackberry, Splithand, and Wildwood Townships. Also having received calls/complaints on the truck traffic on the Airport Road.

Commissioner Snyder provided comment on attending MN USA District get-together Re: Insurance for snowmobile trails. He also spoke with Sarah Thompson, Land Department Re: Allocated monies for snowmobile trail insurance.

Commissioner Smith provided comment on meeting with Mark Box, City of Deer River, a meeting with Goodhope Township Re: American Rescue Plan (ARP) funds, and he received calls Re: roads needing work.

Commissioner Venema provided comment on meeting with Balsam Township and he is receiving calls on Wassan Lake Road in need of repair.

Commissioner Johnson provided comment on meeting with Lobbyist Shane Zahrt and testifying at Senate Hearing Re: IRRB.

It was the consensus of the County Board to authorize Commissioner Johnson and any Commissioner as needed, to continue to represent Itasca County on this matter Re: posed bills relative to taconite relief and assistance.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 3:32 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, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-204

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:
Minnesota Counties Information Systems (MCIS) Hosting Agreement

BOARD ACTION REQUESTED:
Approve the new Minnesota Counties Information Systems (MCIS) Hosting Agreement between MCIS and Itasca County which includes when maintenance fees are evaluated (yearly) and when Counties can terminate their agreement, upon 180 days' written notice.

BACKGROUND:
Itasca County signed an Agreement with Minnesota Counties Information Systems (MCIS) in 2016 and again in 2019, to have our IBM iSeries "hosted" on a system along with other MCIS Counties (shared expense versus each County owning their own). Having our iSeries hosted on a shared system is a cost savings for Itasca County. MCIS hosts the Property Tax (Presto) application which the Assessors and Auditor / Treasurer uses, and IFS (and IFS Pie) our financial application.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca-20240210WIP

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------



MINNESOTA COUNTIES INFORMATION SYSTEMS HOSTING AGREEMENT

This Hosting Agreement is made by and between **Minnesota Counties Information Systems (MCIS)**, a Minnesota joint powers entity, and **Itasca County**, a Minnesota political subdivision (a/k/a Hosted Entity, County, Member).

Recitals

1. The Hosted Entity (f/k/a County, Member) is a member of the MCIS joint powers entity, as defined by the MCIS Joint Powers Agreement.
2. The Hosted Entity owns and operates IBM-i (f/k/a iSeries, AS/400) server on which they run various software programs related to the Hosted Entity's statutory functions, or the Hosted Entity is a current subscriber to the MCIS hosted solution.
3. The IBM-i server, and peripheral backup hardware and operating system software require staff with sufficient expertise to operate, monitor and support.
4. Hosted entities find it difficult for individual political subdivisions to maintain staff with expertise on the IBM-i server, peripheral hardware, and operating system, and/or it is not cost effective to maintain this expertise.
5. As a solution, MCIS offers a hosted environment whereby MCIS acquires and maintains the requisite IBM hardware in a suitable location and hosts the software and data needed by the political subdivisions.
6. This Hosting Agreement sets forth the terms and conditions of the hosting relationship between MCIS and the Hosted Entity.

Terms

1. DEFINITIONS.

- a. **Budget Year.** MCIS Budget Year is January 1st through December 31st. The budget process typically starts February with the final budget approved at the MCIS Board meeting in July.
- b. **Planned Date.** The date the Hosted Entity plans to be implemented on the hosted environment. Upon signing, the Hosted Entity will provide the quarter and year they desire to move to the hosted server.
- c. **Implementation or Go-Live Date.** The month and year the Hosted Entity is cut over from their existing server to the hosted server for production purposes.
- d. **Calculation Date.** The first day of the planned date or implementation date, whichever is earlier.
- e. **Replacement Year.** The year the hardware is to be upgraded, which is currently planned every six (6) years. This cycle is amendable based on the needs and current conditions of hardware of MCIS with MCIS Board approval. The next cycle for Cybernetics equipment is 2028, and for IBM-I server, tape drive, HMC, and other peripherals is 2029.
- f. **LPAR.** A partition created on the shared IBM-I server for the hosted entity.
- g. **Device(s).** Electronic data processing equipment which can be set up to access the LPAR, such as but not limited to servers, laptops, desktop, cell phones, printers, scanners, tape drives, and so forth.
- h. **MCIS Software - applications and utilities used for MCIS developed software such as Tax, CAMA, Payroll/HR, and MCISQGPL utilities.**
- i. **MCIS 3rd Party utilities - Fresche's Presto runtime; ICS's FormSprint runtime w/PDF and email, ProData Data Base Utility (DBU), and future solutions that may be approved by the MCIS Board.**
- j. **MCIS Desktop utilities - IBM-i Access Client solutions, Start PC Command.**
- k. **Non-MCIS software - all other software not defined as MCIS software, 3rd party and/or desktop utilities. Examples such as TriMin's IFSpi, Social Welfare, Highway Costing, and so forth. MCIS will require a list of the software, vendor contact information, and the Hosted Entity product owners.**
- l. **Hosting Data Storage - storage that cannot be removed and required to keep the system running, such as but not limited SSD, SCSI, NVMe drives related to hosting IBM-i server(s), Hardware Management Console, and Cybernetics equipment.**



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

- m. Removable media – portable devices that can be connected to computer hardware to provide data storage that can be removed while the system is running and not required to keep hardware operational, such as but not limited to USB memory stick, external hard drives, tapes, CDs, and DVDs.

2. **EFFECTIVE DATE.** This Hosting Agreement is effective upon signing.

3. **HOSTING SERVICES.**

- a. MCIS will provide hosting servers and all necessary ancillary equipment, backup tapes, support, and maintenance to host the Hosted Entity's applications and data ("the Services"). MCIS will provide the processor capacity, disk space and memory to run the Hosted Entity's IBM-i applications. The specifications of the hardware used for hosted services shall be determined by MCIS at its sole discretion.
- b. The host server(s) will be in a data center with 24-hour security, redundant power, cooling, and broadband connectivity. Current arrangements are with Itasca County with their network staff providing network administration services.
- c. MCIS is responsible for applying PTF and microcode updates as needed to IBM-i server and associated operating system and peripheral equipment.
- d. MCIS will perform daily backups to a disk-based backup system with replication of the daily backups to secondary site. Monthly and yearly backup to physical tape and stored in a secure, off-site location with monthly tapes on a fifteen-month rotation and yearly's a seven-year rotation. The Hosted Entity reserves the right to specify a different retention schedule in writing, and MCIS obtains the right to determine additional charges if applicable.
- e. The Hosted Entity is responsible for providing all equipment and/or software necessary at the Hosted Entity's place of business for the Hosted Entity to access the hardware and systems provided by MCIS and for maintaining applicable software licensing.

4. **HOSTING FEES.**

- a. **Start-up Fees.** This fee is for Hosted Entities that are not implemented on the hosting solution on or before January 1, 2024. The fee will be a pro-rated costs of quarterly reserve and maintenance based on the month implemented in, required equipment hardware upgrades as needed, and software licensing transfer fees. This fee will be invoiced at the beginning of the first quarter following the implementation date.
- b. **Reserve Fee.** A fee to build up reserve funds for the replacement of the hosting hardware, associated operating system software, transfer fees from vendors, and pre-paid hardware/software maintenance. The fee is determined as part of the MCIS annual budget approval process. The Hosted Entity is responsible for this fee from the calculation date through replacement year defined as follows:
 - i. Hosted Entity having services on or before January 1, 2024, will be committed from January 2024 through replacement year.
 - ii. Hosted Entity implemented after January 1, 2024, will be committed from the calculation date through the replacement year.The reserve fee will be invoiced as follows:
 - i. Invoices are sent quarterly for the next three months of reserve fees due.
 - ii. In the Replacement Year, if the amount in the Reserve Fees fund does not cover the purchase price of the replacement equipment, MCIS reserves the right to charge an extra fee during the next budget cycle as approved by the MCIS Board.
- c. **Maintenance Fee.** The Hosted Entity shall pay a pro-rata share of the hardware and software maintenance costs, related supplies, and Itasca County's facility charge. The fee is determined as part of the MCIS annual budget approval process, and invoiced as follows:
 - i. If the Hosted Entity was implemented prior to January 1, 2024, then fees for the budget year are invoiced quarterly.
 - ii. If the Hosted Entity was implemented after January 1, 2024, then fees will be invoiced starting the quarter following the implementation date and quarterly thereafter.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

-
- d. The Reserve and Maintenance fees can be revised yearly, at the MCIS Board sole discretion, to ensure expenses are properly covered and proper reserves are being accumulated for the future upgrade of hosting equipment components.
 - e. Service Fee. The Hosted Entity shall determine the “level of service” they want provided by MCIS during the yearly budgeting process (reference Exhibit 1 for Definitions of Levels of Service), and each level’s monthly fee is set by the MCIS Board during the annual budget process. A Hosted Entity can move up a service level but cannot move to a lower service level once the MCIS Budget is approved. Fee is payable as follows:
 - i. All fees are based on the Calculation Date.
 - ii. The first invoice occurs the first quarter after the implementation date and includes the number of months from the calculation date through the ending month of the last quarter MCIS has invoiced for multiplied by the selected level monthly service fee.
 - iii. Thereafter, on a quarterly basis, the hosted entity will be invoiced for the next three months multiplied by the selected level monthly service fee.
 - f. If amounts owed by the Hosted Entity become past due, the Hosted Entity is subject to the penalties and restrictions set forth in the MCIS Joint Powers Agreement and/or Bylaws.
5. **SECURITY REQUIREMENTS.** It is of paramount importance that the Hosted Entity’s LPAR is secure. The Hosted Entity is responsible for maintaining security controls to prevent breaches from occurring on their network and infiltrating the LPAR. Security controls such as but not limited to are as follows:
- a. MCIS developed software requires a County to:
 - i. Maintain the current release level defined for MCIS’s software, 3rd Party, and desktop utilities.
 - ii. For MCIS desktop utilities County IT will distribute/update on the required county personnel devices within a reasonable time-period required by MCIS.
 - iii. Comply with “IBM’s Level 30 or 40 security controls” as described in Exhibit 2 (Defining MCIS Security Level 30/40)
 - iv. Anti-virus and/or end point detection recovery (EDR) tools on devices accessing the LPAR.
 - b. Properly manage IBM-i user profile:
 - i. Ensure county personnel secure their IBM-i user profile passwords to guard against and prevent unauthorized access.
 - ii. Restrict sharing of IBM-i user profiles, except in the instance of IBM system profiles, MCIS operations profile, and/or what’s agreed to between the Hosted Entity and MCIS.
 - iii. Implement add, change, and enabling/disabling procedures with County staff.
 - iv. Implement procedures for restricting access of terminated employees on a timely basis.
 - v. Implement procedures for review/approval when granting IBM-i’s advanced special authorities to user profiles.
 - c. Alert MCIS to the following:
 - i. User profiles that need to be disabled due to termination, moving to another department where access is no longer needed.
 - ii. Immediately on a security incident/breach on and/or to Hosted Entity’s network that present risk to the IBM-i server.
 - iii. MCIS will alert Hosted Entity IT Director of security incident breach on MCIS network that present risk to the remote IBM-i server.
 - d. When disposing of hosted data storage and/or removable media, MCIS will adhere to the NIST Special Publication 800-88R (Exhibit 4). In the event the hardware doesn’t conform to this data sanitization standard, then MCIS will remove the hosted data storage components perform the purge techniques (crushing, degaussing, shredding) of the NIST standards. Any disposal costs occurred will be distributed evenly between the hosted counties on the next billing cycle.
 - e. MCIS reserves the right to require the Hosted Entity to procure and maintain security software solutions that were agreed upon by the majority of the Hosted Entities and approved for purchase by the MCIS Board.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

- f. MCIS reserves the right to maintain or not maintain Cyber Security Liability insurance as directed by the majority of hosted entities and/or MCIS Board.
- g. In the event of a security breach within the IBM-I hosting environment, guidance described in the Security Committee Charter will be followed (Exhibit 3).

Notwithstanding any other term or agreement to the contrary, each Hosted Entity is solely liable for any and all data breaches that occur within their designated IBM-i partition and agrees to defend and indemnify MCIS and County renting hosting facility space, power and network connectivity from any claims arising from such data breaches.

6. TERM.

- a. This Agreement commences on the Effective Date and extends through December 31 of the Replacement Year. Replacement year can be revised by the MCIS Board for the next budget year and will communicate with the hosted entity regarding any changes.
- b. Any party may terminate this Agreement without cause upon 180 days' written notice to the other parties. In addition, this Agreement may be terminated if a party provides written notice of a breach of this Agreement and the breaching party fails to cure the breach within 60 days after receipt of the notice. If the Hosted Entity is the breaching party, it remains responsible for the Start-up, Service and Maintenance fees for the remainder of the budget year, and Reserve fees through the replacement year.
- c. If the Hosted Entity terminates this Agreement without cause by April 1 of the current year, then the Hosted Entity is not responsible for the Service and Maintenance fees after December 31 of the current year. If a Hosted Entity terminates without cause after April 1, then the Hosted Entity remains responsible for the Service and Maintenance fees for the current and next budget year regardless of the date of termination. If the Hosted Entity terminates this Agreement without cause prior to the December 31st of replacement year, the Hosted Entity remains responsible for payment of the Reserve fees through December 31st of the replacement year. The Hosted Entity acknowledges that the financial structure of the MCIS hosting service depends on guaranteed receipt of Reserve fees during the entire term of the hosted agreements. This clause shall survive termination of this Agreement.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- a. To the extent allowed by law, MCIS and the Hosted Entity shall fully defend and indemnify and hold harmless the other party against all claims, losses, liability, suits, judgments, costs, and expenses by reason of action or inaction of the employees or agents of the indemnifying party arising in whole or in part from any act or omission of the indemnifying party, its subcontractors, and their agents, servants, or employees, incidental to the performance of this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability under Minnesota Statutes Section 466.04 and other applicable law or rule.
- b. 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 purposes of liability, all as set forth in Minnesota Statutes Section 471.59 subdivision 1a(a); provided further that for the purposes of this statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- c. The parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party.

- 8. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that the execution and performance of this Agreement has been duly authorized and the signatory to this Agreement possesses all necessary authority to enter into the Agreement.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

9. DATA PRACTICES.

- a. All data created, collected, received, stored, used, or maintained on the MCIS equipment and on or through the associated Hosted Entity network equipment is subject to the requirements of the Minnesota Government Data Practices Act (MGDPA). All parties shall abide by the provisions of the MGDPA, the Health Insurance Portability and Accountability Act and implementing regulations, and all other applicable state and federal laws relating to data privacy.
- b. The parties hereto acknowledge that MCIS is only providing a hosting environment for the Hosted Entity's data. Data content is the sole responsibility of the Hosted Entity. All data requests under the MGDPA are to be responded to by the Hosted Entity as the responsible authority for the data. Any requests for data, or for changes, additions, or deletions to data, received by MCIS from a third party shall be forwarded to the Hosted Entity for response.
- c. The Hosted Entity shall annually provide MCIS with an authorization to access the data for the sole purpose of carrying out its hosting obligations under this Agreement.

10. **RELATIONSHIP.** This Agreement does not create a partnership, joint venture, or other business combination between the parties. Each party is responsible for its own insurance.

11. **FORCE MAJEURE.** No party shall be in breach of this Agreement in the event they are unable to perform their obligations as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the substantial inoperability of the State's WAN, or other reasons beyond their reasonable control, provided, however, that if such reasons or conditions remain in effect for a period of more than 30 days, any party may terminate this Agreement without further liability to that party.

12. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be written in letter/memo form on company letterhead, signed on behalf of the party providing notice, and deemed received (1) upon receipt if personally delivered, which includes email; (2) on third day after mailing if sent by certified mail, return receipt requested; or (3) the next business day if sent by messenger or reputable overnight courier. Notices shall be sent to the following addresses:

Minnesota Counties Information Systems
Attn: Executive Director
413 S.E. 7th Ave.
Grand Rapids, MN 55744

Itasca County
Attn: [insert name current MIS/IS Director/Manager]
123 NE 4th Street
Grand Rapids, MN 55744

13. **ASSIGNMENT.** No party shall assign its rights or delegate its duties under this Agreement without receiving prior written consent of the other parties.
14. **WAIVER.** The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or the breach of the provision.
15. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies shall be considered originals.



Minnesota Counties Information Systems
413 SE 7th Avenue, Grand Rapids, MN 55744
Phone 218-326-0381

16. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents, and proposals. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing, signed by authorized representatives, and references this Agreement. Any and all causes of action between any party arising out of or related to this Agreement shall be venued in Itasca County District Court.

County of Itasca

Signature

Print Name

Title

Date

Minnesota Counties Information Systems

Signature

Lyle R. Eidelbes
Print Name

Executive Director
Title

Date



EXHIBIT 1 – LEVELS OF SERVICE

Definitions

- Please reference the main contract for other definitions that may be used with this exhibit.
- Hosted / On-Site Support – a Member County with an LPAR on MCIS provided equipment that is hosted at Itasca County defined datacenter(s)
- Remote Support – a Member County who desires their IBM-i server and/or LPAR manage by MCIS< but the physical server is at the County or location outside MCIS known data centers.
- MCIS Software - applications and utilities used for MCIS developed software such as Tax, CAMA, Payroll/HR, and MCISQGPL utilities.
- MCIS 3rd Party utilities - Fresche's Presto runtime; ICS's FormSprint runtime w/PDF and email, ProData Data Base Utility (DBU), and future solutions that may be approved by the MCIS Board.
- MCIS Desktop utilities - IBM-i Access Client solutions, Start PC Command.
- Non-MCIS software – all other software not defined as MCIS software, 3rd party and/or desktop utilities. Examples such as TriMin's IFSpi, Social Welfare, Highway Costing, StandGuard, iTera High Availability and so forth. MCIS will require a list of the software, vendor contact information, and the Hosted Entity product owners.
- Product Owner – County user(s) assigned as owner of a non-MCIS software, and/or County IT Director or County staff managing network security access.

Hosted On-Site County

A member of MCIS Joint Powers who has a partition maintained and supported by MCIS on the IBM-i server(s) located at Itasca County. In 2024 MCIS is reducing support levels from three to two levels that members can select. Under the Level 2 support section ignore items that say "Remote Support" only. Support chosen is for the single LPAR assigned to the member on MCIS Hosted IBM-i server, and a preconfigured LPAR for disaster recovery on the MCIS Development IBM-i server.

Remote Support County

A member of the MCIS Joint Powers who has their own IBM-i server at a designated county location and desires the server to be managed by MCIS staff remotely. This service is called Level 4, and duties performed of level 2, 3 and others will be identified in the section titled "Level 4 – Remote Support and/or County Specific Requests". Level 4 assumes management of one IBM-i server with one active partition, unless otherwise noted. This IBM-i server will be called "Production".



Level 2 – Basic Support and control MCIS Applications

Focused on basic IBM-i operational duties and activities related to the MCIS Software. All on-site and remote hosted entities are required to take this level of support.

Requirement of Hosted Entity (County) – On-Site and Remote Support

- MCIS requires the County to designate an individual(s) that will coordinate IBM-i tasks that need to be physically performed at their location(s) such as but not limited to setup of user application on desktop/personal devices, printers.

Backups – On-Site and Remote Support

- Managing, monitoring, and configuring daily, weekly, monthly, yearly partition backups.
 - Review daily backup results to ensure successful completion.
 - Restore objects from previously available backups as needed.

Backups – On-Site Support

- Uses MCIS backup application included with the MCIS developed software.
- Scheduling of the standard “MCIS Full System Save” applications/process.
- Daily backups are retained on disk-to-disk backup technology called Cybernetics.
- Maintain a minimum of 35 daily tapes. The current procedure as of 2024 is to perform a 45-day rotation.
- Cybernetics technology for deduplicating and replicating virtual tapes is utilized.
- Daily the backups are sent to a secondary Cybernetics device for DR purposes. The secondary device stores only the current week of backups.
- Perform monthly backup to physical tape and maintain a 15-month rotation.
- Perform yearly backups to physical tape and retain up to 7 years.
- Physical tapes are stored in the safe at MCIS offices.
- Note - Tape technology changes with every upgrade cycle of IBM-I hardware that is scheduled every 5-6 years. Physical tape media that hasn't been cycled out and the new tape technology does not support may have to be sent to a 3rd party to duplicate the tape to the current technology. This will not be done until that specific tape is required. Most new tape technology can write's back one prior version but reads up to two versions back.

Backups - Remote Support

- MCIS will follow the standard established by the County using the hardware currently performing backups of the IBM-i server(s) at the County.
- Any standard that deviates from the hosted/on-site configuration may require training from County personnel and/or vendor, such as but not limited to operation use of software performing backups, current daily procedures, management of hardware storing backups, and so forth.
- MCIS recommends County utilize the hosted/on-site backup methodology, within reason, for easier operation by MCIS.

Systems Operation – On-Site and Remote Support

- Monitor/respond to issues with nightly jobs the morning of each business day, such as backups, system start-up tasks, and daily, weekly, monthly jobs scheduled to run at night.
- Manage adding, changing, disabling, and enabling of base IBM-i user profile.
- Provide consultation on connecting laptops/desktop/servers' applications to the member's IBM-i partition's databases/applications, such as Access Client Solution (ACS), ODBC, FTP, and so forth. But not responsible for deploying/configuring the connection on non-IBM-i devices.
- Assist with configuration and/or issues occurring on print devices directly configured to IBM-i.
- Monitoring subsystems, job queues, QSYSOPR message queue, PHP logs, Apache logs related to MCIS developed applications.



- Installing/managing i-EventMonitor software and coordinating responses to alerts provided.
- Applying PTF, OS upgrades to IBM-i operating systems as needed.
- Applying patch and release updates to MCIS developed software, and utilities used for MCIS development and operational support, such as but not limited to Fresche Presto product, ProData's DBU, and ICS FormSprint product.
- Setup scheduled nightly jobs required by MCIS Software, and/or those requested by County user(s).
- Perform MIS tasks associated with MCIS developed Tax/CAMA and Payroll.HR software checklists.
- Troubleshooting hardware/OS related issues and coordinating actions with IBM.
- Coordinate network issues resolution with member's IT Staff, facilities networking staff, and MCIS.

DR Recovery Planning/Testing – On-Site Support

- Maintain the disaster recovery and business continuity plan for the IBM-I environment.
- Perform the disaster recovery plan when required.
- Provide a pre-configured partition on the MCIS Development IBM-i server, that allows for faster DR recovery than starting from scratch.
- Perform testing on at least one member's partition per year. The goal is to cycle through members over a five to six-year period. Includes a connectivity test with member's IT staff.
- Note, recovery processes between partitions are similar, and all members can leverage the results of the yearly test as documentation for their auditors.

DR Recovery Planning/Testing – Remote Support:

- Assist as needed in disaster recovery and business continuity planning for the IBM-I environment.
- Assist with DR recovery test coordination when defined by the County.
- Assist with DR recovery of the IBM-i under the direction/coordination of the County

Audit Reporting – On-Site and Remote Support

- Configure IBM-i standard security auditing capabilities and specific audit controls the MCIS MIS User Group agrees to.
- Hosted entities can request additional controls to be audited and reported on.
- Schedule the monthly security audit reports, and alert member's security team of location and timing for availability.

Configure and Administer General System Clean-up – On-Site and Remote Support

- Configure MCIS standard process for aging output queues and files stored in user's primary integrated file folder (IFS), and so forth.
- Clean up of MCIS created folders for release installation, and standard MCIS and IBM journal receivers.
- Configure any override of folders County IT department specifies should have different days to retain or ignored all together.
- Monitor disk usage for spikes in abnormal usage and provide information to County IT of how to handle.

On-boarding Coordination – On-Site and Remote Support

- Review roles, responsibilities, and expectations with County that are currently handled by county staff as it relates to the IBM-i to establish the level of support.
- Coordinate the communication of how county's users will transition to the new support model.
- Perform assessment of current security configuration on its adherence to MCIS operations team minimal requirements and IBM Level 30/40 or above standards
 - Provide an assessment of what is needed to meet the standards.
 - Create a plan and target date with the member to meet standards.



- If needed, the county and MCIS will mutually agree to go live not meeting standards, but both will diligently and faithfully work to reach adherence on or before the established target date.

Additional On-Board Coordination - On-Site Support

- For hosted/on-site entities, build/execute the plan for: project startup for roles/responsibilities and timeframes; network setup/configuration; application software assessment for communication with non-MCIS vendors; assist with setup of Robocopy for CAMA images/sketches; partition configuration; testing the environment; and go live.

Security Considerations/Handling – On-Site and Remote Support

- The member must maintain IBM Level 30/40 security standards or above as outlined in Exhibit 2.
- Devices connecting to the IBM-I (user desktop, laptop, servers), and connecting within must have appropriate anti-virus and/or End Point Detection/Resolution software installed and ensure map drives to IBM-i are protected.
- Upon termination/departure of employee(s). County will notify MCIS through a help desk ticket to disable user profile within 24 hours of departure, assuming network profile was disabled immediately upon departure. In addition, the County will indicate timing for full removal of terminated employee user ID and owned objects.
- County ensures that 3rd party's supporting non-MCIS Software access is controlled by Product Owner. If a vendor is granted high level access (i.e. can go anywhere in the system) that County is responsible for monitoring access and managing the vendor according to the County's security policies, and MCIS security policy for on-site hosted counties.
- MCIS will manage basic security access to the IBM-i platform which will involve:
 - Establish procedures with County IT on how to handle non-MCIS vendor access to their partition.
 - Performing add, change, enabling/disabling of the IBM-i user profile.
 - Setup user access to MCIS developed software and required utilities used by MCIS software.
 - MCIS will utilize the MCIS menu solution to designate options they may need access to and/or direct them to the specific software they need access to.
 - Setup drive shares with required security settings specified for users, as needed.
 - Assist in configuration of security certificates on the IBM-i
- Yearly actions
 - MCIS will provide list of active users and last date of log in to the County IT Director
 - County IT Director will review and determine what action should be taken for disabling and/or removing the user(s).
 - MCIS will coordinate the activities for rename of objects owned with inactive/disabled profiles.

Security Considerations/Handling – On-Site Support

- Security fundamentals
 - At a minimum, non-MCIS operation staff and/or QSECOFR profiles with advance levels of authority, such as *ALLOBJ, *IOSYSCFG, *JOBCTL, *SAVSYS, *SECADM, and *SERVICE, will need to authenticate on sign-in using Multi-Factor Authentication (MFA).
 - Advanced user access should use multi-factor authentication (MFA) to the IBM-I. At a minimum these users should be multi-authenticated when accessing the County's network. If/when and MFA solution comes available it will be implemented on the IBM-I and managed by MCIS.
 - If MCIS purchases a common security solution for hosted LPARs, then MCIS will implement, monitor, and manage the solutions). Examples would be MFA, Exit Point Management, Audit, and Encryption software.
 - Above is available to remote support entities upon request.
- Manage IBM-i servers, and peripheral equipment:
 - MCIS controls the QSECOFR, DST, MCISADMIN, and access to MCISXXX profiles.



- Advanced access for MCISXXX profiles still has restricted access unless appropriate approval received by MCIS personnel to provide advanced access.
- County can designate individuals, from their IT department, who can request access to profiles such as QSECOFR. But they will place a helpdesk ticket to request access from MCIS and approval will be assessed to enable.

Security Considerations/Handling – Remote Support

- Managed IBM-i servers, and peripheral equipment:
 - MCIS controls the QSECOFR, DST, MCISADMIN, and access to MCISXXX profiles.
 - Advanced access for MCISXXX profiles still has restricted access unless appropriate approval received by MCIS personnel to provide advanced access.
 - County designate individual(s), that will need access to profiles such as QSECOFR, and will keep MCIS informed of how it is being used.



Level 3 – Advanced Support and Support of Non-MCIS Software:

Tasks performed for hosted / on-site support but relate to managing more advanced operations tasks on IBM-i server(s) and monitoring/administering non-MCIS Software.

Handle operational duties for non-MCIS Software.

- County will provide training/documentation for:
 - Process for setup and changing of users with product owner on applications.
 - List of product owners (County user) and vendor contact information for support.
 - How vendors will request access to the application to support, such as access managed by county or MCIS coordinated.
 - Instructions on daily, weekly, monthly, yearly responsibilities County IT currently performs such as but not limited to running specific options within application, setting up users' access, clean-up steps, release/patch application, data clean-up/archiving tasks, and so forth.
- MCIS will perform patch/release of non-MCIS software, but need the following:
 - County will work with vendors to get access to their support portal, if applicable.
 - If vendor has capabilities, MCIS will set up alerts when new releases/patches come available.
 - Upon notification, MCIS will coordinate with the product owner(s) on how to proceed.
 - If an alert is not available, MCIS expects product owner to notify by placing a help desk ticket to when patches/releases are needed and where to obtain software release.

Handling 3rd party providers (Vendor)

- County ensures that vendor access is to the specific application only, and if vendor is granted higher level access that they are aware of County's security policies.
- Vendors will sign-in with their designated user profile and password, and change passwords based on county policy.
- Vendor's IBM-i profile will be disabled by default.
 - Product owner(s) will approve enabling IBM-i user profile by placing a help desk ticket to MCIS.
 - Product owner(s) can override this by placing a help desk ticket to notify MCIS what vendor profiles should remain enabled.
- MCIS can provide access one of three ways:
 - County provides vendors with VPN access to their connection point, and routes them to County's IBM-i partition. But, if a County has vendor's IBM-i profile always enabled, then MCIS has no way to monitor access and it becomes the full responsibility of County.
 - County users can provide access to their desktop device through virtual meeting capabilities.
 - MCIS staff will coordinate, as needed, vendor access through an MCIS supplied device:
 - County user must place a help desk ticket outlining purpose of request, date/time needed, Individual from vendor needing access contact information.
 - MCIS supplies a device for vendors to access County's partition.
 - MCIS is not responsible for actions taken by vendors regarding activities performed on the non-MCIS software.
 - If using an MCIS provided device, MCIS staff will monitor activity of vendor while accessing application through MCIS supplied device.
- Assist vendor in building a connection to the County's IBM-i partition from non-IBM-i servers (5250, ODBC), and setup of security on IBM-i to restrict access to vendor's specific data/objects associated with their application. MCIS is not responsible for providing data extraction/query assistance.
- Setup of nightly scheduled jobs needed based on instructions from product owner and/or vendor.
- Handle removal of software when no longer needed or used on IBM-i



Handling of Performance / Communication Issues

- Upon identification or notification of an issue, the County users and/or County IT will report and log issues that are occurring with performance and details as requested by MCIS.
- MCIS will use this information to review the IBM-i performance tools to research the issue and provide directions to correct or where to go for additional assistance especially if it is related to non MCIS software performance.
- To resolve the issue MCIS may have to contract with an appropriate consultant (iTech, IBM, for investigation and will seek prior approval from County to move forward. This may be an additional charge to the county.
- If the issue is directly related to MCIS developed application performance, IBM-i hardware and/or Operating System, MCIS will coordinate the resolution. Otherwise, if related to third party(s) application(s), which are considered non-MCIS software and/or non-MCIS developed applications interfacing with MCIS developed databases and/or applications, then responsibility lies with the third party for coordination and resolution.

Security

- MCIS will review security audit reports monthly. MCIS staff will recap issues for the IT Director, if any, and request action as needed.



Level 4 – Remote Support and/or County Specific requests

This section is not applicable to On-site Hosted counties.

Level 2, 3 and 4 support disclaimers

MCIS does not provide the following for non-MCIS Software

- “How to” or “Researching issues” with applications options, features, processes, procedures, or functions of that system. County users are required to work directly with the vendor.
- Securing private confidential/private data within non-MCIS software. Member can request MCIS to assist but requires county user(s) and/or vendor to identify what and how to secure.
- MCIS will perform a security assessment of IBM-i object settings as requested by county and determine recommendations.
- Creating and/or maintaining County developed applications/queries that use MCIS Software and/or non-MCIS Software tables.
- Creating/maintaining data imports/exports from/to non-MCIS applications and/or environments outside the IBM-i.
- Audit requests from County’s internal/external auditors that are beyond standard audit reports.
- Performing functions, a county user should be able to perform on applications.
- MCIS is not responsible for maintaining the code for special applications/process created on the IBM-i by Hosted Entity, unless specified in level 4 services, and/or non-MCIS software personnel such as but not limited to: user constructed queries; SQL calls from external source; Vendor/County constructed tables and/or tables views.

Handling Vendor and/or County constructed views over MCIS Software tables.

- MCIS assumes no responsibility for maintaining/managing custom views/tables when applying releases.
- After the MCIS software release is applied, the Vendor and/or County will review and recreate views as necessary.
- Vendor and/or County can have MCIS run a process to recreate views against MCIS table as an additional service but requires:
 - Application/script to be run directly on IBM-i.
 - Scripts to run provided and detailed instructions.
 - Contact information of the individual to pass on problems/issues that could occur in running of script (i.e name, phone number(s), email address).

Handling of notifications to table changes and/or program/features changes to MCIS Software

- Notification of database table changes, deletions, additions
 - Tables data elements changes/deletions/additions will be done at least 90 days in advance of project release date. Changes consist of length, data type, and/or edits built into the table definition for data elements (fields).
 - Existing tables view/index changes/deletions will be assessed individually to determine what advanced notice is required and approximate timeframe update will occur..
 - Existing table view/index additions will be part of the release notes with no advance notice.
- If changes to tables are mandated by Minnesota and/or Federal Legislative actions that require MCIS software to be changed in short cycle, the 90-day notification is waived.
- Upon notification, the County assumes responsibly to review/change their custom setups such as table views, custom code, queries, custom integration points and so forth, and/or coordinate information with 3rd party vendors.



Service Level Agreements

Standard Service Coverage

Monday through Friday, except holidays, 8:00 AM to 4:30 PM.

Call Management Process

- County users may continue to use their Help Desk to make a service request to MCIS or input a ticket directly to MCIS. The County will input a ticket into the MCIS Help Desk ticketing system to the functional area of "Host" with an appropriate amount of detail inputted into the description of the issue.
- Priority Codes outline severity of the problem and what the user should expect for response as follows:

Severity Level	Description	Response Time to Customer	Time to Resolve	Escalation Threshold
Critical	Business Halted –Critical component down or service are unavailable (all or a majority of users are unable to function, and no work around exists.	Within 1 hour	ASAP – Best Effort	2 hours
High	Business Impacted - Critical component (s) degraded. Large number of users or business critical functions affected, business processes can continue	Within 4 hours	ASAP- Best Effort	8 hours
Low	Limited to no degradation of service (non-critical problem or requirement, limited number of users or functions affected, business process can continue) without issue.).	48 hours	ASAP – Best Effort	96 hours

After Hours Support - Standard

MCIS does not have an after-hour alert system for emergency/critical issues, nor is it required. Performing patches/upgrades to OS or application software on Hosted Entities IBM-i server/partition, MCIS will coordinate installation to occur after normal business hours of County and MCIS. There are instances where the patch/fix is required by the County during the business day and MCIS will coordinate accordingly.

After Hours Support for Special / Emergency Situations

The County may request services after hours but will operate under these conditions:

- Non-emergency request for after-hours support will be scheduled in advance, and MCIS will determine availability and assess if billable.
- Emergency support
 - During Normal business hours contact MCIS Offices (218.326.0381)
 - For afterhours a county can request a calling tree provided under the assumptions
 - MCIS does not guarantee individuals are accessible immediately and message may have to be left on multiple phones.
 - If unable to reach anyone, staff will pick up message as soon as possible.
 - The MCIS individual reached will take it upon themselves to assemble appropriate resources and get back to County as soon as possible.
 - MCIS maintains the right to determine if the situation is billable.

EXHIBIT 2 – DEFINING MCIS SECURITY LEVEL 30/40

Your security level is set as system value (QSECURITY). But just setting this value does not ensure that you meet the standard as defined in the current IBM Power I OS Version Security Guide. What is discussed below are excerpts from the security guide to help define the expectations for a minimum-security level being established for the hosted environment. Before changing a production system, read appropriate material in the IBM Power I security guide for migrating from one level to another, and the MCIS Security Guide.

Security level

MCIS requires that hosted partitions have a security level of 30 or above on your system. The following requirements would meet security level 30 or 40:

- Both the user ID and password are required to sign on.
- Only someone with *SECADM special authority can create user profiles.
- The limit capabilities value specified in the user profile is enforced.
- Users must be given specific authority to use resources on the system, which implies the users must be given specific authority to resources instead of users having all authority.
- Only user profiles created with the *SECOFR user class are given *ALLOBJ special authority automatically (see below “setting of default Special Authority”)
- Use group profiles, and these groups are given *USE authority to specific resources. Specific users are attached to these group profiles.
- Users are provided no special authority as defined below.
- No default sign-on - The IBM-i stops any attempt to sign on without a user ID and password that can be done on lower security levels.

MCIS will coordinate hosted entities implementation to comply, but require the following:

- County MIS will assign a staff member to assist MCIS in coordinating with users to understand access and assist with non-MCIS software.
- Commitment to complete the task within a 60-day period, unless mutually agreed upon to extend timeframes.

Default special authorities associated with security level 30 or 40.

The system security level determines what the default special authorities are for each user class. When you create a user profile, you can select special authorities based on the user class. Special authorities are also added and removed from user profiles when you change security levels.

These special authorities can be specified for a user through proper authorization controls implemented by the county:

*ALLOBJ - All-object special authority gives a user authority to perform all operations on objects.

*AUDIT - Audit special authority allows a user to define the auditing characteristics of the system, objects, and system users.

*IOSYSCFG - System configuration special authority allows a user to configure input and output devices on the system.

*JOBCTL - Job control authority allows a user to control any jobs in subsystems and printing on the system.

*SAVSYS - Save system authority allows a user to save and restore objects.

*SECADM - Security administrator authority allows a user to work with user profiles on the system.

*SERVICE - Service authority allows a user to perform software service functions on the system.

*SPLCTL - Spool control authority allows unrestricted control of output queues on the system.

You can also restrict users with *SECADM and *ALLOBJ authorities from changing this security related system value with the CHGSYSVAL command. You can specify this restriction in the System Service Tools (SST) with the "Work with system security" option.

Table 2 shows a preferred approach to granting special authorities by each user class. The entries indicate that the authority is given at all security levels, limited/controlled to a few, or not at all.

Special authority	Recommended Granting Special Authority based on Types of Work				
	*SECOFR	*SECADM	*PGMR	*SYSOPR	*USER
*ALLOBJ	All				
*SECADM	All	All			
*JOBCTL	All			All	
*SPLCTL	All				
*SAVSYS	All			All	
*SERVICE	All				
*AUDIT	All				
*IOSYSCFG	All				

Hosted counties that have third parties, such as non-employees, vendors, consultants, and so forth, accessing their partition need to establish procedures following these points:

- Assign unique user profile on IBM-i for 3rd parties for auditing/tracking purposes.
- Require 3rd party to connect into the County's network through a secure connection. Then routed to the IBM-i where access is limited to the software functions the County has approved them access for.
- Profile with special authorities, such as *ALLOBJ, *IOSYSCFG, *SECADM, and/or *SERVICE, then independent access should not be allowed. Instead, set up a virtual meeting where County users, County MIS or MCIS can monitor what is occurring. If MCIS is monitoring, a help desk ticket with county authorization is required.
- If a user profile access is infrequent (as defined by county), then disable that user profile by default and enable when requested.

Instances where applications need to interface via an internet connection directly to hosting entities LPAR, and/or from the LPAR via internet connection to another web services/server (i.e. PRISM, E-Crv, printing tax statements from a web site, payroll self-service, and so forth):

- Utilize a secure connection (TLS/SSL) between entity and hosting center, especially when transmitting confidential/private data.
- Limit authorities of user profiles coming into the LPAR, and access to objects.
- For accessing into Hosted Entity's LPAR
 - The hosting center network team will assign a public IP address for the LPAR.
 - Where possible restrict access to incoming IP address, URL, domain name, and/or route to a specific application and only allows that application to run.
 - Use the IBM-i profile assigned to the application, and that profile should not be allowed to sign in interactively.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

Exhibit 3 - MCIS Security Committee Charter

Purpose

The MCIS Security Committee's (the "Committee") primary purpose shall be to act on behalf of the MCIS Board in fulfilling the Board's oversight responsibility with respect to the Company's information technology use and protection. This document describes the compositions, functions, and authorities granted to the committee.

Committee Composition

- MCIS Executive Director – serving as chair of committee.
- MCIS Software Development Manager(s)
- IBM-i Network Administrator(s)
- As Needed
 - Contracted desktop, server, networking services provider, currently VC3
 - MCIS Executive Committee and/or MCIS Board designees
- When hosted environment is impacted.
 - Facility provider (Itasca County)
 - Member County IT Staff as defined by member's IT Director
 - Member County's Primary Board designee

Committee Functions

- Data Governance – To provide oversight of policies, procedures, plans, and execution intended to provide security, confidentiality, availability, and integrity of the information.
- Information Technology Systems – To oversee the quality and effectiveness of the company's policies and procedures with respect to its information technology development and support activities as it relates to the MCIS developed applications, accessing MCIS members' environment, including privacy, network security and data security.
- Incident Response – To review and provide oversight on the policies and procedures of the Company in preparation for responding to any material incidents.
- Disaster Recovery – To review periodically the organization's disaster recovery capabilities.
- Compliance Risks and Internal Audits – To oversee the management of risks related to the organization's information technology systems and processes, including privacy, network and data security, and any internal audits of such systems and processes.
- Advisory Role – To review the organization's information technology strategy or programs relating to new technologies, applications, and systems.
- General Authority – To perform such other functions and to have such powers as may be necessary or appropriate in the efficient and lawful discharge of the foregoing.

Committee's Authority

- The Committee shall have full access to all books, records, facilities, and personnel as deemed necessary and/or appropriate by any member of the Committee to discharge responsibilities hereunder.
- To expediate initial investigation the MCIS Executive Committee is pre-approved by the MCIS Board to authorize up to \$25,000 of reserve funds to engage special legal, financial, cybersecurity, publicity consultants, or other advisors or consultants as it deems necessary or appropriate in the performance its duties.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

- For unbudgeted expenses beyond \$25,000
 - The Security Committee will prepare a proposal of need.
 - MCIS Executive Committee will make a recommendation to allocate additional funds, and/or how to expense may be allocated to individual joint power's members.
 - MCIS Board meeting will be assembled expeditiously by MCIS Executive Committee for approval to proceed.

The Security Committee shall have authority to require that any of the personnel, counsel, accountants (including independent outside auditors), or any other consultant or advisor, attend any meeting of the Committee or meet with any member of the Committee or any of its special, outside legal, accounting, or other, advisors or consultants.

The approval of this charter by the Board shall be construed as a delegation of authority to the Committee with respect to the responsibilities set forth herein.

On July 27, 2023 the MCIS approved the MCIS Security Committee Charter

Signed: Amber Peratalo
Amber Peratalo, Chairperson

Attest: Nancy Nilsen
Nancy Nilsen, Secretary

08/10/2023

Signature Certificate



Envelope Ref:406403a5c89461370e16e25264255d258bf97eb1

Author: Lyle Eidelbes Creation Date: 10 Aug 2023, 16:04:26, CDT Completion Date: 11 Aug 2023, 10:24:48, CDT

Document Details:



Name: Exhibit 3 - MCIS Security Committee Charter-R20230810

Type:

Document Ref: 91edb0f1aa7a0f00d451ef8df3d447b2f3f74eab82eeb93a1fa22e5d00258654

Document Total Pages: 2

Document Signed By:

Name: Nancy Nilsen
Email: nilsenn@stlouiscountymn.gov
IP: 71.13.38.43
Location: DULUTH, MN (US)

Date: 10 Aug 2023, 17:01:42, CDT
Consent: eSignature Consent Accepted
Security Level: Email

Nancy Nilsen

Signer ID :TNTFZXFM37...

Name: Amber Peratalo
Email: amber.peratalo@co.itasca.mn.us
IP: 207.171.101.27
Location: GRAND RAPIDS, MN (US)
Date: 11 Aug 2023, 10:24:48, CDT
Consent: eSignature Consent Accepted
Security Level: Email

Amber Peratalo

Signer ID :GF2PTABBIU...

Document History:

Envelope Created	Lyle Eidelbes created this envelope on 10 Aug 2023, 16:04:26, CDT
Invitation Sent	Invitation sent to Amber Peratalo on 10 Aug 2023, 16:11:07, CDT
Invitation Sent	Invitation sent to Nancy Nilsen on 10 Aug 2023, 16:11:07, CDT
Invitation Accepted	Invitation accepted by Nancy Nilsen on 10 Aug 2023, 16:59:38, CDT
Signed by Nancy Nilsen	Nancy Nilsen signed this Envelope on 10 Aug 2023, 17:01:42, CDT
Invitation Accepted	Invitation accepted by Amber Peratalo on 11 Aug 2023, 10:24:30, CDT
Signed by Amber Peratalo	Amber Peratalo signed this Envelope on 11 Aug 2023, 10:24:48, CDT
Executed	Document(s) successfully executed on 11 Aug 2023, 10:24:48, CDT
Signed Document(s)	Link emailed to amber.peratalo@co.itasca.mn.us
Signed Document(s)	Link emailed to nilsenn@stlouiscountymn.gov
Signed Document(s)	Link emailed to lyle.eidelbes@mcis.cog.mn.us



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744
Phone 218-326-0381

EXHIBIT 4 – NIST Special Publication 800-88 Revision 1

These specifications are maintained by the National Institute of Standards and Technology. The document is currently 64 pages and provides all the information on guidelines for data sanitization. To obtain the current version it is suggested you cut and paste this URL below into your browser window. Otherwise, contact MCIS to obtain a copy and email to you.

URL <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-205

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:
MCIS Computer Hardware Hosting Agreement

BOARD ACTION REQUESTED:
Approve the Computer Hardware Hosting Agreement between Minnesota Counties Information Systems (MCIS) and Itasca County.

BACKGROUND:
Itasca County has provided physical space and expertise needed to house and network the IBM-i equipment, both a primary and backup system at the Courthouse and the IRC. MCIS will be relocating their systems on or before January 1, 2026.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. MCIS Facilities Contract 2023-507775-Rev3

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------



COMPUTER HARDWARE HOSTING AGREEMENT

This Agreement is entered into by and between **Minnesota Counties Information Systems (MCIS)**, a Minnesota joint powers entity, the **County of Itasca**, a Minnesota political subdivision.

Recitals

- A. MCIS is contracting with one or more counties (who may or may not be members of MCIS) to host software and data on IBM-i computers. The purpose of this arrangement is to alleviate the need of each of the contracting counties to acquire and maintain their own IBM-i computers.
- B. MCIS does not have the appropriate physical facilities in which to place the IBM-i computers so as to provide the necessary security, ventilation, backup power supply, WAN connectivity, etc.
- C. Itasca County has an existing facility in Grand Rapids that has the requisite features, and the facility has the capacity to house the IBM-i computer equipment needed by MCIS to fulfill its hosting obligations.
- D. Itasca County is willing to provide the physical space and the expertise needed to house and network the IBM-i equipment, as provided below.
- E. Consistent with best practices, an off-site facility is necessary for creating and storing back-ups of the data contained on the IBM-i computers, which is to be located in a separate Itasca County facility.

Terms

- 1. **EFFECTIVE DATE.** This Agreement is effective as of January 1, 2024.
- 2. **PRIMARY FACILITY.** Itasca County shall provide the following in support of the MCIS IBM-i and backup storage equipment:
 - a. **Space.** Sufficient space within the County's existing computer equipment room for the IBM-i computers, on a rack provided by the County.
 - b. **Equipment.** All network cables, switches and other hardware needed to properly connect the MCIS computers to the County's network infrastructure/internet.
 - c. **Utilities.** Electricity, HVAC and fire suppression as needed and appropriate for the equipment currently proposed to be utilized by MCIS. This includes a backup electrical source in the event of a power outage, with the backup being capable of providing adequate HVAC services until electricity is restored.
 - d. **Physical Security.** The physical space shall be secure from access by unauthorized personnel using the County's existing card access system or equivalent.
 - e. **Connectivity.** The necessary connection to the State's WAN as well as a secure connection to the Internet.
 - f. **Services.** Networking services, firewall management and connectivity in a manner in conformity with prevailing industry standards that consistently allows MCIS to properly perform its obligations with respect to the data it maintains on behalf of its clients.
- 3. **REDUNDANT BACKUP FACILITY.** Itasca County shall provide the following in support of the MCIS redundant backup storage equipment:
 - a. **Space.** Sufficient space within one of the County's existing data centers, on an existing rack, for the backup data storage equipment.
 - b. **Equipment.** All network cables, switches and other hardware needed to properly connect the MCIS backup data storage equipment to the network.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

- c. **Utilities.** Electricity and HVAC as needed and appropriate for the equipment being utilized by MCIS. This includes a backup electrical source in the event of a power outage, with the backup being capable of providing adequate HVAC services until electricity is restored.
 - d. **Physical Security.** The physical space shall be secure from access by unauthorized personnel using the County's existing card access system or equivalent.
 - e. **Connectivity.** The necessary connection to the State's WAN as well as a secure connection to the Internet.
 - f. **Services.** Networking services, firewall management and connectivity in a manner in conformity with prevailing industry standards that consistently allows MCIS to properly perform its obligations with respect to the data it maintains on behalf of its clients.
4. MCIS shall provide the following:
 - a. **Technology.** Any and all IBM-i computers and related equipment not otherwise provided by Itasca County, as described in Section 2 and Section 3 above. This includes installation and setup of the computers, with Itasca County staff undertaking the connections to their respective networks. The County has no obligations with respect to the set up or operation of the IBM-i equipment except as otherwise provided herein.
 - b. **Data Management.** MCIS is solely responsible for designing, managing, and maintaining the software and the data necessary to perform its obligations under its contracts with its clients. It is the intent of the parties that Itasca County provide the physical space and network access for the IBM-i equipment while MCIS controls and manages the data stored on said equipment.
 - c. **Data Backup.** MCIS shall initiate and control both the initial backup of data on the equipment at primary facility, and redundant backup of data on the equipment at redundant facility. County is not obligated to provide backup services for MCIS IBM-i equipment.
 - d. **Access of Individuals –** MCIS shall identify staff that need unattended access to the primary and redundant facilities. MCIS, as a vendor, has been screened through MN Bureau of Criminal Apprehension (BCA), and personnel identified will be screened following the BCA/CJIS requirements for background checks and training. Individuals must maintain CJIS compliance status to remain eligible for access to equipment facilities to be granted by Itasca County.
5. **TERM.** This Agreement starts on the effective date and terminates on or before January 1, 2026, unless terminated as provided herein. Any party may terminate this Agreement without cause upon 180 days written notice to the other parties. In addition, this Agreement may be terminated if a party provides written notice of a breach of this Agreement and the breaching party fails to cure the breach within 30 days after receipt of the notice.
6. **HOSTING CHARGES.** In consideration for providing the sites for hosting the IBM-i and backup systems, MCIS shall pay Itasca County the following hosting fees starting January 1, 2024, and following rates through the Term defined in paragraph 5 of contract.
 - a. Courthouse for member county hosting
 - i. 2024 - \$550 per year per hosted county. (2024 – 9 @ \$550 = \$4950),
 - ii. 2025 - \$600 per year per hosted county (2025 – 9 @ \$600 = \$5400)
 - iii. Includes Hardware Management Console, switches, tape drive, backup equipment, and networking services.
 - b. IRC for hosting MCIS Development IBM-i server
 - i. 2024 - \$1,000 per year
 - ii. 2025 - \$1,200 per year
 - iii. Includes IBM-I server, switches, tape drive, backup equipment, UPS, and networking support services.
 - c. Itasca will issue an invoice for the full yearly amount.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

7. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that the execution and performance of this Agreement has been duly authorized and the signatory to this Agreement possesses all necessary authority to enter into the Agreement.
8. **DATA PRACTICES.** All data created, collected, received, stored, used or maintained on the MCIS equipment and on or through the associated County network equipment is subject to the requirements of the Minnesota Government Data Practices Act (MGDPA) and shall be for all purposes the data of the entity which originally created the data. All parties shall abide by the provisions of the MGDPA, the Health Insurance Portability and Accountability Act and implementing regulations, and all other applicable state and federal laws relating to data privacy. Neither party hereto has a duty or responsibility under this agreement to respond to any data request under the MGDPA unless the request is for data created by that party.
9. **INSURANCE.** Each party under this Agreement shall be responsible for insuring their personal property for loss, theft, or destruction of its own personal property.
10. **INDEMNIFICATION.**
 - a. To the extent allowed by law, each Party hereto shall indemnify the other Party, their employees, and agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of the indemnifying party, their subcontractors, and their agents, servants, or employees, concerning the performance of this Agreement. This agreement to indemnify does not constitute a waiver by any Party to this Agreement of the limitations on liability under Minnesota Statutes Section 466.04 and other applicable law or rule.
 - b. 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 purposes of liability, all as set forth in Minnesota Statutes Section 471.59 subdivision 1a(a); provided further that for the purposes of this statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
11. **RELATIONSHIP.** This Agreement does not create a partnership, joint venture, or other business combination between the parties. Each party is an independent contractor and responsible for its own insurance.
12. **FORCE MAJEURE.** No party shall be in breach of this Agreement in the event they are unable to perform their obligations as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the substantial inoperability of the State's WAN, or other reasons beyond their reasonable control, provided, however, that if such reasons or conditions remain in effect for a period of more than 30 days, any party may terminate this Agreement without further liability to that party.
13. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be in writing, signed on behalf of the party providing notice, and deemed received (1) upon receipt if personally delivered; (2) on third day after mailing if sent by certified mail, return receipt requested; or (3) the next business day if sent by messenger or reputable overnight courier. Notices shall be sent to the following addresses:
 - a. Current MCIS Executive Director
Minnesota Counties Information Systems
413 S.E. 7th Ave.
Grand Rapids, MN 55744



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

b. Current IT Director
Itasca County
23 N.E. 4th St.
Grand Rapids, MN 55744-2600

14. **ASSIGNMENT.** No party shall assign its rights or delegate its duties under this Agreement without receiving prior written consent of the other parties.

15. **WAIVER.** The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or the breach of the provision.

16. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies shall be considered originals.

17. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents, and proposals. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing, signed by authorized representatives, and references this Agreement.

County of Itasca

By: _____

Printed Name: _____

Its: _____

Dated: _____

Minnesota Counties Information Systems

By: _____

Printed Name: Lyle Eidelbes

Its: Executive Director

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-206

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:
Donation of Equipment

BOARD ACTION REQUESTED:
Approve the donation of 100-120 end-of-life analog monitors for PCs for People/KOOTASCA Community Action.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-194

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Demolition Operation Contract

BOARD ACTION REQUESTED:

Approve County Board Chair to sign a Service Contract between Itasca County and American Disposal for Demolition Operations at the Itasca County Transfer Station.

BACKGROUND:

Back in January of this year, the County Board approved the Environmental Service Department to release the Request for Bid (RFB) for the operation of the Itasca County Demolition Landfill. Two bids were returned and opened on Tuesday, April 16th 2024 at 10:00am.

Bids were; American Disposal at \$135,720.00 for the first year and \$139,791.60 for the second year. WM.J. Schwartz & Sons, Inc at \$160,680.00 for the first year and \$165,360.00 for the second year. This two-year contract will be awarded to American Disposal.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024-2026 Service Contract
2. Exhibit A Special Conditions

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

County of Itasca, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS SERVICE CONTRACT, made this 3rd day of June 2024, by and between the County of Itasca, herein called the “County,” and American Disposal, a corporation organized and existing under the laws of the State of Minnesota located at 49328 State Highway 2 West Deer River, MN 56636 herein called the “Contractor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Contractor, subject to the conditions, hereinafter set forth, the County shall purchase *Demolition Landfill Services* from said Contractor, upon terms and at the agreed price, and the Contractor shall perform said services all in accordance with the specifications of County as set forth in the Exhibit A Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from June 3, 2024, to June 2, 2026, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement, when fully completed and fulfilled on the part of said Contractor to the satisfaction of the County or its duly authorized agent, is estimated to be \$270,000 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

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

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

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

shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

Disease - Each Employee

\$500,000

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

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

J.1.8 Indemnification Clause

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

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

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

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

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

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

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

U.1 EXECUTION

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

Dated this _____ day of _____, 2024.

American Disposal.

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its _____

Itasca County Board Chairperson

By: _____

Itasca County Administrator

TABLE OF CONTENTS

SECTION 1	INSTRUCTIONS	4
SECTION 2	SCOPE OF WORK.....	4
SECTION 3	TERM OF AGREEMENT	4
SECTION 4	TERMINATION/DEFAULT	4
SECTION 5	CONTRACT EXECUTION; FAILURE TO COMPLY	5
SECTION 6	RIGHT TO REJECT AND WAIVE DEFECTS.....	5
SECTION 7	CONTRACT DELIVERY; RELEASE OF BID BOND	5
SECTION 8	CONTRACT CONDITIONS.....	6
SECTION 9	CONTRACTOR RESPONSIBILITIES.....	6
SECTION 10	COUNTY’S RESPONSIBILITIES	7
SECTION 11	INSURANCE	7
SECTION 12	INDEMNIFICATION.....	7
SECTION 13	MISCELLANEOUS	8

SECTION 1

INSTRUCTIONS

Demolition Landfill Location.

- 29965 East Bass Lake Road Grand Rapids MN, 55744

SECTION 2

SCOPE OF WORK

2.1 Itasca County currently owns an unlined demolition landfill adjacent to the Itasca County Transfer Station where Construction and Demolition Debris (C&D) is accepted and placed. This landfill is operated under MN Permit SW-448-005. A certified contractor is hired to assure the proper placement and compaction of the C&D material in the landfill. The contractor is responsible for ensuring all C&D materials being placed in the landfill are allowed as stated in the permit. Contractor will always have adequate equipment and employees to operate the landfill according to the permit and MPCA C&D requirements.

2.2 Itasca County also has a Yard Waste Area located on the same property. Contractor will need to maintain this area as needed or instructed by Itasca County.

2.3 Contractor shall comply with all applicable Federal, State, and Local laws and regulations pertaining to equal employment opportunity. The contractor is responsible for determining the applicability of those provisions and the extent of compliance.

2.4 Itasca County has set a maximum number of hours needed to complete the tasks at the demolition landfill and Yard Waste Area. Any work needed past those hours will need to be approved by Itasca County Environmental Services Coordinator on an As Needed Basis.

SECTION 3

TERM OF AGREEMENT

3.1 The term of this Agreement shall be for two years, commencing on June 3, 2024, and extending through June 2, 2026. Thereafter, this Agreement may be extended or renewed upon mutual agreement of the parties when put in writing by March 1, 2026. Notwithstanding the foregoing, this Agreement may be terminated for cause pursuant to Section 4.

SECTION 4

TERMINATION/DEFAULT

4.1 In the event either party to the Agreement shall be in breach of any of the provisions of this Agreement, the non-breaching party shall provide notice to the breaching party and breaching party shall have thirty (30) business days upon receipt of written notice, to correct the breach. If the breaching party fails to cure such breach within thirty (30) business days, or such other reasonable period of time as permitted by the non-breaching party, the non-breaching party may terminate this Agreement upon written notice of at least ninety (90) days to the breaching party.

SECTION 5

CONTRACT EXECUTION; FAILURE TO COMPLY

5.1 The successful bidder shall enter and execute a contract with Itasca County and return the same to the County within 15 days after the contract forms have been mailed to the bidder. The terms and conditions of this contract shall be as set forth in these instructions and specifications. Upon the failure of the successful bidder to execute the contract or to comply with any other requirements-imposed precedent to the approval of the contract within the time allotted, including without limitation the posting of a performance bond or providing required certificates of insurance, the bidder bond requested in this request for bids shall be forfeited to the County, not as a penalty, but as liquidated damages. By submitting a bid, the bidder agrees that said liquidated damages shall cover the damages sustained by the County for additional administrative costs, expenses of re-advertising and bidding, and other damages sustained by the County because of the failure of the successful bidder to execute a written contract as required under these documents. Bidder further agrees that said liquidated damages shall not cover, but also shall not preclude the County from claiming damages it sustains on account of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this contract, or other damages direct or consequentially arising out of breach of the contract or failure to perform the same by the successful bidder.

SECTION 6

RIGHT TO REJECT AND WAIVE DEFECTS

6.1 The County reserves the right to accept or reject any or all bids, to waive any defects of technicalities, or to advertise for new bids where the acceptance, rejection, waiving, or re-advertising of such would be in the best interests of the County as determined exclusively by the County Board.

SECTION 7

CONTRACT DELIVERY; RELEASE OF BID BOND

7.1 Contractor shall sign the contract required under these instructions and specifications and deliver it, together with the documents called for by it, to the County's Environmental Services Director. The Environmental Services Director shall review these submissions for compliance before bidder's security bond, certified check, or letter of credit are surrendered.

SECTION 8

CONTRACT CONDITIONS

8.1 The successful bidder shall enter into a contract with the County consisting of the terms and conditions set forth in the sections that follow.

SECTION 9

CONTRACTOR RESPONSIBILITIES

9.1 Contractor shall maintain the demolition landfill and be solely responsible for the employment of sufficient numbers of trained personnel that will ensure all Minnesota Pollution Control Agencies (MPCA) Construction and Demolition Debris (C&D) requirements are followed.

9.2 Contractor shall have and maintain an MPCA Solid Waste Landfill Type III Operator Certification.

9.3 Contractor agrees to inspect each load dumped at the demolition landfill for any unacceptable waste and discard that waste in the roll-off container located at the demolition landfill site.

9.4 Contractor shall maintain the working face of the demolition landfill in accordance with MPCA C&D requirements and MN Permit SW-448-005.

9.5 Contractor shall cover working face every thirty (30) days with 6" intermittent cover, and every six (6) months with 6" of temporary cover provided by Itasca County, located at a nearby pit. Documenting activity as per permit.

9.6 Contractor shall spend at least one hour per week maintaining the County Brush and Compost Sites located on the property as per needed or directed by Itasca County ESD.

9.7 Contractor shall place 24" of final cover over all temporary cover once a year as per MN Permit SW-448-005. This shall consist of a compost topsoil mixture that will be seeded on final pass. All materials will be provided by Itasca County. Documenting activity as per permit.

9.8 Contractor shall dig, load, and haul all cover and compost materials from local pit located within one mile of site to demolition landfill during the covering process.

9.9 Contractor agrees to operate the demolition landfill in accordance with MN Permit SW-448-005, Except for emergencies and inclement weather, Contractor shall not alter the hours of operation without the consent of the County.

9.10 Contractor shall be responsible to take all reasonable safety precautions with respect to its employees, and all invitees to the demolition landfill, and shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority.

9.11 In the event the demolition landfill becomes contaminated, the Contractor, through its employees, will do their best to remove any unacceptable items from the demolition landfill.

9.12 Contractor shall plow any snow from the road leading to the demolition landfill from the transfer station as well as any snow blocking the operating face of the landfill as needed.

9.13 Contractor shall crush glass as needed along with using glass in maintaining a dumping area near the working face for truck and trailer traffic.

SECTION 10

COUNTY’S RESPONSIBILITIES

10.1 County agrees to procure and maintain at County’s sole expense, all necessary permits and licenses required by applicable law for the performance of work under this Agreement, including, but not limited to, any permits required from the Minnesota Pollution Control Agency “MPCA”. County shall be responsible for the demolition landfill compliance reporting with any applicable permits, including the operating permits and any future permits needed.

10.2 County shall keep the demolition landfill site roads graded and maintained as needed.

10.3 County shall be entitled to inspect the demolition landfill and view the operations of the site at any time with no advance notice to verify compliance with this Agreement; provided, however, that such inspections of the demolition landfill shall not be of such duration or frequency as to interfere with the operation of the demolition landfill.

10.4 County shall be solely responsible for any/all future costs for engineering, legal and other like activities associated with any future modifications or future applications to any federal, state, or local agency with appropriate jurisdiction affecting the demolition landfill.

10.5 County shall provide all cover materials including grass seed and fertilizer.

SECTION 11

INSURANCE

11.1 Contractor agrees that it will always during the term of this Agreement keep in full force and effect the following insurance protection in the limits specified in Attachment B.

11.2 Certificates of insurance shall be provided to the County prior to commencement of the services under this Agreement. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been given to the County.

SECTION 12

INDEMNIFICATION

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

12.2 Notwithstanding anything contained herein to the contrary, neither party shall be liable to the other for any incidental, special, punitive, or consequential damages.

SECTION 13

MISCELLANEOUS

13.1 Contractor and the County, each of its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments.

13.2 Contractor is prohibited from assigning, transferring, or otherwise disposing of this Agreement, or its rights, title or interest therein, or its power to execute such Agreement to any other person, agent, broker, company or corporation without the expressed written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Contractor may subcontract the performance, or portions of the performance, of this Agreement to subcontractors that are properly licensed to perform the services.

13.3 Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

13.4 This Agreement shall be interpreted under and governed by the laws of the State of Minnesota.

13.5 Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the Parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

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

13.7 In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement the prevailing party shall recover its attorney fees and court costs.

13.8 This Agreement, including the exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

13.9 If the Itasca County Demolition Landfill reaches its capacity or is closed by the State of Minnesota for any reason or the permit for the demolition landfill is ended, this contract will also end once all closing procedures have been completed and signed off by the MPCA.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-191

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Final Payment Contract 60318 CSAH 3 / 7th Avenue Bituminous Paving and Roundabout

BOARD ACTION REQUESTED:

Approve final payment for Contract 60318 - CSAH 3 / 7th Avenue Bituminous Paving and Roundabout and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:

TNT Construction Group, LLC has completed the contract and it is recommended that final payment be processed. Contract 60318 included improvements to curb and gutter, sidewalk, storm sewer and street lighting along CSAH 3 as well as the replacement of city underground water and sewer and construction of a roundabout at CSAH 3 / 7th Avenue.

Bid Amount: \$5,254,000.00
Final Amount: \$5,982,695.24

Factors that contributed to final project costs include:

Additional work added to the contract by the City of Grand Rapids (water, sewer, storm) \$616,943.00
Additional traffic control and constructing bypass to minimize traffic impacts \$60,971.00

Funding Sources

City of Grand Rapids \$1,207,725.90
County State Aid \$1,022,010.61
Federal \$ 3,752,958.73

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. 031-603-018 FINAL DOCUMENTS

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

Project No.: SAP 031-603-018

County of Itasca

Contract No.: 60318

The County Board of Itasca County hereby recognizes that the work done by TNT Construction, Group, LLC of Grand Rapids, MN, under contract with Itasca County, made and entered into on June 7, 2022, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2024

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SP 031-603-018

Name of Contractor: TNT Construction Group, LLC

Contract No.: 60318

Total Value of Work: \$ 5,982,695.24

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

4-18-24
Date

Karin Grandia
County Highway Engineer
Karin Grandia

*** CERTIFICATE of FINAL ACCEPTANCE ***

CONTRACT NUMBER 60318 CONTRACTOR TNT Construction Group, LLC
DATE CERTIFIED April 18, 2024
PAYMENT NUMBER 16

THE UNDERSIGNED CONTRACTOR DOES HEREBY CERTIFY THAT HE HAS PERFORMED AND COMPLETED ALL THE WORK DESCRIBED HEREIN IN ACCORDANCE WITH AND PURSUANT TO THE TERMS OF HIS CONTRACT, AND DOES HEREBY ACCEPT THIS FINAL VOUCHER AS BEING CORRECT, FULL AND COMPLETE AND DOES MAKE CLAIM FOR FINAL PAYMENT ON THIS CONTRACT IN ACCORDANCE WITH THE FINAL VOUCHER.

CONTRACTOR: TNT Construction Group, LLC
BY _____
AND _____
COUNTY OF ITASCA AND _____

**** INDIVIDUAL ACKNOWLEDGMENT ****

ON THIS 18 DAY OF April, 2024, BEFORE ME PERSONALLY
APPEARED _____ TO ME KNOWN TO BE THE PERSON WHO
EXECUTED THE FOREGOING ACCEPTANCE AND ACKNOWLEDGED THAT HE EXECUTED THE
SAME AS (HIS / THEIR) FREE ACT AND DEED.

**** CORPORATE ACKNOWLEDGMENT ****

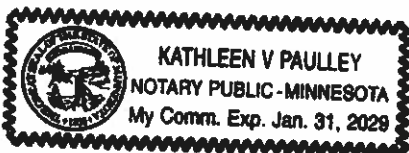
Janet Hammerlund, President AND _____, TO ME PERSONALLY
KNOWN, WHO, BEING EACH BY ME PERSONALLY SWORN, EACH DID SAY THAT THEY ARE
RESPECTIVELY THE President AND
_____ OF THE TNT Construction Group, LLC

CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO
SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID
INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY
OF ITS President, AND SAID _____ AND
_____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT
AND DEED OF SAID CORPORATION.

NOTARIAL MY COMMISSION AS NOTARY PUBLIC IN ITASCA COUNTY
SEAL EXPIRES 1-31, 2029

Kathleen Paulley

Janet Hammerlund, President
SIGNATURE



Contract Number: 60318
Pay Request Number: 16

Project Number	Project Description
031-603-018	CSAH 3 Road Rehabilitation

Contractor: TNT Construction Group LLC 40 County Road 63 Grand Rapids, MN 55744	Vendor Number: Up To Date: 10/31/2023
---	--

Contract Amount		Funds Encumbered	
Original Contract	\$5,254,000.00	Original	\$5,254,000.00
Contract Changes	\$678,936.91	Additional	N/A
Revised Contract	\$5,932,936.91	Total	\$5,254,000.00

Work Certified To Date	
Base Bid Items	\$4,389,049.58
Contract Changes	\$1,593,645.66
Material On Hand	\$0.00
Total	\$5,982,695.24

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$92,094.84	\$5,982,695.24	\$0.00	\$5,596,070.38	\$386,624.86	\$5,982,695.24
Percent: Retained: 0%			Percent Complete: 100.84%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

County/City/Project Engineer

Date

[Signature]
4/18/2024

Approved By TNT Construction Group LLC

Contractor

Date

[Signature]
4/18/2024

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-07-20	\$403,124.39	\$20,156.22	\$382,968.17
2	2022-08-03	\$567,351.39	\$28,367.57	\$538,983.82
3	2022-08-16	\$494,630.91	\$24,731.54	\$469,899.37
4	2022-09-08	\$186,597.45	\$9,329.88	\$177,267.57
5	2022-09-20	\$257,382.51	\$12,869.12	\$244,513.39
6	2022-10-03	\$981,101.42	\$49,055.07	\$932,046.35
7	2022-10-17	\$1,116,246.65	\$55,812.34	\$1,060,434.31
8	2022-11-01	\$67,222.23	\$3,361.11	\$63,861.12
9	2023-01-18	\$201,035.58	\$10,051.78	\$190,983.80
10	2023-02-03	\$43,192.00	\$2,159.60	\$41,032.40
11	2023-06-19	\$438,281.40	\$21,914.07	\$416,367.33
12	2023-06-26	\$127,048.05	\$6,352.40	\$120,695.65
13	2023-07-17	\$271,832.71	\$13,591.63	\$258,241.08
14	2023-08-14	\$345,617.19	\$17,280.86	\$328,336.33
15	2023-09-05	\$389,936.52	\$19,496.83	\$370,439.69
16	2023-10-31	\$92,094.84	(\$294,530.02)	\$386,624.86

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Local - City of Grand Rapids	1	\$1,207,725.90	\$0.00	\$1,118,977.16	\$88,748.74	\$1,207,725.90
S.P. 031-603-018 (Road)	2	\$4,296,556.94	\$0.00	\$4,032,789.54	\$263,767.40	\$4,296,556.94
S.P. 031-603-018 (STORM SEWER)	3	\$478,412.40	\$0.00	\$444,303.68	\$34,108.72	\$478,412.40

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Local	\$88,748.74	\$1,222,247.84	\$562,801.60	\$1,207,725.90
2	Regular (CSAH)	\$59,575.22	\$942,137.76	\$938,239.67	\$954,993.78
3	Federal	\$238,300.90	\$3,768,551.31	\$3,752,958.73	\$3,819,975.56

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/00010	MOBILIZATION	LS	\$237.667.72	1	0	\$0.00	1	\$237,667.72
Base Bid	2	2101.502/00020	CLEARING	EACH	\$75.00	10	0	\$0.00	10	\$750.00
Base Bid	3	2101.502/00030	GRUBBING	EACH	\$325.00	10	0	\$0.00	10	\$3,250.00
Base Bid	4	2102.518/00010	PAVEMENT MARKING REMOVAL	S F	\$5.00	140	0	\$0.00	239	\$1,195.00
Base Bid	5	2104.502/000770	REMOVE MANHOLE OR CATCH BASIN	EACH	\$550.00	20	0	\$0.00	16	\$8,800.00
Base Bid	6	2104.502/001220	REMOVE SIGN	EACH	\$75.00	9	0	\$0.00	9	\$675.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	7	2104.502/00470	REMOVE LIGHTING UNIT	EACH	\$250.00	1	0	\$0.00	1	\$250.00
Base Bid	8	2104.502/01580	REMOVE LIGHT FOUNDATION	EACH	\$730.00	1	1	\$730.00	2	\$1,460.00
Base Bid	9	2104.502/03300	SALVAGE SIGN	EACH	\$75.00	31	0	\$0.00	12	\$900.00
Base Bid	10	2104.502/03390	SALVAGE SIGN TYPE SPECIAL	EACH	\$85.00	16	0	\$0.00	0	\$0.00
Base Bid	11	2104.502/03590	SALVAGE MAIL BOX SUPPORT	EACH	\$50.00	1	0	\$0.00	0	\$0.00
Base Bid	12	2104.502/03580	SALVAGE BENCH	EACH	\$100.00	1	0	\$0.00	1	\$100.00
Base Bid	13	2104.502/00430	REMOVE BOLLARDS	EACH	\$60.00	6	0	\$0.00	6	\$360.00
Base Bid	14	2104.502/01390	REMOVE SIGNAL SYSTEM	EACH	\$30,200.00	1	0	\$0.00	1	\$30,200.00
Base Bid	15	2104.502/00820	REMOVE CASTING	EACH	\$60.00	77	0	\$0.00	83	\$4,980.00
Base Bid	16	2104.503/00315	REMOVE CURB AND GUTTER	L F	\$3.90	15285	0	\$0.00	16224	\$63,273.60
Base Bid	17	2104.503/00285	REMOVE SEWER PIPE (STORM)	L F	\$17.00	769	0	\$0.00	734	\$12,478.00
Base Bid	18	2104.503/00390	REMOVE FENCE	L F	\$10.00	314	0	\$0.00	355	\$3,550.00
Base Bid	19	2104.504/00050	REMOVE CONCRETE WALK	S Y	\$8.75	4249	0	\$0.00	4231.74	\$37,027.73
Base Bid	20	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$10.75	838	0	\$0.00	838	\$9,008.50
Base Bid	21	2104.504/00110	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$8.00	478	0	\$0.00	537	\$4,296.00
Base Bid	22	2104.618/00300	REMOVE AND REPLACE BITUMINOUS PAVEMENT	S F	\$9.25	5293	0	\$0.00	6685.5	\$61,840.88
Base Bid	23	2106.507/00010	EXCAVATION - COMMON	C Y	\$22.00	7871	0	\$0.00	7871	\$173,162.00
Base Bid	24	2106.507/00080	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$20.50	2596	0	\$0.00	2596	\$53,218.00
Base Bid	25	2118.507/00150	AGGREGATE SURFACING (CV) CLASS 5	C Y	\$55.00	65	0	\$0.00	65	\$3,575.00
Base Bid	26	2123.610/00330	TRACTOR MOUNTED BACKHOE	HOURL	\$200.00	40	15	\$3,000.00	15	\$3,000.00
Base Bid	27	2123.610/00370	SKID LOADER	HOURL	\$300.00	40	10	\$3,000.00	18.42	\$5,526.00
Base Bid	28	2211.507/00170	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	\$33.00	5344	0	\$0.00	5344	\$176,352.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	29	2231.604/00010	BITUMINOUS PATCH SPECIAL	S Y	\$55.00	455	0	\$0.00	594.5488	\$32,700.18
Base Bid	30	2232.504/00060	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.53	38216	0	\$0.00	37184	\$56,891.52
Base Bid	31	2232.504/00130	MILL BITUMINOUS SURFACE (3.5")	S Y	\$1.74	30319	0	\$0.00	30319	\$52,755.06
Base Bid	32	2232.504/00230	MILL BITUMINOUS SURFACE (6.0")	S Y	\$3.10	37331	0	\$0.00	37267.92	\$115,530.55
Base Bid	33	2301.602/00050	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	EACH	\$16.00	659	0	\$0.00	624	\$9,984.00
Base Bid	34	2360.509/13300	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	\$84.78	6011.58	0	\$0.00	5851.26	\$496,069.82
Base Bid	35	2360.509/33205	TYPE SP 19.0 NON WEARING COURSE MIXTURE (3,B)	TON	\$69.77	4922	0	\$0.00	4612.17	\$321,791.10
Base Bid	36	2411.618/00501	ARCHITECTURAL CONCRETE TEXTURE (SPECIAL)	S F	\$1.35	6598	0	\$0.00	7019	\$9,475.65
Base Bid	37	2411.604/00092	ARCHITECTURAL COLORS SYSTEM	S Y	\$26.55	734	0	\$0.00	780	\$20,709.00
Base Bid	38	2501.502/05015	15" RC PIPE APRON	EACH	\$800.00	1	0	\$0.00	1	\$800.00
Base Bid	39	2502.503/10040	12" PERF PE PIPE DRAIN	L F	\$14.00	230	0	\$0.00	230	\$3,220.00
Base Bid	40	2503.503/15122	12" RC PIPE SEWER	L F	\$88.00	539	0	\$0.00	512	\$45,056.00
Base Bid	41	2503.503/15152	15" RC PIPE SEWER	L F	\$86.00	291	0	\$0.00	308	\$26,488.00
Base Bid	42	2503.503/15182	18" RC PIPE SEWER	L F	\$103.00	48	0	\$0.00	48	\$4,944.00
Base Bid	43	2503.503/15242	24" RC PIPE SEWER	L F	\$105.00	125	0	\$0.00	125	\$13,125.00
Base Bid	44	2503.503/15302	30" RC PIPE SEWER	L F	\$156.00	81	0	\$0.00	72	\$11,232.00
Base Bid	45	2503.602/00320	CONNECT TO EXISTING STORM SEWER	EACH	\$1,000.00	33	0	\$0.00	33	\$33,000.00
Base Bid	46	2504.602/00034	ADJUST VALVE BOX	EACH	\$500.00	6	2	\$1,000.00	6	\$3,000.00
Base Bid	47	2506.502/06000	CASTING ASSEMBLY	EACH	\$1,200.00	101	7	\$8,400.00	108	\$129,600.00
Base Bid	48	2506.502/06020	ADJUST FRAME AND RING CASTING	EACH	\$850.00	16	0	\$0.00	16	\$13,600.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	49	2506.503/02420	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	L F	\$795.00	74.5	0	\$0.00	74.5	\$59,227.50
Base Bid	50	2506.503/03020	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	L F	\$1,040.00	35.6	0	\$0.00	35.6	\$37,024.00
Base Bid	51	2506.503/03620	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	L F	\$1,320.00	30.7	0	\$0.00	30.7	\$40,524.00
Base Bid	52	2506.503/00070	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	L F	\$970.00	125.7	3.4	\$3,298.00	125.7	\$121,929.00
Base Bid	53	2521.518/00040	4" CONCRETE WALK	S F	\$7.50	46888	0	\$0.00	47842.9	\$358,821.75
Base Bid	54	2521.518/00080	6" CONCRETE WALK	S F	\$9.50	7578	0	\$0.00	6111.8	\$58,062.10
Base Bid	55	2521.518/00080	8" CONCRETE WALK	S F	\$10.00	6598	0	\$0.00	7019	\$70,190.00
Base Bid	56	2531.503/02080	CONCRETE CURB AND GUTTER DESIGN B418	L F	\$19.50	12124	0	\$0.00	12473.1	\$243,225.45
Base Bid	57	2531.503/02315	CONCRETE CURB AND GUTTER DESIGN B618	L F	\$19.50	2368	0	\$0.00	2776	\$54,132.00
Base Bid	58	2531.503/19215	CONCRETE CURB AND GUTTER DESIGN S618	L F	\$19.50	2582	0	\$0.00	2906.5	\$56,676.75
Base Bid	59	2531.504/00070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$83.00	1133	0	\$0.00	1510.827	\$125,398.64
Base Bid	60	2531.618/00010	TRUNCATED DOMES	S F	\$55.00	966	0	\$0.00	998.2	\$54,901.00
Base Bid	61	2540.602/00087	INSTALL BENCH	EACH	\$500.00	1	0	\$0.00	1	\$500.00
Base Bid	62	2540.602/00140	INSTALL MAIL BOX SUPPORT	EACH	\$150.00	1	0	\$0.00	0	\$0.00
Base Bid	63	2545.501/00101	LIGHTING SYSTEM "A"	LS	\$70,645.00	1	0	\$0.00	1	\$70,645.00
Base Bid	64	2545.501/00102	LIGHTING SYSTEM "B"	LS	\$107,980.00	1	0	\$0.00	1	\$107,980.00
Base Bid	65	2545.501/00103	LIGHTING SYSTEM "C"	LS	\$123,270.00	1	0	\$0.00	1	\$123,270.00
Base Bid	66	2545.501/00104	LIGHTING SYSTEM "D"	LS	\$99,975.00	1	0	\$0.00	1	\$99,975.00
Base Bid	67	2557.502/00021	VEHICULAR GATE-DOUBLE	EACH	\$5,455.00	1	0	\$0.00	1	\$5,455.00
Base Bid	68	2557.503/00002	WIRE FENCE DESIGN SPECIAL VINYL COATED	L F	\$47.15	154	140	\$6,601.00	315	\$14,852.25
Base Bid	69	2563.601/00010	TRAFFIC CONTROL	LS	\$91,500.00	1	0	\$0.00	1	\$91,500.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	70	2564.602/01820	INSTALL SIGN TYPE SPECIAL	EACH	\$300.00	16	0	\$0.00	0	\$0.00
Base Bid	71	2564.502/00200	INSTALL SIGN	EACH	\$225.00	31	0	\$0.00	10	\$2,250.00
Base Bid	72	2564.602/02340	DELINEATOR / MARKER	EACH	\$100.00	5	0	\$0.00	5	\$500.00
Base Bid	73	2564.618/00010	SIGN	S F	\$110.00	274	48.52	\$5,337.20	272.62	\$29,988.20
Base Bid	74	2571.502/05060	CONIFEROUS TREE 6' HT B&B	EACH	\$650.00	8	0	\$0.00	8	\$5,200.00
Base Bid	75	2571.502/11060	DECIDUOUS TREE 6' HT B&B	EACH	\$550.00	7	0	\$0.00	7	\$3,850.00
Base Bid	76	2573.503/00023	SILT FENCE, TYPE MS	L F	\$4.50	376	0	\$0.00	320	\$1,440.00
Base Bid	77	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	\$140.00	119	0	\$0.00	106	\$14,840.00
Base Bid	78	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
Base Bid	79	2573.503/00081	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$5.25	130	0	\$0.00	15	\$78.75
Base Bid	80	2574.505/00020	SOIL BED PREPARATION	ACRE	\$500.00	2.7	0	\$0.00	4.4	\$2,200.00
Base Bid	81	2574.507/00100	COMMON TOPSOIL BORROW	C Y	\$60.00	500	0	\$0.00	1136	\$68,160.00
Base Bid	82	2574.508/00013	FERTILIZER TYPE 3	LB	\$4.00	560	0	\$0.00	951	\$3,804.00
Base Bid	83	2575.505/00021	SEEDING	ACRE	\$1,200.00	2.7	0	\$0.00	5.24	\$6,288.00
Base Bid	84	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	\$550.00	84	0	\$0.00	0	\$0.00
Base Bid	85	2575.508/25151	SEED MIXTURE 25-151	LB	\$6.50	1053	0	\$0.00	1862	\$12,103.00
Base Bid	86	2575.508/40003	HYDRAULIC REINFORCED FIBER MATRIX	LB	\$1.90	10853	0	\$0.00	18633	\$35,402.70
Base Bid	87	2575.504/00320	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$2.50	1009	0	\$0.00	812	\$2,030.00
Base Bid	88	2575.605/00070	TURF ESTABLISHMENT	ACRE	\$2,000.00	2.7	0	\$0.00	4.14	\$8,280.00
Base Bid	89	2582.503/30106	6" SOLID LINE MULTI-COMPONENT	L F	\$0.58	1282	0	\$0.00	1448	\$839.84
Base Bid	90	2582.503/30108	8" SOLID LINE MULTI-COMPONENT	L F	\$10.50	90	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	91	2582.503/30112	12" SOLID LINE MULTI-COMPONENT	L F	\$11.00	38	0	\$0.00	48	\$528.00
Base Bid	92	2582.503/30206	6" BROKEN LINE MULTI-COMPONENT	L F	\$0.58	40	0	\$0.00	30	\$17.40
Base Bid	93	2582.503/40312	12" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	L F	\$17.00	208	0	\$0.00	208	\$3,536.00
Base Bid	94	2582.503/34406	6" DOUBLE SOLID LINE MULTI-COMPONENT (WR)	L F	\$1.16	19179	0	\$0.00	19644	\$22,787.04
Base Bid	95	2582.503/40106	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	L F	\$1.10	36810	0	\$0.00	37389	\$41,127.90
Base Bid	96	2582.518/04020	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	S F	\$28.00	161	83	\$2,324.00	244	\$6,832.00
Base Bid	97	2582.518/08020	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	S F	\$21.00	780	0	\$0.00	876	\$18,396.00
Base Bid	98	2582.618/09000	PAVEMENT MARKING SPECIAL	S F	\$17.00	142	0	\$0.00	142	\$2,414.00
Base Bid Totals:								\$33,690.20		\$4,389,049.58

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
031-603-018	PARTICIPATING	\$33,690.20	\$4,389,049.58

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-603-018	BK1	130	1904 Compensation for Contract Revisions (LS)	\$30,000.00	1	\$30,000.00	ITM	\$1.00	\$30,000.00	1	\$30,000.00
031-603-018	CO1	99	2504.602/00010 CONNECT TO EXISTING WATER MAIN (EACH)	\$3,000.00	1	\$3,000.00	ITM	\$0.00	\$0.00	1	\$3,000.00
031-603-018	CO1	100	2504.603/01062 6" WATERMAIN DUCTILE IRON CL 52 (L F)	\$10,500.00	1	\$10,500.00	ITM	\$0.00	\$0.00	1	\$10,500.00
031-603-018	CO1	101	2504.608/00015 WATERMAIN FITTINGS (LB)	\$2,300.00	1	\$2,300.00	ITM	\$0.00	\$0.00	1	\$2,300.00
031-603-018	CO1	102	2104.503/00195 SAWING CONCRETE PAVEMENT (FULL DEPTH) (L F)	\$615.00	1	\$615.00	ITM	\$0.00	\$0.00	1	\$615.00
031-603-018	CO1	103	2504.602/00024 INSTALL HYDRANT AND VALVE (EACH)	\$3,500.00	1	\$3,500.00	ITM	\$0.00	\$0.00	1	\$3,500.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-603-018	CO2	104	2104.503/00290 REMOVE SEWER PIPE (SANITARY) (L F)	\$17.00	477	\$8,109.00	ITM	\$0.00	\$0.00	477	\$8,109.00
031-603-018	CO2	105	2104.503/00270 REMOVE WATER MAIN (L F)	\$5.50	620	\$3,410.00	ITM	\$0.00	\$0.00	620	\$3,410.00
031-603-018	CO2	106	2104.502/00770 REMOVE MANHOLE OR CATCH BASIN (EACH)	\$1,000.00	1	\$1,000.00	ITM	\$0.00	\$0.00	1	\$1,000.00
031-603-018	CO2	107	2504.602/00010 CONNECT TO EXISTING WATER MAIN (EACH)	\$2,800.00	4	\$11,200.00	ITM	\$0.00	\$0.00	4	\$11,200.00
031-603-018	CO2	108	2504.602/00808 8" GATE VALVE AND BOX (EACH)	\$3,250.00	3	\$9,750.00	ITM	\$0.00	\$0.00	3	\$9,750.00
031-603-018	CO2	109	2504.602/00812 12" GATE VALVE AND BOX (EACH)	\$7,000.00	1	\$7,000.00	ITM	\$0.00	\$0.00	1	\$7,000.00
031-603-018	CO2	110	2504.603/01082 8" WATERMAIN DUCTILE IRON CL 52 (L F)	\$120.00	678	\$81,360.00	ITM	\$0.00	\$0.00	678	\$81,360.00
031-603-018	CO2	111	2504.603/01122 12" WATERMAIN DUCTILE IRON CL 52 (L F)	\$75.00	127	\$9,525.00	ITM	\$0.00	\$0.00	127	\$9,525.00
031-603-018	CO2	112	2504.608/00015 WATERMAIN FITTINGS (LB)	\$22,000.00	1	\$22,000.00	ITM	\$0.00	\$0.00	1	\$22,000.00
031-603-018	CO2	113	2503.602/00300 CONNECT TO EXISTING SANITARY SEWER (EACH)	\$700.00	3	\$2,100.00	ITM	\$0.00	\$0.00	3	\$2,100.00
031-603-018	CO2	114	2506.502/00300 CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (EACH)	\$21,500.00	2	\$43,000.00	ITM	\$0.00	\$0.00	2	\$43,000.00
031-603-018	CO2	115	2506.502/06000 CASTING ASSEMBLY (EACH)	\$1,375.00	1	\$1,375.00	ITM	\$0.00	\$0.00	0	\$0.00
031-603-018	CO2	116	2503.503/13240 24" PVC PIPE SEWER (L F)	\$360.00	185	\$66,600.00	ITM	\$0.00	\$0.00	185	\$66,600.00
031-603-018	CO2	117	2503.503/13300 30" PVC PIPE SEWER (L F)	\$570.00	292	\$166,440.00	ITM	\$0.00	\$0.00	292	\$166,440.00
031-603-018	CO2	118	2503.601/00100 SANITARY SEWER SYSTEM (LS)	\$80,000.00	1	\$80,000.00	ITM	\$0.00	\$0.00	1	\$80,000.00
031-603-018	CO2	119	2502.604/00120 2" INSULATION (SY)	\$34.00	36	\$1,224.00	ITM	\$36.00	\$1,224.00	36	\$1,224.00
031-603-018	CO3	34	2360.509/13300 TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (TON)	\$84.78	-10713.42	(\$908,283.75)	ADJ				
031-603-018	CO3	120	2360.501 TYPE SP 9.5 WEARING COURSE MIX (3,B) (TON)	\$77.03	10713.42	\$825,254.74	ITM	\$0.00	\$0.00	10713.42	\$825,254.74
031-603-018	CO4	11	2104.502/03590 SALVAGE MAIL BOX SUPPORT (EACH)	\$50.00	-39	(\$1,950.00)	ADJ				
031-603-018	CO4	62	2540.602/00140 INSTALL MAIL BOX SUPPORT (EACH)	\$150.00	-39	(\$5,850.00)	ADJ				

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-603-018	CO4	121	2540.602 MAIL BOX (EACH)	\$295.00	76	\$22,420.00	ITM	\$0.00	\$0.00	76	\$22,420.00
031-603-018	CO6	122	2563.601 TRAFFIC CONTROL (LS)	\$24,135.00	1	\$24,135.00	ITM	\$0.20	\$4,827.00	1	\$24,135.00
031-603-018	CO6	123	2563.601 TRAFFIC CONTROL (LS)	\$23,171.00	1	\$23,171.00	ITM	\$0.20	\$4,634.20	1	\$23,171.00
031-603-018	CO6	124	2563.601 TRAFFIC CONTROL (LS)	\$8,915.00	1	\$8,915.00	ITM	\$0.20	\$1,783.00	1	\$8,915.00
031-603-018	CO6	125	2563.610 TRAFFIC CONTROL SUPERVISOR (HOUR)	\$100.00	47.5	\$4,750.00	ITM	\$47.50	\$4,750.00	47.5	\$4,750.00
031-603-018	CO7	126	2105.602 CONSTRUCT TEMPORARY BYPASS (EACH)	\$12,095.00	1	\$12,095.00	ITM	\$0.00	\$0.00	1	\$12,095.00
031-603-018	CO7	127	2563.601 TRAFFIC CONTROL (LS)	\$11,576.00	1	\$11,576.00	ITM	\$0.20	\$2,315.20	1	\$11,576.00
031-603-018	CO8	128	2503.602 SANITARY SEWER SERVICE (EACH)	\$1,972.00	3	\$5,916.00	ITM	\$0.00	\$0.00	3	\$5,916.00
031-603-018	CO9	129	2503.601 CONCRETE STORM SEWER (LS)	\$82,935.00	1	\$82,935.00	ITM	\$0.00	\$0.00	1	\$82,935.00
031-603-018	CO10	131	2131.506 CALCIUM CHLORIDE SOLUTION (GAL)	\$1.64	6003	\$9,844.92	ITM	\$6,003.00	\$9,844.92	6003	\$9,844.92
Contract Change Totals:									\$59,378.32		\$1,593,645.66

Contract Change Totals

Number	Description	Effective Date	Amount
1	Completion Date Incentive	10/30/2023	\$30,000.00
1	Install Hydrant and Gate Valve at Station 14+00 as requested and funded by the City of Grand Rapids	07/25/2022	\$19,915.00
2	The City of Grand Rapids requested that the following change order be added to the project to replace underground utilities under the roundabout. The work associated with this change order is funded locally by the City of Grand Rapids/GRPUC.	07/26/2022	\$514,093.00
3	Change Type SP 9.5 Wear Course Mix (3,C) bituminous mix from station 0+90 - 26+50 and 90+79 - 191+85 to Type 9.5 Wear Course Mix (3,B) to follow Design Guidelines for Local Agencies.	10/10/2022	(\$83,029.01)
4	Includes all labor and materials to remove, relocate, furnish and install new mailbox and mailbox supports as directed by the engineer. This change order replaces Item #11 Salvage Mailbox Support and Item #62 Install Mailbox Support.	01/05/2023	\$14,620.00
6	Additional traffic control at TH 2/169 to improve flow of detour traffic. Pay items are for westbound, eastbound, southbound and daily inspections.	06/16/2023	\$60,971.00
7	Construction of temporary roundabout bypass and associated traffic control. Includes all materials, labor and equipment required to complete the work.	06/16/2023	\$23,671.00
8	Labor, Equipment and Materials to replace (3) sanitary sewer service saddles that were discovered and unplanned during the replacement of the sanitary sewer for Grand Rapids Public Utilities.	07/06/2023	\$5,916.00
9	Labor, Equipment and Material to remove and replace 135' of 30" storm sewer that was discovered to be damaged, plugged and unfunctional. Change Order includes erosion control and turf restoration.	07/06/2023	\$82,935.00

10	Applied Chloride to project aggregate base to reduce maintenance and dust during construction in residential area.	10/31/2023	\$9,844.92
----	--	------------	------------

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
47	2506.502/06 000	CASTING ASSEMBLY	2022-07-26	26 EACH \$16,926.98	26 EACH \$16,926.98	0 EACH \$0.00
49	2506.503/02 420	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	2022-09-13	44.14 L F \$12,533.12	44.14 L F \$12,533.12	0 L F \$0.00
50	2506.503/03 020	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	2022-09-13	14.29 L F \$5,614.40	14.29 L F \$5,614.40	0 L F \$0.00
50	2506.503/03 020	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	2022-09-13	14.28 L F \$5,610.47	14.28 L F \$5,610.47	0 L F \$0.00
51	2506.503/03 620	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	2022-09-13	30.7 L F \$21,606.25	30.7 L F \$21,606.25	0 L F \$0.00
52	2506.503/00 070	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	2022-09-13	30.35 L F \$8,691.48	30.35 L F \$8,691.48	0 L F \$0.00
52	2506.503/00 070	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	2022-09-13	36.85 L F \$10,552.93	36.85 L F \$10,552.93	0 L F \$0.00
60	2531.618/00 010	TRUNCATED DOMES	2022-07-26	137.6 S F \$6,618.11	137.6 S F \$6,618.11	0 S F \$0.00
64	2545.501/00 102	LIGHTING SYSTEM "B"	2023-02-03	0.2 LS \$21,596.00	0.2 LS \$21,596.00	0 LS \$0.00
64	2545.501/00 102	LIGHTING SYSTEM "B"	2023-02-03	0.2 LS \$21,596.00	0.2 LS \$21,596.00	0 LS \$0.00
110	2504.603/01 082	8" WATERMAIN DUCTILE IRON CL 52	2022-08-16	678 L F \$27,496.00	678 L F \$27,496.00	0 L F \$0.00
112	2504.608/00 015	WATERMAIN FITTINGS	2022-08-16	1 LB \$20,296.93	1 LB \$20,296.93	0 LB \$0.00
116	2503.503/13 240	24" PVC PIPE SEWER	2022-08-16	185 L F \$33,396.60	185 L F \$33,396.60	0 L F \$0.00
117	2503.503/13 300	30" PVC PIPE SEWER	2022-08-16	292 L F \$89,833.35	292 L F \$89,833.35	0 L F \$0.00

Contract Total	\$5,982,695.24
-----------------------	-----------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-198

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Annual Road Maintenance Agreements with Townships and Cities

BOARD ACTION REQUESTED:

Approve the 2024/2025 Annual Road Maintenance Agreements and authorize the County Board Chairperson and the Clerk to the County Board to sign Agreements and authorize the County Engineer to modify the Attachment "A" to Agreements as needed and upon mutual agreement with the Township or City.

BACKGROUND:

Annually, the Itasca County Transportation Department offers the opportunity for Townships and Cities to contract for snowplowing, grading, and dust control services offered by the County. 30 Townships and 5 Cities wish to enter into agreements with Itasca County for these services in 2024/2025. Attached is a copy of the Arbo Township "Agreement for Work on Township Roads" and Attachment "A" which serves as a sample of the agreements.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

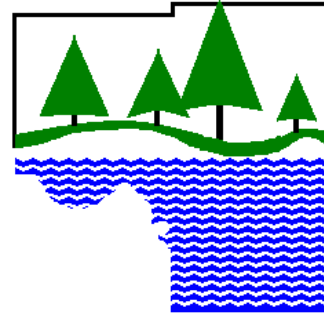
1. Arbo-Sent 2024

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

ITASCA COUNTY

Transportation Department
123 NE 4th Street, Courthouse
Grand Rapids, MN 55744-2600
Office (218) 327-2853 Fax (218) 327-0688



To: Township Boards

From: Kory Johnson, PE Highway Maintenance Director

Date: February 8, 2024

Re: Annual Grading, Snowplowing, and Dust Control Contract Renewal

Current contracts for grading, snowplowing, and dust control of Township Roads by Itasca County are effective from May 1, 2023 through April 30, 2024.

The enclosed 2024/2025 Maintenance Contracts should be completed, approved, and signed should the County be chosen to provide the services indicated. Using the envelope provided, return **both copies** to the Itasca County Transportation Department **by April 1st, 2024** so that the Itasca County Board can approve the contracts at their April 23rd County Board Meeting. A copy of the signed contract will then be returned to your Township Clerk. **Please adhere to the April 1st date** as the Itasca County Board has given direction that no service may be provided if there is no contract in place.

Please be reminded that Minnesota Statute 164.03 governs contracting with Itasca County. Thus, this contract may need to be on your agenda at your annual meeting each year.

Along with Attachment "A" (which indicates which roads and which services we are currently under contract to maintain for you), we are providing a separate map for each service under contract. The reason for separate maps is to best indicate what portion of road is under contract to be maintained. For example: a TWP road is 3.00 miles in length and the TWP contracts for .65 miles of grading once per month and 3.00 miles of snowplowing, the separate maps better indicate maintenance contracted for. **Mark any changes/additions/deletions you may want to make to Attachment "A" in the comment section.** We will make changes as marked and provide you with updated Attachment "A" and maps when returning your Board approved contract. **Please Note: This contract is the only opportunity to sign up for dust control in cooperation with the County.** We use road names that reflect the name used for the 911 Emergency Programs. To help eliminate confusion, we ask that you refer to roads using only these names.

Please be advised that Itasca County continues to evaluate the cost to provide these services. If the data suggests that the cost to provide any of the services exceeds the current rates, notices will be mailed to townships mid-2024 to provide time for future budget adjustments or to search for another provider.

- For 2024/2025 Township Hall/Building Plowing will be charged as 0.25 miles * \$700/mi = \$175 for the contract per location. These will be completed after all County and Township roads have been plowed, usually next day after a storm event.
- Township and City road mileages have been adjusted to accurately reflect the official mileage from the E911 GIS system.

- A county inspector will continue to be provided for Dust Control applications. If there any concerns with how the chloride is applied, townships and cities may also provide their own inspector.
- The copy of Itasca County Snow Removal Policy has been removed from this document. The policy can still be found on the Transportation Department website or mailed as requested.
- County grading prior to dust control application has been removed. We will try to grade as time allows if the township has signed up with the County for grading services.

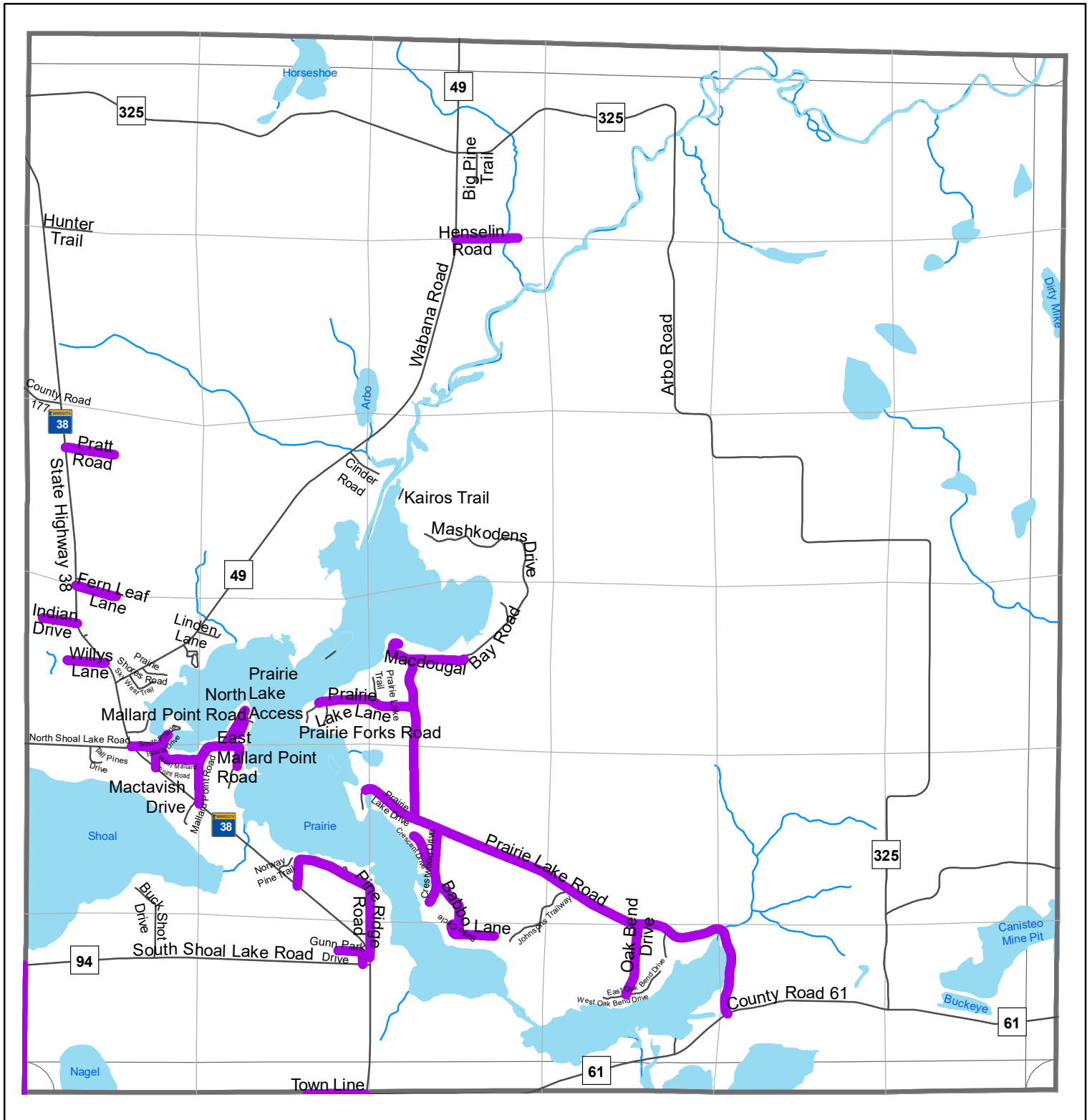
If there are any questions, please feel free to stop by our office or give me a call at (218) 327-2843.

Your Town/Township is currently under contract with Itasca County for the services shown below. This contract expires **April 30th, 2024**. Your Town/Township must authorize continuance of this contract for the period **May 1, 2024 to April 30th, 2025**. **If there are changes, please note them in the comments section** and we will adjust new contract. Rates for 2024 Grading are: \$700/Mile for one trip per month; and \$1400/Mile for two trips per month. Rate for 2024-2025 Snowplowing is: \$700/Mile. Rate for Town Hall/Buildings is 0.25 Miles * \$700/Mile = \$175/Location Annually. **Estimated rate** for 2024 Dust Control: \$2200/Mile (18 foot width, single application). **Final rate** for 2024 Dust Control will be determined by contract between Itasca County/Supplier. County grading prior to dust control application has been removed. We will try to grade as time allows if the township has signed up with the County for grading services.

ARBO TWP - Attachment "A"

Road Name	length of road	grading once per month	grading twice per month	snowplowing	dust control	Comments
	miles	miles	miles	miles	miles	
1 Arbo Hall Road	0.250			0.250		
25 Babbo Lane	0.541			0.541		Paved summer of 2008
26 Bello Circle	0.137			0.137		Added Snowplowing 2019
2 Crescent Drive	0.229	0.229		0.229		
3 Crestwood Drive	0.441	0.441		0.441		
13 E. Mallard Pt. Road	0.145			0.145		
4 Fern Leaf Lane	0.244	0.244		0.244		
6 Gunn Park Drive	0.207			0.207		
7 Henselin Road	0.361	0.361		0.361		
8 Indian Drive	0.205	0.205		0.205		
9 Lost Lake Drive	0.765	0.765		0.765		
5 Macdougall Bay Rd.	0.510			0.510		Removed Grading 2019 (paved)
10 Mallard Pt. Road	0.635			0.635		
11 N. Mallard Pt. Road	0.238			0.238		
14 Oak Bend Drive	0.423			0.423		Removed Grading 2019 (paved)
16 Pine Ridge Road	1.003			1.003		
18 Prairie Lake Drive	0.348			0.348		
19 Prairie Lake Lane	0.561			0.561		
20 Prairie Lake Road	3.397			3.397		
21 Pratt Road	0.288	0.288		0.288		
17 S. Prairie Island Dr.	0.135			0.135		
27 Town Hall				0.250		Plow
23 Town Line Road	0.340			0.340		
12 W. Mallard Pt. Road	0.283	0.283		0.283		
24 Willys Lane	0.223	0.223		0.223		No 's just Willys
28						
29						
30						
Totals-	11.909	3.039	0.000	12.159	0.000	last updated: January 25, 2024

Arbo Township



0 0.5 1 2 Miles



Itasca Geographic Information System
"decision support through automation"

COPYRIGHT - ITASCA COUNTY
ALL RIGHTS RESERVED

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

N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
Twp Maintenance Agreement Maps\2019-2020 Maps

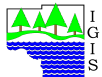
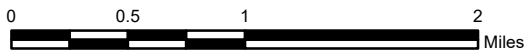
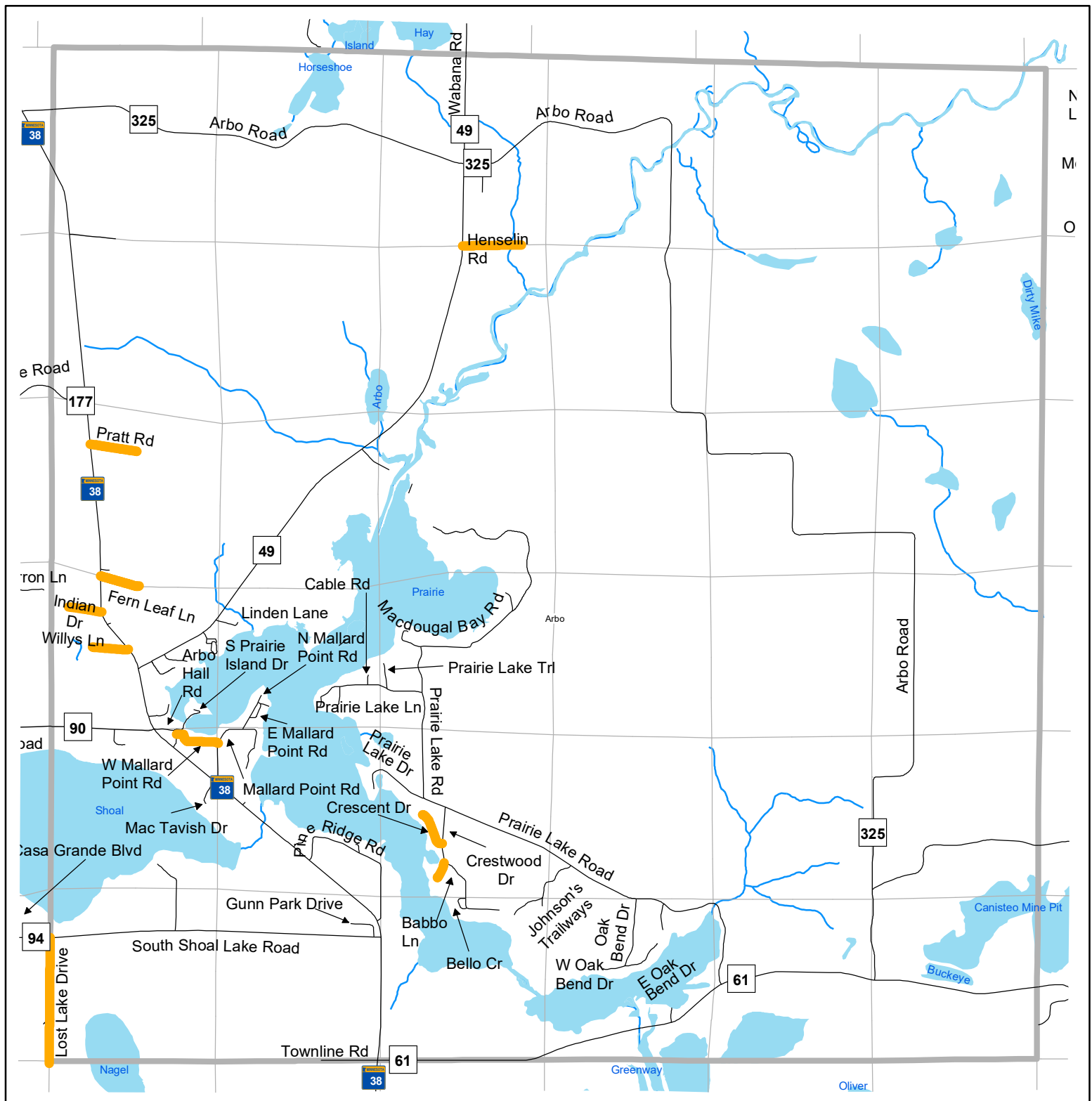


**Township Road Maintenance
Snow Plowing
Last Updated:**

Legend

- Roads Snowplowed Under Contract
- Vector.GIS.Roads
- All Other Roads
- Section Lines
- Vector.GIS.Township_Py
- Lakes
- Rivers
- Twp_Snow_Updated_Date

Arbo Township



Itasca Geographic Information System
"decision support through automation"

COPYRIGHT - ITASCA COUNTY
ALL RIGHTS RESERVED

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

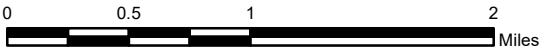
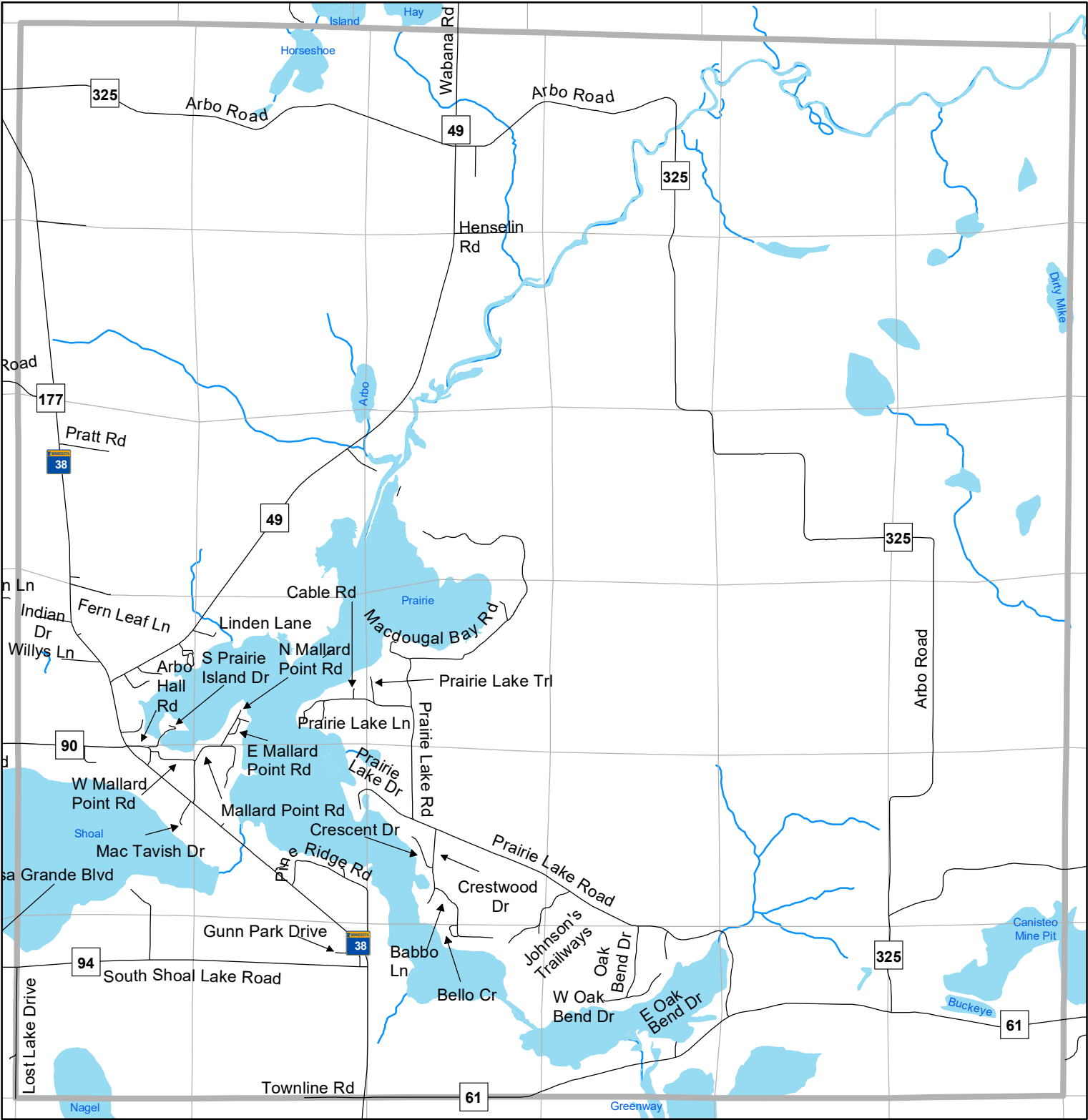
N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
 \Township Maintenance Agreement Maps\2019-2020 Maps

Township Road Maintenance
Grading Once Per Month
Last Updated: 3/11/2019

Legend

-  Roads Graded Once Per Month Under Contract
-  All Other Roads
-  Section Lines
-  Township Line
-  Lakes
-  Rivers

Arbo Township



**Township Road Maintenance
Dust Control
Last Updated:
5/01/2018**

Legend

- Roads With Dust Control Applied Under Contract
- All Other Roads
- Section Lines
- Township Line
- Lakes
- Rivers

Itasca Geographic Information System
"decision support through automation"

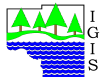
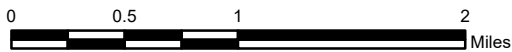
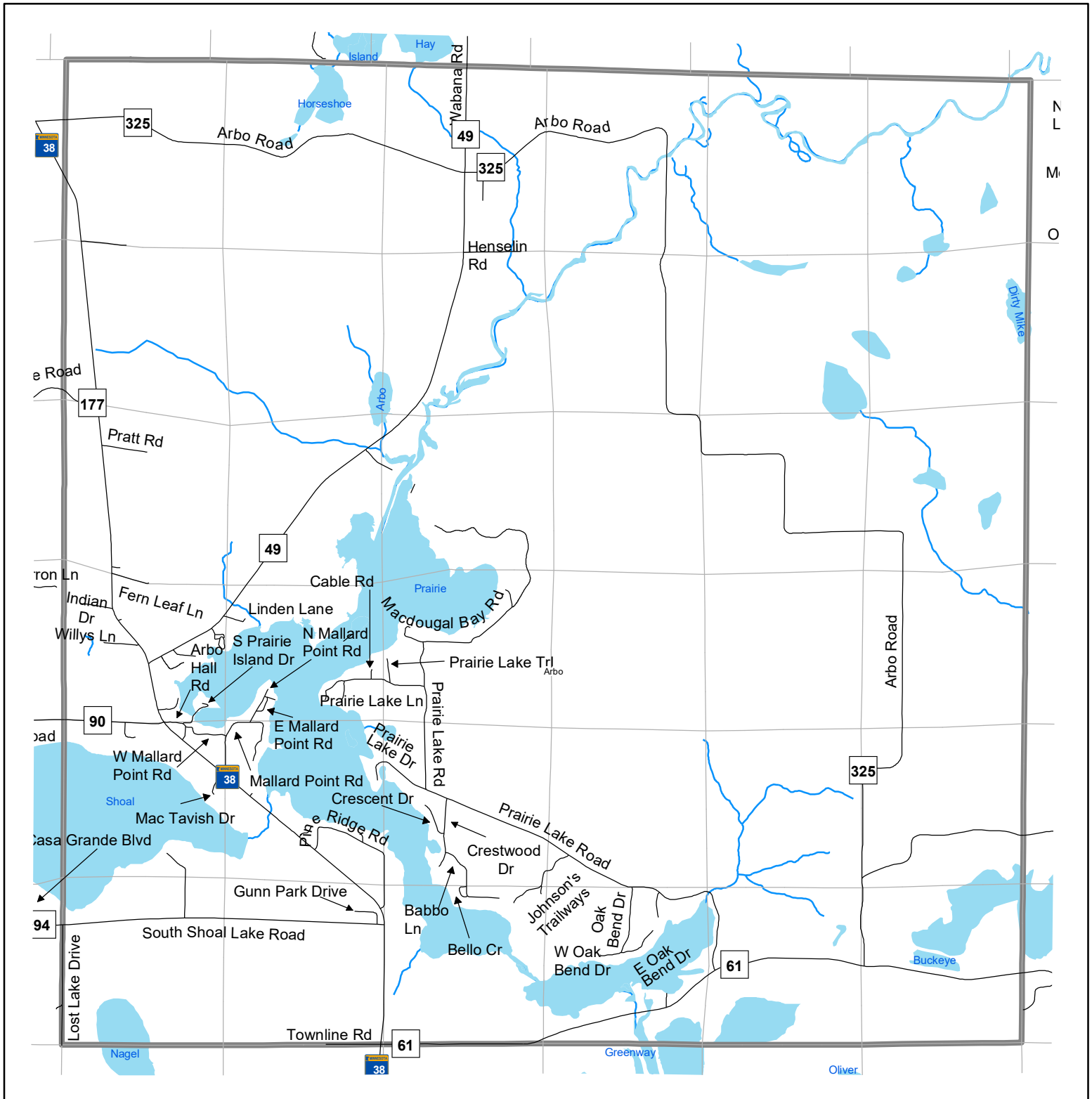
COPYRIGHT - ITASCA COUNTY
ALL RIGHTS RESERVED

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

N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
Township Maintenance Agreement Maps\2019-2020 Maps

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

Arbo Township



**Township Road Maintenance
Grading Twice Per Month
Last Updated: 5/01/2018**

Legend

- Roads Graded Twice Per Month Under Contract
- All Other Roads
- Section Lines
- Township Line
- Lakes
- ~ Rivers

Itasca Geographic Information System
"decision support through automation"

COPYRIGHT - ITASCA COUNTY
ALL RIGHTS RESERVED

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

N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
\Township Maintenance Agreement Maps\2019-2020 Maps

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

AGREEMENT FOR WORK ON TOWNSHIP ROADS

This Agreement made this ____ day of _____, 2024, by and between the County of Itasca, hereinafter referred to as the “County” or “Itasca County”, and the Township of _____, hereinafter referred to as the “Township”.

Whereas, pursuant to the laws of Minnesota, the governing body of any Township may contract with Itasca County, in which the Township is situated, for the use of County equipment and operators, for snow removal from, for the blading of, and for application of dust control materials on any or all Township roads within the Township.

Whereas, pursuant to the laws of Minnesota, the contract price to be paid by the Township to Itasca County, shall not be less than the actual cost to the Transportation Department for the use of such equipment, operator, materials or contracted cost.

Now, wherefore, in consideration for such work the Township agrees to pay Itasca County at the rates shown in Attachment “A”, for the said twelve-month period for snowplowing, grading and/or dust control application, subject to the following:

1. Term
This Agreement for grading, snowplowing and/or dust control application shall commence on the first day of May, 2024, and shall continue for a twelve (12) month period. This Agreement may be extended for additional twelve month periods upon the mutual consent of the Transportation Department and the Township.
2. Termination
Either party may cancel this Agreement upon Thirty (30) days notice, with or without cause. Notice shall be in writing served by mail or in person by the Township to the Itasca County Engineer, and by the Transportation Department to the Township Clerk. In the case of dust control, notice must be received by May 15 for the year of the agreement.
3. Employees
Transportation Department employees performing the work on Township roads as described in this Agreement shall be deemed Transportation Department employees for all purposes while so engaged. Dust control application shall be through an Itasca County contract.
4. Billing
The Township shall pay Itasca County upon receipt of invoice for services, snowplowing services are billed in January, grading services are billed in July, and dust control services are billed in August.
5. Attachment “A”
Attachment “A” shall be considered a part of this “Agreement for Work on Township Roads” and shall provide the information as follows:
 - a.) Annual rates (per mile) for grading gravel roads once per month and twice per month. The annual rates will be set by Itasca County.
 - b.) Annual rate (per mile) for snowplowing. The annual rates will be set by Itasca County.
 - c.) Application rate (per mile, 18 foot width, single application) of dust control. The dust control rates will be based on supplier pricing for the Itasca County wide chloride application.
 - d.) Township shall indicate which roads are included in this agreement, along with the length of each road.
 - e.) Maps of roads as required. Itasca County will provide maps of the Township roads as part of this agreement.

6. Time and Manner of Work

- A. The Transportation Department reserves the right to do the work described in this Agreement on Township roads at such time and in such manner so as to not interfere with, nor delay, the work schedule of County roads. The Transportation Department has an obligation to provide services first to Itasca County Roads. As it is likely that the services provided herein may be also needed at more than one location at any time, it shall be at the sole discretion of the County Highway Engineer or his designee to determine the allocation of resources available to provide services under this agreement. This determination shall be final. The Township hereby absolves and agrees to indemnify and hold harmless Itasca County, its agents, servants or employees from any liability arising from such decisions.
- B. Snowplowing will not be performed before November 1st, or after March 31st; unless determined to be necessary by the District Maintenance Supervisor, the Highway Maintenance Engineer, or the County Highway Engineer.
- C. Snowplowing for emergency situations will only be performed when the Sheriff's Office makes the request. For emergencies, call 911.

7. Unavoidable Delays

Itasca County shall not be held liable in accordance with this contract for unavoidable delays. Unavoidable delays can include delays which were beyond the power of Itasca County to control, with no fault or negligence on its part. Such delays can include acts of nature, i.e. severely inclement weather, floods, tornadoes and strikes.

8. Special Covenants

- A. Township covenants that each road identified in attachment "A", is a public highway which is open for public use, and which is subject to the jurisdiction and control of the Township.
- B. For each road identified in attachment "A", the Township shall:
 - 1. Erect and maintain appropriate signs at the point of termination of each road.
 - 2. Provide a suitable turnaround site as close to the point of termination of said road as practical. The location and size of the turnaround space shall be subject to approval by the Itasca County Engineer in his/her exclusive discretion.
- C. Township covenants that any and all necessary consents have been obtained and remain in effect enabling entry of Itasca County equipment to land beyond the point of termination of any road identified in attachment "A", where such entry is necessary to reach the designated turnaround area.
- D. Township shall defend, indemnify, and save Itasca County harmless from any and all claims, demands and judgments based upon, right of way claims or arising under Minnesota Statute 160.05, with respect to any road identified in attachment "A", and further including any turnaround area and road leading thereto beyond the designated termination point of road.
- E. Nothing herein shall alter, limit, or diminish the duties and responsibilities of the Township with respect to the roads identified in attachment "A".

9. Indemnification and Hold Harmless

Except as otherwise set forth above in sections 6 and 8 each party shall fully indemnify and hold harmless the other against all claims losses, damages, liability, suits, judgments, costs and expenses by reason of the action, inaction, errors, omissions, or negligence of its employees. This agreement to indemnify and hold harmless does not constitute a waiver by either party of the limitations on liability provided by Minnesota Statutes Chapter 466 or of any defenses or governmental immunities as to third parties. Each party is responsible to maintain liability insurance in at least the amount of its maximum liability under Minnesota Statutes Chapter 466.

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 government 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.

IN WITNESS WHEREOF, the parties hereunto have each caused this Agreement to be executed by their respective officers, hereby duly authorized, as of the date and year first above written.

I have reviewed the foregoing Agreement and I recommend that the Itasca County Board approve the same.

By: _____
Itasca County Highway Engineer

Date: _____

APPROVAL BY COUNTY OF ITASCA

County Board Chairperson

Date: _____

APPROVAL BY _____ TOWNSHIP
Motion

By: _____
TWP Board Member

Second

By: _____
TWP Board Member

Motion Passed:

TWP Board Chairperson

Date: _____

I, the undersigned, am the duly appointed Clerk or Deputy Clerk of the above referenced unit of government and attest that on the above referenced date, at a duly convened meeting of the Board, a resolution was duly adopted by the Board approving the agreement set forth above.

By: _____
Clerk/Deputy Clerk
Itasca County Board

By: _____
Clerk/Deputy Clerk
Township

AGREEMENT FOR WORK ON TOWNSHIP ROADS

This Agreement made this ____ day of _____, 2024, by and between the County of Itasca, hereinafter referred to as the “County” or “Itasca County”, and the Township of _____, hereinafter referred to as the “Township”.

Whereas, pursuant to the laws of Minnesota, the governing body of any Township may contract with Itasca County, in which the Township is situated, for the use of County equipment and operators, for snow removal from, for the blading of, and for application of dust control materials on any or all Township roads within the Township.

Whereas, pursuant to the laws of Minnesota, the contract price to be paid by the Township to Itasca County, shall not be less than the actual cost to the Transportation Department for the use of such equipment, operator, materials or contracted cost.

Now, wherefore, in consideration for such work the Township agrees to pay Itasca County at the rates shown in Attachment “A”, for the said twelve-month period for snowplowing, grading and/or dust control application, subject to the following:

1. Term
This Agreement for grading, snowplowing and/or dust control application shall commence on the first day of May, 2024, and shall continue for a twelve (12) month period. This Agreement may be extended for additional twelve month periods upon the mutual consent of the Transportation Department and the Township.
2. Termination
Either party may cancel this Agreement upon Thirty (30) days notice, with or without cause. Notice shall be in writing served by mail or in person by the Township to the Itasca County Engineer, and by the Transportation Department to the Township Clerk. In the case of dust control, notice must be received by May 15 for the year of the agreement.
3. Employees
Transportation Department employees performing the work on Township roads as described in this Agreement shall be deemed Transportation Department employees for all purposes while so engaged. Dust control application shall be through an Itasca County contract.
4. Billing
The Township shall pay Itasca County upon receipt of invoice for services, snowplowing services are billed in January, grading services are billed in July, and dust control services are billed in August.
5. Attachment “A”
Attachment “A” shall be considered a part of this “Agreement for Work on Township Roads” and shall provide the information as follows:
 - a.) Annual rates (per mile) for grading gravel roads once per month and twice per month. The annual rates will be set by Itasca County.
 - b.) Annual rate (per mile) for snowplowing. The annual rates will be set by Itasca County.
 - c.) Application rate (per mile, 18 foot width, single application) of dust control. The dust control rates will be based on supplier pricing for the Itasca County wide chloride application.
 - d.) Township shall indicate which roads are included in this agreement, along with the length of each road.
 - e.) Maps of roads as required. Itasca County will provide maps of the Township roads as part of this agreement.

6. Time and Manner of Work

- A. The Transportation Department reserves the right to do the work described in this Agreement on Township roads at such time and in such manner so as to not interfere with, nor delay, the work schedule of County roads. The Transportation Department has an obligation to provide services first to Itasca County Roads. As it is likely that the services provided herein may be also needed at more than one location at any time, it shall be at the sole discretion of the County Highway Engineer or his designee to determine the allocation of resources available to provide services under this agreement. This determination shall be final. The Township hereby absolves and agrees to indemnify and hold harmless Itasca County, its agents, servants or employees from any liability arising from such decisions.
- B. Snowplowing will not be performed before November 1st, or after March 31st; unless determined to be necessary by the District Maintenance Supervisor, the Highway Maintenance Engineer, or the County Highway Engineer.
- C. Snowplowing for emergency situations will only be performed when the Sheriff's Office makes the request. For emergencies, call 911.

7. Unavoidable Delays

Itasca County shall not be held liable in accordance with this contract for unavoidable delays. Unavoidable delays can include delays which were beyond the power of Itasca County to control, with no fault or negligence on its part. Such delays can include acts of nature, i.e. severely inclement weather, floods, tornadoes and strikes.

8. Special Covenants

- A. Township covenants that each road identified in attachment "A", is a public highway which is open for public use, and which is subject to the jurisdiction and control of the Township.
- B. For each road identified in attachment "A", the Township shall:
 - 1. Erect and maintain appropriate signs at the point of termination of each road.
 - 2. Provide a suitable turnaround site as close to the point of termination of said road as practical. The location and size of the turnaround space shall be subject to approval by the Itasca County Engineer in his/her exclusive discretion.
- C. Township covenants that any and all necessary consents have been obtained and remain in effect enabling entry of Itasca County equipment to land beyond the point of termination of any road identified in attachment "A", where such entry is necessary to reach the designated turnaround area.
- D. Township shall defend, indemnify, and save Itasca County harmless from any and all claims, demands and judgments based upon, right of way claims, or arising under Minnesota Statute 160.05, with respect to any road identified in attachment "A", and further including any turnaround area and road leading thereto beyond the designated termination point of road.
- E. Nothing herein shall alter, limit, or diminish the duties and responsibilities of the Township with respect to the roads identified in attachment "A".

9. Indemnification and Hold Harmless

Except as otherwise set forth above in sections 6 and 8 each party shall fully indemnify and hold harmless the other against all claims losses, damages, liability, suits, judgments, costs and expenses by reason of the action, inaction, errors, omissions, or negligence of its employees. This agreement to indemnify and hold harmless does not constitute a waiver by either party of the limitations on liability provided by Minnesota Statutes Chapter 466 or of any defenses or governmental immunities as to third parties. Each party is responsible to maintain liability insurance in at least the amount of its maximum liability under Minnesota Statutes Chapter 466.

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 government 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.

IN WITNESS WHEREOF, the parties hereunto have each caused this Agreement to be executed by their respective officers, hereby duly authorized, as of the date and year first above written.

I have reviewed the foregoing Agreement and I recommend that the Itasca County Board approve the same.

By: _____
Itasca County Highway Engineer

Date: _____

APPROVAL BY COUNTY OF ITASCA

County Board Chairperson

Date: _____

APPROVAL BY _____ TOWNSHIP

Motion

By: _____
TWP Board Member

Second

By: _____
TWP Board Member

Motion Passed:

TWP Board Chairperson

Date: _____

I, the undersigned, am the duly appointed Clerk or Deputy Clerk of the above referenced unit of government and attest that on the above referenced date, at a duly convened meeting of the Board, a resolution was duly adopted by the Board approving the agreement set forth above.

By: _____
**Clerk/Deputy Clerk
Itasca County Board**

By: _____
**Clerk/Deputy Clerk
Township**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-201

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Award Contract 68404 CSAH 84 Highway Improvements

BOARD ACTION REQUESTED:

Award Contract 68404 which includes Itasca County SAP 031-684-004 CSAH 84 Gary Steet and City of Calumet CA23-03 Utility Improvements to the lowest responsible bidder, Casper Construction Co, in the amount of \$1,259,889.00 (Base Bid and Alternate #1) and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened for contract 68404 on April 23, 2024 at 10:00 am. Results of those bids are as follows:

Engineer's Estimate:	Base Bid	\$985,789.50
	CA23-03 Alternate #1	\$85,030.25
	CA23-03 Alternate #2	\$104,403.00
Casper Construction Co Inc:	Base Bid	\$1,167,500.00 (Included in award)
	CA23-03 Alternate #1	\$92,389.00 (Included in award)
	CA23-03 Alternate #2	\$108,092.00 (Not included in award)

The City of Calumet recommended award of CA23-03 base bid and alternate #1.
Base Bid includes \$769,000.00 State Aid funding and \$398,500.00 City of Calumet funding.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-214

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Shawn Linder , Kory Cease

AGENDA ITEM:

Grand Rapids FFA Environmental Trust Fund Grant

BOARD ACTION REQUESTED:

Approve 2024 Environmental Trust Fund Grant of \$5,000.00 to the Grand Rapids High School Future Farmers of America (FFA).

BACKGROUND:

During 2024 budget sessions, a final decision was withheld on the Grand Rapids FFA ETF grant application so that all area high school FFA chapters could also be contacted. Other school chapters have been consulted and will not apply for a 2024 grant but will potentially apply in the 2025 grant cycle.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024 GR FFA ITASCA COUNTY ENVIRONMENTAL TRUST FUND GRANT APPLICATION

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

ITASCA COUNTY ENVIRONMENTAL TRUST FUND

2024 GRANT PROJECT APPLICATION

Applications are due January 1 for consideration that year.

1. Project Title: FFA Natural Resource Career Development Events & Activities		
2. Project Applicant (organization):		
Name: Grand Rapids FFA		
Address: 800 Conifer Drive NE		
City, State and Zip Code: Grand Rapids, MN 55744		
Phone Number: (218) 301-9217		
E-Mail: slinder@isd318.org		
3. Contact Person (individual):		
Name: Shawn Linder	Title: Organization Advisor/ High School Teacher	
Address: 800 Conifer Drive NE		
City, State and Zip Code: Grand Rapids, MN 55744		
Phone Number: (218) 301-9217		
E-Mail: slinder@isd318.org		
Indicate who is responsible for Final Report/Results: Shawn Linder		
4. Type of Project:		
Enhancement	Service	Education
5. Amount Requested: \$5,000		
6. Project Summary (50 word or less): The Grand Rapids FFA has annual regional, state, and national career development events in areas of natural resources such as: forestry, wildlife, soils, and local issues or marketing forums. The Grand Rapids FFA members pick up valuable technical and leadership skills in these events, as well as serve our community.		
Signature of Contact Person: Shawn Linder		
Date: 7/14/23		

Part A: Project Narrative
Environmental Trust Fund Grant General Questions
2023-2024 FFA School Year

1. How does the proposed project demonstrate a high potential for success?

We have had a lot of business and educational entities support FFA on all levels because they know they are investing in their future and they continue to support them because it works! The needs of the workforce have continued to evolve and require higher levels of academic, technical, and employability skills. The agricultural education model is an effective model that incorporates classroom instruction with supervised agricultural experiences, and involvement of FFA.

The National FFA Organization, established in 1928, is the largest youth organization in the U.S. at over 600,000 students nationwide. We have over 12,000 members in the state of Minnesota. Corporate sponsors on the national level go on and on with the National FFA Foundation donating over 25 Million dollars for the operation of the National FFA activities including the National FFA Convention held each October that is attended by over 70,000 FFA members annually. The largest corporate sponsors include the platinum sponsors of Ford and Toyota having sponsored over a Million dollars each.

The Minnesota State FFA association also has a foundation in which distinguished corporate donors have donated over \$60,000 such as Bailey Nurseries, Minnesota Farm Network, and the University of Minnesota College of Agriculture, Food, and Natural Resources, Dodge, Ford, Toyota, Christensen Farms, Culvers, Cenex/Harvest States, and Monsanto.

Even on our local level we have had some success with businesses investing in our state championship forestry and wildlife teams with businesses such as UPM- Blandin Paper and Potlatch donating money for our national career development events in natural resources and forestry in 2007, 2009, 2011, 2013, 2014, 2016, 2017, 2018, 2019, 2020, 2022 & 2023. Local loggers like Pittack Logging and Rajala Companies have been supportive of our activities. Others local businesses have also chipped in within the past year for the National FFA Convention such as Casper Construction, North Country Vet Clinic, 1000 Lakes Dock Service, Super One Foods, Culver's and the local Eagles club.

You would again be supporting a chapter that has proven success on the local level particularly in Natural Resources with our Forestry and Wildlife teams placing in the top 20% of their contest field for the last fifteen years running with sixteen state championships. Total scholarship earnings of the chapter have exceeded \$110,000 in the past twenty-one years. Most importantly, the Grand Rapids FFA has placed several students into the natural resources programs on the post-secondary level that will or already have come back to the area to contribute to our community already! We have a numerous former students who have participated in the FFA natural resources programs in the past twenty years currently working or being trained the field of natural resources, several of whom are currently working in Itasca County. This is proof that students who succeed in the FFA natural resources, gain skills and confidence to succeed in a productive, natural resources field with the potential of being a true leader. Out of this past four year's GRFFA members there currently twelve students currently in natural resources related programs of study. This system works when they can apply what they learn in the classroom to a competitive hands-on practicum. Their self-confidence and skills multiply quickly!

2. How does the proposed project maximize the available opportunities for cooperation between non-profit organizations and local government?

In our annual program of activities we have a section for community development. This is done in cooperation with many entities of non-profit organizations as well as the local, state, and federal government.

The Grand Rapids FFA does numerous projects, mostly natural resources based, that improve the community. Each student is responsible for community service hours. We do annual projects such as the 4th Grade Forest Day and 4th Grade Tree Planting Day in cooperation with Regional DNR Forester Josh Donatell, Itasca County Assistant Land Commissioner Michael Gibbons, City Planner Matt Wegworth and U.S. Forest Service forester Greg VanOrsow. We hold special educational events with local 5th grade students through the county in coordination with the Itasca County Soil and Water District to do a ground water display model for the Water Legacy Day at the Itasca County Fairgrounds annually. We do a special, Agriculture and Natural Resource awareness day at the Middle School to 8th graders every February to help educate them about our critical resources in the local community. GRFFA members are also working with elementary teachers delivering agriculture, food, and natural resources curriculum to 2nd grade students across the elementary schools. We work cooperatively with the Forest History Center Richard Will to do archery instruction at the high school and DNR's Kraig Kiger, and the ISD#318 school district to do the National Archery in the Schools program with the help of my FFA members, along-side myself, as a lead instructor. This has helped grow the high school program while the middle school program continues to build. We have done special service projects for the Temperate Forest Foundation Tour that came to Grand Rapids for a couple years where we worked with businesses such as Blandin, Rajala, and Casper Construction. In addition, we have done service projects at the Forest History Center. We also donate our time at the Itasca County Fair, Blackberry Antique Tractor Association, Itasca County Soil and Water District through the water summit, Arrowhead Farm Bureau, Rotary Club International, ISD#318 elementary, middle and high schools. We even have made trips to Deer River and Staples/Motley High School to teach forestry and geographic information systems to their natural resources students. We also enjoy volunteering monthly at Ruby's Pantry in Cohasset, donate food and money to the local food shelf, and participate in the local Polar Plunge to raise money for Special Olympics. These are just some of our numerous community development events that we participate in. We are very active in our commitment to the community. Just a week before the pandemic, we helped raise money for and package over 90,000 meals for Itasca County's food insecure, feeding them for nearly ten months! The FFA motto is ***learning to do, doing to learn, earning to live, and living to serve.***

3. How does the proposed project complement other efforts in natural resource improvement?

The Grand Rapids FFA believes in agricultural awareness. Our agricultural awareness here revolves around the commitment to the sustainability of our natural resources while utilizing its products in respect to the ecological, social, and economic impact. The strength of the Grand Rapids FFA is fostering a stewardship ethic in not just natural resources, but any career path they choose. My goal is to strengthen the image of natural resources in the Grand Rapids area which prides itself of being the "Minnesota center of forestry". Each FFA career development event develops a set of knowledge and competencies that not only prepares a student for a career in

natural resources but increases awareness of resource sustainability and how to spread the awareness to others. During National FFA week we hold mini contests in areas of natural resources and have our members educate non-members of FFA about multi-use and conservation of our forest, water, air, and soil resources. We also hold a chainsaw safety seminar to our forestry and woodland stewardship classes. What does this accomplish? Improved awareness in our community which will make easier for our Itasca County Natural Resource professionals to do their job!

4. How does the proposed project demonstrate a long-term commitment to natural resource improvement?

Again, the FFA is designed to develop skills and introduce students to fields in agriculture, and most of the time at Grand Rapids High School, it's in natural resources. It is my hopes that the organization develops professionals that will either immediately go into the field or go into a natural resources related post-secondary field, and upon completion of a degree, come back to the community with valuable skills that are currently increasing in demand. If for some reason they don't pursue a career in natural resources, they will still be educated in natural resource conservation awareness which will still give them the skills to be good stewards of the land. High school students are our future. We need to commit to their preparation to give them the knowledge and appreciation to not only protect, but manage our natural resources. We have developed a healthy partnership with Vermillion Community College with their credit acceptance of any FFA class offered at Grand Rapids High School, We are partnered with Itasca Community College to offer credit through the College In the Schools Natural Resource Management class and a test out option for the Geographic Information Systems class taught at GRHS. We work closely with the University of Minnesota Crookston as well through their Agriculture and Natural Resources Day where our students have earned over \$70,000 in scholarships. All these partnerships help enhance the chances of continued growth in natural resources sustainability through career development or awareness.

5. What will be the measurable benefits or outcomes of the proposed project? How will these outcomes be measured?

Proficiency of my students in FFA can be easily measured through Career Development Event scoring and grades in natural resources related classes, but in time we should see measurable benefits in the community when these students return and make the community more educated. I already have students educating at the middle school through the Forestry Education and Awareness Project. This project is through Itasca County, Itasca Community College, and the Blandin Foundation. We could see measurable improvements in water and air quality through better management practices either directly or indirectly through a FFA student in the future. Maybe we will see faster forest harvest rotations; maybe new integrated pest management plan will be created to control insects and their diseases. The possibilities are endless. They are all measured to some degree except for the intangibles such as leadership. The positive persuasiveness of a good leader is hard to measure, but it's priceless! The greatest return I am seeing at this point in my nine years of teaching is the fact that I have over 30 students working in the natural resources field currently, with more than half of them working in the Grand Rapids community right now. For the past couple of years the Carl Perkins Federal Grant Program tested the skills of our students at Grand Rapids High School; over 45 students have taken the federal test averaging 76% on their tests while the state average for these

same tests are 62%. That is a 14% higher than the state average. This was another good indication that we are doing things right. According to Carl Perkins “a student who takes 360 hours of agricultural education in a high school career has over 97% chance of graduating high school which is well above the state average. There are over 1,200 classroom hours offered over the span of the four years at Grand Rapids High School.

6. How does the proposed project demonstrate an immediacy of need for completion?

We have a very large budget to balance annually with increasing costs of travel and decreasing costs of grant money through tech prep. Costs can exceed \$15,000 annually with increasing transportation and lodging costs and an additional \$10,000 for the National FFA ENR and Forestry CDE contests we usually qualify for. Students are pushing harder than ever to raise money to remain a premier chapter. Most school districts fund the transportation, substitute teaching costs, and registrations for their FFA chapter. ISD 318 does not fund anything except the affiliate membership of its students. We get money through the Carl Perkins Grant which helps, but still leaves a gaping hole to cover. Applied Learning Institute only funds projects in mining and manufacturing, leaving agriculture, food, and natural resources out of the loop; this is shocking when we know it is an essential part of Itasca County. We would like to continue to focus our efforts more on skill development and community service instead of fundraising all the time. With the demand for natural resource professionals going up, FFA is a good recruitment and training tool to do this.

7. How does the proposed project demonstrate benefits in comparison to the costs?

Students coming out of the Grand Rapids FFA program are likely to have an advantage over students from other schools without FFA and even those with because the Grand Rapids High School does have a strong natural resources program, which is very unique in Minnesota. The application of their skills in FFA put them in a unique proficiency group ready for college and ready to compete for the best jobs on the market which hopefully will be in Itasca County. There is no doubt in my mind that Grand Rapids High School has the best natural resources students in the state in their age level, and a lot of this has to do with FFA competition. It's essential to a student here to gain an edge on their competition right out of high school through FFA. Why do I know this? Former students, college faculty and staff have said so. Can you measure this benefit? It might be hard, but it far exceeds the cost.

8. How does the proposed project demonstrate long-term benefits to natural resources in Itasca County?

Once again the Grand Rapids FFA produces professionals that will contribute to the sustainability of our natural resources in the future. When this happens, the high school program and FFA should continue to grow in the quality of the student that becomes a part of the program. This was evident last year with the support of the district to purchase affiliate FFA membership to all students who enroll in agricultural education at GRHS. The number of students requesting to come into the Natural Resources Department next fall at approximately 400 students, this is the thirteenth year in a row we have had enrollment above 400 students. Well over full capacity, we could have supported two full time teachers in my department again for the sixth year running. Remarkably, this is the same time period that Itasca County has funded us through the environmental trust fund. There is likely a positive correlation in this and not a coincidence. I'll be teaching a full time load next fall in addition to the district hiring out and additional 1.2 FTE to someone for this upcoming 2023-2024 school year. I am excited to see this expansion to offer even more opportunities to students to flourish in

food, fiber, and natural resources. The classes are designed to teach about sustainable management of these resources as well as examining and exploring career pathway opportunities.

Environmental Trust Fund Grant Education Questions

1. What kind of audience and age group(s) is the proposed project attempting to educate?

The Grand Rapids FFA membership is open to 7th grade through the age of 21. However the Grand Rapids FFA also educates elementary, middle, and high school students outside the membership. The grant money is primarily going to be used on 9th-12th grade students who compete in natural resources related career development events. As of last year, the school district decided to support affiliate membership, providing membership for all those who enroll in an ag education course. The grant money would be used to build high school leadership and career skills experienced at the University of Minnesota Crookston Ag and Natural Resources Activities Day, Region Two FFA Fall Rally, Region II Forestry and Wildlife Related Contests, and National FFA Environmental/Natural Resources and Forestry Career Development Events which we will have the opportunity to be competing in once again. This past year in addition to tree planting with the 4th grade classes, FFA students went down to the middle school and educated every single student about natural resources in Minnesota and what the program does at the high school to educate high school students and get them involved in natural resources. We also annually participate in the water summit, in which we run a watershed model for the sixth grade students to see where their water goes, and to see what they can do to protect it. We are in our second year of a program in the elementary schools to teach students about agriculture, food, and natural resources with first and second grade students from around the district at Cohasset and Murphy elementary schools. We are also continuing to host 7th grade students who come up to learn more about our Ag, Food, and Natural Resources Department.

2. How will the education components of the proposed project be disseminated?

The following are numerous ways the components are disseminated: through the internet, we have an active Facebook and Instagram account as well as use of local school district newsletters, Grand Rapids Herald Review, and even occasionally on the KAXE, KOZY, and ICTV radio stations. Co-Curricular activities and community activities are the basis of the component dissemination.

Part B: Environmental Trust Fund Grant Budget Fund Proposal 2023-2024 School Year

Requested Budget Items for the Grant Proposal

All career development events include costs in registration, transportation, and school sub day costs for Mr. Linder. The National FFA Convention, State FFA Convention and Ag Activities Day career development events also include lodging in the expenses.

Please note: Sub costs are based on a rate of \$120 per day. Suburban costs are estimated at a rate of \$0.54 per mile. Bus costs are estimated based on past trips to the same venue (because rates fluctuate widely based upon gas prices). Lodging is based on past room rates. Registration rates are based on pre pandemic registration rates. These costs are costs that cover only the necessary Forestry, Wildlife, and Natural Resources Issues or Marketing Forum CDE teams. Please note we will again be participating the National FFA Forestry & Wildlife (ENR) Career Development Events that we earned by winning state last April. There will no National CDE since we did not qualify for one for the first time in 13 years. Hopefully look to rebound with one or more next year. The budget will reflect this as a zero.

Natural Resource CDE Related Chapter Budget

◆ National FFA Convention (Forestry & ENR)	11/1-11/4/23	\$2000.00
◆ Ag Activities Day (NatR CDE's)	11/30-12/1/23	\$1000.00
◆ FFA Region II Wildlife CDE @ Brainerd	12/13/23	\$ 350.00
◆ Region II Forestry CDE @ ICC Grand Rapids	3/28/24	\$ 150.00
◆ State FFA Convention @ St. Paul	4/21-4/23/24	\$1000.00
◆ Region II Envirothon @ Bemidji	5/1/24	<u>\$ 500.00</u>
<i>Estimated Expenses</i>		<u>\$5000.00</u>
<i>Amount Requested</i>		\$5000.00

Total Grand Rapids FFA Chapter Budget (All inclusive chapter activities)

General Costs (Transportation, Lodging, Registration, Materials, Subs)	\$ 15,000
National Convention, Competition Year 2023 (Qualified last year)	<u>\$ 5,000</u>
	\$ 20,000

Carl Perkins Grant	-\$ 4,000
Fund Raiser Cnty Fair*	-\$ 1,500
FFA Holiday Fundraiser*	-\$ 1,000
Fruit Fundraiser*	-\$ 2,000
FFA Plant Sale*	-\$ 2,500
Eagles Meat Raffle*	-\$ 2,000
Environmental Trust Fund	<u>-\$ 5,000</u>
	\$15,000

Outstanding Chapter Fundraising to be Done to Date*	<u>\$ 2,000</u>
Inkind Match (*Indicates Inkind Fundraising)	\$ 11,000 Total

Part C: Project Outcomes

Part of the requirements of an Environmental Trust Fund Grant is to identify tangible or measurable outcomes of a project and how these outcomes will be measured. At the conclusion of the grant successful applicants are required to prepare and submit a final report that details how the project was undertaken and reports on the results or outcomes of the project. As a part of the application process project sponsors need to identify these outcomes and how they will be measured.

Project Outcome/Goal	How will this outcome be measured?
Five students participate as a team in the GRFFA Forestry career development event on the regional and state levels. Other students will take advantage of natural resources career information at the FFA Fall Rally and find out how FFA can improve their skills and provide them opportunities.	They should place in the top third of teams in competition on the regional level to qualify for state in St. Paul, Minnesota. The students attending Fall Rally mixed with the Forestry CDE at ICC, should be able to explain to me what they learned at the rally and how that will help them develop their own personal goals for the year.
Three or more FFA members compete in the Natural Resources Issues or Marketing Plan Career Development Event Team.	They should place in the top third of the teams in competition on the state level (State and National FFA CDE only)
Five students participate as a team in the GRFFA Wildlife career development event on the regional and state levels.	They should place in the top third of teams in competition on the regional level to qualify for state in St. Paul, Minnesota.
Future GRFFA Forestry, Wildlife (ENR), and Market Plan Team will compete on a high level of competency at the National FFA Convention. Fifteen new students will participate as three teams in the Region IIV Envirothon. Encourage these high achieving students who have competed in FFA to go into natural resources as a career choice via their declaration within a major that fulfill this goal. Encourage these FFA students to help promote awareness of the role that natural resources plays in a sustainable community such as Grand Rapids.	The team is hoping to achieve a gold ranking which would indicate that they placed in the top 33% of the competition. The teams always place in the top ten placing's or better in the region with at least one team expected to place in the top five. I would like to see at least two students per year go into a natural resources career field. On typical years it is more than one person. FFA members are expected to be involved with at least four events on the chapter level, one of which is education of our elementary or middle school students.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-209

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve Amendment to Land Contract Agreement

BOARD ACTION REQUESTED:

Approve amendment to the Land Contract and Purchase Agreement previously approved by the Itasca County Board of Commissioners on October 17, 2023 and authorize the necessary signatures.

BACKGROUND:

On October 17, 2023, per RBA 2023-3278, the Itasca County Board of Commissioners approved the Land Contract and Purchase Agreement dated October 10, 2023 between Boundary Co. and Itasca County to proceed with acquisition of 2,720 acres located in Township 150, Range 29. The approved Agreement is contingent upon Itasca County securing funding through the Lessard Sam Outdoor Heritage (LSOH) Fund. Both parties have agreed in principle to the attached amendment which further details the contingency and appraisal guidelines to meet the requirements of the LSOH Grant.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Land Contract & Purchase Agreement executed
2. FIRST AMENDMENT TO LAND CONTRACT AND PURCHASE AGREEMENT (002)

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------

LAND CONTRACT AND PURCHASE AGREEMENT

Between

Itasca County

And

Boundary Company

This document drafted by:
Itasca County Land Department
1177 LaPrairie Ave.
Grand Rapids, MN 55744

1. Parties. This Land Contract and Purchase Agreement ("this Agreement") is made on Oct. 10, 2023 between the Boundary Co., a Corporation under the laws of Minnesota having an address of P.O. Box 23, Bigfork, MN 56628 ("Seller"), and Itasca County (c/o Itasca County Land Commissioner), 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744 ("Buyer").
2. Offer/ Acceptance. Buyer offers to purchase and Seller agrees to sell real property legally described as follows, as set forth in the terms within this Agreement.

All of Section 13, Township 150, Range 29 ; West half of Northwest Quarter, Northeast Quarter and the South half of Section 14, Township 150, Range 29; West half Northeast Quarter, Southeast Quarter of the Northwest Quarter, West Half of the Northwest Quarter, West half of the Southwest Quarter, Northeast Quarter of the Southwest Quarter and Southeast Quarter, Section 15, Township 150, Range 29; East half of Northeast Quarter, Southwest Quarter of the Northeast Quarter, Southeast Quarter, Section 22, Township 150, Range 29; West half of Northeast Quarter, West half of Southeast Quarter and Southeast Quarter of the Southwest Quarter, Section 24, Township 150, Range 29 and Northeast Quarter, South half of Northwest Quarter and South half of Section 27, Township 150, Range 29, consisting of 2,720.92 acres.
3. Contingency. This purchase is contingent upon the Buyer obtaining the necessary grant funding to complete the purchase. This Agreement reflects the parties' intent to seek such funding and parties agree to cooperate and use best efforts to secure such funding within the term of this Agreement. If Buyer cannot secure funding as specified in this Agreement and this Purchase Agreement does not close by the specified deadline, this Agreement is canceled. Buyer and Seller shall reserve the right to re-negotiate and extend this Agreement. In the event an Agreement is not reached by the December 31, 2025, Buyer and Seller shall immediately sign a Cancellation of said Agreement.
4. Terms of Contingency. The Buyer is seeking funding from the Lessard Sam Outdoor Heritage Fund ("LSOH"). LSOH requires an appraisal of the property to be completed by a Level 4 Appraiser licensed in MN. The grant allows payment for said property not to exceed 110% of the appraised value. If the Seller disagrees with the price, they have the option to obtain their own appraisal.
5. Purchase Price and Terms. Buyer shall obtain appraisal. The grant allows payment for said property not to exceed 110% of the appraised value. The Buyer and Seller reserve the right to negotiate an agreed upon price upon completion of the appraisal.
6. Closing Date and Deadline. Funds granted by LSOH run on a yearly basis. In the event the funds are granted for this sale, the funds will be available July, 2025. The date of closing shall be scheduled upon availability of funds. In the event the Buyer does not received funding by December 31, 2025, this Agreement shall be null and void. Seller and Buyer agree to sign a Cancellation of said Agreement.

7. Third party purchaser. LSOH grants are often awarded to a conservation organization as a willing grant applicant/recipient with expertise in granting processes which does so with the intent to transfer interest in the property to a governmental entity. In the event, Itasca County enters an agreement with a conservation organization to complete the LSOH grant, as needed, with a third party conservation organization Buyer.
8. Stumpage rights. Buyer and Seller agree no timber shall be removed from the property described herein, unless mutually agreed upon, during the term of this Agreement.
9. Real Estate Taxes. Seller shall pay real estate taxes, at or before closing, as applicable, all real estate taxes due and payable in all years prior to the year of closing. Real estate taxes due and payable in the year of closing, if any, shall be pro-rated to Seller and Buyer based on the applicable Date of Closing.
10. Closing Costs and Related Items. The Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transactions contemplated by this Agreement; (b) fees for title evidence obtained by Buyer; and (c) the recording fees for this Agreement and the Deeds. Seller will pay (a) any transfer taxes and Well Disclosure fees required to enable Buyer to record the Deeds from Seller under this Agreement, and (b) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees.
11. Condition of Property. Seller makes no warranties as to the condition of the Property. Buyer and Seller understand and agree that the Purchase Price is the fair market value of the Property in as-is condition. Buyer acknowledges that they have inspected or have had the opportunity to inspect the Property and agree to accept the Property "AS IS."
12. Transfer of ownership. Seller shall sell and convey by Warranty Deed to the Buyer all of their right, title, and interest, except as otherwise specified herein, to the Property. The parties shall execute any and all documents necessary to transfer the Property in accordance with the real property law of State of Minnesota. The transfer is subject to extension for title curative matters pursuant to Marketability of Title as defined in this Agreement.
13. Marketability of Title. As soon as reasonably practicable after the execution of this Agreement by both parties, Buyer shall obtain the title evidence determined necessary or desirable by Buyer. Within 10 days of receiving the Title Evidence, Buyer shall obtain such opinions or commitments for title insurance as Buyer shall deem appropriate. Buyer may, within 15 days of receiving the Title Evidence, make written objections (the "Objections"), if any, to the form of the Title Evidence or to the content of any opinions or title commitments obtained by Buyer. Buyer's failure to make objections within such time period will constitute a waiver of objections. Any matter shown in any opinions or title commitments and not objected to by Buyer shall be a "permitted encumbrance" hereunder. Seller shall have sixty (60) days after receipt of Buyer's objections to satisfy the Objections or indicate that such Objections will be satisfied at or prior to Closing. If Seller is unable

or unwilling to satisfy the Objections and so notifies Buyer within said sixty (60) day period, then Buyer, at Buyer's option, may either (i) waive any Objections in which event Buyer shall be deemed to have accepted the condition of title; or (ii) terminate this Agreement in which event neither party shall have any further liability or obligation under this Agreement.

14. Well Disclosure. The Seller certifies that the Seller does not know of any wells on the described real property.
15. Individual Sewage Treatment System Disclosure. Seller has no knowledge of any individual sewage treatment system on or serving the Property.
16. Time is of the essence for all provisions of this contract.
17. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address shown at paragraph 1 above and, if mailed, are effective as of the date of mailing.
18. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota.
19. Specific Performance. This Agreement may be specifically enforced by the parties, provided that an action is brought within one year of the date of alleged breach of this Agreement.
20. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment of this Agreement will relieve the assigning party of primary liability for the performance of its obligations hereunder.
22. Complete Agreement. This is the final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. This Agreement may be amended only in a writing dated subsequent to the date of this Agreement and duly executed by all parties.

23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions herein will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the agreements contemplated herein are not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to affect the original intent of the parties.
24. No Merger of Representations, Warranties. All representations and warranties contained in this Agreement shall not be merged into any instruments of conveyance delivered at closing, and the parties shall be bound accordingly.
25. Recording. This Agreement shall be filed of record with the property office of the Itasca County Registrar of Titles and/or Office of County Recorder, as pertains to the Property.
26. Conflict of Interests. Seller and Buyer, to the best of their respective knowledge, represent and agree that no member, official, or employee of either Seller or Buyer shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of Seller or Buyer shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by Seller or Buyer, or for any amount which may become due to Seller or Buyer or successor or any obligations under the terms of this Agreement.
27. Provisions Not Merged With Deeds. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

In witness of the foregoing, the parties have executed this Agreement on the year and date written above.

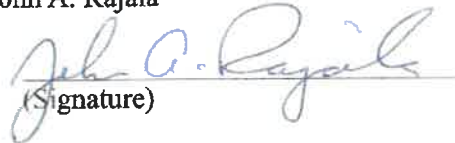
SELLER: BOUNDARY COMPANY

By: _____
Randolph B. Rajala


(Signature)

Its: President
(Type of authority)

By: _____
John A. Rajala


(Signature)

Its: Vice-President
(Type of authority)

State of Minnesota).
)ss
County of Itasca County)

This instrument was acknowledged to before me this 12 day of October, 2023, by Randolph B. Rajala, as President and by John A. Rajala, as Vice President of Boundary Co., a Corporation under the laws of Minnesota.



(Notary Seal)


Notary Public

Itasca County, Minnesota

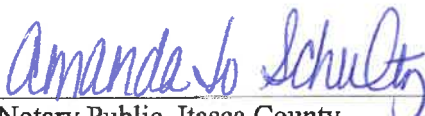
By: 
Burl Ives, Chairperson
Itasca County Board of Commissioners

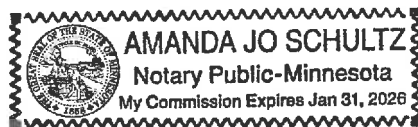

Brett Skyles
County Administrator

State of Minnesota)
)ss
County of Itasca)

On this 2nd day of January, 2023, ⁴Burl Ives, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

(Notary Seal)


Notary Public, Itasca County



FIRST AMENDMENT TO LAND CONTRACT AND PURCHASE AGREEMENT

This First Amendment to Land Contract and Purchase Agreement (this "Agreement") is entered into and made effective as of the _____ day of _____, 2024 and is by and between Boundary Co., a Corporation under the laws of Minnesota having an address of P.O. Box 23, Bigfork, MN 56628 ("Seller"), and Itasca County (c/o Itasca County Land Commissioner), 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744 ("Buyer").

WITNESSETH:

Seller and Buyer, entered into that certain Agreement dated October 10, 2023. Seller and Buyer desire to amend the Agreement, as set forth below.

NOW THEREFORE, the Seller and Buyer agree as follows:

1. **Recitals.** The recitals set forth above are accurate and hereby incorporated into the Agreement by reference thereto. All other terms not defined herein shall have the same meaning set forth in the Agreement.
2. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.
3. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.
4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
5. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

6. Amendment.

- a. Terms of Contingency pursuant to paragraph 4 of the Agreement is hereby amended to read as follows:

The Buyer is seeking funding from the Lessard Sam Outdoor Heritage Fund ("LSOH"). LSOH requires a certified appraisal/review of the property to be completed by a Level 4 Appraiser licensed in MN and a purchase agreement based on the appraisal results. The grant will cover the costs of an appraisal and appraisal review and this usually takes two to three months. Department of Natural Resources will conduct the review. The appraisal needs to be in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), as required by the Outdoor Heritage Fund grant.

The Seller has the option to obtain their own appraisal. However, the Outdoor Heritage Fund grant requires the Seller's appraisal be completed to the same standards mentioned above and both appraisals need to be reviewed at the same time. The DNR will then review both appraisals. Seller agrees purchase price will be appraised value accepted by the DNR. Sale is contingent upon the grant being approved at the DNR approved appraised value.

- b. Purchase Price and Terms pursuant to paragraph 5 of the Agreement is hereby amended to read as follows:

The grant does not allow for a purchase price above appraised value approved by the DNR. The Seller reserves the right to reject the appraised purchase price, in the event it is less than \$750.00 an acre. The Buyer and Seller reserve the right to negotiate an agreed upon price. Upon agreement of a purchase price, parties shall enter into a Purchase Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above written.

SELLER: BOUNDARY COMPANY

Signed: _____	Signed: _____
Randolph B. Rajala	John A. Rajala
President, Boundary Company	Vice-President, Boundary Company

State of Minnesota)
)ss
County of Itasca County)

This instrument was acknowledged to before me this ____ day of _____, 2024, by Randolph B. Rajala, as President and by John A. Rajala, as Vice President of Boundary Co., a Corporation under the laws of Minnesota.

(Notary Seal)

Notary Public

BUYER: ITASCA COUNTY, MINNESOTA

Signed: _____	Signed: _____
John Johnson, Chairperson	Brett Skyles
Itasca County Board of Commissioners	Itasca County Administrator

State of Minnesota)
)ss
County of Itasca)

On this ____ day of _____, 2024, John Johnson, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

(Notary Seal)

Notary Public, Itasca County



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-208

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

LSOH Grant Application, Letter of Support and Consultant Insurance Limits

BOARD ACTION REQUESTED:

Approve grant application, letter of support, and grant acceptance, if awarded, to Lessard Sam's Outdoor Heritage Fund (LSOH); approve insurance limits with Northern Waters Land Trust for LSOH grant consulting services; and authorize necessary signatures.

BACKGROUND:

On October 17, 2023, the Itasca County Board of Commissioners approved the Land Contract and Purchase Agreement dated October 10, 2023 between Boundary Co. and Itasca County on the final phase of a land consolidation and acquisition project for 2720 acres located in Township 150, Range 29. The approved Agreement is contingent upon Itasca County securing funding through the Lessard Sam Outdoor Heritage (LSOH) Fund. The deadline for funding proposals to LSOH is May 26, 2024. Itasca County Land Department seeks the approval to apply and accept, if awarded, the LSOH grant per the terms of said Land Contract and Purchase Agreement dated October 10, 2023. The attached Letter of Support will be made a part of the submitted LSOH application. Itasca County Land Department is also seeking the attached insurance limits for professional consultation services of Northern Waters Land Trust limited to the LSOH grant proposal.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Lessard Sams ML2025_FY2026_Call
2. Letter of Support_Itasca Co Bd
3. NWLT_Certificate

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------



Lessard–Sams Outdoor Heritage Council

Outdoor Heritage Fund

FY 2026/ML 2025 Call for Funding Request

April 1, 2024

Deadline for Submission: Friday, May 24, 2024 at 4:00 p.m.

Constitutional Amendment – Article XI

Sec. 15. Outdoor heritage.....funds.....are dedicated, for the benefit of Minnesotans.....and may be spent only to restore, protect, and enhance wetlands, prairies, forests, and habitat for fish, game, and wildlife;.....The dedicated money under this section must supplement traditional sources of funding for these purposes and may not be used as a substitute. Land acquired by fee with money deposited in the outdoor heritage fund under this section must be open to the public taking of fish and game during the open season unless otherwise provided by law.

Available Funding

The Lessard-Sams Outdoor Heritage Council (LSOHC) is charged with making annual recommendations to the Minnesota Legislature for appropriations from the Outdoor Heritage Fund (OHF). The Council currently **estimates approximately \$130 million will be available for appropriation recommendations** from the OHF in fiscal year 2026 (July 1, 2025 - June 30, 2026). This estimate may be revised after November, 2024. The Call for Funding Request is open to all who want to apply.

Successful applicants must:

1. Complete the electronic application form found at www.lsohc.mn.gov/FY2026 by **4:00 p.m., Central Standard Time, Friday, May 24, 2024**. A confirmation e-mail will be sent to the applicant upon successful completion of application;
2. Request a minimum of \$500,000. Proposals less than \$500,000 should be submitted to the [Conservation Partners Legacy Program](http://www.dnr.state.mn.us/grants/habitat/cpl/index.html) (<http://www.dnr.state.mn.us/grants/habitat/cpl/index.html>);
3. Be consistent with the Minnesota Constitution, statute, and state law, and laws on tribal self-governing harvest regulations; including MN Statutes [97A.056](#), and MN Statutes [84.973](#) (Pollinator Habitat Program) MN Statutes 16B.97 – 16B.981 (Grants management process);
4. Be current with all reporting requirements for past Outdoor Heritage Fund appropriations;
5. Be available to make a formal presentation, testify at meetings, answer questions as necessary and be queried by LSOHC members and staff based on accurate completion of the details provided;
6. Be recommended for funding by the LSOHC; and

7. Be appropriated funds in the 2025 Minnesota Legislative Session, with funding availability beginning fiscal year 2026 (July 1, 2025 – June 30, 2026).

Proposal Requirements

Through this Call for Funding Request, the Council is seeking habitat program or project proposals to recommend for funding that:

1. Are consistent with the Minnesota Constitution, statute, and state law, and laws on tribal self-governing harvest regulations; including MN Statutes [97A.056](#), MN Statutes [84.973](#) (Pollinator Habitat Program), and MN Statutes 16B.97 – 16B.981 (Grants management process)
2. Are of primary benefit to fish, game, and wildlife;
3. Address the LSOHC Ecological Section Vision and Priorities (attached) in this Call for Funding Request;
4. Demonstrate a capability to successfully manage and implement the project/program(s) being requested;
5. Demonstrate the ability to identify and establish the financial and managerial controls needed to successfully and fully implement the proposed project/program;
6. Provide an up-to-date external financial audit or its equivalent of your organization with no serious adverse findings;
7. Are transparent, understandable, and accessible by the public for input and review;
8. Protect and advance the public interest;
9. Are grounded in science and reflect “best practices” for natural resource management;
10. Take into account existing conservation delivery systems;
11. Encourage efficient and effective conservation solutions;
12. Request a realistic monetary amount given the stated scope and timeframe (shorter time frames are viewed positively by the Council).
13. Request funding or identify funding for the restoration and enhancement of acquired parcels. Restoration and enhancement of acquired parcels should be completed during the appropriation period.

Note: Individual applicants cannot submit multiple requests for funding on the same project. If this is done, the Council reserves the right to reject those proposals.

Terms of the Funding

Payment

The expenses must be direct to and necessary for the program or project, as determined by the state’s fiscal agent, and must protect, enhance or restore prairies, wetlands, forests or habitat for fish, game and wildlife. The funds may not be used for general organization support or overhead. Funds may not be used for fundraising from other sources. Funds may be used for planning and evaluating habitat programs or projects paid for with the OHF; however, the evaluation and planning expenses must be direct to and necessary for the program or project, as presented to the Council. For non-state entities, payment is reimbursement for expenses incurred.

Timing

Recommendations that come forth from this Call for Funding Request will go before the 2025 Legislature. Reimbursable expenses may be incurred on or after July 1, 2025, or the date on which the LSOHC approves the accomplishment plan, whichever is later. Unless otherwise provided by the legislature during the appropriations process, the funds are available as follows:

Acquisition Programs (all work is taking place on acquired parcels)

Acquisition Funds: July 1, 2025 – June 30, 2029 (4 years)

Restoration and Enhancement Funds (on acquired parcels): 4 years after date of acquisition with a maximum end date of June 30, 2033.

Restoration and/or Enhancement Only Programs (work is taking place on previously protected lands)

July 1, 2025 – June 30, 2030 (5 years)

Acquisition and Restoration and/or Enhancement Programs (work is taking place on acquired and previously protected lands)

Acquisition Funds: July 1, 2025 – June 30, 2029 (4 years)

Restoration and Enhancement Funds (on acquired parcels): 4 years after date of acquisition with a maximum end date of June 30, 2033.

Restoration and Enhancement Funds (on previously protected lands): July 1, 2025 – June 30, 2030 (5 years)

Schedule

April 1, 2024	Call for Funding Issued
May 24, 2024	Deadline: Call for funding proposals due
July 17, 2024	Deadline: LSOHC members submit selections for proposal presentations
July 30, 2024*	Council Meeting: Review proposals and select proposals for hearings
August 26-28, 2024*	Council Meeting and Proposal Hearings
September 16, 2024	Deadline: LSOHC members submit individual allocation selections
October 3, 2024*	Council Meeting: Initial allocation selection
October 21, 2024	Deadline: Draft accomplishment plans submitted that reflect allocation recommendations for programs selected for funding
November 19, 2024*	Council Meeting: LSOHC members review draft accomplishment plans
December 10, 2024*	Council Meeting: Final bill adopted for recommendation to legislature
June, 2025	Council Meeting: Final accomplishment plans approved
July 1, 2025	First day of project period

* Project managers are asked to attend to provide information.

Note: Dates are subject to change. Always check the [LSOHC website](#) for the current schedule.

<i>For information and assistance:</i> Lessard-Sams Outdoor Heritage Council 658 Cedar Street Centennial Office Building, 1st Floor St. Paul, MN 55155 www.lsohc.mn.gov	<i>LSOHC Staff</i> Mark Wm. Johnson, Executive Director 651-296-6397 mark.johnson@lsohc.mn.gov Joe Pavelko, Assistant Director 651-297-7142 joe.pavelko@lsohc.mn.gov Sandy Smith, Project Analyst Manager 651-297-7141 sandy.smith@lsohc.mn.gov Amanda Schnabel, Commission Assistant 651-284-6430 amanda.schnabel@lsohc.mn.gov
---	---

Hearing Criteria

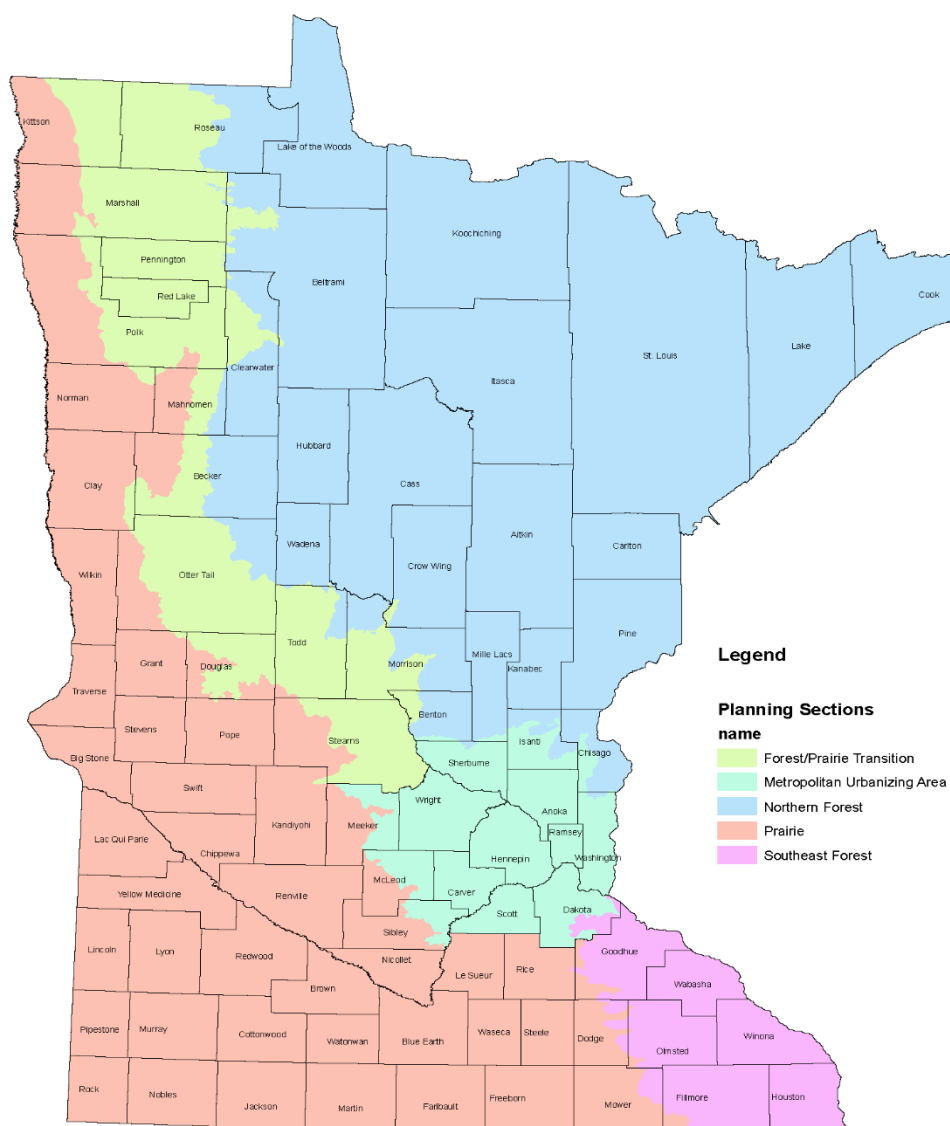
Proposals will be reviewed and scored by LSOHC members based on the following criteria. The scoring process will be used to help evaluate proposals and aid in the recommendation process. High scorers are not guaranteed funding and low scorers are not necessarily excluded from receiving funding.

HEARING CRITERIA	Max Points
1. Proposal abstract provides a clear and succinct overview of the proposal activity, outputs, and outcomes.	10
2. Proposal is clearly written and adequately addresses: Who, What, Where, When, Why, and How.	10
3. Proposal addresses habitats that have significant value for wildlife species of greatest conservation need, and/or threatened or endangered species.	10
4. Degree of timing/opportunistic urgency.	10
5. Proposal will leverage or expand corridors and/or complexes, and/or address habitat fragmentation.	10
6. Proposal outcomes will help address habitat climate resilience and will provide benefit to associated fish and wildlife species in a meaningful way.	10
7. Proposal addresses priority actions and outcomes of one or more of the ecological sections and is likely to produce and demonstrate significant and/or permanent conservation legacy and/or habitat outcomes for fish, game and wildlife.	10
8. Performance measures are clearly identified and have a specific plan for measuring and evaluating outcomes.	10
9. Proposal outcomes will be maintained over time.	10
10. Proposal includes leverage.	10
11. Proposed budget is appropriate to accomplish the outcomes described in the scope of work.	10
12. Proposal seems reasonable in its size (full score) or seems inflated to compensate for potential of reduced funding (low score).	10
Maximum Points Possible	120

LSOHC Ecological Sections

Minnesota Law specifies, “The council shall use the regions of the state based upon the ecological regions and sub-regions developed by the Department of Natural Resources and establish objectives for each region and sub-region to achieve the purposes of the fund outlined in the state constitution.” MS97A.056, Subd. 3(h).

For purposes of developing the framework that will be used to guide expenditures from the OHF over the next 25 years, the Council has identified five Lessard-Sams Outdoor Heritage Council Sections (LSOHC Sections). These are an aggregation of the state’s ten Ecological Sections.



Northern Forest Section Vision

The Council's vision for the Northern Forest Section contains clear view of the desired future condition for the section's forest lands, lakes and wetlands, and wildlife habitat.

Forestland should be universally accessible for forest management purposes as well as protected from development and fragmentation. Private in-holdings in public forests and key properties for habitat and stand management, adjacent to existing ownership should be acquired, with an eye toward ensuring no net loss of forestland. Of special concern is the condition of brushlands within the forestlands. These lands, along with early successional forest habitat are crucial for game species and non-game species and need restoration and enhancement work so as to ensure ample availability of this habitat type.

Lakes and wetlands supporting healthy fish populations are fundamental to the future of the Northern Forest Section. Lakes and streams with protected shoreland and restored watersheds will produce quality warm and cold-water aquatic systems. Those resources will provide the aquatic habitat required to support excellent fish populations and other aquatic organisms.

The Northern Forest Section is home to both cherished and unique Minnesota wildlife populations. It is imperative that the wildlife habitat of this Section support those populations. Healthy wild rice wetlands and shallow lakes that provide important habitat for a wide range of game and non-game wildlife are clearly front and center in the Council's vision. These and other key habitats are envisioned to protect habitat for endangered, threatened and species of special concern and more common species.

Priority Actions for the Northern Forest Section with Examples of Outcome Measures

Priorities actions are not in order of preference or importance.

- Protect shoreland and watersheds to restore or enhance critical habitat on wild rice lakes, shallow lakes, cold water lakes, streams and rivers, and spawning areas.
 - Forestlands are protected from development and fragmentation (*acres protected from development and fragmentation; average size protected complex; acres of forestlands with high connectivity to other forestlands protected*)
 - Healthy populations of endangered, threatened, or special concern species, species in greatest conservation need, and more common species – emphasis on unique species (*Population levels of focal forest game species, focal species in greatest conservation need; number and acreage of native plant communities with high biodiversity significance*)
- Provide access to manage habitat on landlocked public properties or protect forest land from parcelization and fragmentation through fee acquisition, conservation or access easement.
 - Greater public access for wildlife and outdoors-related recreation (*# of access points, % population with access within distance*)
 - Landlocked public properties are accessible with increased access for land managers (*# of landlocked properties accessed, % decrease in landlocked properties*)
- Restore and enhance habitat on existing protected properties, with preference to habitat for rare, endangered or threatened species identified by the Minnesota County Biological Survey.
 - Increased availability and improved condition of riparian forests and other habitat corridors (*acres, habitat connectivity*)

- Restore forest-based wildlife habitat that has experienced substantial decline in aerial extent in recent decades.
 - Improved aquatic habitat indicators (*index of biotic integrity and other aquatic habitat indicators*)
 - Increased availability and improved condition of habitats that have experienced substantial decline (*e.g., acres of pine and brushland*)
- Protect from long term or permanent endangerment from invasive species.

Forest/Prairie Transition Section Vision

The Council's future for the Forest/Prairie Transition Section envisions diverse and productive remnant tracts of native prairie, forests grasslands, wetlands, lakes and rivers, and their associated fish and wildlife habitat.

The Council sees a future when ample grasses and other vegetation on shorelands and higher in the watershed keeps water on the land. This will yield clean lakes and streams, steady lake and stream levels, and improved aquatic vegetation, providing a plentiful supply of habitat for fish, game and wildlife in the Section, especially habitat for waterfowl and upland birds.

These rivers and streams and their surrounding vegetation will provide corridors of habitat including intact areas of forest cover in the eastern reaches of the Section, and large wetland/upland complexes in the more westerly areas. These wetland/upland complexes will consist of native prairies, restored prairies, quality grasslands and restored shallow lakes and wetlands.

Priority Actions for Forest/Prairie Transition Section with Examples of Outcome Measures

Priorities actions are not in order of preference or importance.

- Protect, enhance and restore wild rice wetlands, shallow lakes, wetland/grassland complexes, aspen parklands, and shoreland that provide critical habitat for game and non-game wildlife.
 - Protected, restored, and enhanced aspen parklands and riparian areas (*evidence of successful projects, connectivity of protected habitats, connectivity of forest habitats via corridors*)
 - Wetland/upland complexes will consist of native prairies, restored prairies, quality grasslands, and restored shallow lakes and wetlands (*# and type grassland bird conservation areas protected and restored; average size of complex, grassland and wetland acres; ratio grassland/upland; Increased grass cover %; #protected sites connected via corridor*)
- Protect, enhance and restore rare native remnant prairie.
 - Wetland/upland complexes will consist of native prairies, restored prairies, quality grasslands, and restored shallow lakes and wetlands (*# and type grassland bird conservation areas protected and restored; average size of complex, grassland and wetland acres; ratio grassland/upland; increased grass cover %; #protected sites connected via corridor*)
 - Remnant native prairies are part of large complexes of restored prairies, grasslands, and large and small wetlands (*Acres/percent of priority prairie wetland complexes protected under conservation management; # and type grassland bird conservation areas protected and restored; average size of complex, grassland and wetland acre (minimum of 40% grass and 20% water in prairie core areas); % and #protected sites connected via corridor*)

- Protect, enhance and restore migratory habitat for waterfowl and related species, so as to increase migratory and breeding success.
 - Water is kept on the land (*due to abundant grasses and other vegetation on shorelands and higher in the watershed*); (#/miles protected floodplain, saturated, and fen wetlands; # protected high gradient stream reaches; evidence of restored natural hydrology)
 - Improved aquatic vegetation (*Evidence of healthy aquatic vegetation, low turbidity*)
 - Rivers and streams (and surrounding vegetation) provide corridors of habitat including intact areas of forest cover in the east and large wetland/upland complexes in the west (*Evidence of use in migration, connectivity of protected lands, # and extent of complexes; acres restored riparian vegetation*)
 - Increased waterfowl and upland bird migratory and breeding success (*Population levels of focal game species and species in greatest conservation need, # small basins and permanent wetlands, wetlands in high density nesting areas, wetlands with adjacent grassland*)
- Protected, restored, and enhanced habitat for waterfowl, upland birds, and species of greatest conservation need (*evidence of successful projects, connectivity of protected habitats, # MCBS sites*)
- Protect from long term or permanent endangerment from invasive species.

Metro Urbanizing Vision

The Council's vision for the Metropolitan Urbanizing Section is the protection of a network of natural lands in the Section providing wildlife habitat, birding sites, quality fisheries, especially cold-water fisheries, and a forest land base that contributes to the habitat picture.

These natural lands in the Metropolitan Urbanizing Section include complexes of restored and perpetually protected wetlands, prairies, and forests, providing habitat benefits and access. These will have core areas spaced proportionally throughout the section with protected highly biologically diverse wetlands and plant communities including native prairies. Where possible, the habitats will connect, making corridors for wildlife and species in greatest need of conservation, and hold wetlands and shallow lakes open to public recreation and hunting. The Section's game lakes will be significant contributors of waterfowl production, due to efforts to protect uplands adjacent to game lakes. In the corridors, the streams, rivers and lakes will be protected by vegetative buffers and bank stabilization along riparian areas. Remnant oak savanna will be protected and its health restored, as will forests contributing to quality fisheries. As a result, cold-water streams and lakes will provide high quality fisheries within an hour's drive of the majority of the state's population. Where possible, invasive species will have been permanently eradicated.

Priority Action for Metropolitan Urbanizing Area with Example of Outcome Measures

Priorities actions are not in order of preference or importance.

- Protect, enhance and restore remnant native prairie, Big Woods forests and oak savanna with an emphasis on areas with high biological diversity.
 - Core areas protected with highly biologically diverse wetlands and plant communities including native prairies. (*% of 2010 remaining prairie and oak savanna protected, % protected sites that are MCBS sites, % adequately buffered/connected, average size of core complexes, evidence of successful R/E projects*)

- A forest land base that contributes to the habitat picture (*High quality forests, including oak savanna and Big Woods complexes are restored/protected, evidence of use by species dependent on these habitats, particularly SGCN, evidence of successful watershed approaches...e.g., reduced erosion*)
- Protect habitat corridors, with emphasis on the Minnesota, Mississippi and St. Croix rivers (bluff to floodplain.)
 - A network of natural land habitats will connect, making corridors for wildlife and species in greatest need of conservation (*Corridors connecting protected areas, evidence of SGCN and other wildlife using corridors, acres of “green infrastructure” corridors protected*)
 - Protected habitats will hold wetlands and shallow lakes open to public recreation and hunting. (# *access points, user satisfaction*)
- Enhance and restore coldwater fisheries systems.
 - High quality aquatic habitat (*streams, rivers and lakes protected by vegetative buffers along riparian areas, aquatic indicators...mussels, fish populations, increased water quality and water on a site*)
- Protect, enhance and restore riparian and littoral habitats on lakes to benefit game and non-game fish species.
 - Game lakes are significant contributors of waterfowl population, due to efforts to protect uplands adjacent to game lakes (# *impaired lakes, evidence of lake use/success, nesting success, etc.*)
- Protect from long term or permanent endangerment from invasive species.

Southeast Forest Section Vision

The Council recognizes the Southeast Forest Section of Minnesota is a unique place, largely untouched by recent glaciers that covered most of Minnesota. The underlying karst geology and overlying remnants of the Big Woods are not found elsewhere in Minnesota. The ages have left a legacy of warm and cold water streams and rivers, floodplains, hardwood forests, remnant bluffland prairies, and striking topographic relief that provides diverse habitat worthy of protection.

In the forested parts of the Southeast Forest Section the Council sees a future of restored and protected oak savanna and mixed deciduous forest lands making up large blocks of protected property, accessible for resource management purposes.

The cold and warm water streams of the region will be protected and enhanced by work in and along streams as well as work streamside to the top of the watershed to slow runoff and keep aquatic habitat clean and productive, with prolific fish, game and wildlife populations.

Southeast Forest Section wildlife habitat will be established in large corridors and complexes of restored and protected, biologically diverse habitat typical of the un-glaciated region. As a result, the Section's endangered or threatened species will find habitat, such as goat prairies, in which to survive, alongside more common species of interest to Minnesotans. The Mississippi River and associated floodplain and bluffs, as well as the feeder streams will be an important part of this network of corridors and complexes.

Priority Actions for Southeast Forest Section with Examples of Outcome Measures

Priorities actions are not in order of preference or importance.

- Protect forest habitat through acquisition in fee or easement, to prevent parcelization and fragmentation and to provide the ability to access and manage landlocked public properties.
 - Forestlands and savannas are protected from parcelization and fragmentation and accessible for resource management purposes (*acres protected from development and fragmentation, acres of forestlands with high connectivity to other forestlands protected, # landlocked properties accessed, % decrease in landlocked properties*)
- Protect, enhance and restore habitat for fish, game and non-game wildlife in rivers, cold water streams and associated upland habitat.
 - High priority riparian lands are protected from parcelization and fragmentation (*acres protected*)
 - Stream to bluff habitat restoration and enhancement will keep water on the land to slow runoff and degradation of aquatic habitat (*index of biotic integrity and other aquatic and shoreline habitat indicators, acres of riparian forest, increased water infiltration*)
 - Rivers, streams and surrounding vegetation provide corridors of habitat (*Evidence of use in migration, connectivity of protected lands, # and extent of complexes*)
- Protect, enhance and restore remnant goat prairies.
 - Remnant goat prairies are perpetually protected (*% of remnant goat prairies protected, evidence of increased goat prairie habitat quality*)
- Restore forest-based wildlife habitat that has experienced substantial decline in aerial extent in recent decades.
 - Large corridors and complexes of biologically diverse wildlife habitat typical of the unglaciated region are restored and protected (*Connectivity of wildlife habitat, average size protected complex, # and acreage of native plant communities with high biodiversity significance, evidence of migratory success*)
 - Healthy populations of endangered, threatened, and special concern species as well as more common species (*population levels of focal game species, focal species in greatest conservation need*)
- Protect from long term or permanent endangerment from invasive species.

Prairie Section Vision

The Council sees the future of the Prairie Region as vital to the future of waterfowl, grassland birds and other wildlife dependent on native and restored prairies, shallow lakes, wetlands, and grasslands. The prairie region of Minnesota was once home to some of the largest herds of grazing animals the world has ever known. It also contains within its borders, a portion of the Prairie Pothole Region; the birthplace of 70 percent of North America's waterfowl. Unique components of this section are the prairie rivers, large and small, from the Red and Minnesota Rivers to their tributaries in adjacent watersheds. This section also contains some of the largest freshwater marshes in North America.

The Prairie Section of Minnesota is now one of the most altered rural landscapes in the world, with 90 percent of its native prairie and wetlands now under plow. The native prairie and wetlands that remain should be perpetually protected. Where possible these remnant native prairies should be part of large complexes with a goal of nine square mile parcels. These parcels should include restored prairies, grasslands, large and small wetlands that will create buffers to the native prairie and provide the density

of habitat needed by fish, game and wildlife. Key core parcels should be set aside as areas managed for game species as well as refuges for fish, game or wildlife, and endangered or threatened species. Special emphasis should be put on extremely uncommon Minnesota species with unique or specific habitat requirements.

The Prairie Section waters, affected by agricultural practices which increase run off over natural levels, will have benefitted from revitalized and expanded shoreland buffers and work to enhance shallow lake productivity for a variety of shorebirds and waterfowl. As a result of concentrated work of this type, combined with restored and enhanced upland habitat, historically significant resources for migratory waterfowl, such as the Heron Lake and Swan Lake Watersheds will once again be important landscapes for many species of migrating birds. Likewise, the Red River Valley will provide abundant wildlife habitat while simultaneously keeping water on the land to reduce flood potential.

The Prairie Section is the home to a critical portion of the state's wildlife-related lands. The Council sees these being increasingly productive in the future, as the result of restoration and enhancement of native prairie, grassland and associated watershed, including the shallow lakes of this section. In the southeastern part of the Section there are precious remnants of the Big Woods and oak savanna. They will also be targeted for protection.

Priority Actions for the Prairie Section and Examples of Outcome Measures

Priorities actions are not in order of preference or importance.

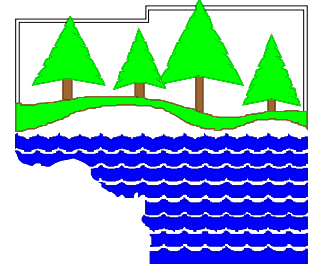
- Protect, enhance, or restore existing wetland/upland complexes, or convert agricultural lands to new wetland/upland habitat complexes.
 - Key core parcels are protected for fish, game and other wildlife (*acres/percent of priority key parcels protected in fee or permanent easement*)
 - Increased participation of private landowners in habitat projects (*acres habitat P/R/E in private adjacent/near projects*)
 - Improved condition of habitat on public lands (*evidence of successful R/E projects*)
 - Restored and enhanced upland habitat (*evidence of successful restoration/enhancement projects*)
 - Agricultural lands are converted to grasslands to sustain functioning prairie systems. (*Acres/percent of priority key parcels are converted*)
 - Improved access to public lands (*# access points, acres of protected lands open for public access, % population with access within distance*)
 - Water is kept on the land to reduce flood potential and degradation of aquatic habitat (*Watershed yield (indic. in dev.); evidence of restored natural hydrology; #/area/miles of protected floodplain, saturated, and fen wetlands*)
- Protect, enhance and restore remnant native prairie, Big Woods forests and oak savanna.
 - Protected, enhanced and restored remnants of big woods and oak savanna (*% of large remnants (>500 acres) of big woods and oak savanna protected*)
 - Remnant native prairie and wetlands are perpetually protected and adequately buffered (*Percent of remnant native prairie and wetlands protected, acres of remnant prairies with adequate buffers*)
 - Remnant native prairies are part of large complexes of restored prairies, grasslands, and large and small wetlands (*Acres/percent of priority prairie wetland complexes protected under conservation management; # and type grassland bird conservation areas protected and restored;*

average size of complex, grassland and wetland acre (minimum of 40% grass and 20% water in prairie core areas); % and # protected sites connected via corridor)

- ☐ Restore or enhance habitat on public lands.
 - Increased wildlife productivity (evidence of increased productivity on specific lands; population levels of focal game and Species in Greatest Conservation Need)
- ☐ Protect, restore and enhance shallow lakes.
 - Protected, restored and enhanced shallow lakes (% of priority shallow lakes protected, evidence of successful restoration/ enhancement projects)
 - Improved aquatic vegetation (Evidence healthy aquatic vegetation, low turbidity)
 - Enhanced shallow lake productivity (degree of use by shorebirds and waterfowl)
- ☐ Protect expiring Conservations Reserve Program (CRP) lands.
 - Key core parcels are protected for fish, game and other wildlife (*Acres/percent of priority key parcels protected in fee or permanent easement*)
- ☐ Protect, enhance and restore migratory habitat for waterfowl and related species, so as to increase migratory and breeding success.
 - Protected, restored, and enhanced habitat for migratory and unique Minnesota species
 - (*degree of fall use of significant resources by migratory waterfowl; evidence of successful projects, connectivity of protected areas via riparian corridors*)
- ☐ Protect from long term or permanent endangerment from invasive species.

ITASCA COUNTY

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



May 14, 2024

Lessard-Sam's Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155

RE: Itasca County Veterans Memorial Forest, Phase 3- Outdoor Heritage Grant Proposal

Dear Council Members,

This is to confirm the Itasca County Board of Commissioners supports the Itasca County Land Department's proposal to pursue Lessard-Sam's Outdoor Heritage Council grant funds to acquire 2,720 acres currently owned by Boundary Company in Nore Township located in northwestern Itasca County. The acquisition will meet the Itasca County strategic land management goals of improving public access to county-managed and other public lands in the area and of consolidating ownership for habitat and for more efficient management of these lands.

Itasca County understands that a representative will notify Itasca County once a formal option agreement has been signed and they may request a formal County Board Resolution if it is required by law.

Sincerely,

John Johnson
Chair, Itasca County Board of Commissioners

Equal Opportunity Employer



NORTWAT-01

ANDJA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

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

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

PRODUCER First National Insurance Services P.O. Box 520 Walker, MN 56484	CONTACT NAME: Janyce Andress	
	PHONE (A/C, No, Ext): (218) 675-3454 FAX (A/C, No): (218) 547-4721	
	E-MAIL ADDRESS: janyce@fninorth.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto Owners Insurance Company	18988
INSURED Northern Waters Land Trust P. O. Box 124 Walker, MN 56484	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		08028880	1/28/2024	1/28/2025	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			08028880	1/28/2024	1/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	A106580795	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder is additional insured for General Liability.

CERTIFICATE HOLDER

CANCELLATION

Itasca County 1177 LaPrairie Avenue Grand Rapids, MN 55744	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-199

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Joe Dasovich

AGENDA ITEM:

2024 Federal Boating Safety Supplemental Patrol Grant Agreement

BOARD ACTION REQUESTED:

Approve and authorize signatures necessary to execute the Federal Supplemental Boating Safety Patrol Grant Agreement and Conflict of Interest Statement between the State of Minnesota (DNR) and the Itasca County Sheriff's Office.

BACKGROUND:

This annual grant supplements our regular boat and water grant and provides additional funds to support extra boat patrol in Itasca County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024 Federal Boat Grant
2. Conflict of Interest Disclosure Form for Grantees
3. Letter of Intent

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**2024 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 246048

PO #: 3-250387

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type REIMB	Vendor Number 0000197296-001
Total Amount \$8000	Project ID R29G70CGBLA23	Billing Location R297000221	UEI NHLFNZ9GKFA8	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A7CG002
--------------	---------------------------	-----------------------	----------------------	-------------------	---------------------

Grant Begin Date May 10, 2024	Grant End Date September 2, 2024
----------------------------------	-------------------------------------

Grantee Name and Address:

Itasca County Sheriff's Office
108 NE 5th Street
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)

Itasca Co. Treasurer
108 NE 5th Street
Grand Rapids, MN

**2024 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Itasca County Sheriff's Office, 108 NE 5th Street, Grand Rapids, MN 55744 (DUNS NHLFNZ9GKFA8) ("Grantee"). The payment address for this grant contract agreement is Itasca Co. Treasurer, 108 NE 5th Street, Grand Rapids, MN.

Recitals

1. Under Minnesota Statute §84.026, §86B.101 and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** May 10, 2024. Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 2, 2024 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to eight thousand dollars.
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed eight thousand dollars.

- 4.2 **Payment**

- (a) **Invoice.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 6, 2021,

- unless an extension is requested in writing from the Grantee and approved in writing from the State.
- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit B is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Joe Dasovich, Itasca County Sheriff's Office, 108 NE 5th Street, Grand Rapids, MN 55744, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract 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 grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

The 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 grant contract agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

- 10.1 **Government Data Practices.** The 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 contract

agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 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.

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract 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 contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

16.1 **Termination by the State.** (a) The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) **Termination by The Commissioner of Administration.** Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement that reasonable progress has not been made 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.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:
(a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, 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 grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the 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.

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. Federal Boat Patrol Grant Contract Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: **Pamela D. Brisson** Digitally signed by Pamela D. Brisson
Date: 2024.04.01 12:34:41 -05'00'

Date: 04/01/2024

SWIFT Contract # 246048

Purchase Order # 3-250387

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**2024 FEDERAL BOATING SAFETY
SUPPLEMENTAL PATROL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays do not qualify for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. The program shall begin on Friday, May 10, 2024 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 2, 2024. The Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2024 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the invoice, log sheets and narrative is Wednesday, October 2, 2024. An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: Kelly.Affeldt@state.mn.us**
8. Hours from this program will be excluded in determining the regular 2026 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2024 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2024 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: Itasca County

Project Name: 2024 MN DNR Federal Boating Patrol Grant

Legal Citation: Under Minnesota Statute §84.026, §86B.101 and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

Itasca County 2024 Federal Boating Safety

Supplemental Patrol Grant

In setting forth a plan to utilize the Federal boating safety program in Itasca County there will be two full time recreation deputies assigned to the duties of enforcement and patrol. The hours will be used in a fluid manner with the majority worked on weekends and holidays such as the 4th of July just as an example where the activity levels on area lakes are high. Weather can be a factor and days with inclement weather tend to have less recreational activity so hours will be used on days with better weather for higher probability of contacts for enforcement.

In Itasca County there are over 1000 lakes and many rivers with high population density, seasonal cabins and resorts. Lakes are too numerous too list but the high activity lakes include Pokegama chain, Deer, Turtle, Wabana, Swan, Mississippi River with abundant recreational use. Enforcement will be focused on PFD use, PWC violations, alcohol related offenses and operation, and safety checks. Enforcement will be done using equipment such as boats and PWC's on the area lakes and rivers.

Thanks,

Itasca County Recreation Division

Jim Allen 737
Maureen 736



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-212

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2024 Firearms Storage Grant Agreement

BOARD ACTION REQUESTED:
Approve and authorize signatures necessary to execute the 2024 Firearms Storage Grant Agreement between the State of Minnesota (DPS) and the Itasca County Sheriff's Office.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 1200903_5061513-A-FSG-2024-ITASCACO-002GRANTAGREEMENT

05/07/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/14/2024 2:30 PM
----------------	--------------------------------	---------------------------------



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Firearms Storage Grant Program 2024 Grant Contract Agreement No.: A-FSG-2024-ITASCACO-002
Grantee: Itasca County, Sheriff’s Office 108 NE 5 th Avenue Grand Rapids, Minnesota 55744	Grant Contract Agreement Term: Effective Date: 6/15/2024 Expiration Date: 6/15/2025
Grantee’s Authorized Representative: Anna Cass, Administrative Lieutenant Itasca County Sheriff’s Office 108 NE 5 th Avenue Grand Rapids, Minnesota 55744 (218) 327-7421 anna.cass@co.itasca.mn.us	Grant Contract Agreement Amount: Original Agreement \$6,250.00 Matching Requirement \$0.00
State’s Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 kristin.lail@state.mn.us	Federal Funding: None FAIN: N/A State Funding: MN Laws of 2023, Chapter 52, Article 2, Section 3, Subd 2. Special Conditions: None

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

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

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Firearms Storage Grant Program 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Firearms Storage Grant Program 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-FSG-2024-ITASCACO-002 / 3-94961

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Itasca County

Budget Summary

FSG: Firearms Storage Grant				
Budget Category	Award			
Office Expenses				
Gun Storage Locker	\$4,000.00			
Total	\$4,000.00			
Other Expenses				
Security Fixtures	\$2,250.00			
Total	\$2,250.00			
Total	\$6,250.00			



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-82

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Citizen Input Sheet and Handouts

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-215

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Jerry Bolin

AGENDA ITEM:

Grant Agreement - Bowstring Airport

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 #1056882 with the State of Minnesota on behalf of Bowstring Airport for State Project No. A3115-12 and authorizes necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. AGREEMENT-9Y0-A3115-12

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

RESOLUTION 2024-24

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

BE IT RESOLVED by the County of Itasca (Bowstring Airport) as follows:

1. That the State of Minnesota Agreement No. 1056882, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3115-12 at the Bowstring 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 (Bowstring Airport).

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May 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 County of Itasca (Bowstring Airport) acting through its County Board ("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 3115-12, 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>
Case IH Farmall 100C Tractor (\$87,353.00)	85% (\$74,250.05)	15% (\$13,102.95)
HD Self Leveling Loader + (\$11,949.00)	85% (\$10,156.65)	15% (\$1,792.35)
SSQA on Tractor		
Erskine Attachments SB360X (\$28,832.00)	85% (\$24,507.20)	15% (\$4,324.80)
Snow Blower 84" w/HP35 and Power Pack		
Hydraulic Oil for Snow Blower(\$00,730.80)	00% (\$00,000.00)	100% (\$730.80)
Bush Hog TDC-1500 Tri Deck (\$27,970.00)	85% (\$23,774.50)	15% (\$4,195.50)
Mower		

State: **\$132,688.40**

Grantee: **\$024,146.40**

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 **\$132,688.40**.

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 is:

Arika Johnson, Transportation Program Senior Supervisor, 395 John Ireland Boulevard, Mail Stop 410, Saint Paul MN 55155 (651) 356-1336, arika.johnson@state.mn.us 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:

Brett Skyles, Itasca County Administrator, Itasca County Courthouse, Administrative Services, 123 NE Fourth Street, Grand Rapids, MN 55744-2600, (218) 327-7363, Brett.Skyles@CO.ITASCA.mn.us or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

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: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

airportdevelopment@state.mn.us

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, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-216

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Jerry Bolin

AGENDA ITEM:

Grant Agreement - Bowstring Airport

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 #1056917 with the State of Minnesota on behalf of Bowstring Airport for State Project No. A3115-13 and authorizes necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. AGREEMENT-9Y0-A3115-13

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

RESOLUTION 2024-25

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

BE IT RESOLVED by the County of Itasca (Bowstring Airport) as follows:

1. That the State of Minnesota Agreement No. 1056917, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3115-13 at the Bowstring 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 (Bowstring Airport).

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May A.D. 2024.

Administrator

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Bowstring ("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 improvement 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. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

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, whichever is later. 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 begin the work.
- 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 3115-13, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** A

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 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.5 **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.

2.6 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>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Karvacko Engineering – ALP & Narrative Report	0%	95%	5%
State:	<u>\$66,500</u>		
Grantee:	<u>\$03,500</u>		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.3 **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.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$66,500.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application; 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 according to the following schedule: Upon completion of the services.

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

4.5.3 **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.

4.5.4 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.

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

4.5.5.1 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.

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

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

4.5.6 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.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 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 is:

Arika Johnson, Transportation Program Senior Supervisor, 395 John Ireland Boulevard, Mail Stop 410, Saint Paul MN 55155 (651) 356-1336, arika.johnson@state.mn.us 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:

[Gail Guck, Auditor/Treasurer, Gail.Guck@co.itasca.mn.us] or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

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. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 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

[Intentionally left blank.]

[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: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

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____.

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

Municipality _____

By

Title

(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, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-174

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Jim Bougalis

AGENDA ITEM:

Calumet Reclamation Corporation Presentation

BOARD ACTION REQUESTED:

Receive presentation regarding mining project in Calumet.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-218

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Schedule a Public Hearing for Off-Sale Liquor License

BOARD ACTION REQUESTED:

Schedule a Public Hearing Re: Off Sale Intoxicating Liquor License for Cutfoot Sioux Resort LLC DBA Cutfoot Sioux Resort located at 44394 State Hwy 46, Deer River, MN 56636 to be held at the Tuesday, May 28, 2024 County Board Regular Session, which begins at 2:30 p.m.

BACKGROUND:

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-202

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Award Contract 63512 Bituminous Paving Projects

BOARD ACTION REQUESTED:

Barring any irregularities, award Contract 63512 2024 Bituminous Paving Projects to the lowest responsible bidder, Hawkinson Construction, in the amount of \$3,303,376.66, and authorize the required signatures on the contract documents.

BACKGROUND:

Contract 63512 - 2024 Bituminous Projects includes:
SAP 031-635-012 CSAH 35 from TH 46 to CR 175
SAP 031-662-023 CSAH 62 from CSAH 62 to Hwy 169
CP 2021-01 CR 560 in Goodland

Bids will be opened for Contract 63512 on May 7, 2024, at 10:00 am. Results of those bids will be presented at the May 7th County Board Work Session.

Hawkinson Construction: \$3,303,376.66
KGM Contractors: \$3,781,556.70

Engineers Estimate: \$3,716,064.17

County Board action will be requested at the Work Session meeting in order to allow for a May 13, 2024 construction start.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

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, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-203

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Schedule Park & Recreation Commission Constitution Amendment Public Hearing

BOARD ACTION REQUESTED:

Schedule a Public Hearing Re: Changes to the Park & Recreation Commission Constitution to be held at the Tuesday, May 28, 2024 County Board Regular Session, which begins at 2:30 p.m.

BACKGROUND:

As per Article VI of the Park and Recreation Commission's Constitution, the Constitution shall be amended as follows:

1. By official notice of the proposed changes mailed to the Commission members ten (10) days prior to the date of the meeting when the changes will be voted on.
2. Two-thirds (2/3) of the Commission members quorum present and voting shall be required to approve changes in the Constitution.
3. Any changes in the Constitution must be presented at a specially called public hearing, with final approval by the County Board of Commissioners.

The changes are as follows:

ARTICLE IV

COMMISSION MEMBERS

1. The Commission shall be composed of seven (7) members.
2. These seven (7) at-large members shall be appointed by the County Board of Commissioners.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Draft Revision Constitution 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

V. A. - Park & Rec Commission
Constitution & Bylaws

ITASCA COUNTY PARK AND RECREATION COMMISSION
CONSTITUTION AND BYLAWS

Adopted August 1978

2nd Bylaws Revision 2018

7th Constitution Revision May 2024

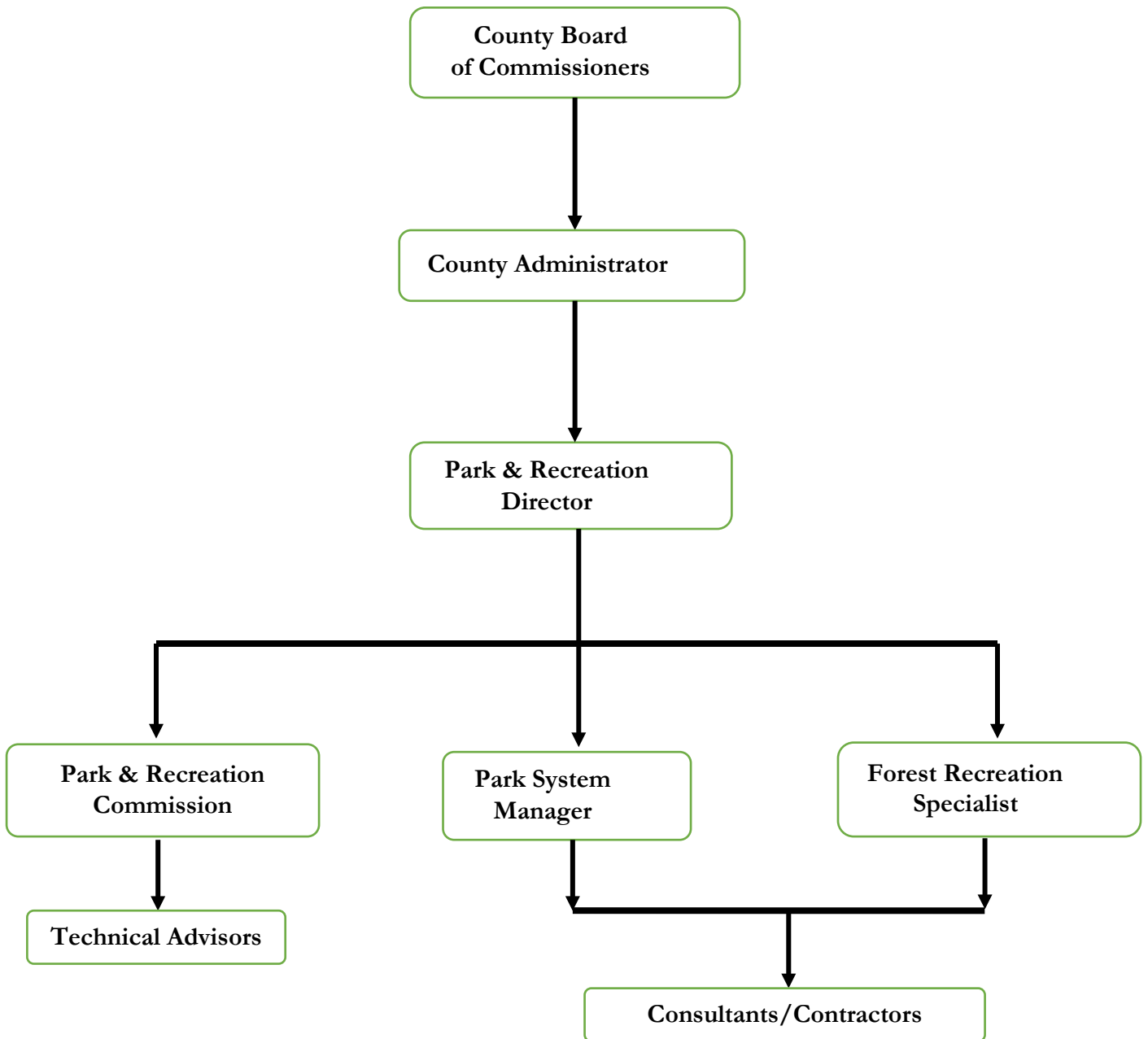
Itasca County Park and Recreation Commission

Courthouse
Grand Rapids, MN 55744

TABLE OF CONTENTS

ORGANIZATIONAL CHART	ii
<u>CONSTITUTION</u>	Contains the general statements regarding the Commission's purpose and methods of operation. Since the provisions are of a general or basic nature, it is a more difficult process to amend them.
ARTICLE I	NAME.....1
ARTICLE II	LOCATION1
ARTICLE III	PURPOSE.....1
ARTICLE IV	COMMISSION MEMBERS2
ARTICLE V	AFFILIATIONS2
ARTICLE VI	AMENDMENTS2
<u>BYLAWS</u>	Composed of more specific statements, such as: days, months, time, actual duties, and responsibilities. Therefore, provision is made for the section to be amended more quickly and easily.
ARTICLE I	COMMISSION TERMS OF OFFICE.....1
ARTICLE II	EX OFFICIO & TECH. ADV. - DUTIES.....2
ARTICLE III	OFFICERS TERMS OF OFFICE - DUTIES2
ARTICLE IV	ELECTIONS - VOTING3
ARTICLE V	STANDING COMMITTEES & TASK FORCE.....4
ARTICLE VI	MEETINGS AND QUORUMS.....5
ARTICLE VII	COMMISSION YEAR.....5
ARTICLE VIII	PARLIAMENTARY AUTHORITY5
ARTICLE IX	AMENDMENTS6

**Itasca County
Park and Recreation Commission
Organizational Flowchart**



ITASCA COUNTY
PARK AND RECREATION COMMISSION ORDINANCE
CONSTITUTION

ARTICLE I
NAME

The name shall be Itasca County Park and Recreation Commission, referred to as the Commission in this document.

ARTICLE II
LOCATION

The principal office and location of the Commission shall be in the Itasca County Courthouse at Grand Rapids, Minnesota.

ARTICLE III
PURPOSE

The purpose for which this commission is organized shall be as follows:

1. To serve as an advisory body providing recommendations to the County Board of Commissioners and Park and Recreation Director on matters pertaining to the planning, programming, evaluating, and funding of park and recreation facilities and programs in accordance with M.S. 398.31 to 398.36.
2. To serve as a coordinating body for the recreation needs of all citizens without regard to ethnic origin, sex, creed, age, and disability. Coordination shall be carried out in response to the expressed needs of local citizens (see the Itasca County Recreation Resources Plan & Itasca County Comprehensive Land Use Plan) and with the financial and human resources available and under authorities granted by the County Board and applicable statutes.
3. To encourage and promote development of recreation facilities and services when they are in the best interest of local citizens and cannot be adequately or economically provided by the private sector.
4. To recommend priorities, with the advice and assistance of technical advisors, for the development, operation and maintenance of recreation areas, facilities and programs as outlined in the Itasca County Recreation Resource Plan & the Itasca County Comprehensive Land Use Plan.

5. To work together with public land managers to ensure appropriate measures are taken in resource management plans to provide recreation opportunities.

ARTICLE IV COMMISSION MEMBERS

1. The Commission shall be composed of seven (7) members.
2. These Seven (7) at-large members shall be appointed by the County Board of Commissioners.

ARTICLE V AFFILIATIONS

1. The Commission or any of its members may be represented on various local, state, and national groups as determined and approved by the Park and Recreation Commission.
2. Funds to finance such representation may be included in the County Park System budget.

ARTICLE VI AMENDMENTS

The Constitution shall be amended as follows:

1. By official notice of the proposed changes mailed to the Commission members ten (10) days prior to the date of the meeting when the changes will be voted on.
2. Two-thirds (2/3) of the Commission members quorum present and voting shall be required to approve changes in the Constitution.
3. Any changes in the Constitution must be presented at a specially called public hearing, with final approval by the County Board of Commissioners.

ITASCA COUNTY, MN

County Board Chair

County Auditor



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-213

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2024 Grand Rapids Speedway Lease Agreement

BOARD ACTION REQUESTED:

Approve 2024 Lease Agreement with Grand Rapids Speedway, Inc. and authorize necessary signatures.

BACKGROUND:

This annual lease agreement for use of the fairground raceway is unchanged from last year's lease, the lease template was originally developed in coordination with the Itasca County Attorney's Office. Proceeds will be sent to the Itasca County Agriculture Association to be placed in the fairground's maintenance fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024_Grand Rapids Speedway_Lease Agreement
2. 2024_Grand Rapids Speedway_Lease Agreement FULLY EXECUTED

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

County of Itasca, Minnesota

Lease Agreement

This Agreement is made effective this 7th day of May 2024, by and between **Itasca County** ("Lessor"); and **Grand Rapids Speedway, Inc.**, ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

- 1. Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
- 2. Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as **Exhibit A**, and **Exhibit B** attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|--|
| ☐ A - Cattle barn | ☐ B - Horse barn |
| ☐ C - Beef Barn | ☐ D – Poultry |
| ☐ F - United Methodist Church | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J - Solid Rock |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☐ P – Restroom |
| ☐ Q - 4H Food Booth | ☐ T - Conservation Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☐ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z - Arts and Craft | ☐ AA – Gazebo |
| ☐ CC - Old Beer Garden | ☐ DD - DNR Building |
| ☒ EE - Grand Stand | ☐ FF – Storage |
| ☐ GG – Shelter | ☐ HH - Trailhead Building |
| ☐ Grounds | ☒ Parking Lot |
| ☒ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Exhibit A**. This Lease Agreement is subject to such terms as are set forth in **Exhibit B** as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **October 1st, 2024**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the **Special Conditions** marked as **Exhibit A**.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **\$700.00 per Race Event** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Twelve Hundred Dollars (\$ 1,200.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damage that may occur during the event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of the cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. **Encumbrance.** This Agreement is subject to all existing easements, rights-of-way,

licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the

discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, any paid lease-fees shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such an inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. 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 Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See **Exhibit B**.

12.2 Insurance. 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 indicated and shown in attached **Exhibit B** and/or the Special Conditions marked as **Exhibit A**.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permitted by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as **Exhibit A**. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice of termination given under this Agreement shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca County
c/o Land Commissioner
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Lessee

Grand Rapids Speedway, Inc.
P.O. Box 424
Grand Rapids, MN 55744
Bob Broking – President
218 259-4697

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

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

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

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

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

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this _____ day of _____, _____.

Lessee: **Grand Rapids Speedway, Inc.**
(Bob Broking)

Lessor: **County of Itasca**

SIGNED: _____

John Johnson

TITLE: _____

SIGNED: _____
Chair, Board of Commissioners

Brett Skyles

SIGNED: _____
Clerk, Board of Commissioners

Exhibit A
Special Conditions Supplement
Event Lease Agreement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as “Lessor”, and **Grand Rapids Speedway, Inc.**, hereinafter referred to as “Lessee”, which was made effective on the **7th day of May 2024**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the **7th day of May, 2024**

Description of allowed activities below (i.e., beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

Provide racing events for the summer of 2024. Provide 3 food booths and one beer shack – with proper permit.

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. The Lessee is required to conduct the racing events once each week during the term of this agreement and shall only be excused from the requirements when the race is canceled due to inclement weather or other reasons beyond the control of the Lessee. The failure of Lessee to do the above shall constitute a default in the Agreement.
2. That an act of GOD may determine the fate of either party as it relates to the terms of this Agreement.
3. Both parties agree to put forth an effort to ensure that the beauty of the fairgrounds is maintained by establishing and limiting parking to established parking areas.
4. It is understood by both parties that the income and expenses for each party, as it relates to the stock car racing program, are subject to review by the other party for the sole purpose of reaching a fair and equitable rental fee.

Other Considerations

1. Lessee may conduct stock car racing once each week commencing May 7st, 2024, and terminating October 1st, 2024. Any request for an additional race in any week shall be subject to the approval of Lessor.
2. Lessee is allowed to sell alcoholic beverages as long as Lessee provides a copy of a current Liquor license/permit and is in compliance with the conditions set forth in the Lease Agreement.
3. Lessee shall be responsible for the safe conduct of related stock car races and will provide necessary personnel and officials to operate said racing program. This shall include adequate security personnel for protection at all times during said racing program.
4. Lessee agrees to not knowingly allow gambling or consumption of alcoholic beverages on said premises during related stock car racing program unless proper licensing/permitting is obtained and with approval of Lessor.

5. Lessee shall obtain all necessary permits pertaining to related stock car racing and shall comply with all applicable Federal, State, and local laws, statutes, ordinance, rules and regulations, including obtaining necessary licenses/permits to operate concession stands.
6. Lessee shall have ambulance available and necessary medical facilities and personnel to insure proper safety and care for persons participating in the related racing program as well as track officials, grandstand personnel and spectators, and shall in addition thereto, supply proper firefighting equipment should a fire start as a result of the related stock car racing program.
7. Lessee shall provide the necessary equipment and shall be responsible for the proper preparation and maintenance of racetrack during described racing season.
8. Lessee shall align itself with the majority of the racing facilities in the surrounding areas by sanctioning WISSOTA.
9. Lessee agrees to clean the pit area, grandstand, and parking area used by spectators after each weekly racing program, **preferably the night of or the following morning after racing has occurred.**
10. Lessee shall not have a stock car racing program during the weekend of the Northern Minnesota Swap Meet & Car Show unless this restriction is waived by the sponsors of the Northern Minnesota Swap Meet & Car Show.
11. Lessee shall have exclusive rights to the advertising sign space available on the back of the grandstand, the center of the racetrack, on the pit wall at the end of the track and the fence adjacent to the parking lot. Sign holders have been guaranteed a year of advertising and have exclusive rights to their advertising spaces at the Itasca County Fairgrounds for a fee paid to West Range Racing Incorporated (WRRI), to include the events at Itasca County Fairgrounds, regardless of who is sponsoring the event. No further funding will be required of them for their advertising billboards to be displayed. This excludes potential signs.
12. Due to the high cost of maintenance WRRI, requests that they be consulted in regard to any usage of the Grand Rapids Speedway before any events are scheduled or allowed to run on the track surface during the course of the year.

And in consideration of all other terms and conditions herein set forth, the Lessor agrees to the following:

1. Lessor agrees to pay the cost of electricity and water for the racing events.
2. Lessor grants Lessee exclusive rights to all concession and concession related products during all related stock car racing programs, with the following exception: Other concession stands will be allowed to be open outside of the grandstand during the fair.

Mobile Food booths will be limited to 3 mobile food booths.

Exhibit B

Indemnification and Insurance

Event Lease Agreement

- A. LESSEE agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of 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 |

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

An umbrella or excess policy over primary liability coverage 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 COUNTY to the attention of: Land Commissioner, 1177 LaPrairie Avenue Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. 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 COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (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

Coverages above shall also include:

- Premises - Operations
 - Contractual Liability (including oral and written contracts)
 - Explosion, Collapse, Underground Property Damage (XCU)
2. Automobile Liability including Hired Car and Employers Non-

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

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of 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 COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein the COUNTY 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 COUNTY upon written request.

County of Itasca, Minnesota Lease Agreement

This Agreement is made effective this 7th day of May 2024, by and between **Itasca County** ("Lessor"); and **Grand Rapids Speedway, Inc.**, ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

- 1. Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
- 2. Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as **Exhibit A**, and **Exhibit B** attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|--|
| ☐ A - Cattle barn | ☐ B - Horse barn |
| ☐ C - Beef Barn | ☐ D - Poultry |
| ☐ F - United Methodist Church | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J - Solid Rock |
| ☐ K - Bingo Hall | ☐ L - Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children's barn | ☐ P - Restroom |
| ☐ Q - 4H Food Booth | ☐ T - Conservation Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☐ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z - Arts and Craft | ☐ AA - Gazebo |
| ☐ CC - Old Beer Garden | ☐ DD - DNR Building |
| ☒ EE - Grand Stand | ☐ FF - Storage |
| ☐ GG - Shelter | ☐ HH - Trailhead Building |
| ☐ Grounds | ☒ Parking Lot |
| ☒ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Exhibit A**. This Lease Agreement is subject to such terms as are set forth in **Exhibit B** as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **October 1st, 2024**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the **Special Conditions** marked as **Exhibit A**.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **\$700.00 per Race Event** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Twelve Hundred Dollars (\$ 1,200.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damage that may occur during the event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of the cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. **Encumbrance.** This Agreement is subject to all existing easements, rights-of-way,

licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the

discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, any paid lease-fees shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such an inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. 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 Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See **Exhibit B**.

12.2 Insurance. 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 indicated and shown in attached **Exhibit B** and/or the Special Conditions marked as **Exhibit A**.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco or cannabis products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permitted by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as **Exhibit A**. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice of termination given under this Agreement shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca County
c/o Land Commissioner
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Lessee

Grand Rapids Speedway, Inc.
P.O. Box 424
Grand Rapids, MN 55744
Bob Broking – President
218 259-4697

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

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

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

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

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

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

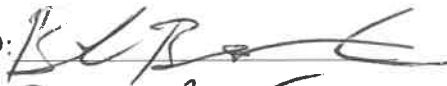
EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this 7th day of May, 2024.

Lessee: **Grand Rapids Speedway, Inc.**
(Bob Broking)

Lessor: **County of Itasca**

SIGNED: 
TITLE: President

John Johnson
SIGNED: 
Chair, Board of Commissioners

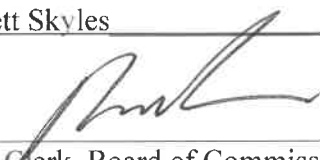
Brett Skyles
SIGNED: 
Clerk, Board of Commissioners

Exhibit A
Special Conditions Supplement
Event Lease Agreement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as “Lessor”, and **Grand Rapids Speedway, Inc.**, hereinafter referred to as “Lessee”, which was made effective on the 7th day of May 2024.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the 7th day of May, 2024

Description of allowed activities below (i.e., beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

Provide racing events for the summer of 2024. Provide 3 food booths and one beer shack – with proper permit.

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. The Lessee is required to conduct the racing events once each week during the term of this agreement and shall only be excused from the requirements when the race is canceled due to inclement weather or other reasons beyond the control of the Lessee. The failure of Lessee to do the above shall constitute a default in the Agreement.
2. That an act of GOD may determine the fate of either party as it relates to the terms of this Agreement.
3. Both parties agree to put forth an effort to ensure that the beauty of the fairgrounds is maintained by establishing and limiting parking to established parking areas.
4. It is understood by both parties that the income and expenses for each party, as it relates to the stock car racing program, are subject to review by the other party for the sole purpose of reaching a fair and equitable rental fee.

Other Considerations

1. Lessee may conduct stock car racing once each week commencing May 7st, 2024, and terminating October 1st, 2024. Any request for an additional race in any week shall be subject to the approval of Lessor.
2. Lessee is allowed to sell alcoholic beverages as long as Lessee provides a copy of a current Liquor license/permit and is in compliance with the conditions set forth in the Lease Agreement.
3. Lessee shall be responsible for the safe conduct of related stock car races and will provide necessary personnel and officials to operate said racing program. This shall include adequate security personnel for protection at all times during said racing program.
4. Lessee agrees to not knowingly allow gambling or consumption of alcoholic beverages on said premises during related stock car racing program unless proper licensing/permitting is obtained and with approval of Lessor.

5. Lessee shall obtain all necessary permits pertaining to related stock car racing and shall comply with all applicable Federal, State, and local laws, statutes, ordinance, rules and regulations, including obtaining necessary licenses/permits to operate concession stands.
6. Lessee shall have ambulance available and necessary medical facilities and personnel to insure proper safety and care for persons participating in the related racing program as well as track officials, grandstand personnel and spectators, and shall in addition thereto, supply proper firefighting equipment should a fire start as a result of the related stock car racing program.
7. Lessee shall provide the necessary equipment and shall be responsible for the proper preparation and maintenance of racetrack during described racing season.
8. Lessee shall align itself with the majority of the racing facilities in the surrounding areas by sanctioning WISSOTA.
9. Lessee agrees to clean the pit area, grandstand, and parking area used by spectators after each weekly racing program, **preferably the night of or the following morning after racing has occurred.**
10. Lessee shall not have a stock car racing program during the weekend of the Northern Minnesota Swap Meet & Car Show unless this restriction is waived by the sponsors of the Northern Minnesota Swap Meet & Car Show.
11. Lessee shall have exclusive rights to the advertising sign space available on the back of the grandstand, the center of the racetrack, on the pit wall at the end of the track and the fence adjacent to the parking lot. Sign holders have been guaranteed a year of advertising and have exclusive rights to their advertising spaces at the Itasca County Fairgrounds for a fee paid to West Range Racing Incorporated (WRRI), to include the events at Itasca County Fairgrounds, regardless of who is sponsoring the event. No further funding will be required of them for their advertising billboards to be displayed. This excludes potential signs.
12. Due to the high cost of maintenance WRRI, requests that they be consulted in regard to any usage of the Grand Rapids Speedway before any events are scheduled or allowed to run on the track surface during the course of the year.

And in consideration of all other terms and conditions herein set forth, the Lessor agrees to the following:

1. Lessor agrees to pay the cost of electricity and water for the racing events.
2. Lessor grants Lessee exclusive rights to all concession and concession related products during all related stock car racing programs, with the following exception: Other concession stands will be allowed to be open outside of the grandstand during the fair.

Mobile Food booths will be limited to 3 mobile food booths.

Exhibit B

Indemnification and Insurance

Event Lease Agreement

- A. LESSEE agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of 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 |

- 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
- | | |
|--------------------------|-----------|
| 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 coverage 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 COUNTY to the attention of: Land Commissioner, 1177 LaPrairie Avenue Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. 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 COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (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

Coverages above shall also include:

- Premises - Operations
 - Contractual Liability (including oral and written contracts)
 - Explosion, Collapse, Underground Property Damage (XCU)
2. Automobile Liability including Hired Car and Employers Non-

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

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of 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 COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein the COUNTY 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 COUNTY upon written request.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-210

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson, Sarah Carling

AGENDA ITEM:

American Rescue Plan Request - S. Lake Multi-use Recreational Trail Bridge Project

BOARD ACTION REQUESTED:

Approve the American Rescue Plan request in the amount of \$75,000 from the Itasca County Land Department for the S. Lake Multi-use Recreational Trail Bridge Project.

BACKGROUND:

The continued long term need for this project was identified by our Western Itasca Trails Committee. There are numerous partners involved in supporting this 10 year project, including the City of S. Lake, Leech Lake Band of Ojibwe, Itasca County, Minnesota Department of Transportation, Avenue of the Pines Scenic Byway Council, and local businesses. As a part of the funding opportunities applied for through MNDNR (F RTP), the Leech Lake Band of Ojibwe, and IRRR.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP request for S. Lake Multi use Recreational Trail Bridge project
2. Project Location
3. S. Lake Multi Use Recreational Trail Bridge Budget and Grant Submission
4. LLBO Itasca Support Letter - signed
5. City of S. Lake LOS for bridge project 2024

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:*

Itasca County Land Department

Name of Contact:*

Sara Thompson

Address:*

1177 LaPrairie Avenue

City:*

Grand Rapids

State:*

MN

Zip Code:*

55744

Phone Number:*

2183277393

E-mail Address:*

sara.thompson@co.itasca.mn.us

Commissioner District:*

- ☒ District 1 - Cory Smith
- ☐ District 2 - Terry Snyder
- ☐ District 3 - John Johnson
- ☐ District 4 - Burl Ives
- ☐ District 5 - Casey Venema

Project Name:*

S Lake Multi-use Recreational Trail Bridge

Amount Requested:*

75,000

Project Budget & Summary of Project:*

The multi-use recreational trail bridge project is phase 3 of a large collaborative project 10 years in the making. Phase 1 and 2 of the S. Lake Multi-Use Corridor trail was funded through FTRP in 2015 and 2022. Phase 3 is the final piece of this 10-year project. The continued need for this project was identified by our Western Itasca Trails Committee that is comprised of multi-government agencies, local communities, and recreational trail organizations. This estimated 100' long x 12' wide bridge will lie parallel to the current State Highway 46 bridge that spans the Popple River. It will provide an important connection within the S. Lake community for the multi-use paved trail, the Alvwood – S. Lake ATV/OHM Trail, and Avenue of Pines Snowmobile trail. It will provide an opportunity for residents and visitors of S. Lake to safely walk, bike, in-line skate, ATV, and snowmobile through town. This will eliminate crossing the existing highway bridge with a narrow sidewalk that puts them up against highway traffic traveling at speeds higher than the posted 40 mph zone.

Community members who live on the north side of town need to access the local government offices (i.e. community center, post office, and City Hall, and Local Indian Council (LIC) community center), local convenience stores, and restaurants in the area. It allows visitors of the local resorts and campgrounds in the area to safely walk to the local post office, convenience stores, and restaurants in the area. Creating an alternative crossing will ensure public safety and access to those businesses, increasing the economic growth into this community.

Connecting to the bridge will be a platform extension to allow visitors and community residents youth to fish from. The plan was to place a fishing pier on the shore of the Popple River, but the community does not want to impact the native wild rice beds present in the river. This will eliminate the option for the fishing pier and protect this vital natural resource in the community.

There are numerous partners involved in supporting this project. They include the City of S. Lake, Leech Lake Band of Ojibwe, Itasca County, Minnesota Department of Transportation, Avenue of the Pines Scenic Byway Council, and local businesses.

As a part of the funding opportunities applied for through MNDNR, the Leech Lake Band of Ojibwe, and IRRR we are asking the board to consider contributing \$75,000 of the ARP funds to finalize this 10-year project that will provide a safe crossing connection within the S Lake community. We thank you for your support towards safety within the community and the continuation of connecting recreational trails to and within communities.



Example Uses of Funds



Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response



Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag



Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund



Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments



Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs



Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages



Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund



Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

Additional Information:

S. Lake Multi Use Recreational Trail Bridge Budget and Grant Submission.pdf

Please attach any additional information you wish the County Board to have.



Alvwood Squaw Lake
ATV/OHM Trail System

149

Pow Wow Grounds

Proposed Community
Playground

Village Rd

Village Rd

Community Housing

Natures Lake Public Access

Resort, Campground,
and Post Office

SQUAW LAKE

Church

Alvwood Squaw
Lake ATV/OHM
Trail System

T. 148 R. 27 Sec. 9

S. Lake Community Center
and Fire Department

Round Lake Public Access

Itasca County

-  S Lake Multiuse Corridor Trail
-  GIA ATV Trails
-  GIA Snowmobile Trails

S. Lake Multi-Use Recreational Trail Bridge Estimated Budget

<u>Description</u>	<u>Estimated Cost</u>	<u>Expected Completion Date</u>
Engineering	\$ 52,000	Winter 2024
Bridge – Steel Truss	\$ 175,000	Summer 2025
Fishing platform extension off truss	\$ 80,000	Summer 2025
Construction of project	\$ 375,000	Summer 2025
TOTAL COST	\$ 682,000	

Grants Applied or To Be Applied For

Local Trails Connection Grant	\$225,000	Application submitted in March
Federal Recreational Trail Program	\$200,000	Application submitted in February
ARP funding	\$75,000	Currently requesting
IRRR Regional Trails Grant	\$182,000	Application submission in July



LEECH LAKE BAND OF OJIBWE

Faron Jackson Sr, Chairman
Leonard Fineday, Secretary-Treasurer
Kyle Fairbanks, District I Representative
Steve White, District II Representative
LeRoy Staples Fairbanks III, District III Representative

Faron Jackson Sr, Chairman
Leech Lake Band of Ojibwe
190 Sailstar Drive NW
Cass Lake, MN

Kory Cease
Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

Dear Mr. Cease

On behalf of the Leech Lake Band of Ojibwe (LLBO), I extend our full support for Itasca County's grant application to enhance community connectivity and recreational access. This initiative is crucial for providing safer, alternative routes to our residents, avoiding the high-speed main highway bridge, and fostering a closer, safer community environment.

The project's multifaceted approach, including a multi-use recreational trail bridge and an overlook extension for fishing, aligns with our commitment to safety, inclusivity, and environmental stewardship. It promises not only to enhance outdoor activities but also to protect our natural resources, particularly the wild rice beds in the river.

We are enthusiastic about the benefits this project will bring to our tribal members, improving access to local amenities and encouraging an active, outdoor lifestyle among our residents and visitors. LLBO is happy to support Itasca County in this endeavor, confident in the positive impact it will have on our community's well-being and safety.

Thank you for your efforts towards this meaningful project.

Sincerely,

 (Feb 28, 2024 22:55 CST)

Faron Jackson, Sr
Chairman, Leech Lake Band of Ojibwe

Itasca Support Letter

Final Audit Report

2024-02-29

Created:	2024-02-28
By:	Bryan McCoy (bryan.mccoy@llojibwe.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7T1-m3niDMmDmlwwURGHl6NS2cgzEM01

"Itasca Support Letter" History

-  Document created by Bryan McCoy (bryan.mccoy@llojibwe.net)
2024-02-28 - 8:11:01 PM GMT
-  Document emailed to faron.jackson@llojibwe.net for signature
2024-02-28 - 8:11:04 PM GMT
-  Email viewed by faron.jackson@llojibwe.net
2024-02-29 - 4:54:40 AM GMT
-  Signer faron.jackson@llojibwe.net entered name at signing as Faron Jackson sr
2024-02-29 - 4:55:05 AM GMT
-  Document e-signed by Faron Jackson sr (faron.jackson@llojibwe.net)
Signature Date: 2024-02-29 - 4:55:07 AM GMT - Time Source: server
-  Agreement completed.
2024-02-29 - 4:55:07 AM GMT



City of Squaw Lake

PO Box 382

Squaw Lake MN 56681

218-659-4256

cityofsquawlakemn@outlook.com

February 16, 2024

Kory Cease
Land Commissioner
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, MN 55744

Dear Mr. Cease,

The City of Squaw Lake is in strong support of the efforts to improve the safety of the multi-use trail crossing at the Popple River. This initiative aligns with the values of connectivity, safety and accessibility, benefiting both residents and visitors.

The bridge will not only enhance pedestrian and biking safety but also provide a dedicated path for ATV and snowmobile enthusiasts, minimizing conflicts with traffic on State Highway 46. This infrastructure will contribute to the overall well-being of our community by promoting outdoor activities that will support our local economy.

We believe that this project holds great potential to elevate our community's recreational opportunities, economic development and overall quality of life. We are encouraged by the continued cooperation and support of all the organizations involved and look forward to the positive impact that it will have on our community upon its completion.

Sincerely,
Mayor Joan Lecuyer

ts



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-211

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson, Sarah Carling

AGENDA ITEM:

American Rescue Plan Request - Nashwauk Multi-use Trailhead Project

BOARD ACTION REQUESTED:

Approve the American Rescue Plan request in the amount of \$55,000 from the Itasca County Land Department for the Nashwauk Multi-use Trailhead Project.

BACKGROUND:

Planning for this project since 2021 has included ARDC, City of Nashwauk, mineral stakeholders, MNDNR Land and Minerals, IRRR, GRIMBA, CEDA, and Itasca County, who have worked with Anue Fernandez Landscape Architects and Kay-Linn Enterprises to identify potential outcomes, develop cost estimates, and conceptual designs. The location of the trailhead would provide connections to existing ATV trails, snowmobile trails, the Mesabi Trail, LaRue Pit, disk golf course, community garden, and the future mountain biking trail development. Trailhead amenities roughly outlined to include 24 trailer parking stalls, 30 standard parking stalls, monument sign, picnic shelter, kiosk and bike racks, ATV/bike wash station, double vault toilet & water hydrant, gravel trail, and stormwater management

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP request for Nashwauk Multi-use Trailhead project
2. 21028-NASHWAUK-TH 071822 Estimated budget
3. Nashwauk MTB Recreation Facilities Project Combined
4. Nashwauk Survey Compiled 2022

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:*

Itasca County Land Department

Name of Contact:*

Sara Thompson

Address:*

1177 LaPrairie Avenue

City:*

Grand Rapids

State:*

MN

Zip Code:*

55744

Phone Number:*

2183277393

E-mail Address:*

sara.thompson@co.itasca.mn.us

Commissioner District:*

☐ District 1 - Cory Smith

☐ District 2 - Terry Snyder

☐ District 3 - John Johnson

☐ District 4 - Burl Ives

☒ District 5 - Casey Venema

Project Name:*

Nashwauk Multi-use Trailhead

Amount Requested:*

55,000

Project Budget & Summary of Project:*

In 2021, Itasca County partnered with ARDC Planning to assess options for potential recreation development within the City of Nashwauk, Minnesota. Through these planning sessions, the identified opportunities included the development of mountain bike trails, trailhead facilities, trail connections, and campground expansion. Itasca County and ARDC Planning worked with Anue Fernandez Landscape Architects, and Kay-Linn Enterprises to form a technical team to identify potential projects, develop cost estimates, and conceptual designs. The project planning kickoff started in December of 2021 that included ARDC, City of Nashwauk, stakeholders from MNDNR Land and Minerals, IRRR, GRIMBA, CEDA, and Itasca County.

Additional community outreach was identified as a need for the City of Nashwauk to understand the level of interest, support, and need of recreational development within the city. A community survey was developed as a part of the project to assist in determining this support.

Out of this planning process and community outreach, three main recreational development opportunities were identified during the project process were:

- Mountain bike area development
- Community campground expansion
- Multi-use trailhead & campground development

The main recreational opportunity identified and discussed was to develop a multi-use trailhead that can serve to connect many recreational opportunities within the community. The location of the trailhead would provide connections to existing ATV trails, snowmobile trails, the Mesabi Trail, LaRue Pit, disk golf course, community garden, and the future mountain biking trail development. Trailhead amenities roughly outlined to include 24 trailer parking stalls, 30 standard parking stalls, monument sign, picnic shelter, kiosk and bike racks, ATV/bike wash station, double vault toilet & water hydrant, gravel trail, and stormwater management.

Through multiple identified funding opportunities, we are asking the board to consider contributing \$55,000 of the ARP funds to initiate the design and engineering phase of this multi-use trailhead project. This will kick off the project while other funding is obtained to complete the full construction of the multi-use trailhead. Our goal for this project is to be 100% grant funded.

Thank you for your time and consideration.



Example Uses of Funds



Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response



Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag



Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund



Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments



Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs



Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages



Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund



Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

Additional Information:

21028-NASHWAUK-TH 071822 Estimated budget.pdf

Please attach any additional information you wish the County Board to have.



Project Name: Nashwauk Multi-Purpose Trailhead

Prepared By: CJF

Date: 07/18/2022

Estimate of Probable Project Costs

Gravel Drive & Parking Stalls Area: SF 77220

* TRAILHEAD SITE					
No.	Item	Unit	Quantity	Unit Cost	Item Total
EARTHWORK					\$153,091
1	Jobsite Mobilizations	LOT	0.08	\$141,750.51	\$11,340
2	Site Demo: Conc., clear, Etc.	LS	1	\$17,500.00	\$17,500
3	Erosion Control Blnkt, Cat. 3	SY	2667	\$2.00	\$5,333
4	Silt Fence	LF	1460	\$4.25	\$6,205
5	Gravel: 6" Class 5 Parking & Drive	CY	1430	\$45.00	\$64,350
6	Earthwork: Site Scrape, Salvage & Respread	CY	1430	\$6.00	\$8,580
7	Earthwork: Grading, excavation - no export	CY	2860	\$8.00	\$22,880
8	Topsoil Borrow	CY	170	\$35.00	\$5,949
9	Gravel Trail Earthwork (To N/S Connections)- Excavation/cut/fill	CY	192	\$25.00	\$4,796
10	Gravel Trail (To N/S Connections)- 6" Class 5	CY	137	\$45.00	\$6,157
EXTERIOR IMPROVEMENTS					\$306,316
11	Jobsite Mobilizations	EA	0.08	\$283,625.86	\$22,690
12	4" Conc. Pads: Vault, Shelter, Table Pads, Wash Station	SF	2605	\$14.00	\$36,470
13	#25 Cont. Decid. Tree	EA	63	\$450.00	\$28,350
14	6' BB Conif. Tree	EA	27	\$700.00	\$18,900
15	Seed: Native Mix	ACRE	0.5	\$3,500.00	\$1,756
16	Seed: Turf	LS	1.0	\$350.00	\$350
17	8' Picnic Table	EA	11	\$1,200.00	\$13,200
18	Boulders: 24" - 48"	EA	84	\$150.00	\$12,600
19	Log guardrail: At parking lot, Shelter space(seating), vault toilet	EA	10	\$1,800.00	\$18,000
20	Pre-cast Conc. Vault Toilet: Dual ADA	EA	1	\$43,500.00	\$43,500
21	Wash Station: Hoses, Hose Hanger, drainage	LS	1	\$2,500.00	\$2,500
22	Shelter: Pre-Fab 20'x40'	EA	1	\$94,000.00	\$94,000
23	Firepit	EA	1	\$500.00	\$500
24	Fire-ring seating - 18" Dia. Tree trunks	EA	11	\$200.00	\$2,200
25	Kiosk: Map/area trail wayfinding	EA	1	\$7,500.00	\$7,500
26	Signs	EA	8	\$350.00	\$2,800
27	Road Sign	EA	1	\$1,000.00	\$1,000
SITE UTILITIES					\$113,048
28	Jobsite Mobilizations	EA	0.08	\$104,674.00	\$8,374
29	Storm Sewer Allow	Allow	1	\$17,500.00	\$17,500
30	Storm Basin Allow	Allow	1	\$35,000.00	\$35,000
31	Water Main: 4"	LF	635	\$50.00	\$31,750
32	Water Main: 2"	LF	257	\$32.00	\$8,224
33	Yard hydrant: At Wash Station & Near Shelter	EA	2	\$3,750.00	\$7,500
34	Water Main: core Tap Exist. Watermain	EA	1	\$3,500.00	\$3,500
35	Water Main: 2" Curb Stop and Box	EA	1	\$1,200.00	\$1,200
36	Electrical: NA	LF	0	\$0.00	\$0
37	Electrical-MISC.: Cabinet, Pad, Other: NA	LS	0	\$0.00	\$0
38	Pole Light: NA	EA	0	\$0.00	\$0
Subtotal Construction Cost				Subtotal	\$572,454
39	Estimate Contingency	%	10.00%		\$57,245
40	GC's General Conditions	%	10.00%		\$62,970
41	GC's General Liability	%	1.25%		\$8,658
42	GC's P&P Bonds	%	1.50%		\$10,520
43	GC's Fee	%	5.00%		\$35,592
44	2023 Escalation	%	10.00%		\$74,744
Total Construction Cost				Total	\$822,185

Assumptions

A&E fees notincluded

Cost Based on 2022 construction costs

No Electric in project

Shelter is base model prefab, steel structure (based on Coverworx Model GA-2040-SW)

Vault toilet is based on a Crest: Precast Conc. RM-250 Dual Privy.

Water Main Tap location is unknown, quantities run 590 LF in street.

Specific stormwater management requirements are not known: Numbers are a place holder

Exist. Conc. dump size and quantities are not known

Estimates are based on concepts.

Estimate does not include cost for the campground



NASHWAUK MOUNTAIN BIKE RECREATION AREA PROJECT

November 2022



Contents

Project Process & Overview 3

 Project Site, Community, and Recreational Context..... 4

Development Opportunities 5

 Mountain Bike Area Development..... 5

 Community Campground Expansion..... 6

 Multi-use Trailhead and Campground Development 6

Appendix A: Landscape Architect Designs (AFLA) 8

Appendix B: Landscape Architect Cost Estimates (AFLA) 30

Appendix C: Mountain Bike Trail Design Master Plan (Kay-Linn) 34

Appendix D: Funding Resources 54

Project Process & Overview

In 2021, Itasca County partnered with ARDC Planning to assess options for potential recreation development within the City of Nashwauk, Minnesota. Roughly defined, the publicly owned land area within the city is around 73 acres.

Initiated by recent trends in tourism, recreation and mountain biking investments, the project sought ways to develop potential recreational opportunities for the City of Nashwauk. The identified opportunities included the development of mountain bike trails, trailhead facilities, trail connections, and campground expansion.

To review these opportunities and make recommendations for the future, Itasca County and ARDC Planning worked with Anue Fernandez Landscape Architects, and Kay-Linn Enterprises to form a technical team to identify potential projects, develop cost estimates, and conceptual designs. The team was guided by a local stakeholder group that met on December 7th, 2021, and February 28th, 2022, and included staff and stakeholders from MNDNR Land and Minerals, IRRR, GRIMBA, CEDA, Itasca County, and the City of Nashwauk.

Project Site, Community, and Recreational Context

During the research portion of the project, community recreational sites and assets were identified. These assets included the Mesabi Trail, recreation center, disk golf course, community gardens, LaRue Pit & landing, campground, Veteran's Memorial Park, Hawkins overlook, and central business district among others (see page 13). Property ownership and recreational connections were also identified (see page 14).

Additional community engagement was outlined as a need for Nashwauk to understand the level of interest and support of recreational development within the city. An open community survey was developed as a part of the project to assist in determining this support. Results of this survey can provide guidance in determining the proper project phasing and funding strategies for development.



Development Opportunities

Three main recreational development opportunities were identified during the project process (in no order):

- Mountain bike area development
- Community campground expansion
- Multi-use trailhead & campground development

Mountain Bike Area Development

Two potential development sites were identified during the process. Details of these site locations, areas, opportunities and constraints are outlined on page 16 and 17. Due to the proximity of Site A to the community, campground, and existing recreation, Site A was identified as the preferred location for recreational development.

Amenity design elements outlined for the mountain bike area include a picnic shelter, 25-stall parking lot, access road, monument sign, and pump-track.

Mountain Bike trail design elements, opportunities, constraints, specifications, and cost estimates can be found in the Nashwauk

Mountain Bike Park Master Plan conducted by Kay-Linn Enterprises (see Appendix C, page 35-53).

Community Campground Expansion

The current City campground in Nashwauk provides a bathroom and shower facility along with 18 campsites. Designs and cost estimates for the addition of 14 RV/Tent style campsites, a vault toilet & water pump, and 1 group site have been outlined on page 20.

Multi-use Trailhead and Campground Development

One of the main components discussed during the project process was the opportunity to develop a multi-use trailhead and campground that can serve to connect many recreational assets within the community. The location of the trailhead would provide connections to existing ATV trails, the Mesabi Trail, LaRue Pit, disk golf course, community garden, and future mountain biking trail development.

Trailhead amenities outlined include 24 trailer parking stalls, 30 standard parking stalls, monument sign, picnic shelter, kiosk and bike racks, ATV/bike wash station, double vault toilet & water hydrant, gravel trail, and stormwater management.

Campground amenities outlined include 20 cart-in/bike/ATV accessible camp sites, 2 group camp sites, pay station & signage, single vault toilet & water hydrant, and fire rings. See page 22 for details and designs.

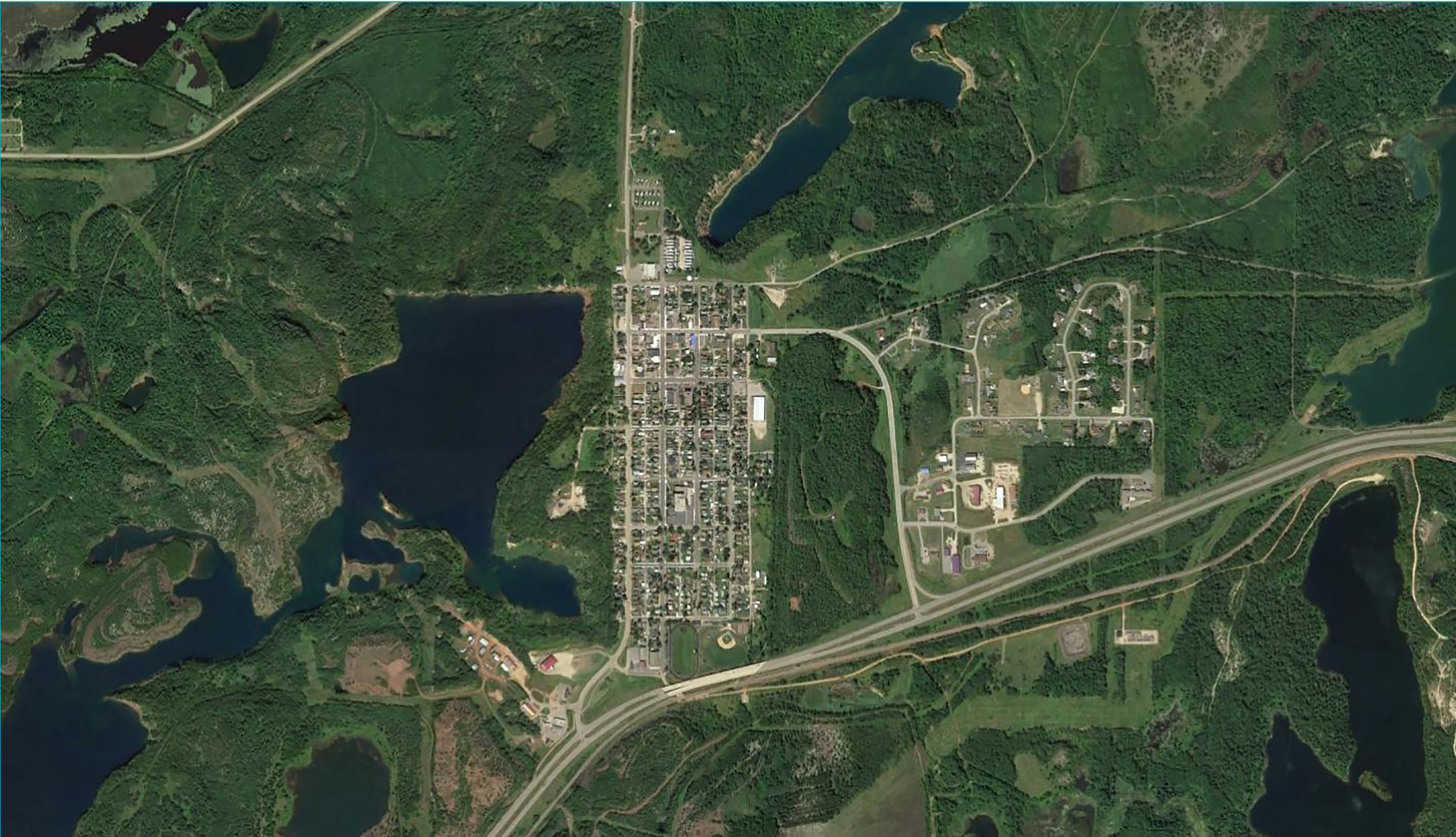
An at-grade crossing improvement was recommended across Central Avenue to provide safe access from the trailhead to the central business district and future mountain bike development site.

It was recommended to use a phased approach in developing the trailhead and campground. The cost estimates provided for the trailhead and campground have separated to accommodate funding constraints and community desires.

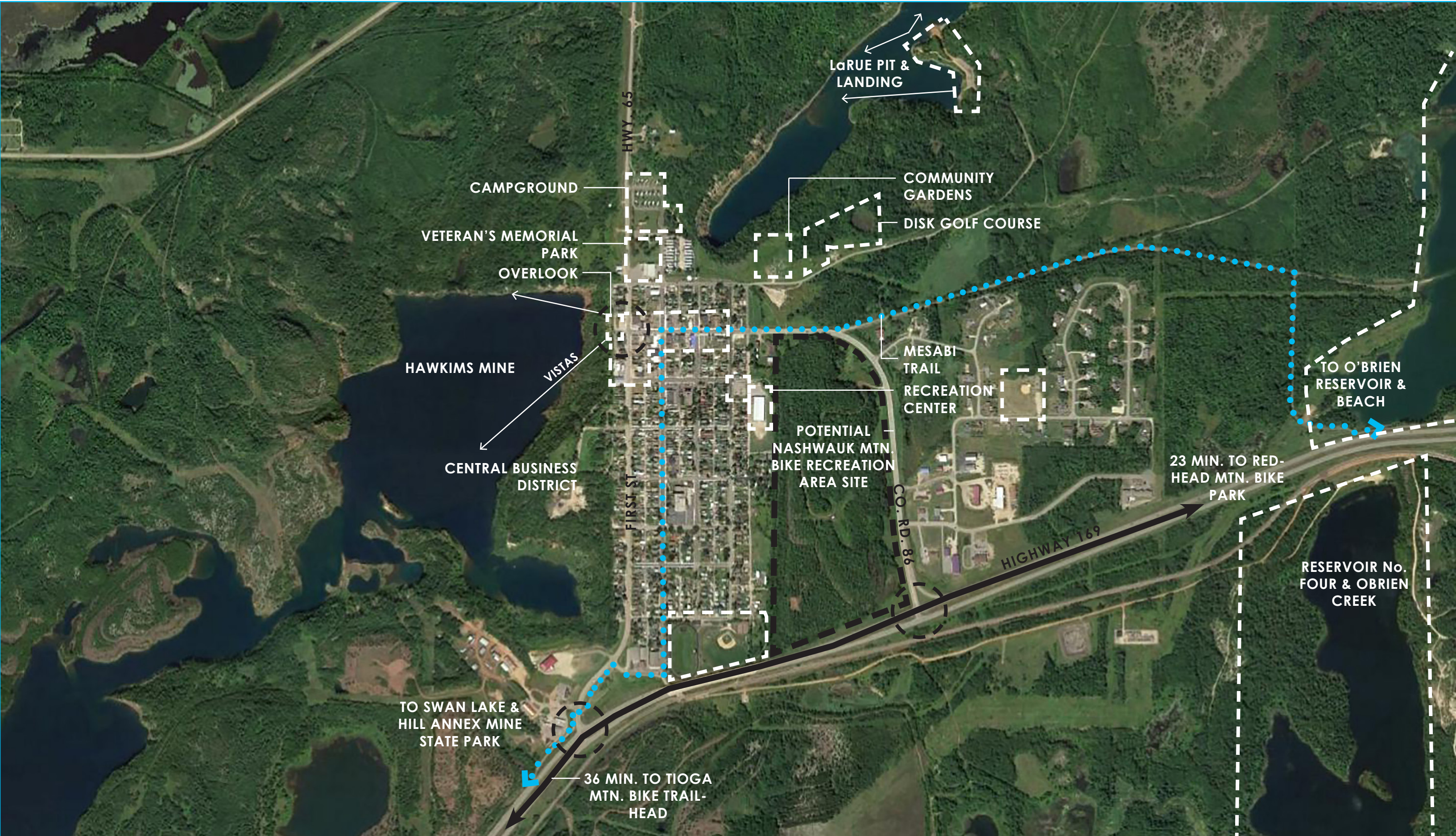
Appendix A: Landscape Architect Designs (AFLA)

NASHWAWUK MOUNTAIN BIKE RECREATION AREA PROJECT

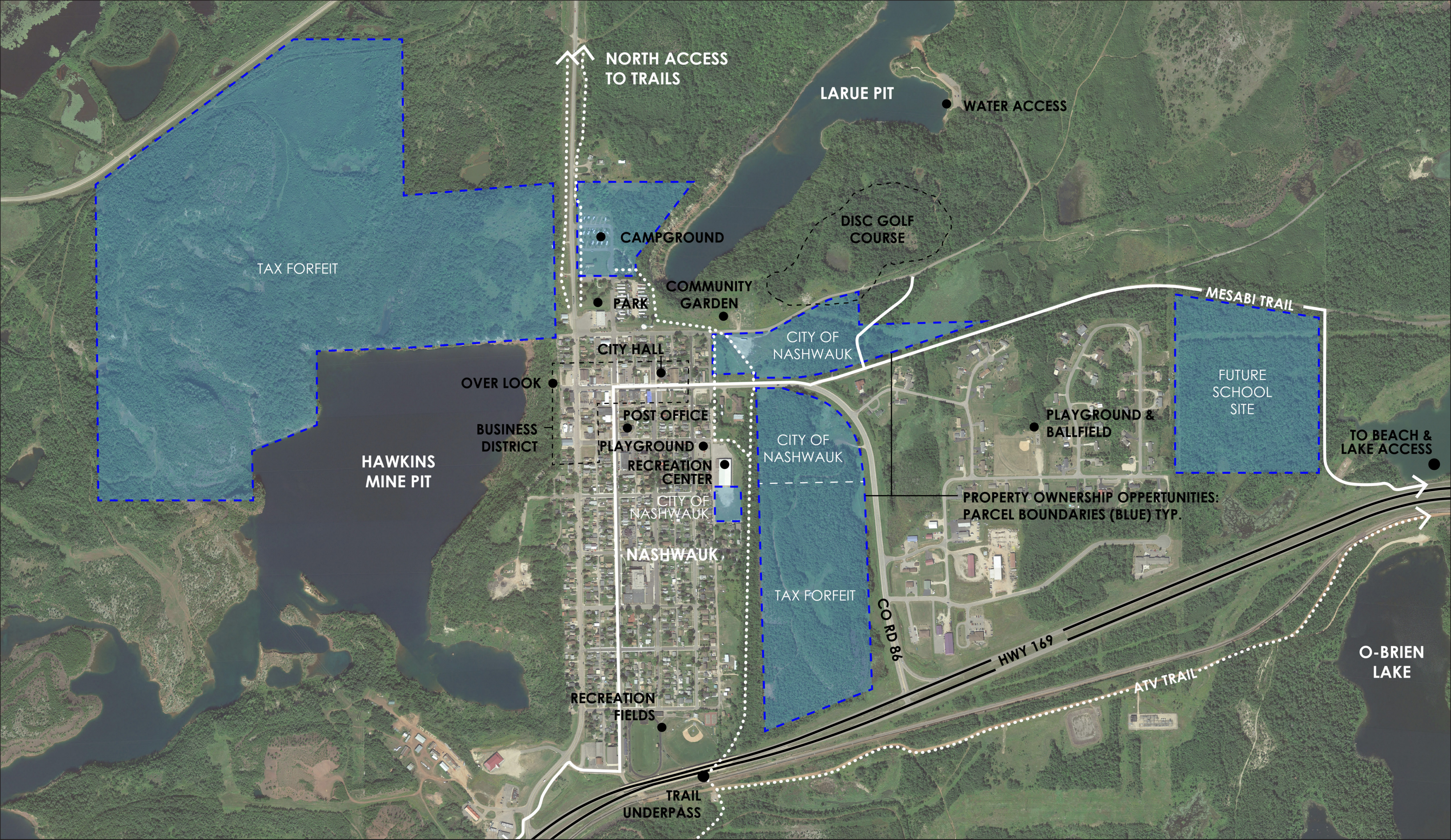
ANALYSIS & RESEARCH







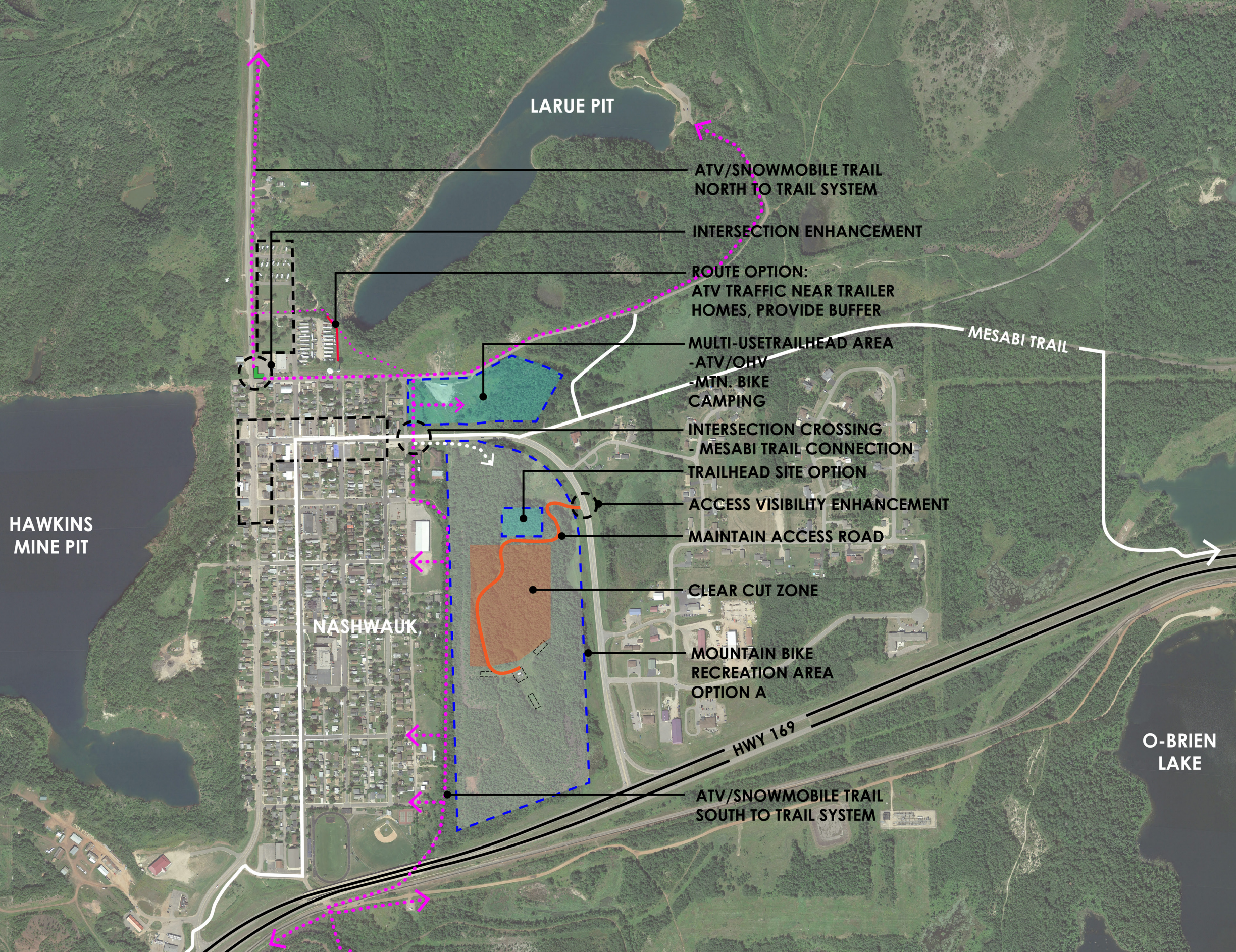
COMMUNITY & RECREATIONAL CONTEXT NASHWAUK MOUNTAIN BIKE RECREATION AREA



CONTEXT & CONNECTIVITY

NASHWAUK MOUNTAIN BIKE RECREATION AREA

MOUNTAIN BIKE AREA EVALUATION SITES



SITE A

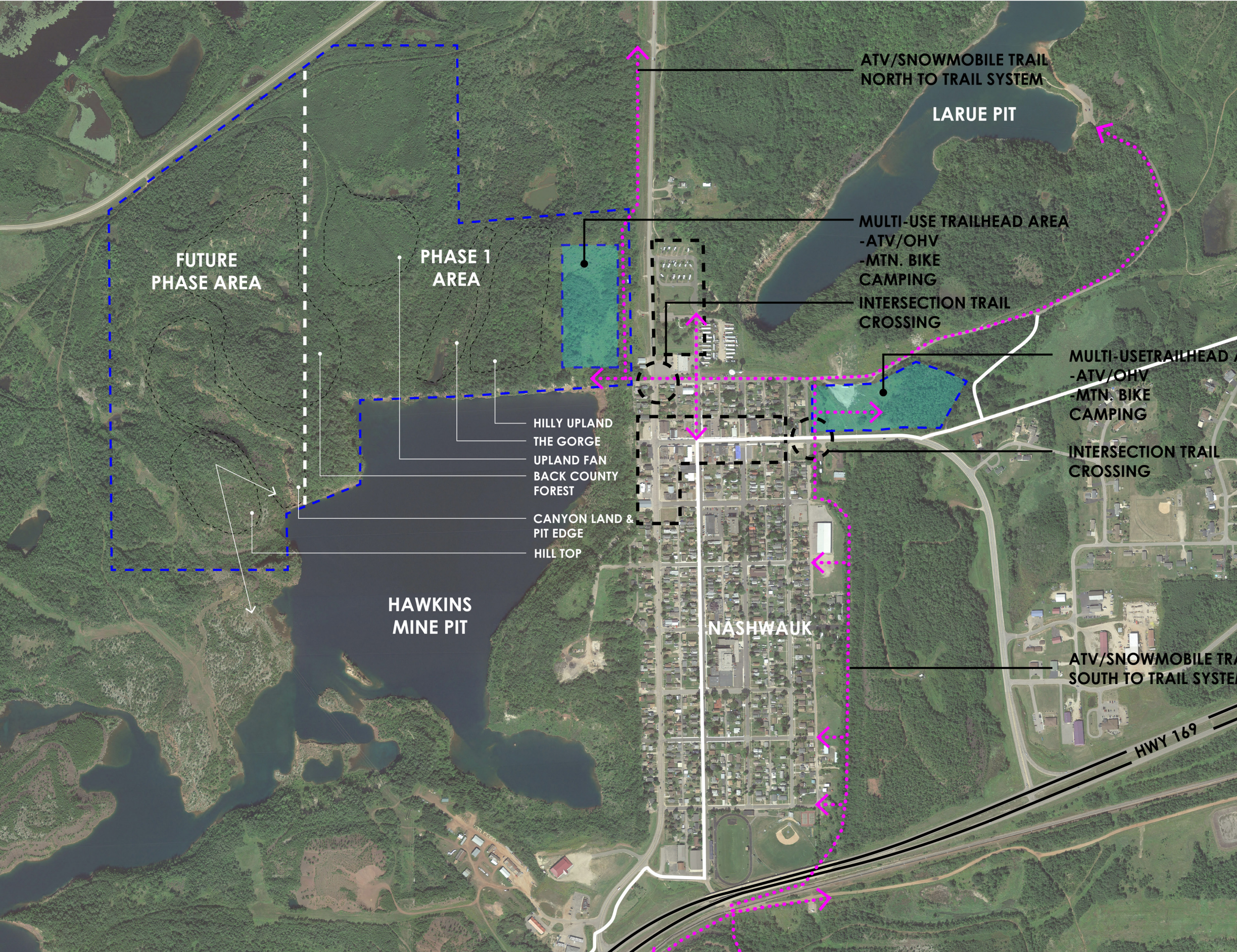
SOUTH AREA: 55 ACRES
NORTH AREA: 12 ACRES
(67 TOTAL ACRES)

OPPORTUNITIES:

- ENGAGING TOPOGRAPHY
- VISTAS OF MINE PIT & TOWN
- PROXIMITY TO COMMUNITY
- PARTIAL CITY OWNERSHIP
- MINIMAL FUTURE MINING IMPACTS?
- TRAILHEAD CONNECTIVITY TO NORTH AND SOUTH ATV TRAILS
- EXISTING ROAD ACCESS
- TRAILHEAD SITE IS OPEN/FLAT & CLOSE TO UTILITIES
- 12 RV/TENT SITES & 4 GROUP RV/TENT SITES

CONSTRAINTS:

- 2 SEPARATE TRAILHEADS IF MULTI-USE (BIKE & ATV)
- DIFFICULT/DANGEROUS CO. RD 86 CROSSING
- HIGHWAY NOISE
- RECENT CLEAR CUTTING REDUCE USER EXPERIENCE
- CONSTRAINED TRAILHEAD SITE LIMITS FUTURE EXPANSION
- LAND OWNERSHIP
- LARGE BOULDER SLOPES LIMIT AVAILABLE TRAIL SPACE
- MAINTENANCE RD THRU SITE
- SITE EGRESS LIMITED VISIBILITY



SITE B

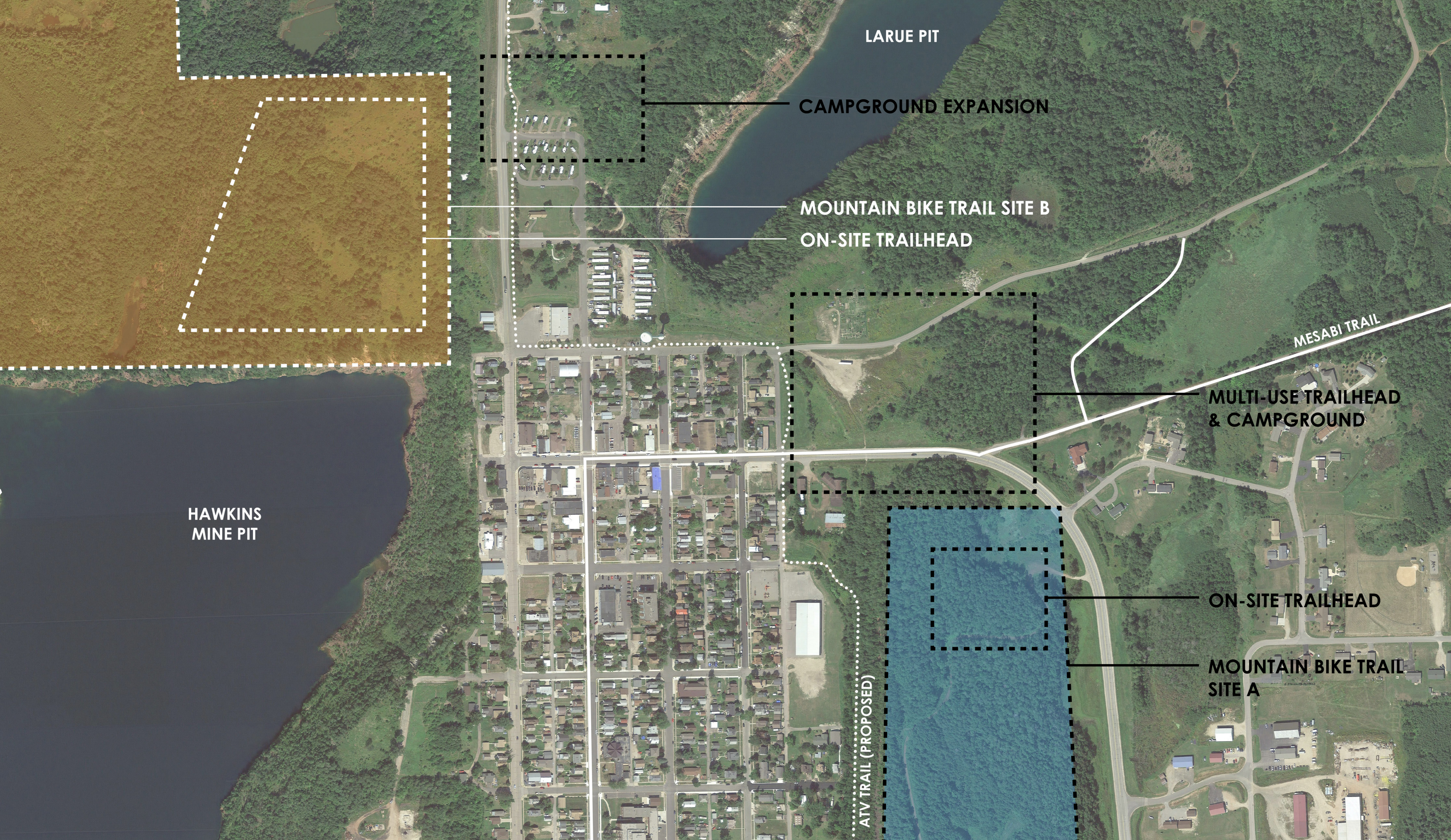
220 ACRES

OPPORTUNITIES:

- DYNAMIC LANDSCAPE/ENVIRONMENT
- HAWKINS MINE PIT VISTAS/ ACCESS
- INCREASED CAMPING TYPES: RV, TENT, REMOTE, CAMPER CABINS
- LIMITED NOISE IMPACTS
- PROXIMITY TO COMMUNITY
- SAFER ROAD CROSSINGS
- LARGER SITE FOR FUTURE PHASES
- COMBINED CAMPGROUND/ ATV/BIKE TRAILHEAD
- BIKE (& ATV?) TRAILS
- OWNERSHIP (TAX FORFEIT)
- BACK WATERS

CONSTRAINTS:

- VARIED STABILITY. PIT EDGE
- DIFFICULT ACCESS TO SOME AREAS
- DEEP RAVINE
- LIMITED DRIVE ACCESS (OLD MINE ROADS)
- LIMITED SITE PREP
- ATV TRAIL CONNECTION TO SOUTH
- OWNERSHIP



LARUE PIT

CAMPGROUND EXPANSION

MOUNTAIN BIKE TRAIL SITE B
ON-SITE TRAILHEAD

MESABI TRAIL

MULTI-USE TRAILHEAD
& CAMPGROUND

HAWKINS
MINE PIT

ON-SITE TRAILHEAD

MOUNTAIN BIKE TRAIL
SITE A

ATV TRAIL (PROPOSED)

PROJECT LOCATOR MAP
NASHWAUK MOUNTAIN BIKE RECREATION AREA

ENHANCE COMMUNITY RESOURCE CAMPGROUND EXPANSION



400' SERVICE RADIUS

PLANTED BUFFER/SCREEN FROM
ADJACENT PROPERTY

(1) GROUP RV/TENT SITE

VAULT TOILET & WATER PUMP

(14) RV/TENT SITES W/ PICNIC
TABLE, FIRE RING, & TENT PAD

(18) EXISTING RV SITE TYP.

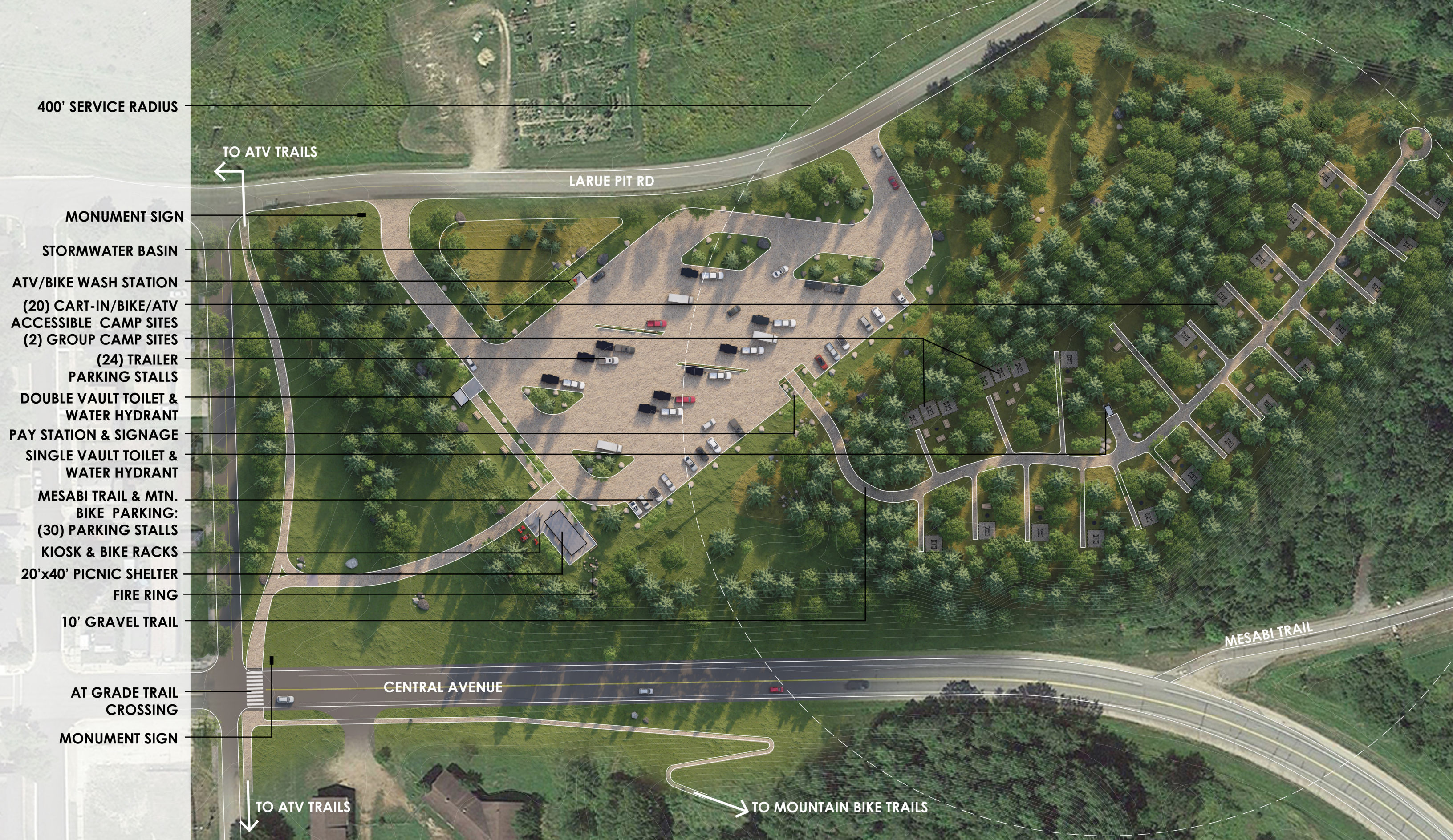
400' SERVICE RADIUS

EXISTING TENT CAMPING SITES

EXISTING BATHROOM/SHOWER FACILITY

MN-65

PARTNERING OPPORTUNITY FOR A
MULTI-USE TRAILHEAD & CAMPGROUND:
OFF-ROAD VEHICLE, MESABI TRAIL &
NASHWAUK MOUNTAIN BIKE AREA TRAILHEAD W/ CART-IN CAMPGROUND



400' SERVICE RADIUS

TO ATV TRAILS

LARUE PIT RD

MONUMENT SIGN

STORMWATER BASIN

ATV/BIKE WASH STATION

(20) CART-IN/BIKE/ATV

ACCESSIBLE CAMP SITES

(2) GROUP CAMP SITES

(24) TRAILER

PARKING STALLS

DOUBLE VAULT TOILET &

WATER HYDRANT

PAY STATION & SIGNAGE

SINGLE VAULT TOILET &

WATER HYDRANT

MESABI TRAIL & MTN.

BIKE PARKING:

(30) PARKING STALLS

KIOSK & BIKE RACKS

20'x40' PICNIC SHELTER

FIRE RING

10' GRAVEL TRAIL

AT GRADE TRAIL

CROSSING

MONUMENT SIGN

CENTRAL AVENUE

TO ATV TRAILS

TO MOUNTAIN BIKE TRAILS

MESABI TRAIL







PREFERRED MOUNTIAN BIKE AREA PLAN SITE A



WETLAND

POTENTIAL PARKING LOT
EXPANSION

MONUMENT SIGN

PUMP TRACK

PICNIC SHELTER

PARKING LOT (25 STALLS)

EXISTING ACCES ROAD

POTENTIAL PARKING LOT
EXPANSION

CENTRAL AVENUE





Appendix B: Landscape Architect Cost Estimates (AFLA)



Project Name: Nashwauk Multi-Purpose Trailhead

Prepared By: CJF

Date: 07/18/2022

Estimate of Probable Project Costs

Gravel Drive & Parking Stalls Area: SF 77220

* TRAILHEAD SITE					
No.	Item	Unit	Quantity	Unit Cost	Item Total
EARTHWORK					\$153,091
1	Jobsite Mobilizations	LOT	0.08	\$141,750.51	\$11,340
2	Site Demo: Conc., clear, Etc.	LS	1	\$17,500.00	\$17,500
3	Erosion Control Blnt, Cat. 3	SY	2667	\$2.00	\$5,333
4	Silt Fence	LF	1460	\$4.25	\$6,205
5	Gravel: 6" Class 5 Parking & Drive	CY	1430	\$45.00	\$64,350
6	Earthwork: Site Scrape, Salvage & Respread	CY	1430	\$6.00	\$8,580
7	Earthwork: Grading, excavation - no export	CY	2860	\$8.00	\$22,880
8	Topsoil Borrow	CY	170	\$35.00	\$5,949
9	Gravel Trail Earthwork (To N/S Connections)- Excavation/cut/fill	CY	192	\$25.00	\$4,796
10	Gravel Trail (To N/S Connections)- 6" Class 5	CY	137	\$45.00	\$6,157
EXTERIOR IMPROVEMENTS					\$306,316
11	Jobsite Mobilizations	EA	0.08	\$283,625.86	\$22,690
12	4" Conc. Pads: Vault, Shelter, Table Pads, Wash Station	SF	2605	\$14.00	\$36,470
13	#25 Cont. Decid. Tree	EA	63	\$450.00	\$28,350
14	6' BB Conif. Tree	EA	27	\$700.00	\$18,900
15	Seed: Native Mix	ACRE	0.5	\$3,500.00	\$1,756
16	Seed: Turf	LS	1.0	\$350.00	\$350
17	8' Picnic Table	EA	11	\$1,200.00	\$13,200
18	Boulders: 24" - 48"	EA	84	\$150.00	\$12,600
19	Log guardrail: At parking lot, Shelter space(seating), vault toilet	EA	10	\$1,800.00	\$18,000
20	Pre-cast Conc. Vault Toilet: Dual ADA	EA	1	\$43,500.00	\$43,500
21	Wash Station: Hoses, Hose Hanger, drainage	LS	1	\$2,500.00	\$2,500
22	Shelter: Pre-Fab 20'x40'	EA	1	\$94,000.00	\$94,000
23	Firepit	EA	1	\$500.00	\$500
24	Fire-ring seating - 18" Dia. Tree trunks	EA	11	\$200.00	\$2,200
25	Kiosk: Map/area trail wayfinding	EA	1	\$7,500.00	\$7,500
26	Signs	EA	8	\$350.00	\$2,800
27	Road Sign	EA	1	\$1,000.00	\$1,000
SITE UTILITIES					\$113,048
28	Jobsite Mobilizations	EA	0.08	\$104,674.00	\$8,374
29	Storm Sewer Allow	Allow	1	\$17,500.00	\$17,500
30	Storm Basin Allow	Allow	1	\$35,000.00	\$35,000
31	Water Main: 4"	LF	635	\$50.00	\$31,750
32	Water Main: 2"	LF	257	\$32.00	\$8,224
33	Yard hydrant: At Wash Station & Near Shelter	EA	2	\$3,750.00	\$7,500
34	Water Main: core Tap Exist. Watermain	EA	1	\$3,500.00	\$3,500
35	Water Main: 2" Curb Stop and Box	EA	1	\$1,200.00	\$1,200
36	Electrical: NA	LF	0	\$0.00	\$0
37	Electrical-MISC.: Cabinet, Pad, Other: NA	LS	0	\$0.00	\$0
38	Pole Light: NA	EA	0	\$0.00	\$0
Subtotal Construction Cost				Subtotal	\$572,454
39	Estimate Contingency	%	10.00%		\$57,245
40	GC's General Conditions	%	10.00%		\$62,970
41	GC's General Liability	%	1.25%		\$8,658
42	GC's P&P Bonds	%	1.50%		\$10,520
43	GC's Fee	%	5.00%		\$35,592
44	2023 Escalation	%	10.00%		\$74,744
Total Construction Cost				Total	\$822,185

Assumptions

A&E fees notincluded

Cost Based on 2022 construction costs

No Electric in project

Shelter is base model prefab, steel structure (based on Coverworx Model GA-2040-SW)

Vault toilet is based on a Crest: Precast Conc. RM-250 Dual Privy.

Water Main Tap location is unknown, quantities run 590 LF in street.

Specific stormwater management requirements are not known: Numbers are a place holder

Exist. Conc. dump size and quantities are not known

Estimates are based on concepts.

Estimate does not include cost for the campground



Project Name: Nashwauk Trailhead Area Campground

Prepared By: CJF

Date: 07/18/2022

Estimate of Probable Project Costs

Gravel Access Route: SF 17180

* CAMPGROUND SITE					
No.	Item	Unit	Quantity	Unit Cost	Item Total
EARTHWORK					\$41,422
1	Jobsite Mobilizations	LOT	0.08	\$38,353.43	\$3,068
2	Site Demo: Clear/Grub	LS	1	\$9,500.00	\$9,500
3	Erosion Control Blnkt, Cat. 3	SY	850	\$2.00	\$1,700
4	Silt Fence	LF	950	\$4.25	\$4,038
5	Gravel: 6" Class 5 Access Route & Sites	CY	318	\$45.00	\$14,317
6	Earthwork: Site Scrape, Salvage & Respread	CY	318	\$6.00	\$1,909
7	Earthwork: Grading, excavation	CY	636	\$8.00	\$5,090
8	Topsoil Borrow	CY	40	\$45.00	\$1,800
EXTERIOR IMPROVEMENTS					\$97,146
9	Jobsite Mobilizations	EA	0.08	\$89,950.00	\$7,196
10	#25 Cont. Decid. Tree	EA	12	\$450.00	\$5,400
11	6' BB Conif. Tree	EA	24	\$700.00	\$16,800
12	Seed: Native Mix	LS	1.0	\$500.00	\$500
13	Seed: Turf - Gro-low	LS	1.0	\$1,000.00	\$1,000
14	8' Picnic Table	EA	26	\$1,000.00	\$26,000
15	Vault Toilet	EA	1	\$24,500.00	\$24,500
16	Boulders: 24" - 48"	EA	10	\$150.00	\$1,500
17	Firepit	EA	22	\$500.00	\$11,000
18	Signs & Camping Self-checkin kiosk	LS	1	\$3,250.00	\$3,250
SITE UTILITIES					\$28,933
19	Jobsite Mobilizations	EA	0.08	\$26,790.00	\$2,143
20	Water Main: 2"	LF	595	\$32.00	\$19,040
21	Yard hydrant: Potable Water near Vault	EA	1	\$3,750.00	\$3,750
22	Water Main: Tap (on Site) Watermain	EA	1	\$2,800.00	\$2,800
23	Water Main: 2" Valves and Box (Blow Out)	EA	1	\$1,200.00	\$1,200
Subtotal Construction Cost				Subtotal	\$167,501
24	Estimate Contingency	%		10.00%	\$16,750
25	GC's General Conditions	%		10.00%	\$18,425
26	GC's General Liability	%		1.25%	\$2,533
27	GC's P&P Bonds	%		1.50%	\$3,078
28	GC's Fee	%		5.00%	\$10,414
29	2023 Escalation	%		10.00%	\$21,870
Total Construction Cost				Total	\$240,572

Assumptions

A&E fees not included

Cost Based on 2022 construction costs

Campground is a Cart-in(walk-in) or ATV-in to camp sites

Rustic tent campsites: Fire pit and table only

No Electric in project

Vault toilet is based on a Crest: Precast Conc. RM-150 Dry Privy Single

Water main based on run from wash station



Project Name: Nashauk Mtn. Bike Trailhead

Prepared By: CJF

Date: 03/24/2022

Estimate of Probable Project Costs

Parking Lot Area: SF 10956

Drive Area: SF 18653

No.	Item	Unit	Quantity	Unit Cost	Item Total
EARTHWORK					\$100,375
1	Jobsite Mobilizations	LOT	0.08	\$92,939.89	\$7,435
2	Site Demo: Conc. Etc.	LS	1	\$7,500.00	\$7,500
3	Erosion Control Blnkt, Cat. 3	SY	1111	\$2.00	\$2,222
4	Silt Fence	LF	470	\$4.25	\$1,998
5	Class 5 Grade Parking 6" & Conc. Plaza	CY	278	\$45.00	\$12,490
6	Widen Drive: Class 5 Grade	CY	345	\$45.00	\$15,544
6	Remove Clear & Grub	LS	1	\$12,000.00	\$12,000
7	Earthwork: Site Scrape, Salvage & Respread	CY	1123	\$10.00	\$11,230
8	Topsoil Borrow	CY	370	\$35.00	\$12,963
9	Site Grading:	ACRE	0.68	\$25,000.00	\$16,993
EXTERIOR IMPROVEMENTS					\$346,800
10	Jobsite Mobilizations	EA	0.08	\$328,055.53	\$26,244
11	Conc. Paving	SF	4032	\$8.00	\$32,256
12	Shelter	EA	1	\$200,000.00	\$200,000
13	Conc. Seat walls	CY	7.11	\$950.00	\$6,756
14	Conc. walls	CY	15.56	\$950.00	\$14,778
14	Kiosk	EA	1.00	\$10,000.00	\$10,000
15	Timber Gate/Trail Marker	EA	3.00	\$1,500.00	\$4,500
12	#5 Cont. Shrub	EA	30	\$75.00	\$2,250
12	#10 Cont. Tree	EA	4	\$200.00	\$800
13	2" BB Tree	EA	6	\$600.00	\$3,600
14	6' BB Conif. Tree	EA	8	\$700.00	\$5,600
15	Seed	ACRE	0.46	\$3,500.00	\$1,616
16	8' Picnic Table	EA	11	\$1,000.00	\$11,000
17	8' ADA Picnic Table	EA	1	\$1,200.00	\$1,200
18	Bench	EA	6	\$750.00	\$4,500
19	Trash/Recycle Set	EA	2	\$500.00	\$1,000
20	Bike Rack - Surface Mounted	EA	2	\$500.00	\$1,000
21	Place Boulders: Available on site	EA	16	\$250.00	\$4,000
22	Monument Sign	LOT	1	\$15,000.00	\$15,000
23	Signs	EA	2	\$350.00	\$700
SITE UTILITIES					\$7,500
24	Storm Sewer Allow	Allow	1	\$7,500.00	\$7,500
Subtotal Construction Cost				Subtotal	\$454,675
25	Estimate Contingency	%		10.00%	\$45,468
26	GC's General Conditions	%		10.00%	\$50,014
27	GC's General Liability	%		1.25%	\$6,877
28	GC's P&P Bonds	%		1.50%	\$8,356
29	GC's Fee	%		5.00%	\$28,269
30	2023 Escalation	%		10.00%	\$59,366
Total Construction Cost				Total	\$653,025

Appendix C: Mountain Bike Trail Design Master Plan (Kay-Linn)



City of Nashwauk, Minnesota

Nashwauk Bike Park

Master Plan

November 2022



This page left intentionally blank



Table Of Contents

Objectives.....	1
Initial Concept.....	2
Constraints.....	3
Opportunities.....	4
Beginner Bike Park.....	5
Intermediate Bike Park.....	7
Specifications.....	9
Nashwauk Bike Park Master Plan.....	15
Cost Estimation.....	16

Objectives

To provide a design for the development of a mountain bike-focused trail system on an iron mining overburden pile adjacent to the City of Nashwauk that:



Provides a diversity of high quality trail experiences that spread trail users across the landscape in an easily navigable manner;



Drives increased recreation visitation by local residents, as well as visitors to the area;



Connects directly to the City and Mesabi paved trail; and



Expands on the mountain biking opportunities recently developed across the Iron Range.



Initial Concept



The initial concept, developed prior to a site visit, included an approximately 5-mile trail system linked to a number of different bike park elements, with beginner-friendly and family-focused facilities adjacent to the likely trailhead location and more challenging facilities accessed throughout the trail system.

Constraints

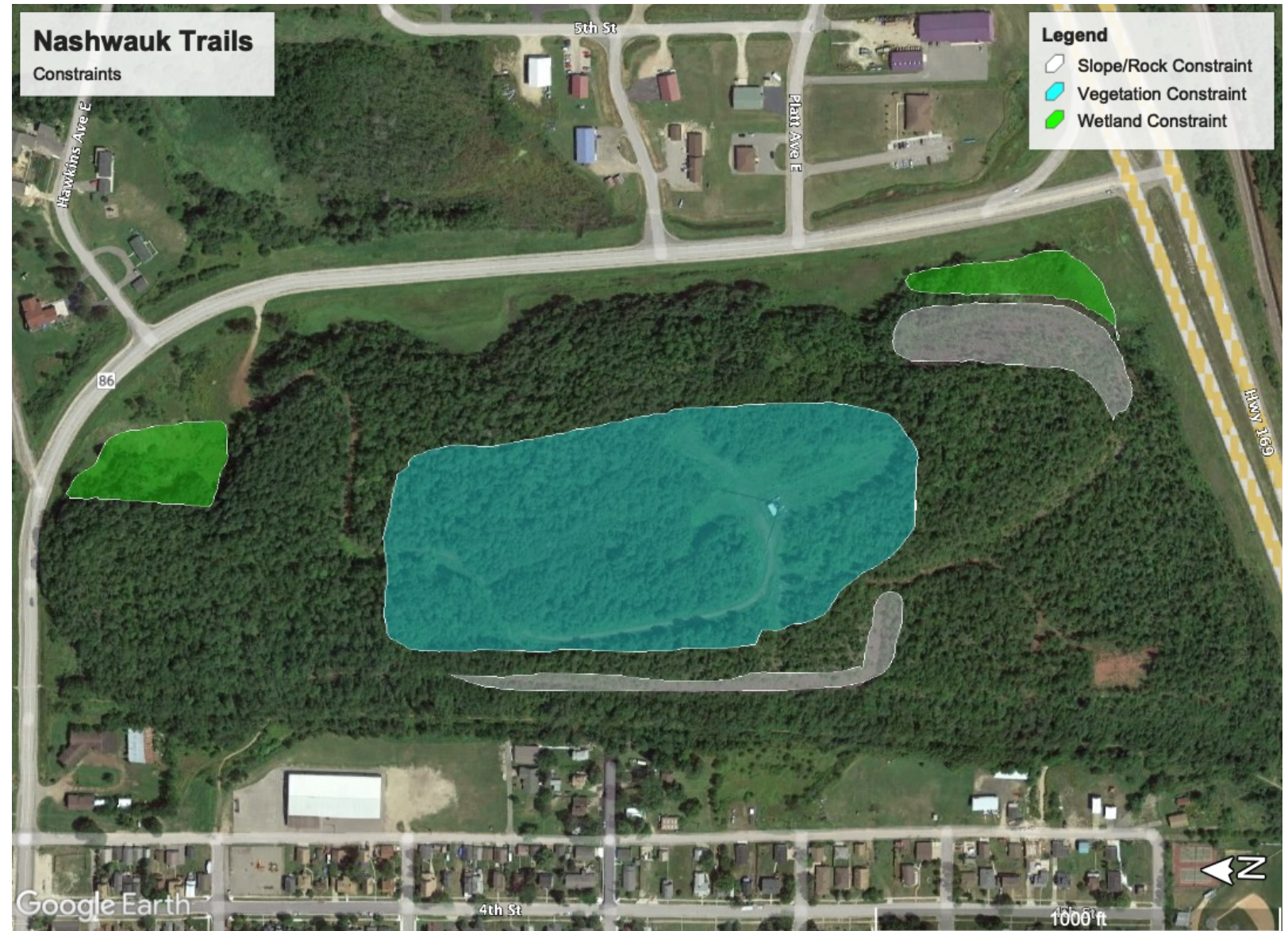
Steep Rocky Slopes

A number of steep, rocky slopes (shaded gray on map) are not conducive to the construction of trails. The size of the boulders and angle of repose on the slopes would increase safety risks for trail users and could dramatically increase maintenance needs.

On the western side of the property, nearest the residential neighborhood, the only feasible locations for trail corridors to be developed are at the top/brow of the slope and near the base. A trail at the brow will likely require considerable borrow material from adjacent to the trail to “lift and tilt” the tread and reduce the rockiness. A trail near the base will still be challenging to construct due to the presence of surface and subsurface rock, 30-60% side slopes, and the greater challenge of locating borrow material.

Post-Clearcut Forest

Much of the top of the overburden pile was recently logged (teal shaded area on map). The current thicket of yellow poplar trees, less than 2” in diameter



and often less than 2' apart, does not provide for cost-effective trailbuilding relative to the somewhat low-quality experience that can be created. Additionally, until the vegetative canopy is established as more mature trees (10-15 years), trail corridor infringement by the growing trees and understory would require undo maintenance to retain an open corridor.

Wetlands

Along the base of the pile, a number of wetland areas exist (green on map). This is only problematic for trail development on near the highway. With combination of steep, rocky slopes above, it is not possible to bring a mid- or lower-slope trail from the south to the east side, rendering reduced trail value on each of these aspects.

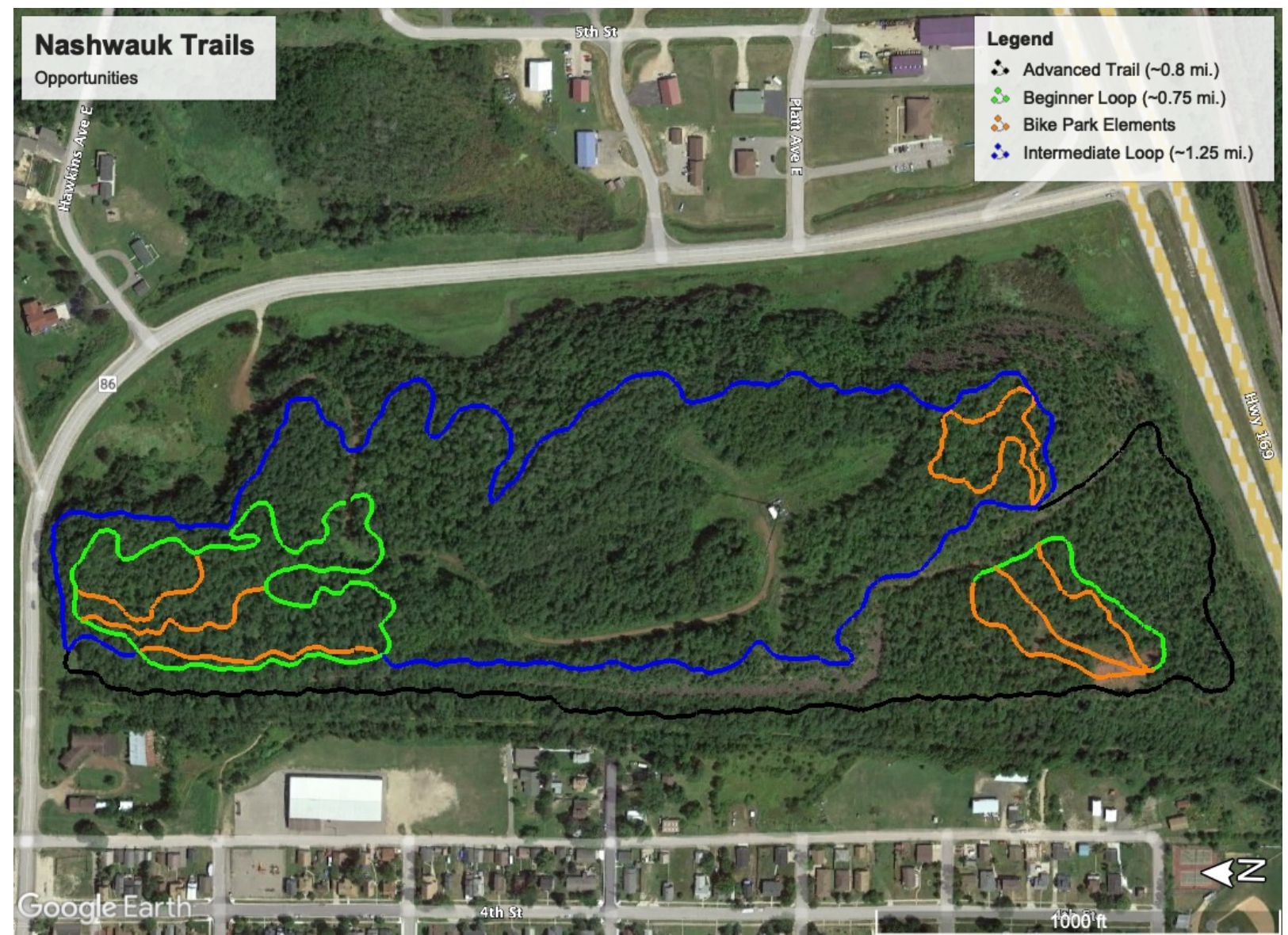
Opportunities

Bike Playground

The landscape adjacent to the proposed trailhead on the north side of the first “bench” holds the opportunity for kid- and family-friendly trail amenities. While the precise location of these opportunities are altered from the original concept, a trailhead and pumptrack (not shown on map to right) would be ideal flanking the entrance road and the “bench” above can provide a kid-friendly single track trail loop with multiple, interwoven gravity-oriented skill-building trails. This can provide a sessioning environment where the differing skill-building trails can be repeatedly ridden, employed more like a playground than a longer mountain bike ride.

Jumps & Big Rocks

The southern portion of the property also holds the potential for the development of bike park elements. Flipped in location from the original



concept, a slopestyle/dirt jump set of three routes can be created on the southwestern bench by adding a 10-15' start mound at the edge of the cleared area. The higher bench to the east has multiple “wind rows” of very large rocks that can be pieced together and connected by more challenging ladder bridge features.

Stellar Views

The intermediate loop is perched at the brow of the pile, providing range-wide views in every direction. The estimated 1.25-mile loop would still be negotiable by children and newer riders, as it is designed with gentle trail grades. The introduction of exposure will assist with preparing riders for steeper trail terrain.

Beginner Bike Park

Field Design

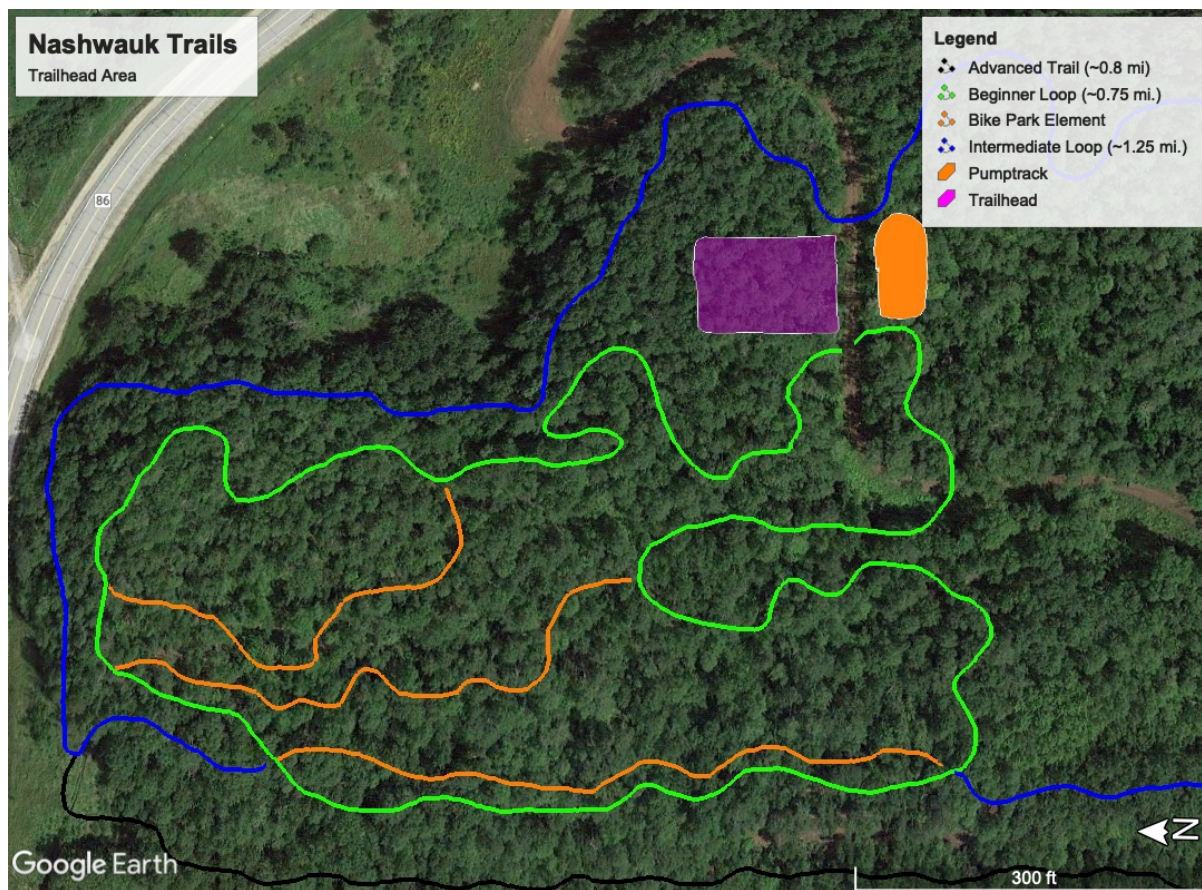
The site visit to undertake field design of the trail system has identified feasibility improvements to the initial concept (map on following page). Trail corridors (+/- 25') are marked with ribbon flagging at inter-visible distances of approximately 50' where sight lines are longer and 25' where understory vegetation is thicker and obscures sight lines.

Beginner-friendly trail alignments have been flagged in pink/black polka dot flagging, originating at the far/west side of the trailhead entrance road. An intermediate level loop originates at the near/east side of the trailhead entrance road and is flagged with orange/black polka dot flagging. Trail termini are marked with three flags and 180-degree turns in the trails are marked with two flags. Drop-in locations for gravity-oriented elements are marked with yellow/black polka dot ribbon flagging. These starting/ending locations of the trails can be adjusted to meet the needs of the trailhead configuration and/or drop-in height. In the current configuration, there is approximately 175' linear feet between the beginner and intermediate loops on the south side of the trailhead entrance road. This is an ideal footprint for a pumptrack that would connect to both trail loops.

Trailhead-accessed trails are designed with 5% average grades to facilitate youth and new rider accessibility.

Design Elements

- **Full Trail System Access-** Whether riding in the bike playground/pumptrack or using the intermediate trail to get out to the more challenging areas, optimized access is provided directly from the trailhead.
- **Pumptrack-** Best located on the south side of the entrance road, where clearing the poplar thicket will allow more mature forest cover to remain in and around the trailhead, an approximately 100' long by 100' wide asphalt pumptrack can be developed. The area is nearly flat and would be easily graded following clearing. Drainage will be relatively easy with the area maintaining a 2-4% slope down to the trailhead entrance road.
- **Mountain Bike Playground-** A short warm-up climb to the higher bench to the west and a total loop of approximately 0.75 miles leads to three different gravity-oriented options. The westernmost option is designed as a roller and wedge-type jump line. The central option is designed for slightly higher speed turning. The eastern option is routed through small rock "wind rows" that can be enhanced with low-to-ground wooden balance features.



Intermediate Bike Park

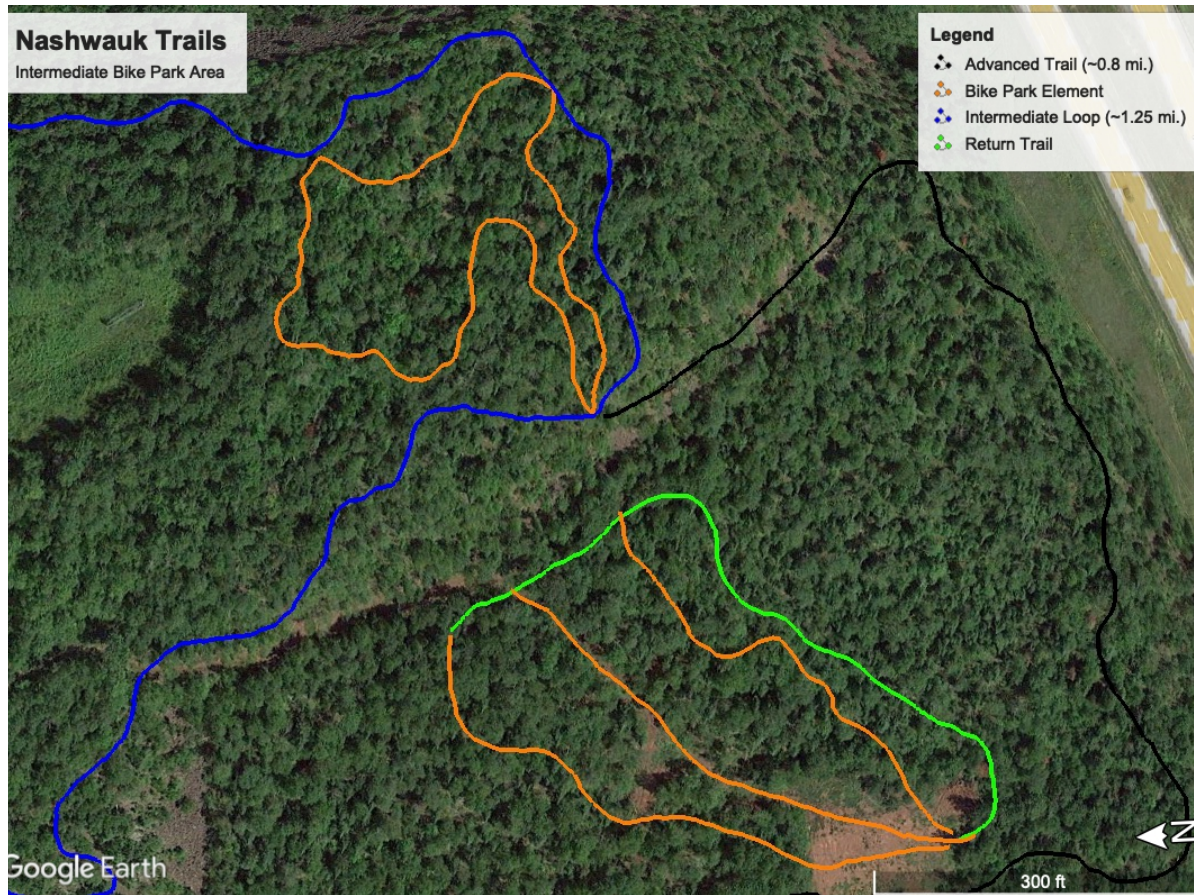
Field Design

Accessing the more challenging elements of the trail system to the south toward highway 169 is accomplished utilizing either the beginner or intermediate level trail loops. To the north out of the trailhead, the option also exists to ride the advanced level trail (flagged in pink/black polka dots) located near the base of the rocky overburden pile. The intermediate bike park elements include 1) two slopestyle lines and one jump line flagged in orange/black polka dots with a return gentle return alignment flagged in pink/black polka dots and yellow/black polka dot flags denoting a 10-15' high start mound at the south end of the clearing, and 2) a technical trail loop flagged in pink/black polka dots that intersects the intermediate cross country loop in three locations.

Design Elements

Similar to the beginner bike park zone, the intermediate/advanced zone is designed to give riders the opportunity to “session” elements, working to develop new, more advanced skills and ride with friends/family in a park-like environment. The designed elements are intended to build on the beginner bike park elements- fine balance and bike control, cornering, and jumping- and include the following elements.

- **Intermediate and Advanced Cross Country Experiences-** the approximated 1.25-mile, 36”-wide, counter-clockwise flowing intermediate trail is located at the “brow” of the overburden pile, increasing rider exposure at the edge of steeper slopes and increased rocky conditions. Alternate lines and advanced rock elements should be developed along the brow, with a slopestyle-like descent to the trailhead on the northeast portion of the loop. The approximately 0.8-mile, 24”-wide, bidirectional flowing advanced trail is located on steep, rocky sideslopes that should be constructed for slow, technically challenging riding
- **Slopestyle/Jump Area-** The cleared area in the southwest corner is an ideal area to create larger lines, importing iron-rich fill down the existing haul roads to create larger features. Two intermediate slopestyle lines with 4-6' high berms and roller doubles flank the wider, central, open road corridor, upon which 6-8' high table top jumps would be developed. This area, with great views toward Nashwauk, would benefit from the development of shade structures and community gathering aspects that complement the social atmosphere of the bike park riding.
- **Technical Balance Loop-** The short loop within the southern portion of the intermediate loop has many large rock piles that can be manipulated to form challenging, advanced riding lines. Providing alternate intermediate-level wooden balance lines would create a dynamic sessioning loop and alternatives on the intermediated -level cross country loop.



Specifications

It is imperative that new natural surface trail construction is developed in the most sustainable manner to minimize maintenance needs over the long-term, as well as focusing the stewardship inputs on tasks that are mostly easily accomplished with a low level of trail-specific knowledge. The recognized best practice for the development on soft-surface trails that have minimal natural resource impacts and are manageable by stewardship coalitions are relatively narrow (2-5' wide) rolling contour trails.

Trails are sited in a sidehill location to the greatest practicable extent. Along with a sidehill location, the trail should roll up and down, termed rolling contour trail (see 1.1), that breaks up potential stormwater drainage with frequent grade reversals (see 1.2) that will act as drains during periods of high flow. These three aspects, along with moderate trail grades and regular maintenance are the keys to the development of a sustainable natural surface trails.

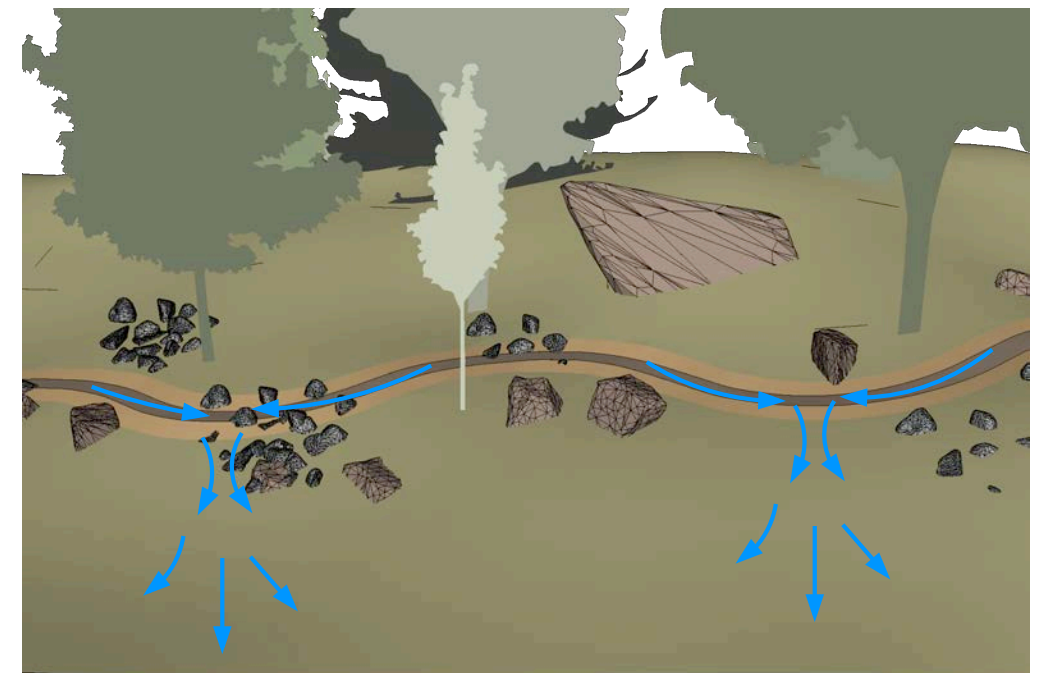
The trails are cut into the side of the hill in a full bench cut manner, rather than a partial bench cut with the outer half of the trail created from the fill. Especially with soils that do not readily bind together, high use trails receive far too much compaction stress to maintain a level tread with a partial bench cut.

Grade reversals should be moderately outsloped (7-10%) to encourage any loose sediments to carry off the trail tread. Over time, some these reversals will flatten and start to hold sediment. At that point the reversals should be cleaned and an outslope reestablished. If the reversals are excessively muddy, then they should be armored with a slight out slope to assist water off the trail tread.

Typical 1.1: Rolling Contour



Typical 1.2: Grade Reversals



Beginner Loop

Trail Type Name: Frontcountry
Difficulty Rating: Less Difficult

Typical Tread Width: 48" (Sufficient clearance for mobility devices 36" wide at pinch points)

Typical Corridor Width: 60"-72"

Tread Rugosity: Smooth and even

Average Gradient: < 5%

Maximum Sustained Grade: 7%

Maximum Grade: 8%

Typical Tread Materials: Full bench cut with mineral soil tread where landform grade > 20%. Lift and tilt construction with mineral soil material excavated from borrow pits adjacent to and downslope of trail where landform grade < 20%.

Sideslope Steepness: Flat to 45%

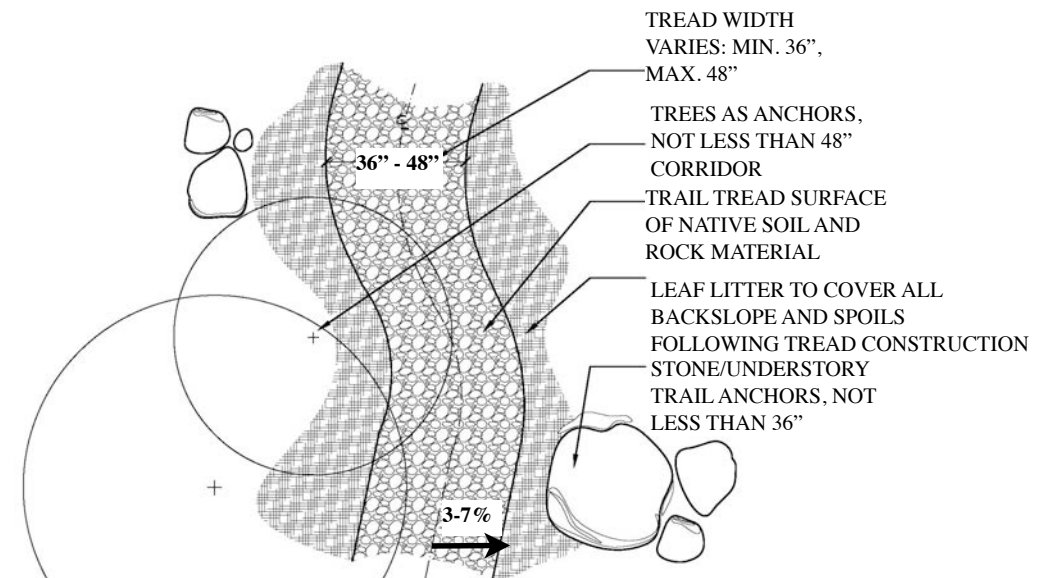
Turn Radius: Wide and open with berms of 6-18'

Trail/Structure Formality: Formal, 60" minimum width

Wet Area Crossing Formality: Formal bridges for channel crossings, rock armor where stormwater flow occurs without a defined channel

Duty of Care: Moderate

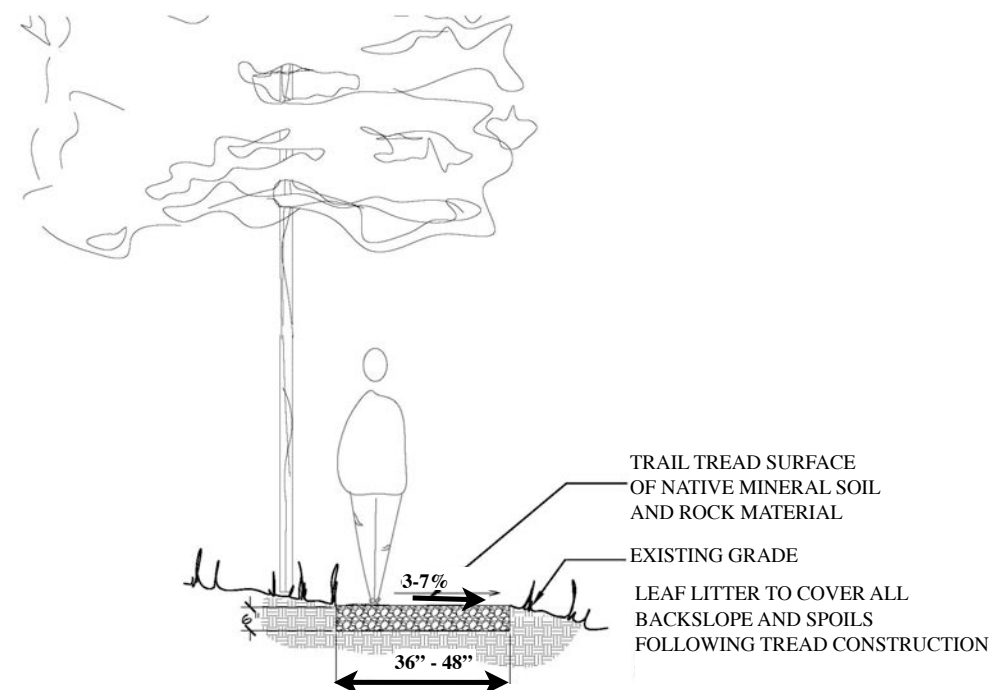
Intended Experience: The front country trail should provide a low-gradient, moderately sinuous trail experience that is narrower than a typical sidewalk but instills an intimate feeling with the surrounding landscape with low height, long wheelbase rollers and berms. Obstacles such as rocks must be adjacent to the main trail tread, should not be sharp edged or greater than 6" above the surrounding tread.



2.1

N.T.S

PLAN DETAIL: FRONTCOUNTRY TRAIL- TYP.



2.2

N.T.S

SECTION DETAIL: FRONTCOUNTRY TRAIL- TYP.

Intermediate Loop/Advanced Trail

Trail Type Name: Backcountry Trail

Difficulty Rating: More Difficult/Most Difficult

Typical Tread Width: 36" (Intermediate), 24" (Advanced)

Typical Corridor Width: 48-60" (Int.), 36-48" (Adv.)

Tread Rugosity: Uneven, with regular rock and root protrusions, < 6" (Int.) and 12" (Adv.) above trail tread

Average Gradient: < 7% (Int.) and 10% (Adv.)

Maximum Sustained Grade: 15%

Maximum Grade: 30%, with armored tread

Typical Tread Materials: Mostly natural surface (native soils) with moderate (Int.) and high (Adv.) rock content

Sideslope Steepness: Flat to 75%

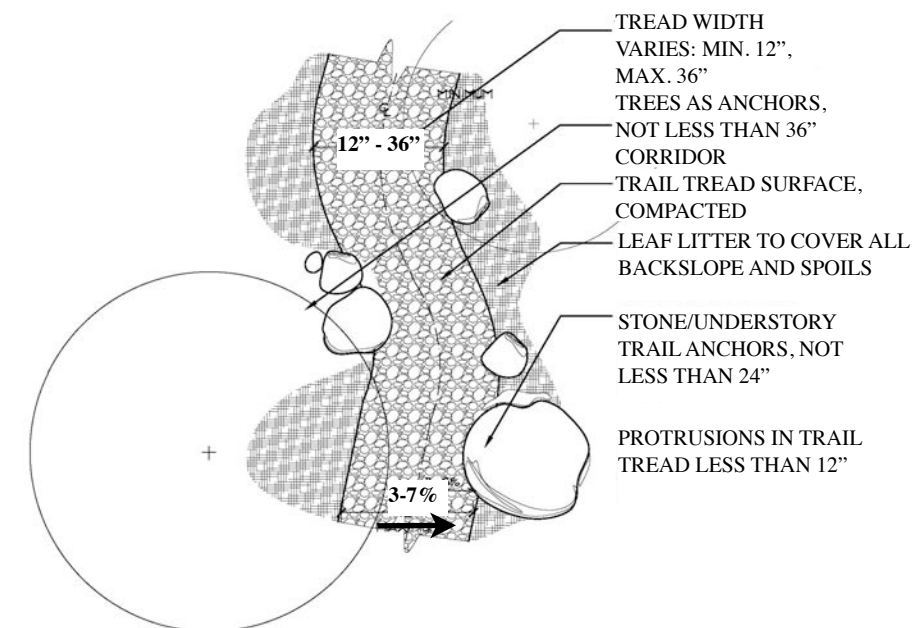
Turn Radius: Broad (~12' radius) berm turns on intermediate cross country descent to trailhead

Trail/Structure Formality: Low formality, 36" minimum width

Wet Area Crossing Formality: Armored crossings at grade where possible, bridges less formal with low level engineering

Duty of Care: Low

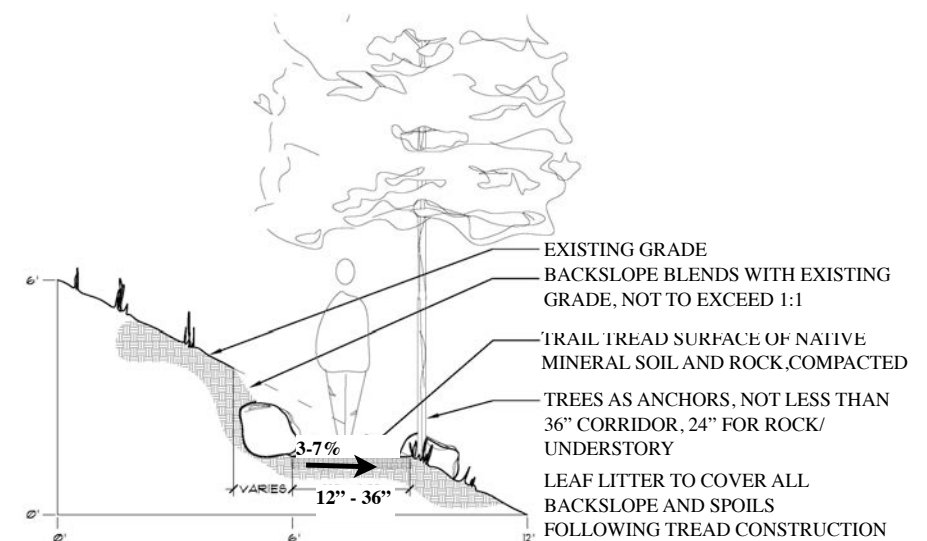
Intended Experience: The backcountry-style trails will provide a tour of the park and provide riding connectivity to the bike park elements . The trail's grade should be consistently reversing with moderate sinuosity that mimics the landscape. Tread will be moderately defined by the cleared corridor and presence of native understory and rock material. Excavated material will be utilized to super elevate the trail tread in poor draining locations along with periodic drainage features such as rock-armored grade dips/knicks.



3.1

N.T.S

PLAN DETAIL: BACKCOUNTRY TRAIL- TYP.



3.2

N.T.S

SECTION DETAIL: BACKCOUNTRY TRAIL- TYP.

Bike Park Features- Dirt

Trail Type Name: Mountain bike-optimized trail

Difficulty Rating: Less - More Difficult

Feature Width: 48-72"+ for active tread with fill for features being wider

Feature Height: 18"-4' (Beg.) and 2-6' (Int.) with dedicated jump line with 6-8' jump lips

Corridor Width: Cleared of sharp objects (vegetation and rock) and understory vegetation (< 2" dbh) to 6' on each side of feature to allow for rider recovery

Tread Rugosity: Smooth, with upper 6" of tread material rock-free

Average Gradient: 3-7%

Maximum Grade: 10%, steeper on roll-in features

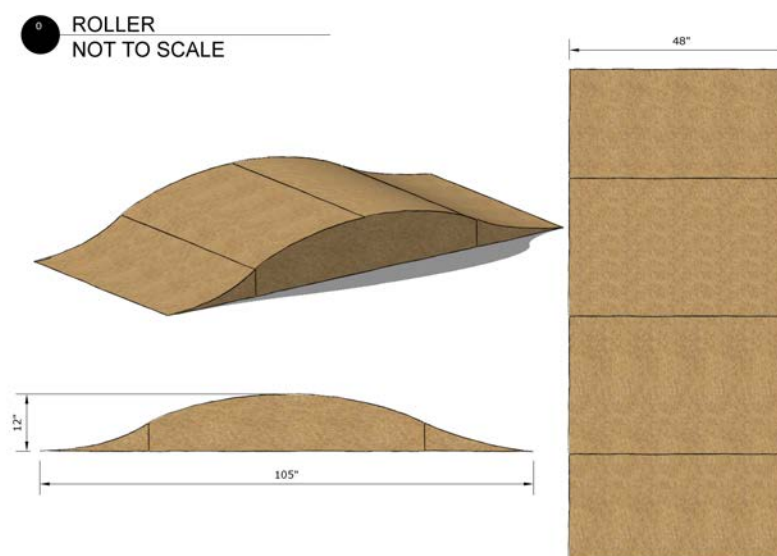
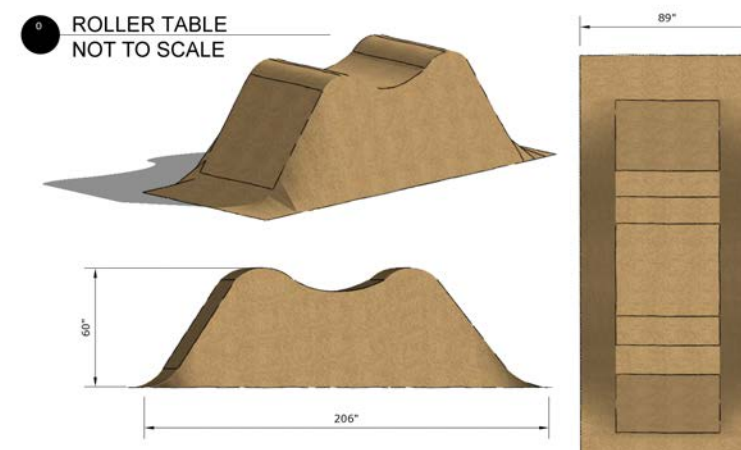
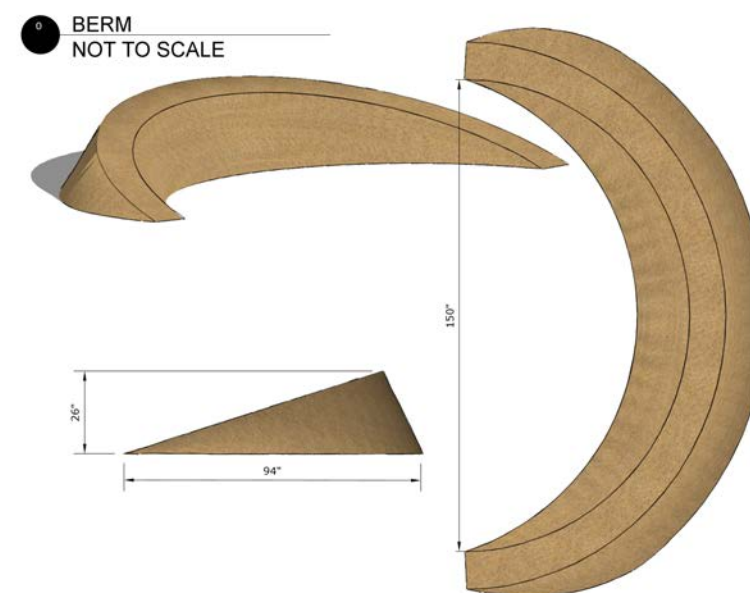
Feature Materials: Natural surface, mineral soil with lift and tilt use of borrowed mineral soil material and/or imported compacting iron-rich material for trail feature development. All constructed features compacted in 6" lifts

Turn Radius: Broad, consistent radius (> 6'), super elevated

Feature Approach/Exit: Straight, at least 12' (Beg.) and 6' (Int.)

Duty of Care: Moderate, riding inspection regular and reshaping as needed

Intended Experience: These mountain bike-optimized, one-way features are developed to build kinesthetic movement by the rider in relation to the roll and turn of the trail surface (Beg.), building to using these terrain features to maintain and increase speed and ultimately bring the rider/bike off the ground in a controlled manner.



Bike Park Features- Wood

Trail Type Name: Bike Park Elements (and alternate lines on xc trail)

Difficulty Rating: Beginner - Intermediate

Feature Width: 48" (Beginner), 12-36" (Intermediate)

Feature Height: No greater than 1/2 feature width (Beg.) and equal to (Int.) feature above ground level

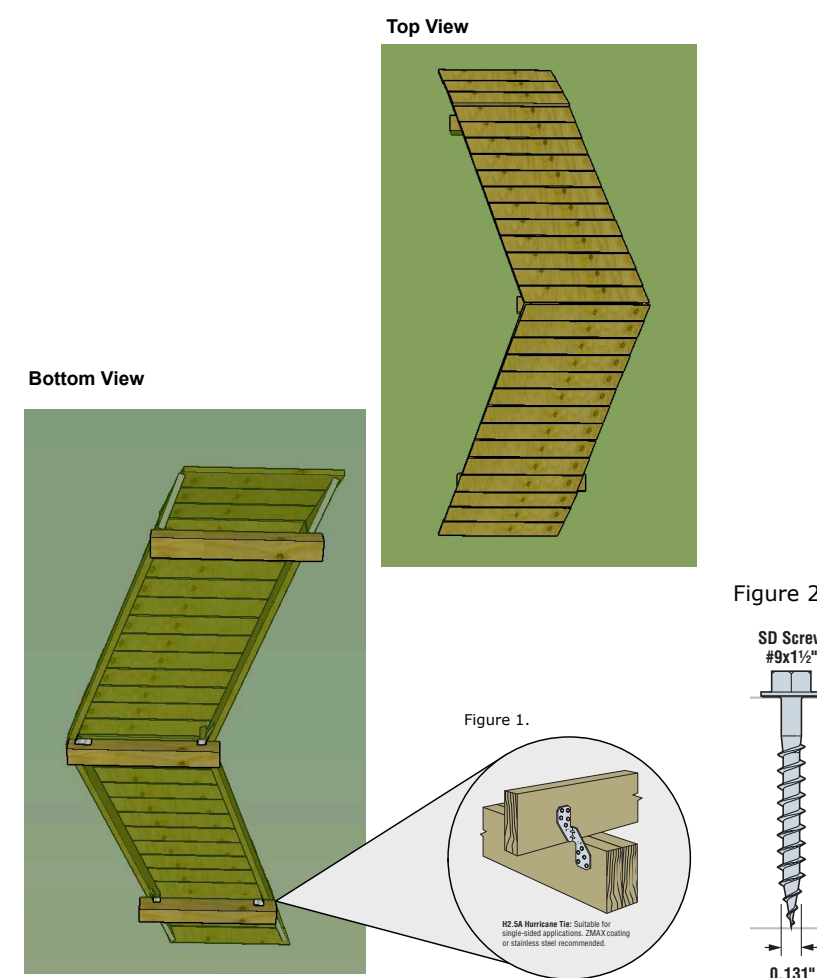
Corridor Width: Cleared of sharp objects (vegetation and rock) and understory vegetation (< 2" dbh) to 6' on each side of feature to allow for rider recovery

Feature Materials: Pre-engineered metal-wood (Beg.) and custom curvilinear wooden features, potentially affixed to rock, and composed of marine-grade ground contact 6x6" sills with pressure treated stringers on 12" centers, affixed with hurricane ties (Int.). All decking must be rot-resistant (tamarack preferred), extend no more than 3" from stringers, and screwed level to decking surface.

Feature Approach/Exit: Straight for at least 12' with smooth soil-wood transition (Beg.) and 6' with possible rock or step-up transition (Int.)

Duty of Care: High, must be inspected for stability on a regular basis

Intended Experience: These mountain bike-optimized features are intended to build balance abilities and forward-looking concentration on beginner level trails and extend those skills to bike handling challenges on intermediate level trails. Skills levels needed should be equal to trail when in the main tread alignment or one difficulty level higher when aligned outside the main trail tread alignment. Curvilinear construction in vertical and lateral planes are important to mimic natural trail conditions.



Bike Park Features- Rock

Trail Type Name: Bike Park Elements (and alternate lines on xc trail)

Difficulty Rating: Beginner - Intermediate

Feature Width: 48" (Beginner), 12-36" (Intermediate)

Feature Height: No greater than 1/2 feature width (Beg.) and equal to (Int.) feature above ground level

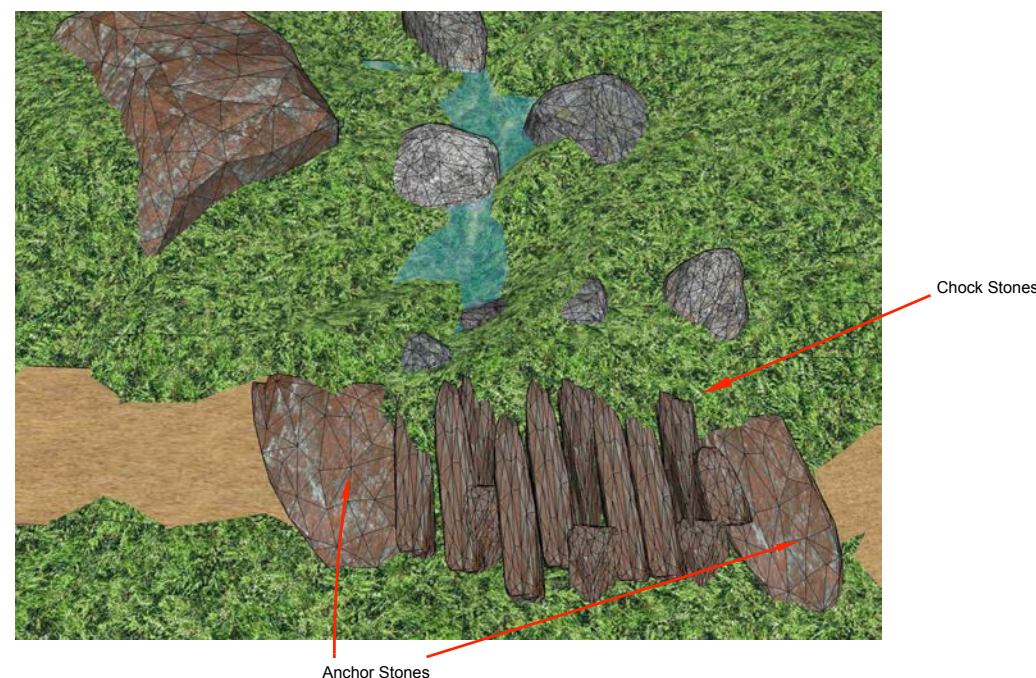
Corridor Width: Cleared of sharp objects (vegetation and rock) and understory vegetation (< 2" dbh) to 6' on each side of feature to allow for rider recovery

Feature Materials: Natural rock located within 50' of trail corridor. Large (spanning entire feature width) anchor stones will serve as the first and last stones in the feature. Each stone within the feature will have at least three points of solid contact with surrounding stones with chock stones providing final locking together of the structure. Transitions between stones should be relatively smooth with < 3" vertical face (Beg.) and can be more square-edged and/or higher < 6" (Int.). Fill material should be used to fill joints between stones.

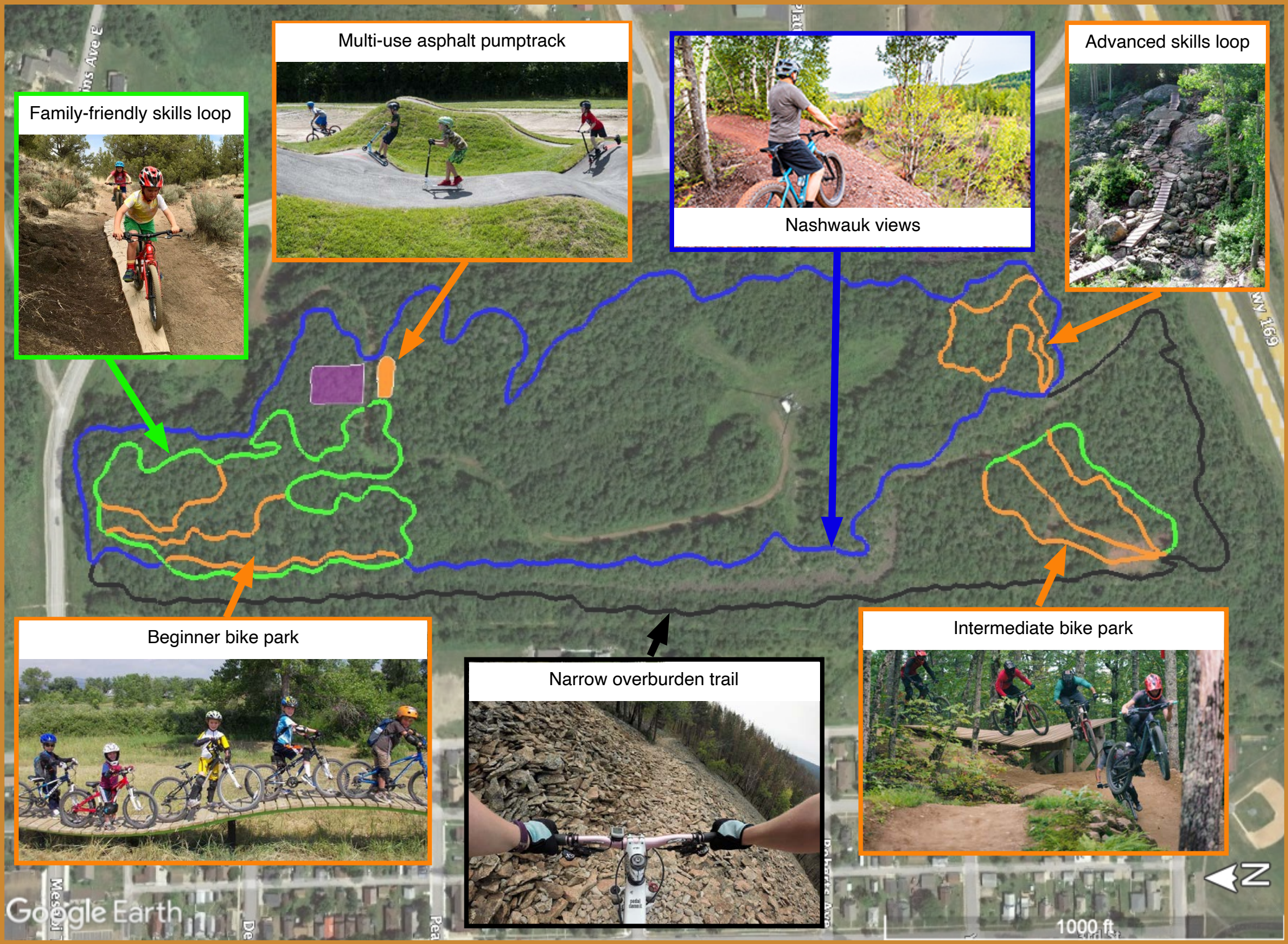
Feature Approach/Exit: Straight for at least 12' with smooth soil-rock transition (Beg.) and 6' with possible step-up transition (Int.)

Duty of Care: Low, must be inspected for stability on a regular basis

Intended Experience: These mountain bike-optimized features are intended to build balance abilities, lifting the front tire, and body position off the saddle on beginner level trails and extend those skills to bike handling challenges on intermediate level trails. Skills levels needed should be equal to trail when in the main tread alignment or one difficulty level higher when aligned outside the main trail tread alignment. Curvilinear construction in vertical and lateral planes are important to mimic natural trail conditions.



Nashwauk Bike Park Master Plan



Cost Estimation

The full suite of proposed trail construction and bike park elements for the Nashwauk Bike Park are included below, based on the information detailed above. It does not include grading, paving, shade/viewing structures, sanitation, landscaping, or signage elements. The units presented (i.e. length, square footage, feature number) are estimates only and actual units will vary based on final construction. The estimates are based upon personal knowledge of northern MN-area mountain bike trail construction pricing over the previous three years. It is possible that costs could increase in the future due to increases in prevailing wage, imported materials/trucking, fuel costs, and/or market pressures.

The project is presented in a phased approach that provides the City with a funding and implementation prioritization that balances building community momentum with the skills progression elements of the bike park.

CONSTRUCTION ITEM	EST. QUANTITY	UNIT	LOW ESTIMATE (per unit)	HIGH ESTIMATE (per unit)	MEAN ESTIMATE SUBTOTAL
Frontcountry Trail	4,000	feet	\$8.50	\$10.50	\$38,000.00
Beginner Slopestyle/Balance	1,850	feet	\$13.50	\$15.00	\$26,362.50
Backcountry Trail- Intermediate	6,750	feet	\$8.50	\$10.50	\$64,125.00
Backcountry Trail- Advanced	4,500	feet	\$10.50	\$13.50	\$54,000.00
Pumptrack	10,000	sq. feet	\$20.00	\$30.00	\$250,000.00
Intermediate Slopestyle	1,200	feet	\$18.50	\$22.50	\$24,600.00
Intermediate Jump	550	feet	\$25.00	\$30.00	\$15,125.00
Adv./Intermediate Balance	1,600	feet	\$25.00	\$30.00	\$44,000.00
Engineered metal-wood features	15	Each	\$4,500.00	\$5,500.00	\$75,000.00
					\$591,212.50

Appendix D: Funding Resources

Funding Opportunities

One of the major constraints for a trail system project is funding. Most trail networks are built using a combination of federal, state, and local sources. Opportunities available include, but are not limited to, the following.

- **Recreational Trails Program (RTP):** Enacted in July 2012 under the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Recreational Trail Program (RTP), as a part of Federal surface transportation funding, provides financial assistance for the development and maintenance of recreational trails and trail-related projects solely located within Minnesota. The grant coordinator works for the Minnesota Department of Natural Resources, and funding is available for acquisition, construction, and management of recreational trail facilities. Find more information at www.dnr.state.mn.us/grants/recreation/trails_federal.html.
- **Minnesota's Lake Superior Coastal Program:** This program funds projects within the Lake Superior coastal zone, which includes the coastal zone in St. Louis County. These are federal funds that are distributed by the Minnesota Department of Natural Resources. The grants must be matched (50%) by non-federal funds.
- **Greater Minnesota Regional Parks and Trails Commission (GMRPTC) Legacy Amendment Funds:** In 2008, Minnesota voters passed the Clean Water, Land and Legacy Amendment (Legacy Amendment) to the Minnesota Constitution, which increased the state sales tax to partially provide funding for parks and trails development in Minnesota. Established in 2013, the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) took over allocation duties of Legacy Amendment parks and trails funds. Looking to fund regionally significant trails outside of the seven-county metropolitan area, the GMRPTC ranks projects with high, medium, or low merit based on standards set forth in their strategic plan, and then grants regional designation and determines funding recommendations based on these rankings. Find more information at www.gmrptcommission.org.

- **Regional Trail Grant Program:** Established in Minnesota Statutes 85.019, the Regional Trail Grant Program issues state funds from \$5,000 to \$250,000 to promote development of regionally significant trails outside the seven-county metropolitan area. Administered by the Minnesota Department of Natural Resources, grants are reimbursement-based up to 75 percent of eligible project costs, and recipients must provide a non-state cash match of at least 25 percent. Other state funds or grants, such as Parks and Trails Legacy Grants, cannot match these grants. Find more information at http://www.dnr.state.mn.us/grants/recreation/trails_regional.html.
- **Minnesota Department of Iron Range Resources and Rehabilitation (IRRR):** Among providing other development opportunities, IRRR's Culture and Tourism Grant Program supports non-profits by supporting strong arts, culture, heritage and recreational activities in the IRRR service area, in which much of St. Louis County is located. Additionally, IRRR's Regional Trails Grant Program provides funding to assist with design, engineering and construction of various types of new trails. For more information, visit <http://mn.gov/irrb>.
- **International Mountain Bicycling Association (IMBA) Grants:** Outlining numerous resources, IMBA lists potential funding sources from all levels directed specifically to mountain biking and trail development. Find more information at <https://www.imba.com/resources/grants>.
- **Minnesota Snowmobile Trails Assistance Program (Grants in Aid):** The program is popularly known as the grants-in-aid – or GIA– program. The DNR has been delegated the responsibility of administering the funds appropriated by the legislature for the GIA program. The Minnesota Snowmobile Trails Assistance Program provides funding mostly for maintenance and grooming, through capital improvement grants for snowmobile trails are also available. Find more information at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html.
- **Minnesota Off-Highway Vehicle Grants-in-Aid (GIA):** First authorized in 1984, Minnesota's Off-Highway Vehicle (OHV) Trails Assistance Program—popularly known as the Grant-in-Aid (GIA) Program—is a cost-share program to facilitate development and maintenance of trails for use by All-Terrain Vehicles (ATVs),

Off-Highway Motorcycles (OHMs), and Off-Road Vehicles (ORVs) at the initiative of enthusiast groups or clubs, with the support and participation of local government sponsors. Off-highway vehicle organizations apply through counties, cities or townships. All aspects of OHV trail development and maintenance are eligible to receive GIA funds, including project administration, site planning, trail improvements, land acquisition for trail development, and trail maintenance. For more information, visit http://www.dnr.state.mn.us/grants/recreation/gia_ohv.html.

- **Minnesota Cross Country Ski Trail Grants-in-Aid (GIA):** The cross-country ski GIA program supports the maintenance and grooming of cross country ski trails. Grants are awarded annually for cross-country ski trail maintenance and winter grooming. The program is not currently considering funding for capital improvement project or adding new trails into the GIA program. Local units of government – such as counties, cities, and townships – are eligible grantees. Many local units of government act as a sponsor for private trail organizations, such as ski clubs. Find out more at http://www.dnr.state.mn.us/grants/recreation/gia_crosscountry.html.
- **Transportation Alternatives:** The Minnesota Department of the Transportation works with the Arrowhead Regional Development Commission to distribute Federal transportation funds to cities and counties in the region through the Transportation Alternatives program. Eligible projects include paved trails, waysides (including Trail Hubs), safe routes to school projects, and roadway aesthetic improvements. The funds are limited and competition for the funds is significant. There is a four-year project development period for this program, meaning projects funded in 2018 will not be constructed until 2022. Awarded funds can pay up to 80% of construction costs. Engineering is not an eligible cost. <https://nemnatp.org/>
- **Polaris T.R.A.I.L.S.** ATV manufacturer Polaris launched their grant program in January 2006 for ATV clubs, associations and grassroots groups. The T.R.A.I.L.S. program makes funds available to national, state and local organizations in the United States to ensure the future of ATV riding.
 - T.R.A.I.L.S. stands for:
T = Trail Development

R = Responsible Riding

A = Access

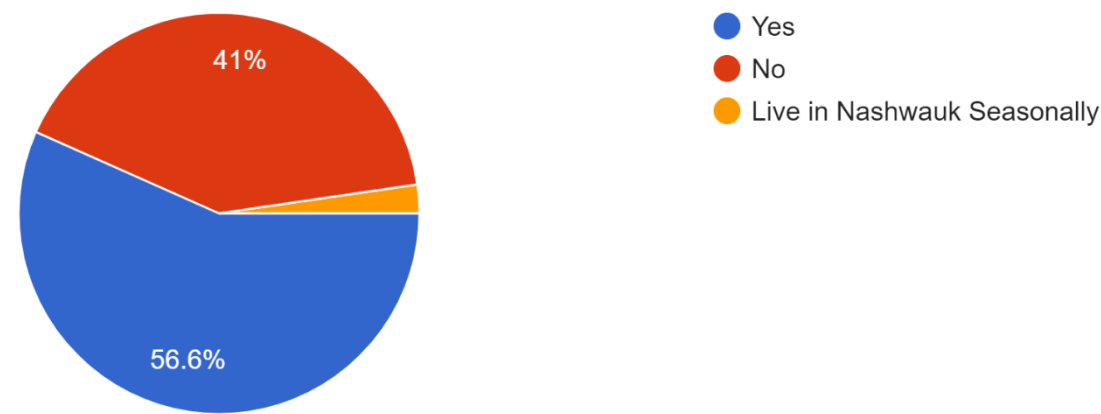
I = Initiatives

L = Lobbying

S = Safety

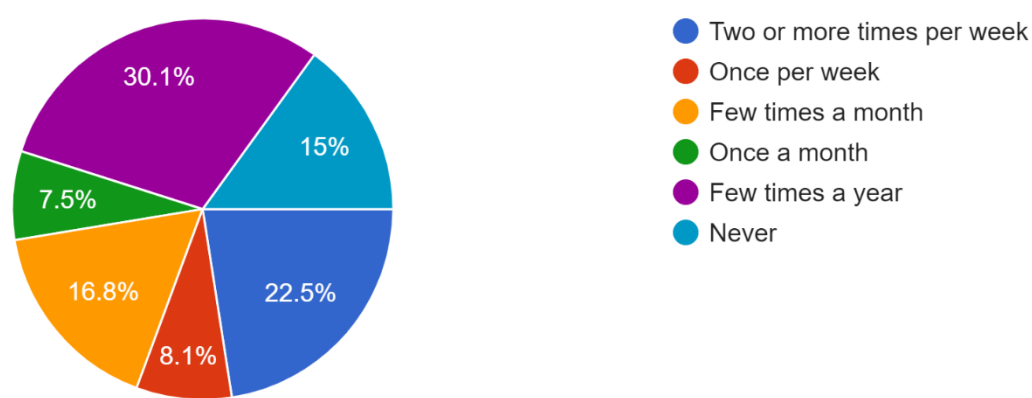
Are you a Nashwauk resident?

173 responses



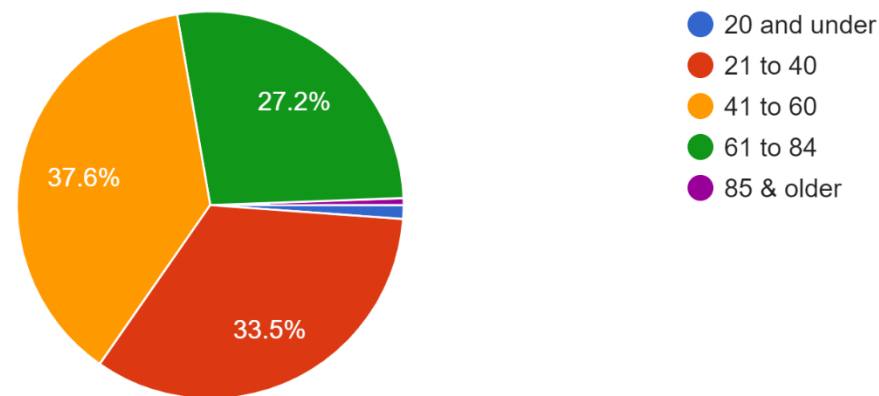
How often do you recreate (use parks/trails/outdoor activities) in Nashwauk?

173 responses



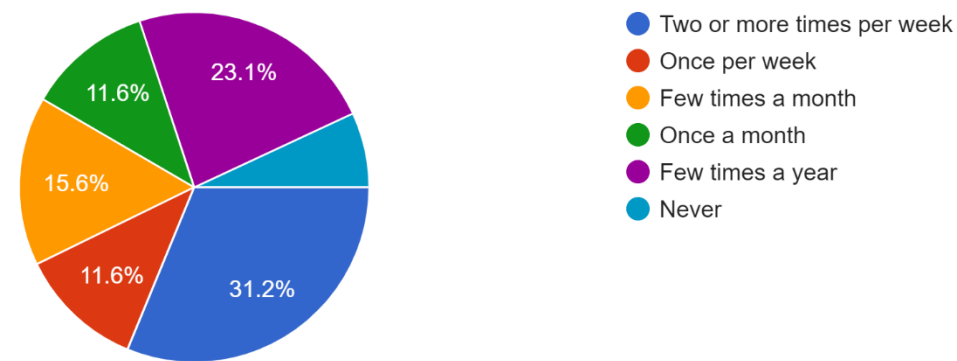
What is your age?

173 responses



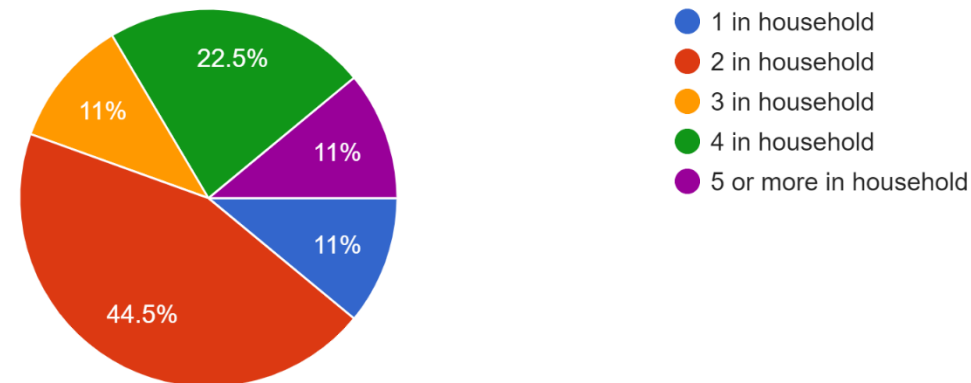
If there were more outdoor recreation opportunities provided in the City of Nashwauk, how many times a week would you utilize them?

173 responses



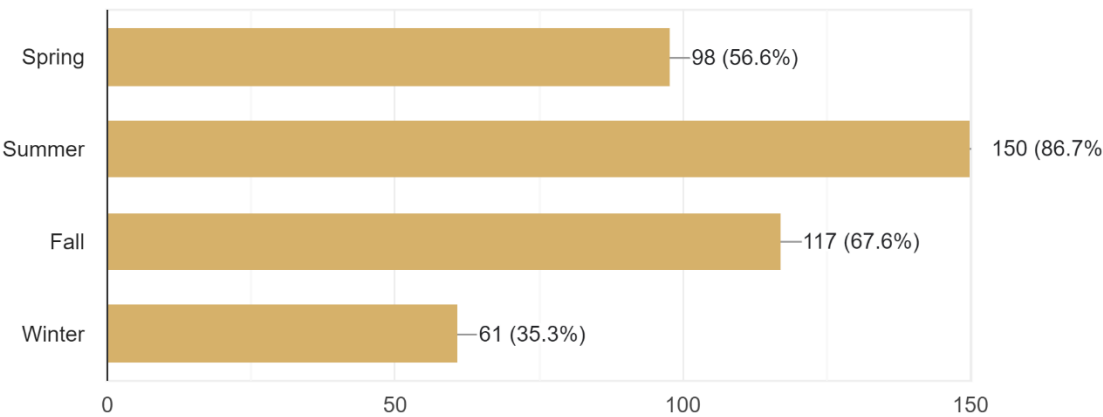
What is your household size

173 responses

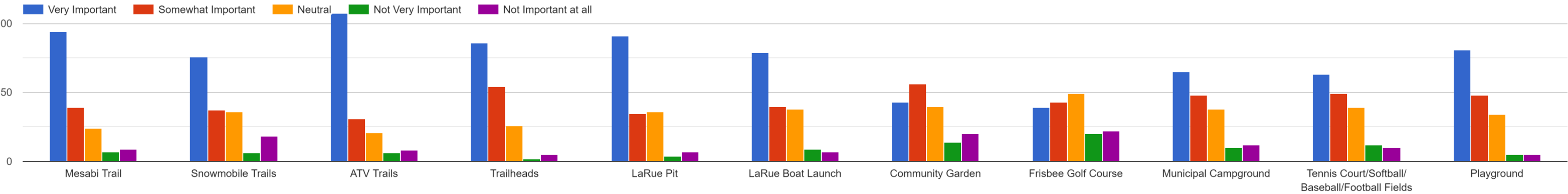


What seasons are you more apt to recreate in the City of Nashwauk

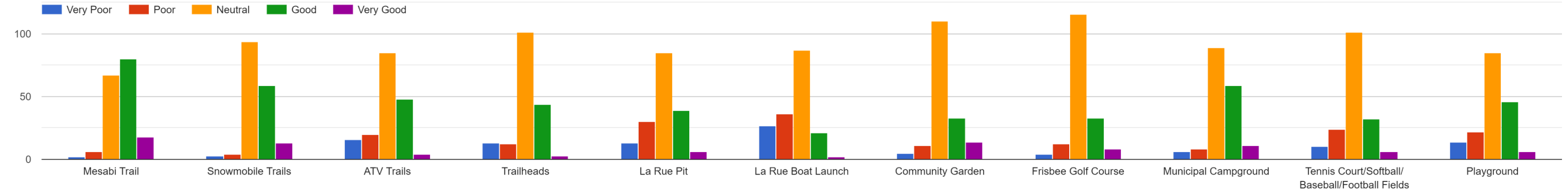
173 responses



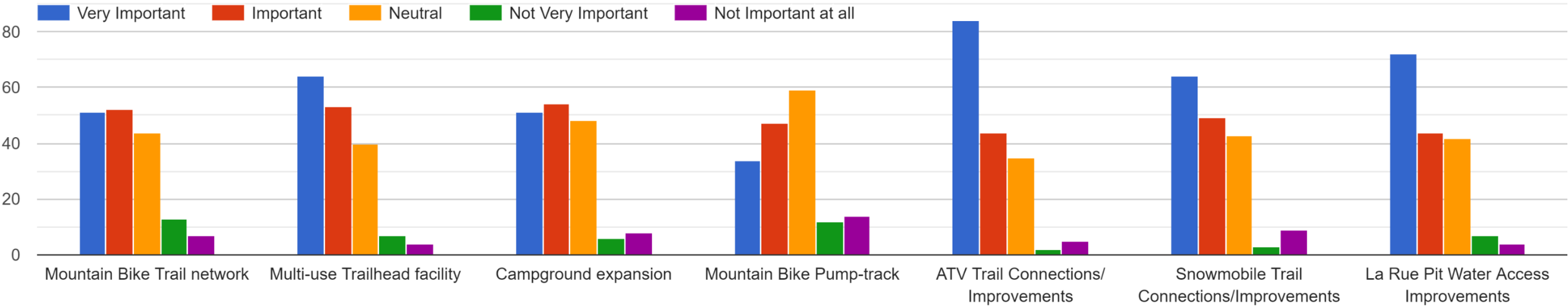
Rate the level of importance for each of the existing recreation amenities in Nashwauk



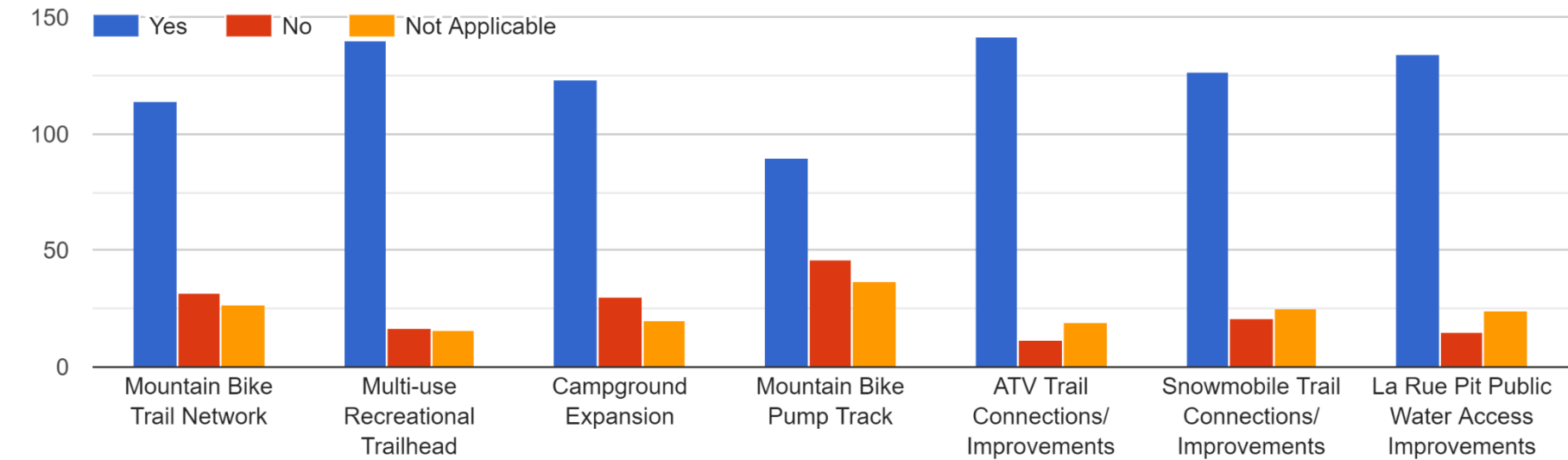
Please rate the condition of the existing recreation amenities in Nashwauk



The graphic below shows some potential recreation improvements in Nashwauk. Please rate the level of importance for each of the following possible future recreation development opportunities:

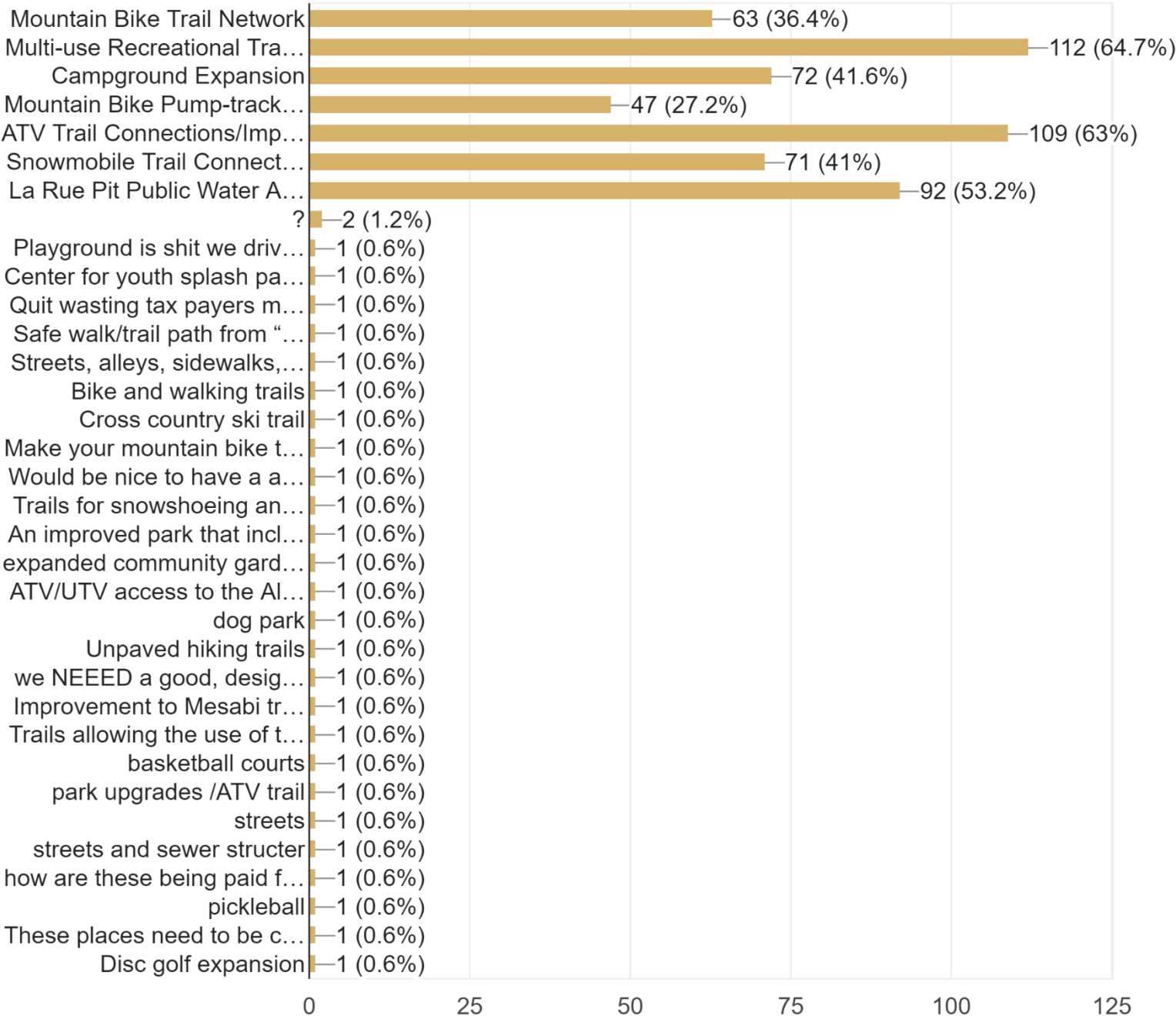


Do you support the following possible future recreation opportunities to be developed or improved in your community?



Please select up to four amenities you would like to see developed/improved in Nashwauk.

173 responses



Please use this space to provide additional information to your response above.

1. Snowmobiles laws should be enforced but that doesn't happen. If you are improving there structure in town keep them off side streets. Make a lane on central ave so they can get from there to the bars. That's the only reason they come into town. We're just promoting recreational dwi's
2. Playground in 4th is in fair condition could use updates. The other in new addition is in great condition.
3. You don't take care of the stuff that is here
4. I'd rather see something like a community pool and workout equipment for the residents of nashwauk
5. as long as you dont raise my taxes any more
6. The LaRue pit seems the most important to me.
7. I believe that the ATV/Snowmobile trails should be at the top of the list for improvements. Nashwauk needs the atv road connection completed.
8. Like to see repairs on the trails. Cleaned up and maybe spray for all the bugs
9. I don't know what a multi use trailhead facility is and a mtn bike pump track
10. Support what we tax payers can afford without raising taxes to nashwauk residents
11. Fix the Recreation Building!!!!
12. I have friends come up from the cities to specifically fat tire bike in our area. I live near the Mesabi trail and see an increase in use of the La Rue road for kayaking and biking. The road is perpetually filled with litter, debris, and people driving at high speeds.
13. Atv trails very important
14. Any developments seem like they could be positive
15. Too many ATVS and not enough ordinances in town.
16. I'm big into atv trails needs a revival trail bikers eat granola bars and drink water no money in it.
17. Laru, ATV trails, and snowmobile trails are the most popular part of this town especially for the younger generations which will be the future of this town.
18. I live just outside of the city limits. Our community would very much benefit from these programs.
19. Mountain bike pump track seems like a nice attraction. The campground location makes it feel like an extension of the trailer park.
20. Being out on the ATV trails the last few years we have seen a huge increase in numbers. This is a great opportunity for local businesses to tap into. Restaurants and gas stations along those routes are very busy. Would recommend winter access as well.
21. I don't use any of the recreation resources listed but I'm guessing at how important it is to other people. I would not use any of them regardless of the improvements made.
22. Need all ATV trails connected, the revenue created by making the Arrowhead a destination for off road would be amazing for the economy. Maybe the state should be more involved in the trails for construction and maintenance. We ride locally, but go to other states for ATV vacations because of the connected trails,.
23. I think that the proposed area for the mountain biking would be a tremendous draw to Nashwauk. It's well-situated between the Tioga Pit trails in Cohasset and Red Head Mountain in Chisholm.
24. love anything bike related
25. bikers and hikers give very little back to the community while ATV/UTV and snowmobiles spend lots of money on gas, food, beverages and I believe more emphasis should go towards improving those trail opportunities.
26. throughout the range there are very few places you can safely bring your dog to play without a leash and to be with other dogs
27. Not a resident
28. Living just 3 miles north of Nashwauk we have no ATV trail or snowmobile trail to get to Nashwauk or Pengilly. This would be a great expansion as it opens so many more opportunities for ATV's.
29. There is a growing number of ATV / UTV riders in the area. We need more trails for them. The city would benefit greatly if there was a designated trail from Nashwauk to the Alborn trail We also need trail maps available.
30. If you don't already have lodging for people to stay, then don't keep using "economic development" as a buzz word to justify tax increases to pay for improvements. Build it and they will come - only works in the movies. Lodging anchors visitors to a town and increases spending, otherwise they are just passing through and doing their spending where their lodging is. (except snowmobilers who's routes are designed to spend at bars along the way.)
31. Walking and open green space should receive high priority.
32. None
33. I would be willing to help work on some of these improvements during the summer as I am a teacher. Will there be volunteer opportunities?
34. Good for the resident's and good for tourism
35. there should be at least one basketball court for older children/adults. keewatin has three available for the public.
36. LaRue is a gem and historic. turf baseball in Nashwauk because of location would be a gold mine.
37. no additional taxes
38. no feeding regions -- birds crap all over sidewalks-cars!!!!

39. how is all this funded?
40. We need atv/utv trails so we can actually go somewhere from nashwauk. Tons of snowmobile trails but nothing for side by sides and atv.
41. I enjoy biking with kids from GR to Nashwauk and other communities along Mesabi Trail. LaRue Pit is one of our favorite stops. I can't see the details on the map and don't use the other amenities to comment. If there were a mountain biking trail developed, we would probably try it out in addition to our long distance bike trips.
42. Please focus on repairs for the LaRue pit boat access
43. NA
44. I don't see much on this questionnaire about the Mesabi Trail. With the pending completion of the trail from Grand Rapids to Ely, more amenities for bicyclers will be needed or else they will consider Nashwauk a 'pass through' town.
45. Remember the city of nashwauk needs to make money on tourism you need to connect your trail system with other towns in your area.

Please list any other suggestions of outdoor recreation amenities that you would like to see in Nashwauk below

1. Would be nice to keep the rec open for more than just a month in a half during winter. Community pool would be nice. Give the kids something to do in town during the summer than get high at the pit.
2. More picnic areas at playgrounds or ability for groups to gather. Indoor activities in rec center outside of skating.
3. Quit wasting money on new shit when you can't handle the stuff that is here
4. Community pool
5. Expansion of the overlook with more about the history of the mine and the city.
6. A batting cage or driving range
7. We need a good cross country ski trail and a place for snowshoeing
8. provide on site water supply for community garden
9. Upgrade Recreation Building
10. Basic cross country ski trail?
11. Dog Park
12. Stock O'Brien fish with walleye or open a 4 wheeler trail nashwauk to pengilly
13. Golf course
14. A ATV trail that connects to pengilly
15. Lodging options would be helpful to bring in people for recreation and to support local businesses. I also think that there should be more parking, better routes through town for bikers using the Mesabi trail.
16. A small gun range would be nice
17. Parking for ATV/snowmobile truck and trailer, have a dumpster down at the pit to get ride of trash, keep up lawn keeping down at the pit, this last summer the grass was past my knees and trash was everywhere.
18. Improved basket ball court. Better restroom/ more restrooms at the park. Improve the park. Add a shade spot with some water.
19. Dog park, expand overview for Hawkins mine into a walking trail for more views of the mine, Hawkins mine access for kayak and fishing if possible? (nor sure of land ownership, and rights to access.)
20. A splash pad
21. Groomed winter ATV trails.
22. community garden, improved, walkable greenspace like a city park, dog park, etc
23. Improved mine pit water access
24. Folks are often drawn to places that are particularly photogenic or "Instagrammable". I think some kind of outdoor feature/art installation would also draw folks into Nashwauk who may not have otherwise been inclined to stop by.
25. Tennis courts need to be improved
26. It would be good to see more restrooms along the trails for ladies.
 1. freezbe golf first 5 holes great? last ones.
 2. with ATV trail coming to life 2023 a thorough fare for safety a must!!
27. Accessible walking trails
28. Another campground on waterfront would be highly utilized
29. Sand volleyball courts
30. Trails allowing the use of tracked machines.
31. None
32. Cantina at the Vet Park old police stand. View deck, looking over Nashwauk by the alliance church.
33. Playground update

34. we would like to see upgrades to parks in town. also ATV trail system.
35. turf fields, the few around are booked solid and a money maker for the community
36. none
37. still no ATV trail - Naswauk to alborne grade only 30 yrs!!!! in progress
38. fix what we have before spending money on new stuff
39. pickleball
40. Kayak and paddle board rentals near larue.
41. An actual outdoor basketball court would be nice. And upgrade to the new addition playground would be great, With basketball hoops to.
42. Continued maintenance and monitoring of the pit so it is kept clean and inviting. Porta potty in the summer?
43. When building this network consider adding options that are not in Tioga or RedHead to help develop some different attractions. Some feature progressions for beginners to learn on is a big need for the area. Tioga has very little areas for new bikers to learn new skills like drops or smaller jumps that slowly build bigger. Redhead is almost too advanced for beginners with the hard hill climbed to get to easier trails.
44. NA
45. More amenities for Mesabi Trail riders. That demographic is more affluent and spends more money than other activities.

Please list any other suggestions of outdoor recreation amenities that you would like to see in Nashwauk below

1. Must not be additional costs to tax payers in Nashwauk already getting hit with school
2. What you are charging to live here is going up and getting sucked into a police ambulance black hole quit wasting my money
3. Safe pathway from new addition that does not require walking/biking on County Road-high traffic area and only shoulder of road to use. Not safe.
4. recreation development is fine as long as it brings in more people to use them,,also do we have enough people to maintain them? im against any increase in my taxes to fund these projects
5. A senior center would be welcome.
6. Don't waste a lot of money and raise taxes. Nobody will want to support it.
7. I hope this will not increase my taxes as they are already killing me
8. Let tax payers know ahead of any discussions on future spending for recreation development
9. Upgrade the Recreation Building
10. Definitely a secure truck parking area I know I could probably park up in the pit entrance area but I'm sure at some one would try stealing my fuel
11. Having more outdoor activities that are advertised well could bring good money in for the town while also possibly bringing more people to live here which would support or schools and could make Nashwauk a thriving community again.
12. It gets so hot at the park. There should be a shade area so small children elders can have a space.
13. Please don't increase/use my taxes to encourage people from the cities to come here and interrupt my quiet life.
14. I understand the concept of...if you build it they will come. But how much has that cost the tax payers for the frisbee? Worth it? The campground brings in the most funds out of all of them. Improve that first, the expand from there with those funds. Larue has too many sunken logs for boats.
15. None of these are specifically kid friendly. We have a lot of young parents with children who are not able to go out for these outdoorsy adventures. Our park needs upgrades and that's all we have for kids in our community. We need to think about all cohorts of the community, not just the biking/fishing/camping groups.
16. Think year round vs just seasonal.
17. Safety is a concern due to rumors of people getting things stolen from vehicle while parked in area.
18. I think if people had more reason to turn off of Hwy 169 into Nashwauk, they would come to appreciate what a unique community it is. Expanding on the existing biking infrastructure would put Nashwauk in a strong position to capitalize on a rapidly growing sector of outdoor recreation. Thank you for the opportunity to provide input!
19. spend money on things that make you money
20. we could have a senior club house
21. for both snowmobile and ATV a good place for information sign of our community at N. end by RV park south end by school football field fence overpass area!!
22. A YMCA type building. Local workout center would be great.
23. Seriously analyze if mountain bike trails are already overbuilt around the state. Minnesota had hundreds of golf courses and way overbuilt for how many golfers there are....and they all struggle. Don't overbuild thinking it will be an economic boom to the community. You don't have to be all things to all people on the backs of your tax payers. Focus on what brings people now and be really good at THAT.
24. None
25. Work with the school to have students create benches and garbage cans around Nashwauk. The students could build a floating dock for the pit. Build a pool down by the rec that is used as a skating rink during the winter.

26. Skating rink- outdoor
27. I think an ATV trail system would be very good for our town and businesses
28. we have had to drive to superior for spring sports as only playable fields for rent.
29. fix streets with already high taxes
30. how can anyone answer this truthfully without knowing how its getting paid for? taxes already increased to pay for school thats being built on free land, how much more will this cost?
31. fund needs to be grants or donations
32. LaRue pit access for boating and swimming
33. I think this will benefit the Nashwauk community greatly! Many Mountain bikers already pass through and it would just add another spot to experience!
34. NA



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-196

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
National Police Week & Peace Officers Memorial Day 2024

BOARD ACTION REQUESTED:
Adopt the Resolution Re: National Police Week, which recognizes May 15, 2024 as National Police Week & Peace Officers Memorial Day in Itasca County.

BACKGROUND:
Peace Officers Memorial Day and **Police Week** is an observance in the United States that pays tribute to the local, state, and federal peace officers who have died, or who have been disabled, in the line of duty. Peace Officers Memorial day is celebrated May 15th of each year and the week in which it falls as Police Week.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

RESOLUTION 2024-26

RE: NATIONAL POLICE WEEK

WHEREAS, the Congress and the President of the United States of America have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week and,

WHEREAS, the members of the Itasca County Sheriff's Office, along with all law enforcement in Itasca County, play an essential role in safeguarding the rights and freedoms of the citizens of Itasca County and,

WHEREAS, law enforcement officers are guardians of life and property, defenders of the individual right to be free men, warriors in the war of crime, dedicated to the preservation of life, liberty, and the pursuit of happiness and,

WHEREAS, the men and women of the Itasca County Sheriff's Office, along with other law enforcement officers in Itasca County, unceasingly provide a vital public service and,

WHEREAS, the County of Itasca desires to honor the valor, service, and dedication of its own law enforcement officers and,

WHEREAS, LEOKA statistics show that every two days in America, a law enforcement officer will be killed in the line of duty somewhere in the United States, and eighty-nine officers will be seriously assaulted in the performance of their duties. The community joins with other counties, cities, and towns to honor all peace officers everywhere and,

WE, THEREFORE, PROCLAIM the week of May 12 through May 18 to be Police Week and call upon all our citizens--as well as our patriotic, civic, and educational organizations--to honor, commemorate, and show appreciation for our law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated services to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens; and

WE, THEREFORE, CALL upon all citizens of Itasca County to observe the 15th of May 2023, as Peace Officers Memorial Day, in honor of those law enforcement officers who, through their courageous deeds, made the ultimate sacrifice and service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May A.D. 2024.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

REQUEST FOR BOARD ACTION: RBA-2024-197

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
National Correctional Officers Week 2024

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Proclaiming the Week of May 5 – May 11, 2024 as National Correctional Officers Week.

BACKGROUND:
May 5-11, 2024 is National Correctional Officer's Week and a time to officially recognize Corrections Officers for their bravery, service and sacrifice. Corrections Officers face incredibly challenging and dangerous working conditions every single day. Corrections Officers work long hours away from home due to chronic short staffing and pandemics, which make their jobs even more difficult, but they do it to keep our communities and our families safe.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 7, 2024

RESOLUTION 2024-27

RE: PROCLAIMING THE WEEK OF MAY 5 - MAY 11, 2024 AS NATIONAL CORRECTIONAL OFFICERS WEEK

WHEREAS, one week each May, is officially designated as Correctional Officers Week, established by President Ronald Reagan on May 5th, 1984. This year, Correctional Officers Week is May 05-11, 2024, and,

WHEREAS, the Itasca County Sheriff's Office supports the proposition that the men and women who perform the difficult task of supervising the County's inmates deserve this recognition and,

WHEREAS, the Itasca County Sheriff's Office recognizes that detention staff are professionals, equal in status and importance to other professionals and effective at the administration of justice.

NOW THEREFORE BE IT RESOLVED, that we, the Itasca County Board of Commissioners, do hereby proclaim the week of May 05-11, 2024, as Correctional Officers' Week in Itasca County, in honor of the dedicated professionals who supervise the County's inmate population:

CO Chris Acevedo	CO Christopher Kebart	CO Donald Roberts
CO Troy Anderson	CO Cary Kuck	CO John Rodgers
CO Kayson Angell	CO Kaden Kucza	CO Amy Slettom
CO Aiva Brenna	CO Remington Laveau	CO Garrett Smith
CO Grace Bryngelson	CO Dylan Maki	CO Jenna Soltis
CO Lisa Evans	CO Makenzie Morse	CMHP Ashley Mohler
CO Rob Geving	CO Brandon Nistler	Sgt. David Frechette
CO Anthony Hanson	CO Nathan O'Brien	Sgt. Chad Latvala
CO David Hill	CO Olivia O'Hern	Sgt. Erin Nelson
CO Todd Janecke	CO Marnie Olson	Sgt. Dustin Ross
CO Darin Johnson	CO Taylor Peck	Lt. Shawn Racine
	CO Adam Rabey	Capt. Lucas Thompson
	CO Matthew Reasoner	

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of May 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 7th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "Brett Skyles", is written over a horizontal line.

Administrator