



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 14, 2024

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.9 (Amend Action Re: American Rescue Plan (ARP) Request - Lake Jessie Township) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, May 7, 2024 County Board Work Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, 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 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.

2. Approve the Computer Hardware Hosting Agreement between Minnesota Counties Information Systems (MCIS) and Itasca County.
3. Approve the donation of 100-120 end-of-life analog monitors for PCs for People/KOOTASCA Community Action.
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.
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.
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.
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.
8. Approve 2024 Environmental Trust Fund Grant of \$5,000.00 to the Grand Rapids High School Future Farmers of America (FFA).
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.
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 LOSH grant consulting services; and authorize necessary signatures.
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.
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.

VI. REGULAR AGENDA

1. Citizen Input
Stephanie Lipsky provided citizen input regarding interest of having the Itasca Pride event scheduled for June 23, 2024 moved from the Central School property to a private venue.
2. Legislative Conference Call
A Legislative Conference Call was provided by Senator Justin Eichorn, Legislative Assistant Victor Florell, and Itasca County Lobbyist Shane Zahrt.

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

Farewell to Luke St. Germain, whose last day as Veterans Service Officer with the Veteran Services Department was April 30, 2024, after 6+ years of service.

Farewell to Caleb Zaffke, whose last day as Accounting Technician with the HHS Department was May 3, 2024 after 11+ years of service.

Welcome to new employee, Katie Carlson, Public Health Nurse with Health & Human Services Department, which was effective May 13, 2024.

Welcome to new employee, Mandy Windorski, HR Specialist with the Human Resources Department, which was effective May 13, 2024.

Farewell to Jacob McCartney, whose last day as Highway Maintenance Worker with the Transportation Department will be May 17, 2024, after 6+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 17, 2024, in the amount of \$3,646,291.52.

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

5. American Rescue Plan (ARP) Request – CEDA/Itasca County

Motion To: Approve the American Rescue Plan (ARP) request, in an amount up to \$25,000, from CEDA/Itasca County.

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

6. BCA Lease

Motion To: Approve the Lease between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Public Safety and authorize 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

7. Award Contract 66112 – CSAH 61 Bridge Replacement

Motion To: Pending approval by MnDOT, award contract 66112, CSAH 61 Bridge Reconstruction, to S & R Reinforcing, Inc. and authorize required signatures on the contract documents.

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

8. Meds-1 Update

Jim Ducharme from Meds-1 Ambulance Service and Kevin Lee, Rob Almendinger, and Brent Custard from North Ambulance presented information regarding the pending sale of Meds-1 to North Memorial Ambulance.

Motion To: Approve a Letter of Support regarding the Transfer of Ownership from Meds-1 Ambulance to North Memorial Ambulance, pending County Attorney review and approval.

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

9. Amend Action Re: American Rescue Plan (ARP) Request – Lake Jessie Township

Motion To: Amend the motion adopted at the April 23, 2024 County Board Regular Session to approve an American Rescue Plan (ARP) Request, in the amount of \$25,214, from Lake Jessie Township by striking \$25,214 and inserting \$20,000.

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

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding his attendance at a recent Chamber Luncheon regarding tourism, as well as various township meetings and Airport Road concerns.

Commissioner Smith provided comment regarding fishing opener and tourism, as well as plans to attend the upcoming Community and Economic Development Associates (CEDA) Annual meeting.

Commissioner Venema provided comment regarding his attendance at a recent Highway 169 meeting with MnDOT District 1.

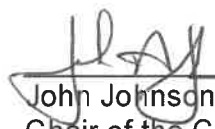
Commissioner Johnson provided comment regarding iron mining in Itasca County.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 3:30 PM.

ATTEST



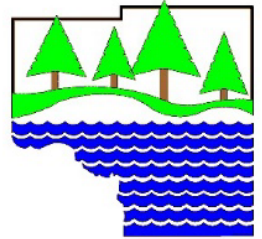
John Johnson

Chair of the County Board



Brett Skyles

Clerk of the County Board



May 14, 2024

Chair:

PULL: None

ADDITIONS:

1. Item #6.9 – Amend Action Re: American Rescue Plan (ARP) Request – Lake Jessie Township

CHANGES: None

INFORMATIONAL: None



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

DRAFT

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
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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
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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
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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
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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
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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
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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
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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
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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
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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
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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
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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
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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 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



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

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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.



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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.



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.



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

Nancy Nilsen

Signer ID :TNTFZXFM37...

Name: Amber Peratalo
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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

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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 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



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

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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 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 14, 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
----------------	--------------------------------	---------------------------------

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

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 ****

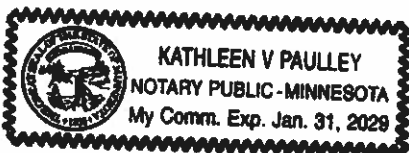
Janet Hammerlund, President AND _____, TO ME PERSONALLY
KNOWN, WHO, BEING EACH BY ME PERSONALLY SWORN, EACH DID SAY THAT THEY ARE
RESPECTIVELY THE President AND
_____ OF THE TNT Construction Group, LLC

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
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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	2104.502/01220	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
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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 14, 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

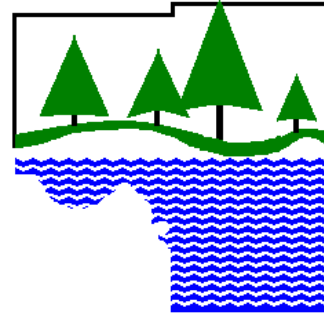
05/07/2024

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

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

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.

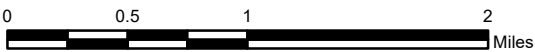
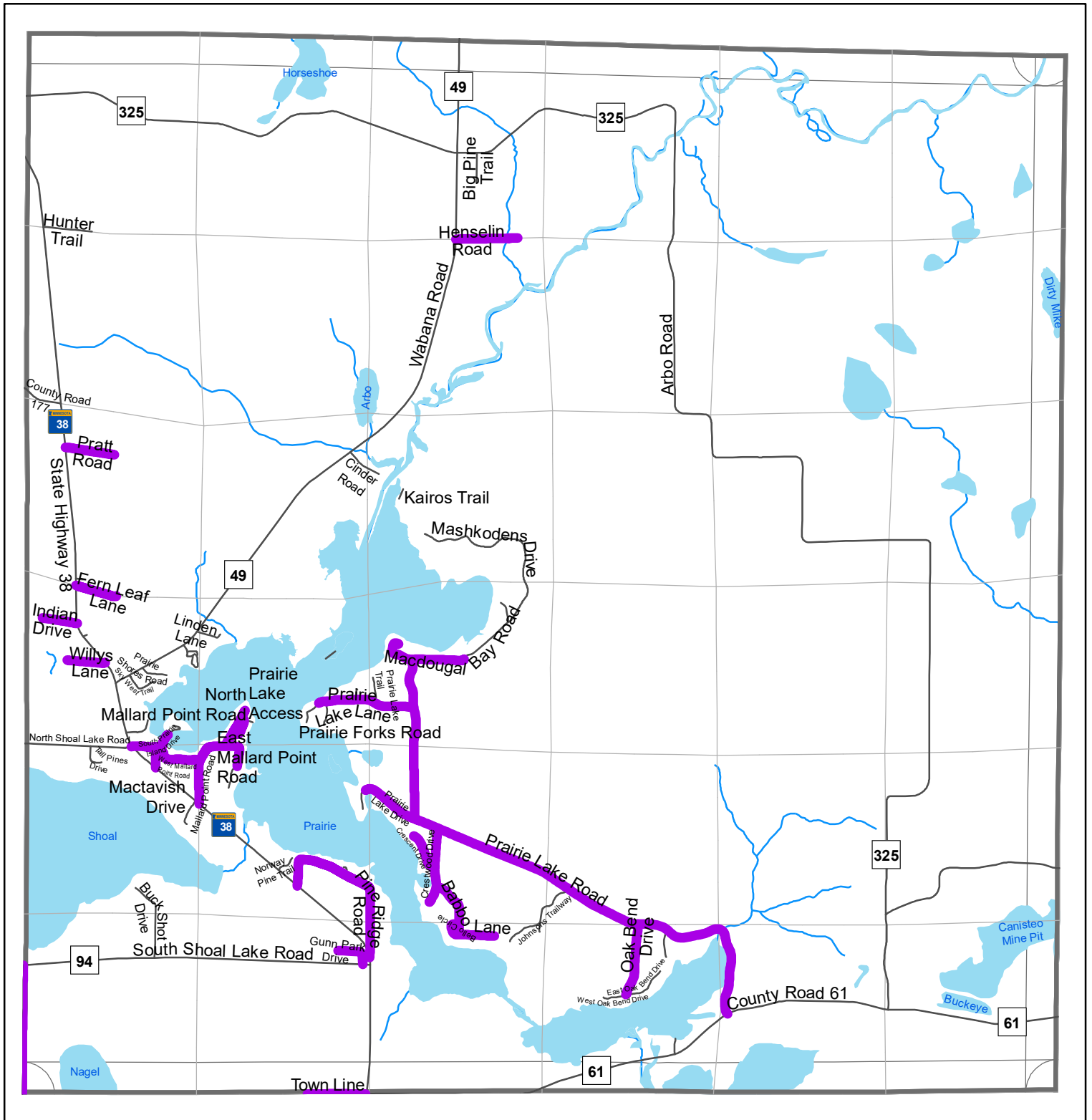
If there are any questions, please feel free to stop by our office or give me a call at (218) 327-2843.

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



Itasca Geographic Information System
"decision support through automation"

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method or in any form without written permission.

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

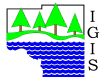
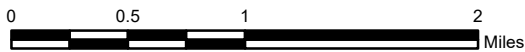
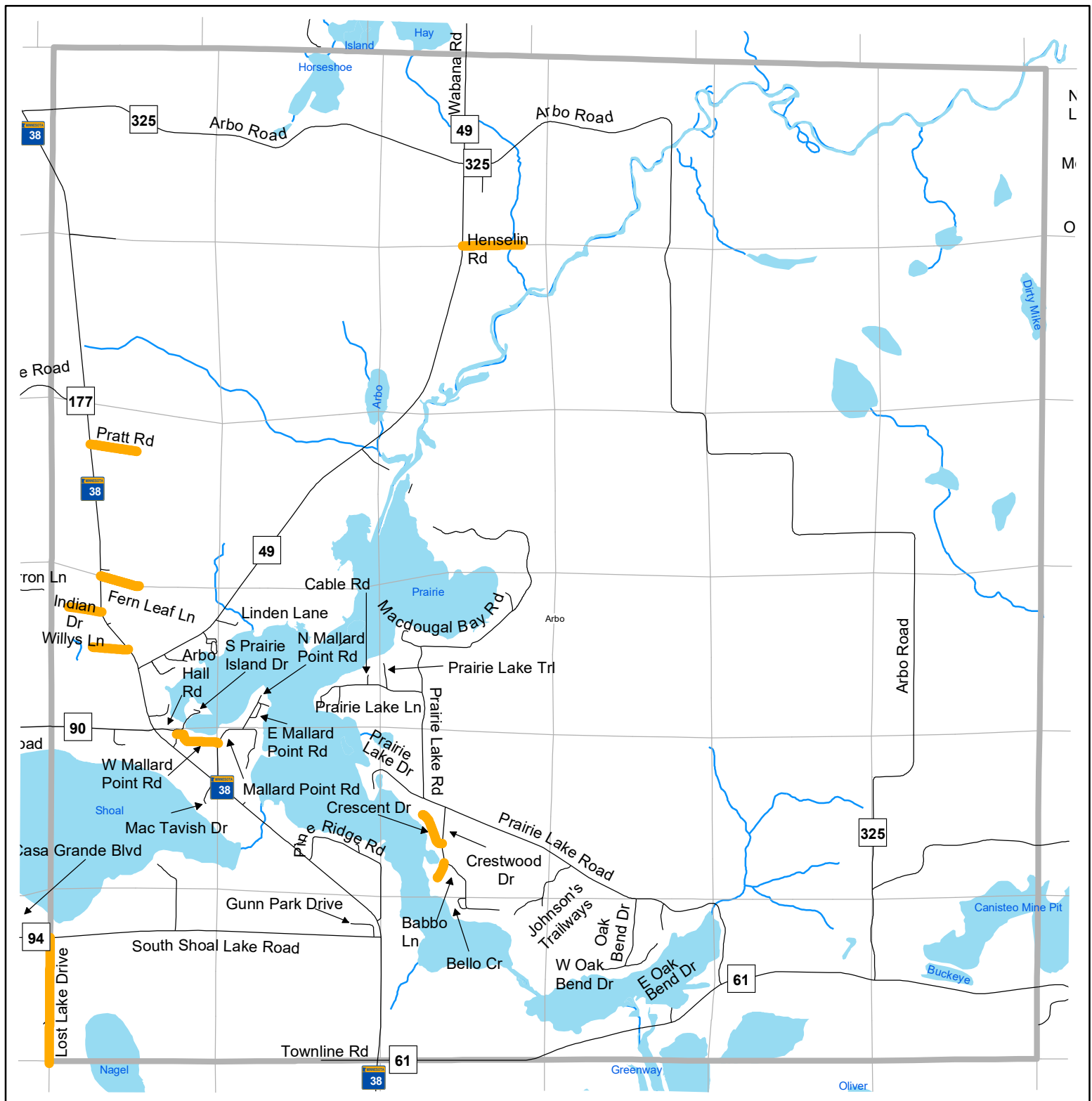


**Township Road Maintenance
Snow Plowing
Last Updated:**

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"

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

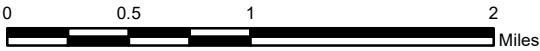
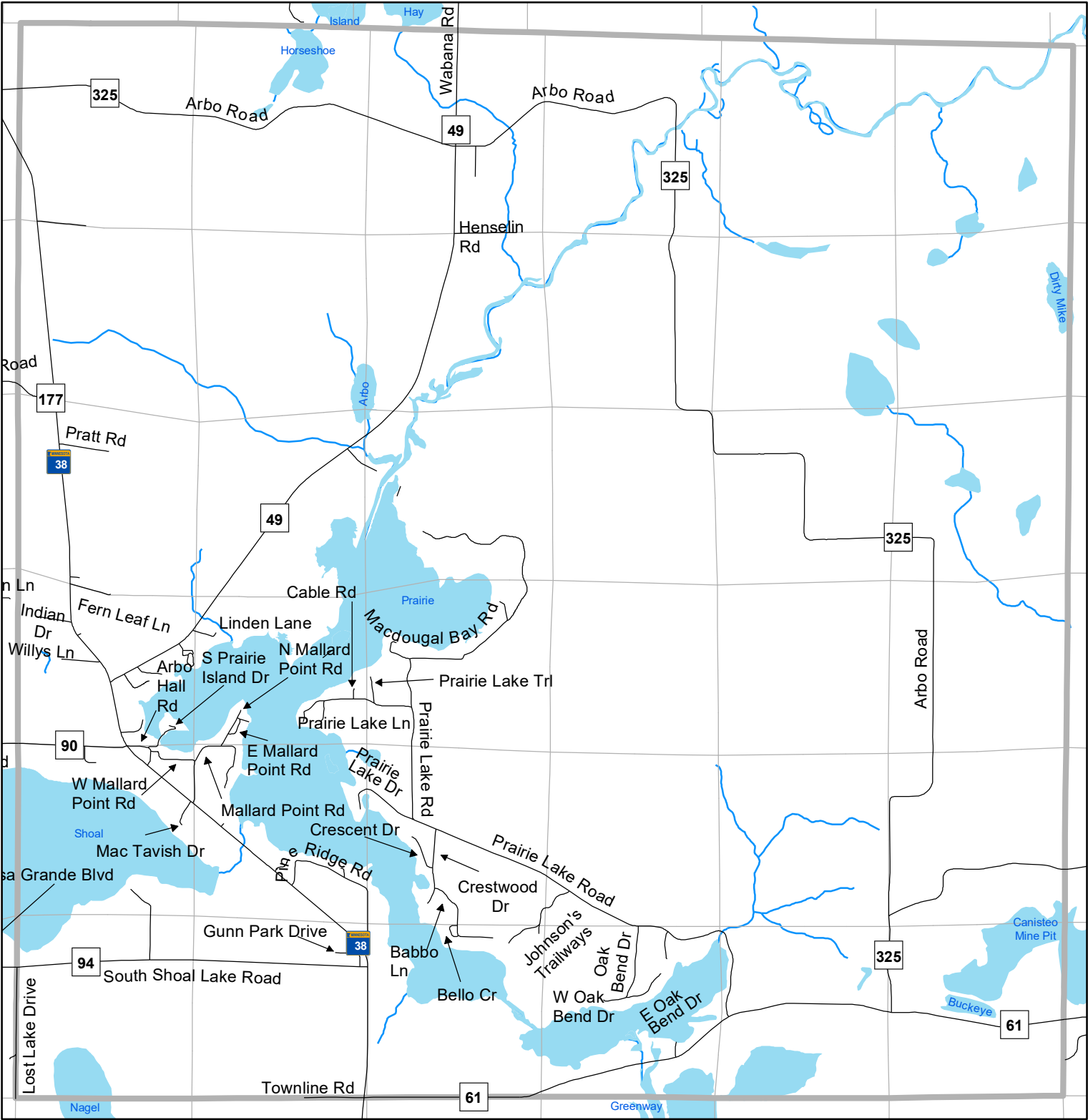
N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
 \Township Maintenance Agreement Maps\2019-2020 Maps

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"

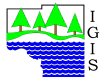
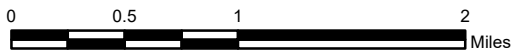
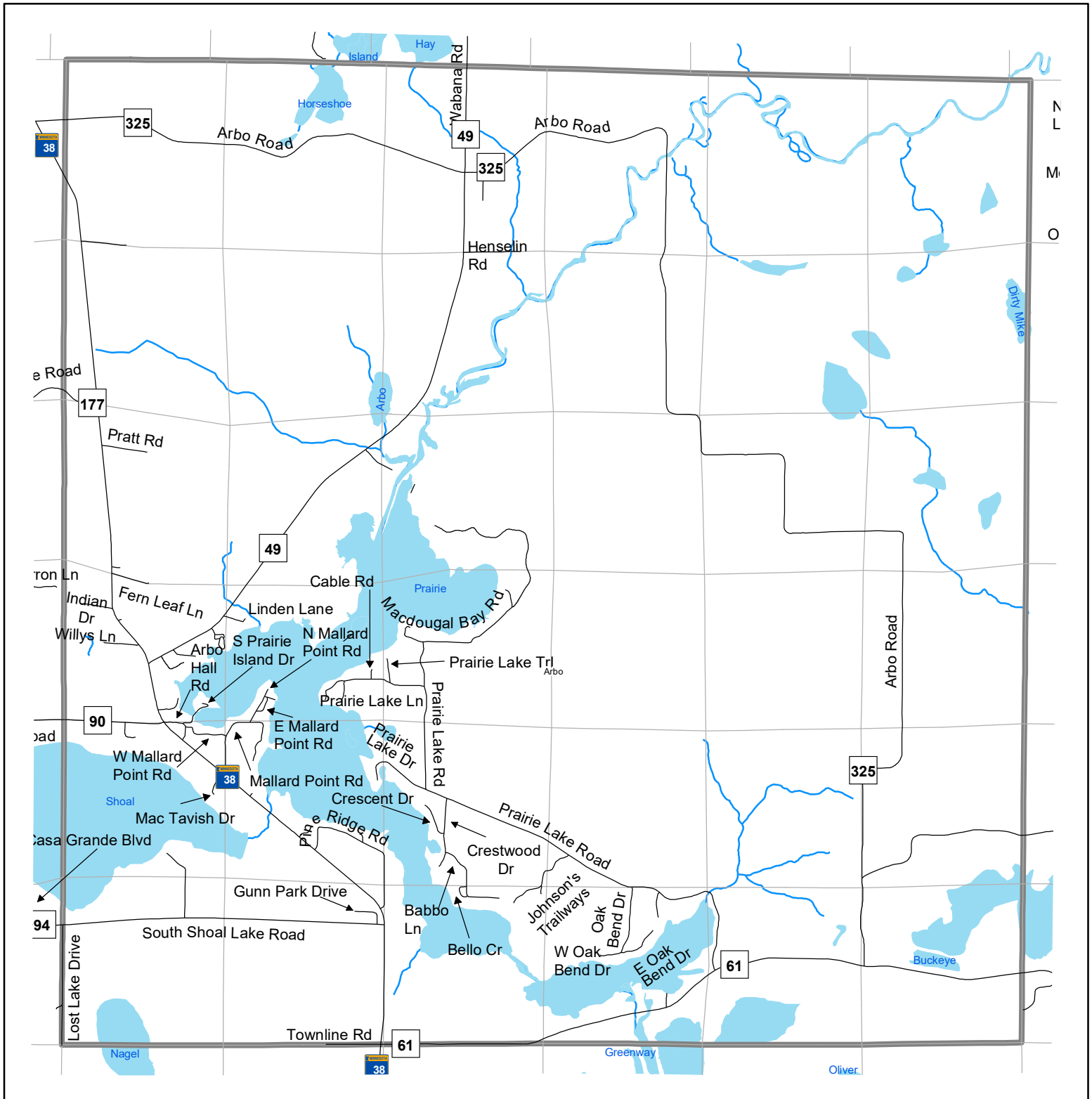
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N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
Township Maintenance Agreement Maps\2019-2020 Maps

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"

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

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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

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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 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-214

DEPARTMENT: Land Department
PRESENTER: Shawn Linder , Kory Cease

TIME REQUESTED: 5 Minutes

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

ITASCA COUNTY 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 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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.

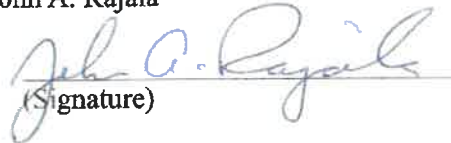
SELLER: BOUNDARY COMPANY

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)

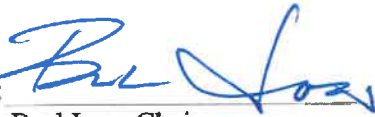
This instrument was acknowledged to before me this 12 day of October, 2023, by Randolph B. Rajala, as President and by John A. Rajala, as Vice President of Boundary Co., a Corporation under the laws of Minnesota.



(Notary Seal)


Notary Public

Itasca County, Minnesota

By: 
Burl Ives, Chairperson
Itasca County Board of Commissioners

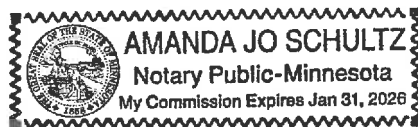

Brett Skyles
County Administrator

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 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith

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



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
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Hearing Criteria

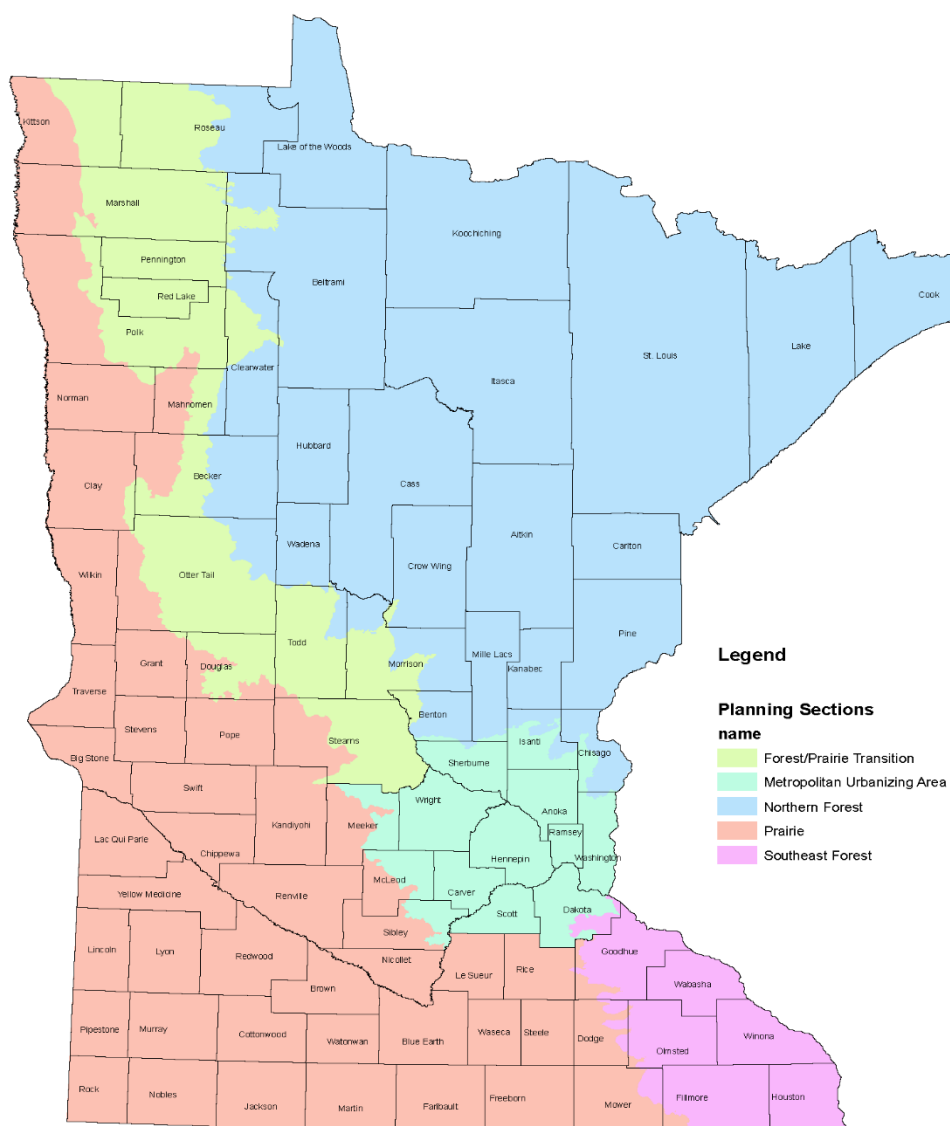
Proposals will be reviewed and scored by LSOHC members based on the following criteria. The scoring process will be used to help evaluate proposals and aid in the recommendation process. High scorers are not guaranteed funding and low scorers are not necessarily excluded from receiving funding.

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.

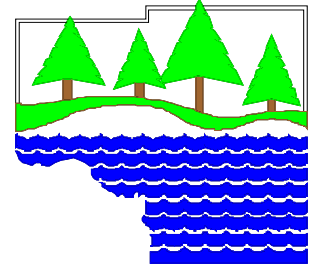
- Protect, enhance, or restore existing wetland/upland complexes, or convert agricultural lands to new wetland/upland habitat complexes.
 - Key core parcels are protected for fish, game and other wildlife (*acres/percent of priority key parcels protected in fee or permanent easement*)
 - Increased participation 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 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



ANDJA1

5/1/2024

PRODUCER First National Insurance Services P.O. Box 520 Walker, MN 56484	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Janyce Address</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (218) 675-3454</td> <td>FAX (A/C, No): (218) 547-4721</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: janyce@fninorth.com</td> </tr> </table>	CONTACT NAME: Janyce Address		PHONE (A/C, No, Ext): (218) 675-3454	FAX (A/C, No): (218) 547-4721	E-MAIL ADDRESS: janyce@fninorth.com									
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E-MAIL ADDRESS: janyce@fninorth.com															
INSURED Northern Waters Land Trust P. O. Box 124 Walker, MN 56484	<table border="1"> <tr> <td>INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A : Auto Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Auto Owners Insurance Company	18988	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

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

Janice Andrews



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-199

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

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



**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
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Grant Begin Date May 10, 2024	Grant End Date September 2, 2024
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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 14, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



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.



Grant Contract Agreement

Page 2 of 2

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 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-83

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3489

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Shane Zahrt

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

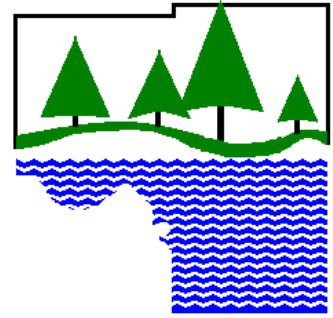
SUPPORTING DOCUMENTATION:

1. 2024 Legislative Priorities FINAL

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 2024 Legislative Priorities FINAL

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3554

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

Farewell to Luke St. Germain, whose last day as Veterans Service Officer with the Veteran Services Department was April 30, 2024, after 6+ years of service.

Farewell to Caleb Zaffke, whose last day as Accounting Technician with the HHS Department was May 3, 2024 after 11+ years of service.

Welcome to new employee, Katie Carlson, Public Health Nurse with Health & Human Services Department, which was effective May 13, 2024.

Welcome to new employee, Mandy Windorski, HR Specialist with the Human Resources Department, which was effective May 13, 2024.

Farewell to Jacob McCartney, whose last day as Highway Maintenance Worker with the Transportation Department will be May 17, 2024, after 6+ years of service.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-116

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of May 17, 2024, in the amount of \$3,646,291.52.

BACKGROUND:

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 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-220

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Carling

AGENDA ITEM:

American Rescue Plan (ARP) Request - CEDA/Itasca County

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in an amount up to \$25,000, from CEDA/Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - CEDA Itasca County

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [John Johnson](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Wednesday, May 1, 2024 9:03:50 PM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	CEDA/Itasca County
Name of Contact:	Sarah Carling
Address:	123 NE 4th St
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	2183986400
E-mail Address:	sarah.carling@cedausa.com
Commissioner District:	District 3 - John Johnson
Project Name:	Marketing/Promotion of Small Local Businesses Disrupted by Hwy2/Hwy65 Road Construction and Detour
Amount Requested:	upto \$25,000
Project Budget & Summary of Project:	Due to the extremely difficult winter season, we had in 2023/2024 which limited tourism traffic. Local businesses around our area saw major deficits in their revenue. Businesses are eager for a strong spring/summer/fall season, with the hopes of being able to break even at a minimum. The area of Hwy2/Hwy 65 near Swan River, Goodland and Pengilly have felt the above negative effects due to our unforeseen weather phenomenon. However, businesses dependent on passing by traffic will not have the same opportunities to compete to help recoup their deficits. This is due to the planned Round-about Construction at the intersection of Hwy65/Hwy2. The detour will bypass businesses that are dependent on the seasonal traffic that travel along this corridor.

With limited plans from MNDOT to encourage detoured traffic to visit these potential affected businesses. A request is made to secure and allow for spending of up to \$25,000 of the ARP funds. These funds will be used for marketing and promoting businesses along the affected corridor. We plan to use these dollars to help pay for paid radio ads, banners/signage near detour signage and other nearby communities, and possible paid social media ads to name a few ideas. With these funds and marketing efforts, our goals are to help remind & encourage residents and visitors to shop local, while also mentioning local business that could see limited patronage due to detours/alternative routes that bypass local businesses.

Additional Information: *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-223

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

BCA Lease

BOARD ACTION REQUESTED:

Approve the Lease between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Public Safety and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 12475 Exhibits A B

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

LEASE

LEASE NO. **12475**

THIS LEASE is made by and between Itasca County, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Bureau of Criminal Apprehension.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota 55744:

approximately two hundred ten (210) usable square feet of space, as shown on the floor plan attached hereto and incorporated herein as Exhibit A, in the building known as Administration Office ("Building") located at 123 NE 4th Street allocated as follows:

Level/Suite No.	Usable Square Feet	Use
Office # 1	70	Office
Office # 2	70	Office
Office # 3	70	Office
TOTAL	210	

2. **USE** Tenant shall use and occupy the Leased Premises only for office and related activities.

3. **LEASE TERM**

3.1 **Term** The term of this Lease is three (3) years and two (2) months, commencing November 1, 2023 and continuing through December 31, 2026 ("Lease Term").

3.2 **Adjustment of Commencement Date** In the event Tenant cannot take possession of the entire Leased Premises on or before November 1, 2023 ("Commencement Date"), then:

- a. The commencement date shall be the date Tenant occupies and takes possession of the Leased Premises in its entirety.
- b. The parties hereto shall, by amendment to be executed in the same manner as the execution of this Lease, establish the correct Commencement Date and corresponding rent payable. If the Commencement Date is other than the first day of the month, the rent for the first month of occupancy shall be prorated to the product obtained by multiplying the monthly rent by a fraction, the numerator of which is the number of days in the month that the Leased Premises is occupied, and the denominator of which is the number of days in the applicable calendar month.

3.3 It is understood that Landlord will make every effort to meet the Commencement Date.

4. **USABLE SPACE MEASUREMENTS**

- 4.1 **Definition** The Leased Premises is defined as the total usable square feet exclusively occupied by Tenant and is the basis for calculation of rent payable hereunder.
- 4.2 **Measurement Method** Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 **Exclusions and Deductions** Excluded from the usable square feet measurement are:
 - a. vertical shafts,
 - b. elevators,
 - c. stairwells,
 - d. dock areas,
 - e. mechanical, utility and janitor rooms,
 - f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
 - g. each and every column, dead wall space, and/or pilaster within the Leased Premises of four (4) square feet or more; and
 - h. each and every column and/or pilaster attached to the exterior, building corridor walls or demising wall within the Leased Premises.

5. **RENT**

- 5.1 **Rent Payment** Landlord and Tenant hereby agree there is no rent due to Landlord for Tenant's use of the Leased Premises.

- 5.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and rent statements to Tenant at the following address:

Accounts Payable
Department of Public Safety
445 Minnesota St # 126
St Paul MN 55101-5126

- 5.3 Rent Payment Address Tenant shall pay Landlord via electronic payment, or mail, or deliver the monthly Rent set forth above at the end of the applicable calendar month to Landlord at the following address:

Itasca County
123 NE 4th Street
Grand Rapids MN 55744

- 5.4 Landlord Receipt of Rent Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

6. **PARKING** Landlord shall provide parking in the free public parking lot located to the East of the Courthouse or free street parking for the use of Tenant, its invitees, licensees and guests.

7. **TERMINATION**

- 7.1 Funding In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days prior written notice to Landlord.

- 7.2 Statute Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease may be terminated upon thirty (30) days prior written notice by Tenant to Landlord, for any reason except lease of other non-state-owned land or premises for the same use.

- 7.3 Any Reason Notwithstanding Sections 7.1 and 7.2 above, this Lease may be terminated by Landlord or Tenant for any reason at any time upon providing one hundred twenty (120) days prior written notice to Landlord.

8. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

- 8.1 Personal Property Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant.

Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted. Tenant shall bear no responsibility for damage to the Leased Premises caused by Landlord or those acting under Landlord's direction.

8.2 Alterations, Additions and Improvements

- a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.
- b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 8.2.a. above.

8.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises.

9. TELECOMMUNICATIONS

9.1 Landlord shall, at its expense, provide and maintain internet service connection for Tenant's Virtual Private Network (VPN).

10. TENANT REQUESTED ALTERATIONS

10.1 In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall not make such Alterations without the advance written consent of Landlord, which Landlord shall not unreasonably withhold. Alterations shall be approved and arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:

- (i) Alterations totaling \$4,999.99 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
- (ii) Alterations totaling \$5,000.00 through \$9,999.99 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
- (iii) Alterations of \$10,000.00 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

10.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

11. **DUTIES OF LANDLORD** Landlord shall, at its expense, provide the following:

11.1 **Management**

- a. Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. Landlord shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including but not limited to recycling of recyclable materials, operation and maintenance of the Building and the Leased Premises utilizing low VOC-emitting materials and carpet backing material that is PVC free and carpeting that is recyclable.

11.2 **Utilities**

- a. Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

11.3 **Electrical Service** Landlord shall provide adequate electrical service to the Leased Premises to accommodate Tenant's needs and the Building of which the Leased Premises is a part.

11.4 **Heating and Cooling** Landlord warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased

Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of all thermostats and other climate control devices, such as shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:

- a. From October 1 through April 30, between 70.5°F degrees and 74.5°F degrees.
- b. From May 1 through September 30, between 72.0°F degrees and 76.0°F degrees.

11.5 Relative Humidity Landlord warrants that the Leased Premises is served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents within the Leased Premises.

11.6 Ventilation and Environmental Quality

- a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:
 - (i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**
 - (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, Landlord shall change the filters at least three (3) times per year, preferably in March, July and November, or for some equipment, at least two (2) times per year, or more often as required by industry standards.

- b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.

- c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.
- d. Landlord shall, at its expense, remove and replace any building material with visible or detected evidence of water infiltration or mold growth. In addition, Landlord shall provide Tenant, upon Tenant's request, their water intrusion response plan, which shall comply with industry standards and practices pertaining to water infiltration within the Leased Premises.

11.7 Lighting

- a. Landlord shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).
- b. Landlord shall, at its expense, replace light bulbs in LED light fixtures and maintain, repair and/or replace LED light fixtures and associated light components as needed.

11.8 Restrooms Landlord shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.

11.9 Janitorial Service Landlord shall provide janitorial services to the Leased Premises and common areas of the building.

11.10 Window Cleaning Landlord shall, at its expense, wash the inside of exterior windows of the Building, including ledges and sills. Landlord shall, at its expense, wash the outside of exterior windows of the Building, including ledges and sills in accordance with Landlord's Building's maintenance schedule.

11.11 Sustainability

- a. Sustainable Building Guidelines Landlord agrees, when feasible, to follow the sustainable building guidelines (www.b3mn.org/guidelines/index.html) for maintenance and improvements to the Leased Premises. Feasibility shall be determined by Landlord, in its sole discretion, and consider such factors as long term costs and benefits over the term of the Lease, performance, aesthetics, material/labor availability and impact on Building valuation.
- b. Trash Removal Landlord shall, at its expense, provide solid waste/trash disposal services.
- c. Recycling Services

- (i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.
- (ii) Pursuant to Minn. Stat. §115A.151, subd. (a)(1), Landlord shall, at its expense, provide recycling services to collect comingled (single sort) recyclable materials, such as, but not limited to, paper, glass, plastics and metal, including, but not limited to, performing the following services:
 - (a) centrally located recycling containers, in locations and amount of containers agreed to by Landlord and Tenant, for the deposit of individual recycling containers; and
 - (b) Emptying the recycling containers at a centralized recycling station for pickup by the recycler and returning the recycling containers to the Leased Premises.
- (iii) Landlord agrees if there is a facility within 50 miles of the Leased Premises and an available hauler, Landlord must provide, at its expense, containers at a central location for collection of organics for pickup by the hauler.

11.12 Fire Safety Landlord shall, at its expense, provide and maintain all fire extinguishers, fire alarms, fire detection systems, carbon monoxide detectors, fire sprinklers and fire suppression systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.

11.13 Common Areas The use and occupancy by Tenant of the Leased Premises shall include the reasonable nonexclusive use in common with others entitled thereto of the common and public access areas of the Building, including stairways, elevators, lobbies and hallways, grounds, walkways and parking lot(s). Landlord shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.

11.14 Landscaping/Grounds Maintenance Landlord shall, at its expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:

- a. Grass cutting, fertilizing, weed control and tree trimming as necessary with annual shrubbery trimming;
- b. Prompt removal and replacement of dead or dying trees and shrubbery with trees and shrubbery of similar size and type. Tenant may make recommendations for replacement types;

- c. Seasonal flower planting and maintenance, including pollinator friendly plants;
- d. Use of any plant materials or pesticide products containing neonicotinoid are prohibited;
- e. Prompt removal of debris from grounds, walkways and parking lots;
- f. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
- g. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
- h. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.

11.15 Snow Removal Landlord shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 6:30 a.m., Landlord will make every effort to complete the snow removal as soon as possible.

11.16 General Maintenance and Repairs

- a. Landlord General Responsibility Landlord, at its expense, shall provide repair and maintenance as needed to maintain the Leased Premises and the Building in good order and condition, including, but not limited to, prompt repair and maintenance of all plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork, roof, foundations, concrete surfaces, walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground, including repair and maintenance of improvements or equipment added to the Leased Premises, whether or not the original cost of the improvement or equipment was borne by Tenant.
- b. Exceptions to Landlord Responsibility Landlord shall not be responsible for repairs upon equipment which are Tenant's personal property, nor shall Landlord bear the expense of repairs to the Leased Premises necessitated by damage caused by Tenant which is beyond normal wear and tear.

11.17 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

- a. Landlord shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by Tenant.
 - b. Landlord shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).
 - c. Air Conditioning Cooling Equipment Maintenance Air handling unit heating/cooling coils shall be cleaned by Landlord at a minimum annually or if determined more frequently based on preventative maintenance checks that shall be consistent with the industry and equipment manufacturer's standards and requirements for cleaning and maintenance.
- 11.18 Delivery of Leased Premises Landlord covenants that it will deliver the Leased Premises to Tenant in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 11.19 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.
- 11.20 Taxes and Assessments Landlord shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.
- 11.21 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 11.22 Disability Access Guidelines Landlord agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with the property.
- 11.23 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.
- 11.24 Repainting and Carpet Replacement Landlord shall, at its expense:
- a. Touch up paint from time to time as may be reasonably necessary to keep the walls in good order and condition.
 - b. Repair or replace damaged or stained vinyl wall covering as necessary.
 - c. Replace worn carpet at such time during occupancy as may be necessary.

- d. Paint the Leased Premises as reasonably required by Tenant any time after the fifth year of the Lease Term or extension(s) thereof.
- e. Pay all costs associated with tear down and reinstallation of modular workstations and/or moving of any furniture, fixtures and equipment as necessary to facilitate the carpet replacement and repainting set forth above.

12. **DUTIES OF TENANT**

- 12.1 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 12.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.
- 12.3 Assignment/Sublease Except for Sublease to another State Agency, Board, Council/Commission or other political subdivisions of the State, Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord.
- 12.4 Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by Landlord or obtained and paid for by Tenant.
- 12.5 Except as otherwise provided in Section 11.24.e, Tenant shall cooperate with Landlord in moving Tenant's personal property to allow Landlord to perform its duties under this Lease.

- 13. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

14. **INSURANCE AND LIABILITY**

14.1 Property Damage

- a. It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection 14.1.b below, Landlord and Tenant hereby release one another and their respective

partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

- b. Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.

14.2 Liability Subject to subsection 14.1.b. above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

15. **BUILDING ACCESS AND SERVICES**

15.1 Landlord shall provide Building services to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.

15.2 Landlord shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.

16. **NEW LANDLORD** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to Landlord, proper written notice of the change must be delivered to Tenant as promptly as possible. Tenant's "Transfer of Ownership of Lease" document and an amendment to the Lease shall be executed by the parties hereto in order that the State of Minnesota Management and Budget is provided with authorization to issue payments to a new party.

17. **DEFAULT BY LANDLORD** If Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to cure the default within thirty (30) days after receipt of the notice, or if the default is of the character as to require more than thirty (30) days to cure and Landlord shall fail to commence to do so within thirty (30) days after receipt of the notice and thereafter diligently proceed to cure the default, then in either event, Tenant, at its sole option, may terminate this Lease upon thirty (30) days prior written notice, or may cure the default. In the event Tenant incurs costs towards curing the default or cures the default, Landlord shall pay all reasonable and actual expenses paid by Tenant to cure said default, including attorneys' fees, within ten (10) days of receipt of invoices therefore rendered, or Tenant shall have a specific right to set

off any the amounts due from Landlord against any rent payments or other amounts due under this Lease. In the event Tenant elects to terminate this Lease, the termination shall not limit Tenant's rights to damages caused by the breach and failure to cure. This provision in no way limits Tenant's other remedies for breach under common law or this Lease.

18. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
19. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises. In addition, Landlord and Tenant shall not permit the use of e-cigarettes, chewing tobacco, and vaping in the Leased Premises.
20. **HAZARDOUS SUBSTANCES**
 - 20.1 **General**
 - a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).
 - b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release Hazardous Substances on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord's installation, use,

generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.

- c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with sixty (60) days written notice to Landlord.

20.2 Storage Tank Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

20.3 Asbestos In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease, will be removed prior to the Lease Commencement Date or will be removed at any time during the Lease Term.

20.4 Radon Landlord has not undertaken certain environmental and geologic testing to determine the possibility of future radon exposure to occupants of the Leased Premises or the Building of which the Leased Premises is a part. If Landlord does in the future test for radon, such testing shall include analysis of soil permeability, testing of ground soil for radon related minerals and a survey of owners of adjacent properties for radon levels of their property. As radon is a naturally occurring substance, no guarantee of nonexistence can be made.

21. SIGNAGE

21.1 Tenant shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from Landlord.

22. LAWS GOVERNING This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

23. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

23.1 Landlord must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to Landlord and Tenant.

23.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If Landlord receives a request to release the data referred to in this Section, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely. If Landlord denies access to the data, Landlord's response must reference the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

24. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

25. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

26. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

27. **NOTICES**

27.1 All notices or communications between Landlord and Tenant shall be in writing ("Notice") and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 27.2 below.

- a. when personally delivered to the addressee, or
- b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- c. when delivered via electronic mail from Tenant to Landlord to:
brett.skyles@co.itasca.mn.us, (provided such delivery or attempted delivery is confirmed), or

d. one (1) business day after deposited with an overnight courier service

27.2 Mailing Addresses:

LANDLORD:

Itasca County
123 NE 4th Street
Grand Rapids MN 55744

Brett Skyles
brett.skyles@co.itasca.mn.us

TENANT:

Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul MN 55155

ATTACHMENTS:

Exhibit A Floor Plan
Exhibit B Management Control Agreement

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
ITASCA COUNTY

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

By _____

Title _____

Date _____

By _____

Title _____

Date _____

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____
("Effective Date")

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

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

By _____

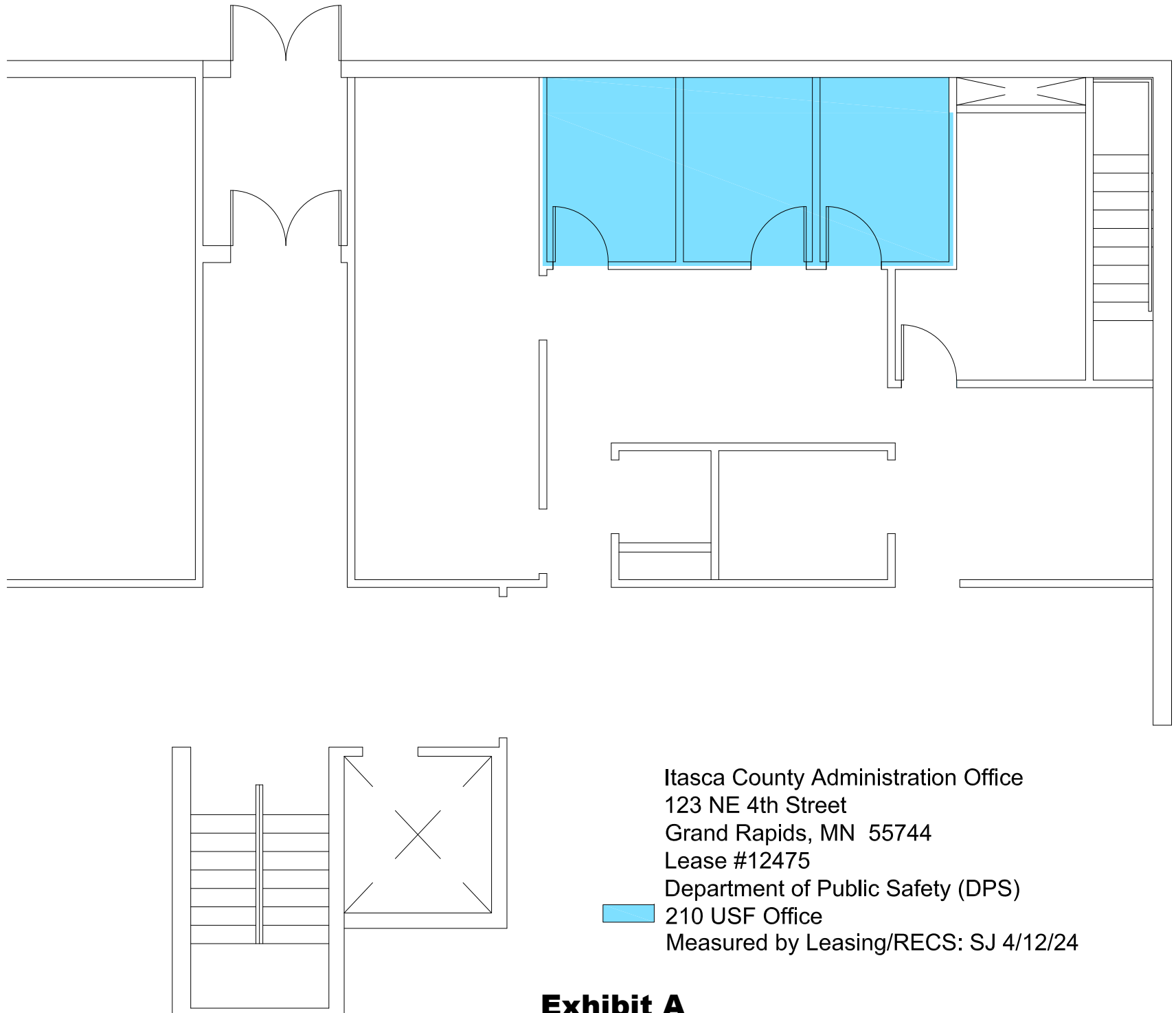
Date _____

SWIFT P.O. _____

Contract No. _____

Account Code: _____

Fund No. _____



Itasca County Administration Office
123 NE 4th Street
Grand Rapids, MN 55744
Lease #12475
Department of Public Safety (DPS)

210 USF Office
Measured by Leasing/RECS: SJ 4/12/24

Exhibit A

EXHIBIT B

The parties acknowledge that the State of Minnesota, Department of Administration (DOA), acting for the benefit of the Department of Public Safety (DPS), leases space located at 123 NE 4th Street, Grand Rapids, MN 55744 from Itasca County (IC) for use by the Bureau of Criminal Apprehension (BCA). This lease includes office cleaning and maintenance.

The Federal Bureau of Investigation (FBI) provides a number of systems and services for use by criminal justice agencies around the country for criminal justice purposes. The FBI has adopted the Criminal Justice Information Services (CJIS) Security Policy (Security Policy) that sets for a number of requirements that criminal justice agencies must meet. A copy of the most current version of the Security Policy is available at <https://www.fbi.gov/services/cjis/cjis-securitypolicyresource-center/view> .

The Security Policy requires that the BCA, DPS, IC include this Exhibit A, because the IC space that DOA leases for the DPS/BCA, is used for a criminal justice function and because IC is a non-criminal-justice agency (NCJA).

The BCA has the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities regarding the security and use of CJIS and Criminal Justice Information.
- (2) Standards for the selection, supervision, and removal of personnel access to BCA systems or Criminal Justice Information (CJI).
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel, as determined by the BCA, from access to BCA physical locations or use of equipment accessing BCA network, systems, or services.
- (5) Compliance with all rules, regulations, and policies of BCA and the CJIS Security Policy in the operation of all information received. This includes a requirement to be audited as provided in these policies and rules.

To demonstrate that the Security Policy requirements for management and control have been met, the parties will use the following activities and measures:

- (A) BCA will maintain management control of the space that BCA leases.
- (B) When building entrances are shared, BCA maintains management control of BCA use.
- (C) In shared physical space, information systems and documents containing CJI will be positioned in such way as to prevent unauthorized individuals from access and view. BCA will take appropriate precautions to prevent the unauthorized view or access of CJI.
- (D) BCA staff will not leave any BCA physical secure location unsecured.
- (E) Neither IC nor DPS staff who have not completed the required screening and security awareness training will enter any BCA physically secure space unescorted.

This agreement covers the overall supervision of all BCA physical spaces, systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any BCA system to include NCIC Programs that may be subsequently designed and/or implemented within the BCA.

To ensure that all provisions of this Agreement are being met, the Authorized Representatives will meet on an annual basis. All policy, operational, and change issues may be discussed at these meetings and all meetings will be documented.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-221

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Award Contract 66112 - CSAH 61 Bridge Replacement

BOARD ACTION REQUESTED:

Pending approval by MnDOT, award contract 66112, CSAH 61 Bridge Reconstruction, to S & R Reinforcing, Inc. and authorize required signatures on the contract documents.

BACKGROUND:

Bids were opened on Monday, May 6th @ 11:00 am and results are provided below.

Engineer's Estimate	\$2,044,084.50
S & R Reinforcing, Inc.	\$2,054,140.29
Redstone Construction, LLC	\$2,364,841.26
Northland Constructors of Duluth	\$2,448,900.00

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. CONTRACT 66112 - CSAH 61 Bridge - unsigned

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

S T A T E O F M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this May 14, 2024, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and S & R Reinforcing, Inc. of Aitkin, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CSAH 61 Bridge Replacement located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after June 3, 2024, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

June 30, 2025

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M., this 14th, day of May, 2024

County of Itasca

By: _____
John Johnson, Chairperson County Board

Austin Rohling, County Auditor / Treasurer

Contractor

By: _____
S & R Reinforcing, Inc. Contractor

Approved as to form and execution this _____ Day of _____, 2024

Matti Adam, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-222

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Jim Ducharme

AGENDA ITEM:

Meds-1 Update

BOARD ACTION REQUESTED:

Receive update from Meds-1.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. North Memorial Ambulance Handouts
2. Letter of Support - North Memorial Ambulance SIGNED

Motion To: Approve a Letter of Support regarding the Transfer of Ownership from Meds-1 Ambulance to North Memorial Ambulance, pending County Attorney review and approval.

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

**Empowering our customers
to achieve their best health**



NORTH
MEMORIAL HEALTH

ORGANIZATIONAL STRUCTURE

North Memorial Health Ambulance Service (NMHAS) is a business line of North Memorial Health a 501, (3) (c) not for profit organization. NMHAS has over a 60-year history of industry leadership and responsible service to the community. In total, NMHAS responds to over 100,000 requests for service annually.

NMHAS Central Administrative Offices are located at 4501 68th Avenue North in Brooklyn Center. It is a large 45,000 square foot facility where support services such as dispatch communications, quality assurance, billing, vehicle maintenance, materials management, education, and administration are all coordinated.

NMHAS is one of the largest hospital-based ambulance services in the United States serving communities throughout Minnesota and Western Wisconsin, by providing a comprehensive range of services including but not limited to.

- Ground Ambulance Services, including Advanced Life Support, Basic Life Support, Wheelchair services, and Critical Care
- Helicopter Emergency Medical Services
- Community Paramedicine

To measure our effectiveness at attaining our goal, NMHAS has sought and received ISO 9001 Certification, as well as accreditation through the Commission on Accreditation of Ambulance Services. (CAAS) We are proud of the fact that we are one of only three Minnesota based ambulance services, and one of four in Wisconsin to have this accreditation. The intent of the CAAS Standards is to define a "gold standard" for the medical transportation industry of a higher caliber than is typically required for state or local licensing. In obtaining these accreditations, NMHAS has demonstrated compliance with over 150 performance standards developed by a panel of distinguished industry experts. Additionally, our Air Care service is accredited through the National Accreditation Alliance of Medical Transport Application (NAAMTA)

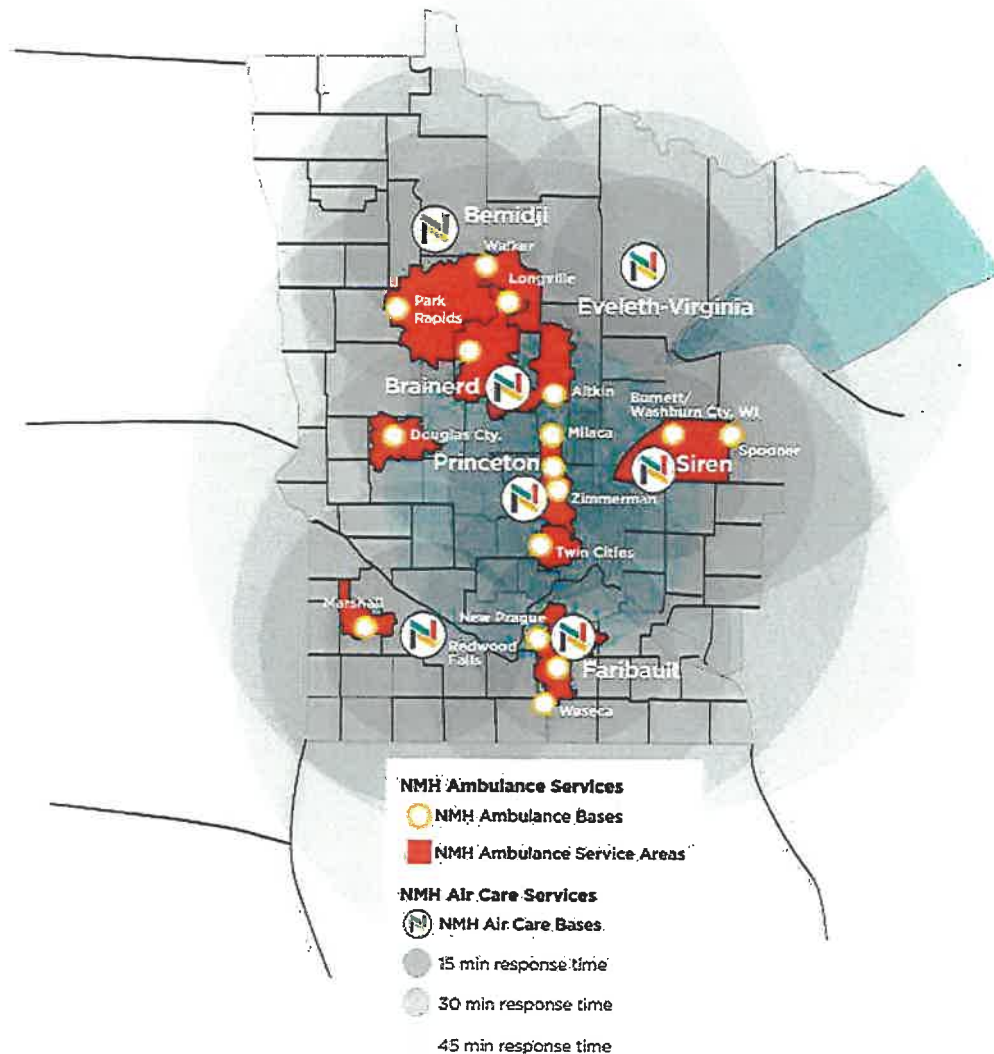
COMMUNITY INVOLVEMENT

One of the main reasons we feel that we at NMHAS have been successful for so many years is that we truly value the relationships that we develop in the areas that we serve. We strive to be part of the community through supporting community activities. We typically do not charge for participation in these events unless they are for private promotion or if the commitment is for an extended period of time that has a material effect on expense.

Our community involvement is extensive. Some examples in addition to providing standby services for Community Days, include parades, safety camps, school visits, career days, fire standbys, injury prevention, rotary, community & industrial education.

OPERATION LOCATIONS

NMHAS has numerous operational sites throughout Minnesota and Western Wisconsin, illustrated on the map below. In total, we cover an area larger than the state of Massachusetts. We have urban, rural, and super rural sites. There are full-time on-site staffing models, part-time on-site staffing models and off-site (off premise call) models of staffing that we work with. Response times vary accordingly. We are proud of our success in providing excellent response times and customer service to the areas we serve.



MANAGEMENT TEAM PROFILE

North Memorial Health Ambulance is proud to present one of the deepest and most experienced management teams of any Ambulance Service in the Midwest. North Memorial Health Ambulance is fortunate and proud to have a Leadership team that has a combined 425 years of clinical experience and 230 years of management experience. Individually they average 23 years of clinical experience and 15 years of management experience. The success of our business combined with the longevity of our leadership and field staff demonstrates an engaged and satisfied workforce. We have the depth of management resources that allow us to cover any loss of a key individual.



Scott Sampey, MSMT, RN
Vice President / Chief
North Memorial Health Ambulance Services

Scott Sampey joined North Memorial Health in 2020 as Vice President and Chief of Ambulance Services. Scott provides executive leadership for 911 and critical care ground transport, the Air Care aeromedical program, community paramedicine, and the services that support these programs—all of which work together to deliver care to patients across Minnesota and northwestern Wisconsin. Prior to joining North Memorial Health, Scott served in a variety of EMS, nursing, air medical, and hospital leadership roles across the country.



Brent Custard, MBA, NRP
Director / Assistant Chief,
Ground Ambulance Operations

Brent has over 20 years of EMS experience working as an EMT, Paramedic, Field Training Officer, Operations Supervisor, Educator, and Manager of Quality and Clinical development. Currently he is the Director of Ambulance Operations. Brent is responsible for the oversight of North Memorial's Ambulance Service ground operations that are spread throughout Minnesota and Wisconsin.



Rob Almendinger, NRP
Manager / District Chief,
Outstate Ambulance - Brainerd, Aitkin, and Park Rapids-Walker regions

As the District Chief/Manager for North Memorial Health's Ambulance Services, Rob is responsible for ambulance operations in Northern Minnesota, including the communities of Brainerd, Baxter, Aitkin, Crosslake, Longville, Nisswa, Pequot Lakes, Pine River, Walker, and Park Rapids. With over 32 years of EMS experience, including 22 of those years in management, Rob has performed in a number of roles including police officer, EMT, educator, paramedic, manager, and director. Rob currently lives in rural Brainerd.



Mari Moran, MBA

Director, Financial Integration Ambulance Services

Mari began her career with North Memorial in 2012 as a senior financial analyst supporting various departments throughout her tenure such as Patient Care, IT, Home Health and Hospice, and Ambulance Services. In that capacity, she partnered with operational leaders to both understand and serve as a service line subject matter expert, as well as coordinate the development, analysis, and execution of forecasts, budgets and analysis of performance. Mari leads the financial planning and analysis functions for Ambulance Services as well as work closely with the Billing Director to assure billing processes are optimized and compliant with all regulatory authorities.



Shimon Cohen, DHSc, MBA, RN, NRP, CMTE

Director / Assistant Chief

Air Care Clinical Services

Shimon has over 25 years of experience in various capacities of emergency services, to include 20 years with North Memorial's Air Care division. Shimon's career has included emergent and critical care as a Paramedic and Registered Nurse in a variety of rural and large urban environments, as well as military, tactical medicine, and fire rescue services. As part of the leadership team for North Memorial Ambulance Services, Shimon provides leadership and oversight across seven helicopter bases in Minnesota and Wisconsin.



Jeffrey Connors, NRP, CCP-C

Director / Assistant Chief,

Ancillary Services

Jeffrey's journey in both rural and urban emergency medical services, including air and ground transportation, has been marked by his recent appointment as the Director of Ancillary Services at North Memorial Ambulance Services in April 2021. In this role, he leads the education, quality, fleet, technology, and communication center teams, showcasing his commitment to the field. However, it is his passion for mentoring and developing industry leaders that truly sets him apart, inspiring and motivating those around him.



Rosie Anderson

Director, Ambulance Billing

Rosie Anderson has over forty years of experience in billing and healthcare reimbursement in areas such as Physician Clinics, Long Term Care, Home Health, Inpatient and Outpatient Hospitals, and for the last eighteen years, Medical Transportation. She is responsible for the centralized billing and compliance for twenty-seven ambulance sites in Minnesota and Wisconsin. Rosie is involved with the Billing and

Reimbursement Committee of the Minnesota Ambulance Association and is well known as a resource for helping ambulance providers navigate the complicated arena of healthcare reimbursement



Kevin Lee
Emergency Services Relationship Specialist

Kevin is the Emergency Services Relationship Specialist for North Memorial. Kevin formerly served as the District Chief in the Brainerd Region for 15 years. Kevin has over 40 years of experience in EMS as an EMT, Paramedic, Flight Paramedic, Supervisor, and Manager. Kevin focuses and excels in building and nurturing strong relationships with customers, partners, and stakeholders to foster long-term partnerships and maximize support for our team and customers. Kevin lives in rural Brainerd.



Mike Zolik
Outreach Relationship Specialist

Mike Zolik has been the Outreach Relationship Specialist for North Memorial Air Care for the past 4 years. He has 20+ years of business relationship management in healthcare. Mike is passionate about connecting with our customers and leverages his expertise in marketing and outreach to drive meaningful connections between North Memorial and our customers, ultimately contributing to business growth and success. He and his wife raised 7 kids and reside in Plymouth.

MEDICAL DIRECTION

The effectiveness of any medical enterprise will be directly correlated to the experience, commitment and time allotted to the medical director's function. To that end, NMHAS has invested significant resources to assure that our medical direction is the foundation from which everything else flows.



Dr. Peter Tanghe

Pete is North Memorial Health Ambulance Service's Medical Director. This includes operational support of North Memorial's Air Care, Ground Ambulance and Community Paramedic programs. He also works clinically at both North Memorial's Robbinsdale Hospital Emergency Department (Level 1 trauma center) and Maple Grove Hospital's Emergency Department, and in WI - Spooner Health Hospital (Critical Access). He is an ATLS and CALS instructor and is committed to education and the evolution of EMS. Before becoming a physician, he worked as an EMT in various rural and urban settings. In some capacity he has been involved in EMS for 30+years. His special interests include teamwork, population health, telemedicine, medical education, and tactical/wilderness emergency medicine.

Pete is board certified in both Emergency Medical Services and Emergency Medicine. He is a graduate of St John's University/College of St Benedict's and attended Medical School at the University of Minnesota. He completed an Emergency Medicine Residency at Region's Hospital. He has additional training in quality improvement, LEAN methodology and EMS operational medical direction.



Dr. Zachary Finn

Zach is board certified Emergency Medical Services and Emergency Medicine physician. He was born and raised in Minnesota. He attended undergrad at Emory University in Georgia and then medical school at Duke University in North Carolina. He missed his Minnesota roots and returned to complete his Emergency Medicine Residency and subsequent EMS fellowship at Regions Hospital in Saint Paul.

He has served in his role as an EMS physician/Associate Medical Director with North Memorial Health Ambulance Services since 2021. His role involves the support of the clinical, operational, educational, and quality arms of the North's ground, air, and community paramedicine systems. He works his ER shifts at North Memorial's Robbinsdale Hospital, a level one trauma center, and North Memorial's Maple Grove Hospital, a community hospital. He has worked as an ER physician in many facilities throughout MN, including rural Minnesota. He has a distinct interest in quality improvement work, especially as it relates to prehospital airway management and cardiac arrest care.

NMHAS Medical Directors also serve as Medical Directors for many allied agencies in the areas we serve.

CLINICAL CARE

North Memorial Health Ambulance has historically been a leader on the cutting edge of emergency care. As one of the first ambulance services to carry a heart monitor and to provide advanced care in Minnesota, North Memorial Health Ambulance has continued to lead the way in the advancement of emergency and trauma care. This includes the use of 12 lead EKG's, mechanical CPR devices, advanced airway management, ventilators, specialized equipment for children and advanced medical guidelines. Under the direction of our Medical Directors and with the cooperation of our team of administrators and staff, the ambulance service has participated in many national studies that have led to new and innovative care being adopted. Additionally, North Memorial Ambulance Services provides both air and ground neonatal transportation.

QUALITY

To ensure that we are performing at the highest level possible, our Quality department continuously monitors key performance indicators. Once data is gathered and interpreted through our QA process, our Clinical Development departments, with our medical directors, develop training programs aimed at improving staff performance, patient treatments, and outcomes. Each ambulance division also has a monthly Quality Assurance Performance Improvement (QAPI) meeting to review these key indicators and discuss tactics for continuous improvement. Simply stated, our quality is driven by data rather than through our best guess of what we think we are doing or not doing well.

TRAINING AND EDUCATION

Our new team members are on-boarded through a training academy. During the first two weeks, all team members attend training at our Education Center in Brooklyn Park. This training includes our mission, vision and values, didactic components for clinical assessments, Certified Emergency Vehicle Operations (CVEO) training and hands on skills training. The hands-on training includes competency validation for all equipment stocked in our ambulances. There is also scenario training to guide the new team members in critical thinking skills and promote familiarization with our medical guidelines. This training is conducted by our Clinical Development team, including education and quality, Medical Directors, and Field Training Officers (FTO).

Upon completion of the academy, team members return to their regions for ride-a longs and regional orientation with an assigned FTO. The FTO's are responsible for completing daily observation reports and working with local leadership to evaluate the performance of each team member.

Once the team members successfully complete the FTO phase, they return to the Education Center for a Capstone event. This event includes advanced training on mass casualty incidents (MCIs) and scenario-based training. The final day is spent with the Medical Director for evaluation of clinical competency during complex scenarios.

Ongoing training is provided via in-person skills, interactive case reviews, and quarterly online education. Ongoing training needs are dictated by key quality indicators, guideline updates, and regulatory changes. This training is developed and delivered by the Medical Directors and Clinical Development

team. All team members are evaluated by the Medical Directors at least once a year to ensure clinical competency.

Our EMS Education Department offers training in Advanced Cardiac Life Support, Pediatric Advanced Life Support, and Basic Life Support. We provide Emergency Medical Responder training to law enforcement and fire departments within the communities North Memorial Health Ambulance serves. Additionally, we provide initial and ongoing EMT training to public safety agencies and lay people.

BILLING & COLLECTIONS

The ambulance service, as you have learned, is very dependent on user fees for revenue. The degree of success one has in collecting these fees has a direct correlation with financial viability and the need for a subsidy in some cases to offset financial losses. We want to assure you that we have an appropriately aggressive billing department staff in place to manage this delicate process of compassionate collections. Our billing department also assures us that billing is done in a manner that is compliant with complicated regulatory standards. NMHAS recognized that billing for ambulance services was highly specialized and therefore created a department exclusively dedicated to this function.

The North Memorial Health Ambulance Service Billing Department is located at our home office in Brooklyn Center, Minnesota. Our staff consists of Rosie Anderson, Director of Billing, Kris Suhon, and Sherri Dzuik, Billing Supervisors along with 22 billing team members. We process approximately 7,500 new transports each month. Our Billing Management Team is frequently consulted with by the Minnesota and Wisconsin Ambulance Associations and others because they have established a reputation for industry best practices.

VEHICLE FLEET

North Memorial Health Ambulance operates a fleet of over 100 ambulances. In addition, NMHAS owns a variety of other non-transport vehicles including response vehicles for the Medical Directors and Supervisors. Several regions have specialty transport vehicles such as 6X6 Polaris ATVs which are used for special event coverage.

North Memorial's ambulance fleet is maintained by a vehicle maintenance department that consists of five skilled mechanics that are based out of two different locations. Our mechanics are very knowledgeable about the specifics of ambulance maintenance with an average of 13 years of experience working in the ambulance industry. Ambulances are maintained at our Brooklyn Center garage with light maintenance being performed by local businesses. It is important to note that if there are vehicle breakdowns that North Memorial can repair and or replace those vehicles very quickly. This is due to the availability of our mechanics and a fleet of backup ambulances that can be supplied when needed.

COMMUNICATIONS CENTER

The Communications Center at North Memorial Health Ambulance Services is a leader among Emergency Medical Service providers. We offer the best service to 911 callers and hospital facilities in a timely and cost-effective manner.

Our Communications Team consists of:

- 5 Operational Supervisors and 5 Lead Emergency Medical Dispatchers (EMD's) that provide leadership oversight 24/7
- 32 EMD's, All certified through the International Academy of Emergency Dispatchers (IAED)
- 1 Interfacility Coordinator

Locations:

We operate two fully functioning and staffed communication centers, one in Brooklyn Center at our Metro Operations and Administrative location and one in Robbinsdale. Both centers are staffed 24/7, this redundancy enhances our continuity of operations.

Our Communications Center is responsible for:

- 12 separate ambulance services
- 7 helicopters stationed throughout MN and Western WI
- 2 Fixed Wing Aircraft in North Dakota and Montana
- Fleet of wheelchair and BLS stretcher vans

Additionally, our Team:

Processed over 130,000 Requests for Service in 2023

Works directly with 30 Public Service Answering Points (PSAPs) throughout Minnesota and Wisconsin.

Provides Pre-Arrival Instructions and T-CPR Instructions for 10 Counties outside the scope of our PSA

Why is NMHAS Communication Center a Benefit to Residents?

North Memorial goes one better for critical 911 callers with "zero response time." As a secondary PSAP with 911 trunk lines, the person calling 911 is transferred directly to NMHAS communications center. While the Sheriff's dispatcher sends out the closest ambulance, our dispatcher will provide life-saving measures over the telephone until help arrives.

Each EMD in our center is professionally trained to determine the most appropriate resource from Basic Life Support to Advanced Life Support or even a helicopter scene landing! Another important facet of NAED's Medical Priority Dispatch System is that it prevents accidents with the motoring public by reducing unnecessary lights-and-sirens responses.

AIR CARE

North Memorial Air Care has been providing Helicopter Emergency Medical Services since 1985. When seconds matter, North Memorial Health Air Care and Ambulance teams are right here in your community. We help people get the care they need, from transport to hospital, communicating with you every step of the way.

- Nine twin-engine helicopters equipped with Helicopter Terrain Awareness and Warning System (HATWS), Night Vision Goggles (NVG) and on-board color radar to track weather
- Flight nurses and paramedics all have advanced specialty certifications
- Pilots trained to use Instrument Flight Rules that allow them access to the same Air Traffic Control systems that commercial airlines use
- Seven air bases in Minnesota and Wisconsin, providing coverage response to more than 80% of Minnesota medical facilities within a 15-minute flight time
- Air Care Education (ACE) teams provide training on range of topics, from helipad and landing zone safety to custom courses on trauma and medical treatment techniques
- NICU transport in partnership with Minnesota Neonatal Physicians P.A.

EMERGENCY MANAGEMENT

North Memorial Health Ambulance Services is part of a healthcare system that has many resources at its disposal. Emergency Preparedness is an especially important part of our standard workflow. North Memorial Health Ambulance trains all team members to have the All-Hazard basic emergency preparedness/incident management skills and standard personal protection practices. Our emergency management team works with our ambulance operations teams monitoring events and incidents that may impact the areas we provide services to. If needed an internal Incident Management Team will be assigned to assist with North Memorial Health operations.

North Memorial Health Ambulance is actively involved in many preparedness committees, workgroups, initiatives, and Teams. We have team members trained as:

- | | |
|--|---|
| • Emergency Managers | • Infection Prevention Specialists |
| • Incident Dispatchers | • Specialized transport training for suspected highly infectious patients via ISOPODS |
| • Communication Leaders (COMLs) | • Ambulance Strike Team Leaders |
| • Type III Incident Management Team members (multiple position specific trained members IC Plans, Logistics, etc.) | • Ambulance Strike Teams |
| | • Tactical Medics |

HIRING AND RETENTION

When North Memorial manages a new ambulance service, it is our goal to hire all existing staff eligible for employment to integrate the best aspects of an existing culture. This hiring model has served North

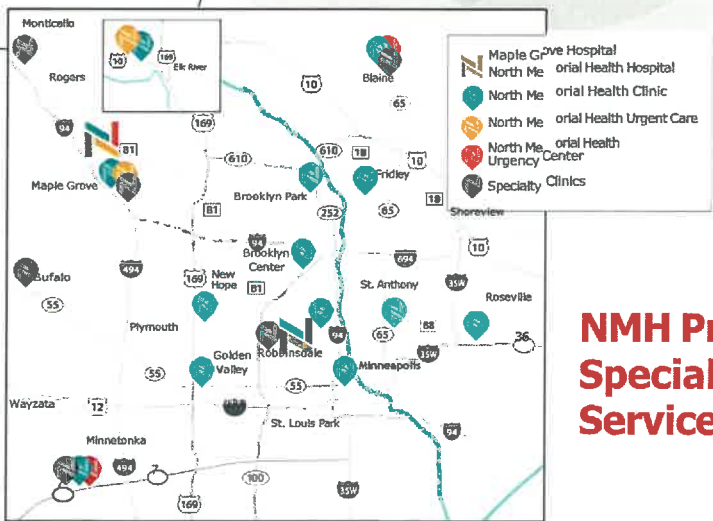
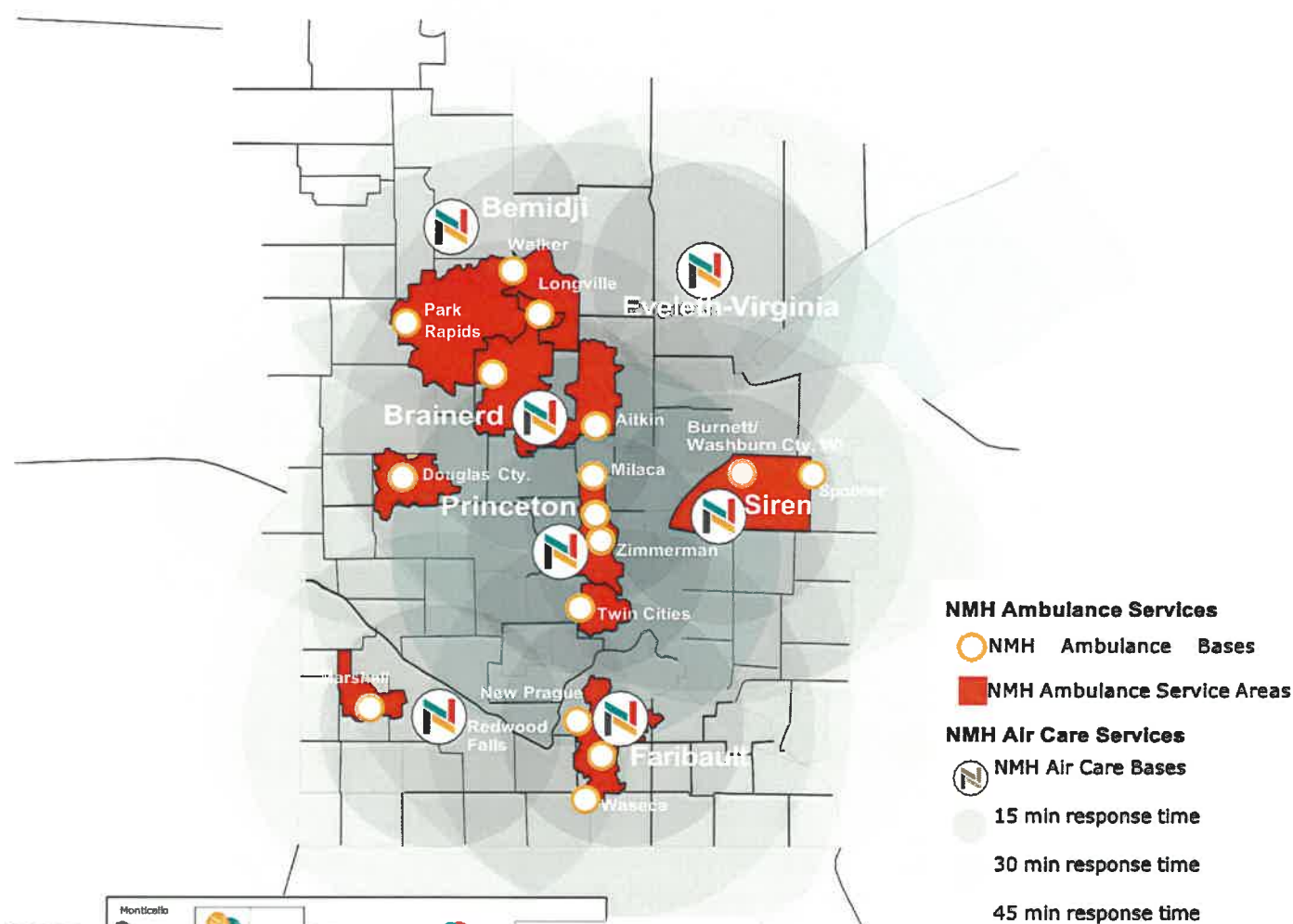
Memorial and the community well in that we try to maintain local autonomy while leveraging the advantages of a large company.

Whatever the model, each area has its own core staff, management, and other support so that it retains the community-based relationship necessary to be effective. Our philosophy is that our regional leadership team should be as integrated into the community as the fire or police chiefs. This includes living in or close to the area, being members of the Rotary, Chamber of Commerce, and other civic groups. We are also deep enough in management personnel that if a manager leaves for any reason, we have sufficient resources to assume their duties until a replacement can be found. Turnover, however, is very low so it is rarely an issue.



North Memorial Health Service Areas

NMH Ambulance and Air Care Service Areas



NMH Primary and Specialty Care Service Locations

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

Minnesota EMSRB
335 Randolph Ave., Suite 220
St. Paul, MN 55102

To Whom It May Concern:

I am writing on behalf of the Itasca County Board of Commissioners to recommend that the Transfer of Ownership from Meds 1 Ambulance to North Memorial Ambulance be approved.

North Ambulance has operated in outstate Minnesota since 1986. North Ambulance has a long history of providing excellent ambulance service to the citizens of Minnesota. North Memorial Ambulance brings a wealth of experience, knowledge, and resources to the Grand Rapids area. We feel that this Transfer of Ownership will have a positive impact on the quality of Emergency Medical Services in the Grand Rapids area.

Please feel free to contact me if you have any questions.

Sincerely,


John Johnson, Chair
Itasca County Board of Commissioners



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 14, 2024

REQUEST FOR BOARD ACTION: RBA-2024-230

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Amend Action Re: American Rescue Plan (ARP) Request - Lake Jessie Township

BOARD ACTION REQUESTED:

Amend the motion adopted at the April 23, 2024 County Board Regular Session to approve an American Rescue Plan (ARP) Request, in the amount of \$25,214, from Lake Jessie Township by striking \$25,214 and inserting \$20,000.

BACKGROUND:

At the April 23, 2024 County Board Regular Session, the Board approved an ARP request, in the amount of \$25,214, from Lake Jessie Township by unanimous vote.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - 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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Terry Snyder](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Monday, April 15, 2024 5:29:53 PM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Lake Jessie Township
Name of Contact:	Scott A Seeley - Road & Bridge Supervisor
Address:	PO Box 23, 45987 Terry Road
City:	Talmoon
State:	MN
Zip Code:	56637
Phone Number:	218-750-0305 (cell)
E-mail Address:	muttiscott@yahoo.com
Commissioner District:	District 2 - Terry Snyder
Project Name:	Greenwood Cemetery Expansion & Bellamy Road Ditching Project
Amount Requested:	\$25,214
Project Budget & Summary of Project:	Greenwood Cemetery Expansion Project bid estimate is in the amount of \$13,775. Project consist of timber removal, removal of all tops and branches, clearing and grubbing of stumps in the northern portion of the cemetery. All material to be hauled away, then the site will be rough graded, seeded and mulched. This project is being done for future plots, as the cemetery is filling up. Bellamy Town Road Ditching Project bid estimate is in the amount of \$11,439. Project consist of timber removal along the northern right of way (.25 miles), removal of all tops and branches, clearing and grubbing of stumps, cutting down the berm along the right of way and creating a ditch for drainage. All disturbed areas will be seeded and mulch. This project is being done to improve site visibility for safety, and establish proper

drainage, so water drains off the road and aid in the maintenance.

Both projects are being done to benefit the township. The funding request is being requested, so we don't have to put an additional burden on our taxpayers by having to increase our levy. Both of these projects are outside our normal scope of work and maintenance.

Additional Information: *Field not completed.*

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