



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 1, 2024

2:30 PM

Itasca County Boardroom

## FINAL

### WORK SESSION MINUTES

#### I. CALL TO ORDER

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

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

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Approve the agenda, as presented.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Terry Snyder                            |
| <b>SECONDER:</b> | Commissioner Cory Smith                              |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

#### IV. MINUTES APPROVAL

**Motion To:** Approve the minutes, as delineated below.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Cory Smith                              |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

1. Approve the minutes of the Tuesday, September 24, 2024 County Board Regular Session.

#### V. RECOMMENDED FOR CONSENT AGENDA

1. Appoint Janet Bilden to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #3 vacancy effective October 8, 2024 through December 31, 2027.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 10/08/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

2. Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 10/08/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grey Matter, LLC.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 10/08/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

**VI. DISCUSSION / INFORMATIONAL**

1. Citizen Input  
No citizen input provided.

2. Commissioner Warrants

**Motion To:** Approve Commissioner Warrants with a check date of October 2, 2024, in the amount of \$685,664.62.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Cory Smith                              |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

3. Facilities Department Position Reallocation

County Administrator Brett Skyles provided information regarding the request to approve the new Facilities Manager position and reallocation of one Grade 9 Facilities Management Supervisor position to the new Grade 14 Facilities Manager position.

It was the consensus of the County Board to direct staff to make changes to the qualifications for this position before bringing it back to the Board for consideration.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

4. Letter of Request for Northwestern MN Juvenile Center Membership

**Motion To:** Approve a letter to Northwestern MN Juvenile Center requesting membership effective January 1, 2025, and authorize County Board, Sheriff, and HHS Director signatures.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Cory Smith                              |
| <b>SECONDER:</b> | Commissioner Casey Venema                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

5. Contract Award for Bass Lake Park Project

**Motion To:** Award the 2024 Bass Lake Park Public Facility Improvement Project construction contract to the lowest responsible bidder, Gilbert Contracting Services, Inc., for the estimated amount of \$213,528.00 and authorize necessary signatures.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

6. IRRR Culture and Tourism Grant Application

**Motion To:** Adopt the Resolution Re: Bass Lake Park and Campground & Tourism Grant Application and authorize necessary signatures.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

## 7. Storage Lease Agreement with ICAA

Land Commissioner Kory Cease provided information regarding the request to approve the 2024 Storage Lease Agreement with the Itasca County Agricultural Association.

**RESULT: RECOMMENDED FOR REGULAR NEXT: 10/08/2024 2:30 PM**

## VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at a recent Mississippi Headwaters Board meeting, as all as a PUC meeting regarding Biomass.

Commissioner Venema reported on his attendance at a recent Nashwauk City Council meeting.

Commissioner Johnson reported on his attendance at recent Nursing Home Board, Emergency Communications Board, and Itasca Economic Development Corporation (IEDC) meetings.

## VIII. ADMINISTRATOR UPDATE

## IX. COMMISSIONER COMMENTS

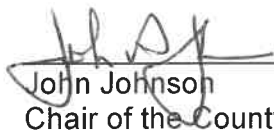
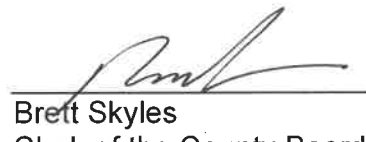
Commissioner Smith provided comment regarding phone calls received relative to a recent scheduled burn in the Chippewa National Forest.

## X. CLOSED SESSIONS

## XI. ADJOURN

Chair Johnson adjourned the meeting at 2:52 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, October 1, 2024

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**RESOLUTION 2024-40**

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**RE: BASS LAKE PARK AND CAMPGROUND CULTURE & TOURISM GRANT APPLICATION**

**WHEREAS**, Itasca County recognizes the importance of Bass Lake Park and Campground to the local economy and supports the grant application made to Iron Range Resources and Rehabilitation (IRRR) for the Culture & Tourism grant, and

**WHEREAS**, Itasca County is seeking additional funding to provide new and updated public facility improvements within Bass Lake Park and Campground, and

**WHEREAS**, the Culture & Tourism grant is available to assist projects that support arts, culture, history, tourism and recreational activities, and enhance the quality of life in the region and attract visitors, and

**WHEREAS**, Itasca County recognizes the match requirements for the IRRR Culture & Tourism grant, and has secured matching funds for the project, and

**NOW THEREFORE BE IT RESOLVED**, if Itasca County is awarded a grant by the IRRR, Itasca County agrees to accept the grant award, and may enter into an agreement with the IRRR for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

**BE IT FURTHER RESOLVED**, that the Itasca County Auditor/Treasurer, located at 123 NE 4th Street, Grand Rapids, MN 55744 be named as the fiscal agent for this grant.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 1st day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 1st day of October A.D. 2024.

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Administrator



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 24, 2024

2:30 PM

Itasca County Boardroom

## DRAFT

### REGULAR SESSION MINUTES

#### I. CALL TO ORDER

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

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

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Approve the agenda, as presented.

**RESULT:** APPROVED (4 TO 0)  
**MOVER:** Commissioner Cory Smith  
**SECONDER:** Commissioner Casey Venema  
**AYES:** Cory Smith, Terry Snyder, John Johnson, Casey Venema  
**VACANT:** District #4

#### IV. MINUTES APPROVAL

**Motion To:** Approve the minutes, as delineated below.

**RESULT:** APPROVED (4 TO 0)  
**MOVER:** Commissioner Cory Smith  
**SECONDER:** Commissioner Terry Snyder  
**AYES:** Cory Smith, Terry Snyder, John Johnson, Casey Venema  
**VACANT:** District #4

1. Approve the minutes of the Tuesday, September 17, 2024 County Board Work Session.

#### V. CONSENT AGENDA

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

**RESULT:** APPROVED (4 TO 0)  
**MOVER:** Commissioner Terry Snyder  
**SECONDER:** Commissioner Casey Venema  
**AYES:** Cory Smith, Terry Snyder, John Johnson, Casey Venema  
**VACANT:** District #4

1. Approve the FAA Grant Agreement for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-27-0037-030-2024 at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

2. Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge construction inspection services for two bridge replacements on CSAH 70 over Trout Creek and Swan River and authorize the County Engineer to execute the contract documents.
3. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for bridge replacements on CSAH 71, over the Swan River and CR 533 over Deer River, and authorize the County Engineer to execute the contract documents.

## VI. REGULAR AGENDA

1. Citizen Input  
No citizen input provided.
2. Recognition of County Employees

The following employees were recognized:

Congratulations to Denise Cleveland, who has accepted the Human Services Support Specialist position with the HHS Department which was effective September 15, 2024.

Welcome to new employee, BillieJo Sampson, Assessor/Appraiser 1 with the Assessor Department, which was effective September 16, 2024.

Welcome to new employee, Julie Christensen, Eligibility Specialist with the Health and Human Services Department, which was effective September 16, 2024.

Welcome to new employee, Joan Wass, Custodian with the Administrative Services Department, which was effective September 16, 2024.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

3. Commissioner Warrants

**Motion To:** Approve Commissioner Warrants with a check date of September 27, 2024, in the amount of \$2,187,250.85.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Cory Smith                              |
| <b>SECONDER:</b> | Commissioner Casey Venema                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

4. ICHHS Warrants

**Motion To:** Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for September 2024, in the amount of \$1,627,428.70.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

5. County Based Purchasing (IMCare) Division Update/Presentation  
Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update/Presentation, including information regarding the IMCare 2024 Q1 and Q2 Compliance Program Reports.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

## 6. Commissioner Appointments

It was the consensus of the County Board to appoint Commissioner Smith to the Finance Committee, Commissioner Venema to the Grand Rapids/Itasca County Cooperating Committee, Commissioner Johnson to the Intergovernmental Affairs Committee, and Commissioner Snyder to the NE MN Office of Job Training for the remainder of Commissioner Ives' appointed terms.

## 7. 2025 Proposed Levy

**Motion To:** Adopt the proposed tax levy for 2025 as \$43,557,747, a 2.98% increase over 2024; adopt the proposed unorganized fire levy as 4.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 10% of net tax capacity; and schedule a public meeting on Tuesday, December 10, 2024 at 6:00 PM in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

## VII. COMMISSIONER COMMENTS

## RECESS

Chair Johnson recessed the meeting at 2:51 PM.

## RECONVENE

Chair Johnson reconvened the meeting at 3:01 PM, with all members present except District #4 vacant.

## VIII. CLOSED SESSIONS

## 1. Closed Session Re: Labor Negotiations

**Motion To:** Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Cory Smith                              |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

Others Present: County Administrator Brett Skyles.

**Motion To:** Go into Open Session.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Cory Smith                              |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

## IX. ADJOURN

Chair Johnson adjourned the meeting at 3:52 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, October 1, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-396**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Amanda Schultz

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**AGENDA ITEM:**

Appointment - Water Plan Implementation Committee (WPIC)

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**BOARD ACTION REQUESTED:**

Appoint Janet Bilden to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #3 vacancy effective October 8, 2024 through December 31, 2027.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Water Plan Implementation Committee - Application - J Bilden

10/01/2024

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 10/08/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-385**

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**DEPARTMENT:** University of Minnesota Extension     **TIME REQUESTED:** < 5 Minutes  
**PRESENTER:** Keri Cavitt, Brett Skyles

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**AGENDA ITEM:**  
2025-2027 MOA with University of Minnesota Extension

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**BOARD ACTION REQUESTED:**  
Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**  
1. 2025-2027 Itasca MOA Draft

10/01/2024

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 10/08/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

**Agreement**  
**Between the Regents of the University of Minnesota**  
**And**  
**Itasca County, Minnesota**  
**For providing Extension programs locally and**  
**employing Extension Staff**

**This Agreement** ("Agreement") between the County of Itasca Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University's state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and

the grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to University:

University of Minnesota  
Minnesota Extension  
Attn: Dean Beverly R. Durgan  
240 Coffey Hall  
1420 Eckles Avenue  
St. Paul, MN 55108  
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

*– Signature Page Follows –*

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**County of Itasca**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

DATE \_\_\_\_\_

Approved as to form:

BY \_\_\_\_\_  
County Attorney

DATE \_\_\_\_\_

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Dean, University of Minnesota Extension

DATE \_\_\_\_\_

## Agreement between the Regents of the University of Minnesota through its Extension and Itasca County, Minnesota

### Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

#### Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

| Program/Position                                                                                     | 2025                        |           | 2026   |           | 2027   |           |
|------------------------------------------------------------------------------------------------------|-----------------------------|-----------|--------|-----------|--------|-----------|
|                                                                                                      | FTE                         | Price     | FTE    | Price     | FTE    | Price     |
| Extension Educator, 4-H Youth Development                                                            | 1                           | \$100,000 | 1      | \$103,000 | 1      | \$106,100 |
| Extension Educator, 4-H Youth Development - In-School/Alternative Learning Center Programs (1.0 FTE) | 0.2<br>County<br>portion    | \$20,000  | 0.2    | \$20,600  | 0.2    | \$21,220  |
| Extension Educator, 4-H Youth Development - After-School programs (0.8 FTE)                          | 0.1875<br>County<br>portion | \$15,000  | 0.1875 | \$15,450  | 0.1875 | \$15,915  |
| <b>Total</b>                                                                                         | 1.3875                      | \$135,000 | 1.3875 | \$139,050 | 1.3875 | \$143,235 |

#### Table B: Administrative Support Specialist

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

| Administrative Support                                          | 2025  |          | 2026  |          | 2027  |          |
|-----------------------------------------------------------------|-------|----------|-------|----------|-------|----------|
|                                                                 | Hours | Price    | Hours | Price    | Hours | Price    |
| University-hired Administrative Support Specialist <sup>2</sup> | 2080  | \$75,000 | 2080  | \$77,250 | 2080  | \$79,570 |
| <b>Total</b>                                                    | 2080  | \$75,000 | 2080  | \$77,250 | 2080  | \$79,570 |

**Table D: Grant/Partner Funded Positions**

County is not obligated to provide funds and the University shall not bill for the following grant or partner-funded positions. County agrees to provide “local support” as specified in paragraph 4 of the Agreement unless otherwise specified. University agrees to provide salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

| <b>Program</b>                | <b>Position/Working Title</b>                                                                              | <b>Grant/Funding Partner</b> | <b>Local Support</b>                                             |
|-------------------------------|------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------|
| 4-H Youth Development         | Extension Educator, 4-H Youth Development - In-School/Alternative Learning Center Programs (.8 of 1.0 FTE) | Blandin Foundation           | As specified in the Agreement, paragraph 4                       |
| 4-H Youth Development         | Extension Educator, 4-H Youth Development - After-School programs (0.6125 of 0.8 FTE)                      | Blandin Foundation           | As specified in the Agreement, paragraph 4                       |
| Family, Health, and Wellbeing | SNAP-Ed Health & Wellness Coordinator                                                                      | MN Dept of Human Services    | As specified in the Agreement, paragraph 4 except for a computer |

<sup>4</sup> Insert row for each position. List Program: Agricultural and Natural Resources (ANR); Community Development (CD); Family, Health and Wellbeing (FHW); 4-H Youth Development (4-H). List Position/Working title and Grant/Funding Partner. This includes funds from the 4-H federation/council. Under local support, either include the statement “As specified in the Agreement, paragraph 4” or insert “As specified in the Agreement, paragraph 4 except for {list items not provided by county}.

# **Agreement between the Regents of the University of Minnesota through its Extension and Itasca County, Minnesota**

## **Exhibit B: Program Deliverables**

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

### **4-H Youth Development:**

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

### **Agriculture, Food and Natural Resources:**

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Master Gardener Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

### **Family, Health and Wellbeing:**

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.
2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

**Community Development:**

1. Extension Educators will work with community leaders, including the County Extension Committee, to engage different segments of the community to understand and assess the issues affecting their community and its development.
2. Extension Educators will facilitate the development of an annual community development action plan that guides educational programming and applied research for the county on an annual basis and contributes to the development of a core \set of community development resources for the county.
3. Extension Educators will facilitate and support access to community development educational programming in the county such as programs in leadership development, tourism, entrepreneurship, workforce development, placemaking, and others tailored to the needs of the county.
4. Extension Educators will coordinate applied research programs that examine issues of community and economic development that help community leaders better understand these issues and inform actionable responses.
5. Extension Educators will evaluate the short and long-term impacts of community development programming in the county and share this information with the County Extension Committee and other stakeholders.

# **Agreement between the Regents of the University of Minnesota through its Extension and Itasca County, Minnesota**

## **Exhibit C: University Recommendations**

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

### **1. Technology recommendations for Extension employees located in county Extension offices**

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
  - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
  - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
  - Microsoft Office is used to create documents, spreadsheets, and presentations.
  - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
  - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
  - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
  - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

### **2. Recommendations for time and responsibilities of county-hired administrative support specialists**

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.

- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

**Example Position Description**  
**Extension Administrative Support Specialist**

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

**County Program Support**

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

**Office and General Administration**

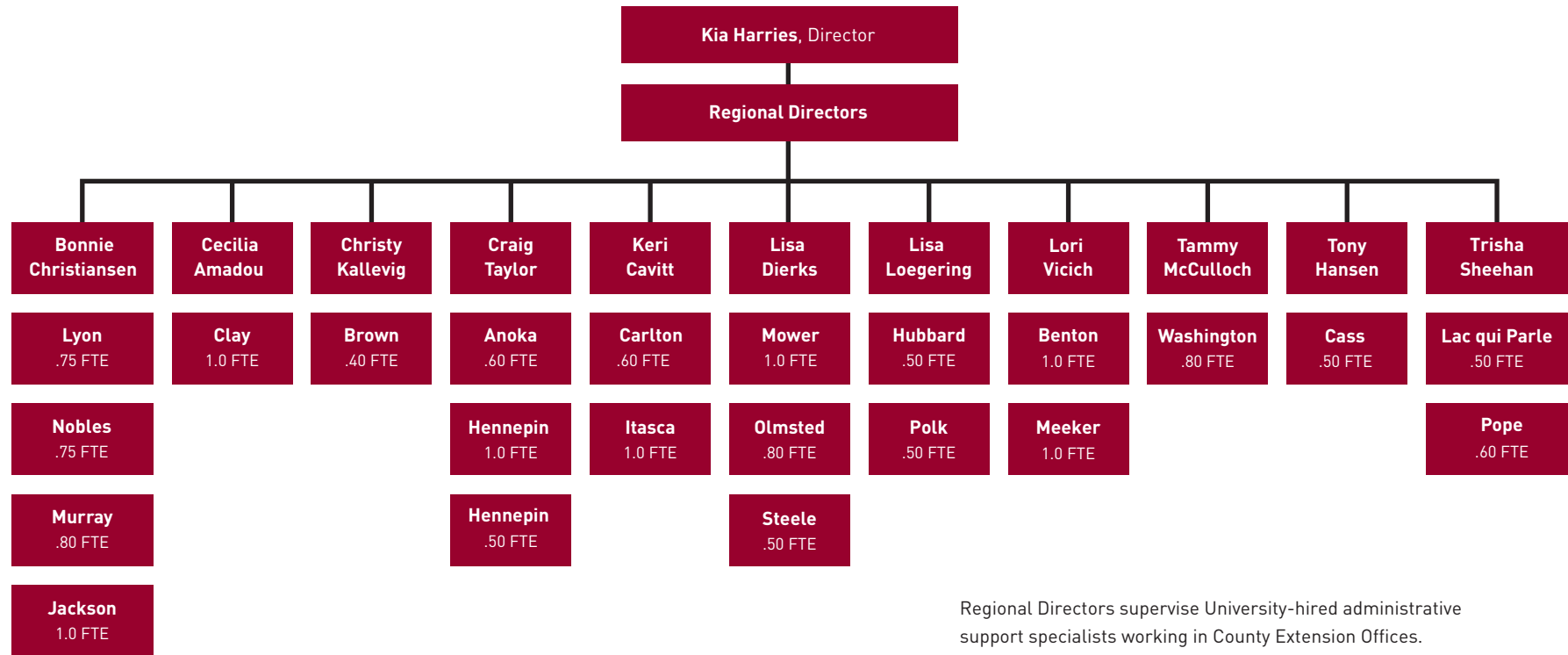
- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

# Department of Youth Development

**Jennifer Skuza**  
Associate Dean

| <b>Leah Larson</b><br>Program Leader<br>Central Region | <b>Jan Derdowski</b><br>Program Leader<br>Northeast Region | <b>Kari Robideau</b><br>Program Leader<br>Northwest Region | <b>Kristen Hurley</b><br>Program Leader<br>Southeast Region | <b>Nancy Hegland</b><br>Program Leader<br>Southwest Region |
|--------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------|
| Anoka                                                  | Cook                                                       | Kittson                                                    | Goodhue                                                     | Martin                                                     |
| Carver                                                 | Lake                                                       | Roseau                                                     | Wabasha                                                     | Watonwan                                                   |
| Chisago                                                | St. Louis                                                  | Lake of the Woods                                          | Winona                                                      | Jackson                                                    |
| Scott                                                  | Carlton                                                    | Marshall                                                   | Houston                                                     | Cottonwood                                                 |
| Dakota                                                 | Pine                                                       | Polk                                                       | Fillmore                                                    | Redwood                                                    |
| Hennepin                                               | Mille Lacs                                                 | Pennington                                                 | Olmsted                                                     | Renville                                                   |
| Washington                                             | Kanabec                                                    | Red Lake                                                   | Dodge                                                       | Kandiyohi                                                  |
| Stearns                                                | Morrison                                                   | Clearwater                                                 | Mower                                                       | Swift                                                      |
| Benton                                                 | Todd                                                       | Hubbard                                                    | Steele                                                      | Pope                                                       |
| Sherburne                                              | Crow Wing                                                  | Wadena                                                     | Freeborn                                                    | Stevens                                                    |
| Isanti                                                 | Aitkin                                                     | Becker                                                     | Rice                                                        | Big Stone                                                  |
| Wright                                                 | Cass                                                       | Otter Tail                                                 | LeSueur                                                     | Lac Qui Parle                                              |
| McLeod                                                 | Itasca                                                     | Douglas                                                    | Blue Earth                                                  | Yellow Medicine                                            |
| Ramsey                                                 | Koochiching                                                | Grant                                                      | Waseca                                                      | Lincoln                                                    |
| Meeker                                                 | Beltrami                                                   | Traverse                                                   | Faribault                                                   | Lyon                                                       |
|                                                        |                                                            | Wilkin                                                     | Sibley                                                      | Pipestone                                                  |
|                                                        |                                                            | Clay                                                       | Nicollet                                                    | Murray                                                     |
|                                                        |                                                            | Becker                                                     | Blue Earth                                                  | Rock                                                       |
|                                                        |                                                            | Mahnomen                                                   | Brown                                                       | Nobles                                                     |
|                                                        |                                                            | Norman                                                     |                                                             | Chippewa                                                   |

# Statewide Operations



UNIVERSITY OF MINNESOTA  
**EXTENSION**



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-390**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sarah Anderson

---

**AGENDA ITEM:**

IMCare Provider Participation Agreement with Grey Matter, LLC

---

**BOARD ACTION REQUESTED:**

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grey Matter, LLC.

**BACKGROUND:**

Previously reviewed and approved by County Attorney.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. PPA - Grey Matter, LLC
2. Provider Participation Agreement 2020 - 10.01.17

10/01/2024

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 10/08/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-102**

---

**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

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-370**

---

**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 October 2, 2024, in the amount of \$685,664.62.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Cory Smith                              |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-393**

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**DEPARTMENT:** Human Resources

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Brett Skyles, Janet Borth

---

**AGENDA ITEM:**

Facilities Department Position Reallocation

---

**BOARD ACTION REQUESTED:**

Approve new Facilities Manager position and reallocate one Grade 9 Facilities Management Supervisor position to this new Grade 14 Facilities Manager position.

**BACKGROUND:**

The County wishes to replace the currently vacant Grade 9 Facilities Management Supervisor position with a new Grade 14 Facilities Manager position. After review, the Classification Committee authorized HR Director to send the position description for the new Facilities Manager position to David Drown Associates (DDA) for a classification review, and it was classified at a Grade 14. Labor unit clarification is currently being sought for this new position through the Bureau of Mediation Services (BMS) with the proposed labor unit being Itasca County Managers Association (ICMA). ICMA supports this classification.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Facilities Manager w HRD edits 090624

It was the consensus of the County Board to direct staff to make changes to the qualifications for this position before bringing it back to the Board for consideration.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



Draft

Screen

## ITASCA COUNTY JOB DESCRIPTION

*(This job description is not intended to be an all-encompassing list of responsibilities, skills, efforts or working conditions, nor does it limit the assignment of related duties to this classification.)*

**Job Title:** Facilities Manager

**Department:** Facility Management

**Classification:** Grade 14 Labor Group TBD

**FLSA Status:** Exempt;

**Position Description:** Responsible for overall facility planning and space planning; administration of capital projects for all County facilities; oversees the maintenance and functions of all building mechanical operations; cleaning of facilities and equipment; and management of staff. Builds collaborative relationships and communications processes with internal and external partners to meet shared objectives.

**Supervisor:** County Administrator

**Total # positions that report directly to this job:** 13

**Total # positions that report indirectly to this job:** 0

**Machines or equipment used regularly in this job:** Building automation systems, Security access systems, Fire alarm systems, Backup electrical generators, Electrical meters, HVAC test equipment, computers; and hot water boilers.

**Job qualifications including education, experience, license, certificates, etc.:**

**Minimum Qualifications (Pass/Fail):**

- Bachelor's degree or higher in Construction Management, Mechanical Engineering, Facilities Management, Business Administration, Public Administration or related field of study
- 5 years progressively responsible experience in facilities management or a related area;
- 3 years supervisory experience (i.e., hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other employees' grievances on behalf of the employer)
- Valid driver's license and reliable means of transportation
- Minimum 1<sup>st</sup> Class "C" Boiler License **OR** 2<sup>nd</sup> Class "C" Boiler License with the ability obtain 1<sup>st</sup> Class "C" Boiler License within 6 months of employment.
- Minnesota Pollution Control Agency Underground Storage Tank Class A Operator certification **OR** obtain within 6 months of employment.
- 1-year education and/or work experience operating personal computers
- Successful completion of a federal criminal justice background check contingent upon a job offer.

## **Knowledge, Skills & Abilities**

### **Knowledge:**

- Advanced principles and practices of commercial building operations, maintenance, and repair; of various mechanical, electrical, plumbing and HVAC controls and systems; of various fire, security and building automation systems; of the use of tools, test equipment and materials commonly used in building maintenance, HVAC, electrical, plumbing and repairs on miscellaneous related projects; of building and safety regulations and codes; occupational hazards and safety precautions associated with the trades.
- Principles and methods of supervision, budgeting and training

**Skills:** good mechanical aptitude; effective written and verbal communication skills; use of tools, test equipment and materials commonly used in building maintenance and repairs on HVAC, electrical, plumbing, and miscellaneous related projects; supervision; good steward to the taxpayer.

### **Ability to:**

- Provide quality customer service.
- Analyze data and present recommendations
- Establish and maintain professional relationships with contractors, vendors, department heads and County staff.
- Effectively communicate verbally and in writing, especially to convey advanced technical information to others with varying levels of technical knowledge.

### **Preferred Qualifications:**

- Work experience developing and administering budgets;
- Work experience estimating space and planning facility layouts;
- Work experience negotiating and administering contracts with architects, planners, vendors, etc.
- Work experience involving operation and maintenance of Building Automation Systems.
- Supervisory work experience beyond the minimum above
- Work experience with energy management system

## **Duties and Responsibilities**

Percentage of Time (100%): Time spent performing the duty and responsibility.

Essential Function (E): The basic job duties that an employee must be able to perform, with or without reasonable accommodation. If the position exists to perform that duty, it is an essential function.

Non-essential Function (NE): Marginal duties that have limited or no consequences should the duties not be performed by the particular position.

| <b>%</b> | <b>E<br/>or<br/>NE</b> | <b>Duties and Responsibilities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10%      | E                      | <b>Strategic Planning/Project Management</b> <ul style="list-style-type: none"><li>• Develop, formulate, and implement strategic plans, goals, objectives, standards and controls necessary for the administration of the County's facilities.</li><li>• Provide project management oversight for all technology-related project steps including problem identification, evaluation of potential solutions, solution design, development, testing and implementation.</li></ul>                                                                                                                                                                                                                                                      |
| 5%       | E                      | <b>Financial Management</b> <ul style="list-style-type: none"><li>• Prepare and manage the county-wide Facilities budget, and associated Capital Improvement Project budget</li><li>• Coordinate budgetary impacts with Itasca Resource Center</li><li>• Organize and allocate resources to various functions based upon approved budgets. Approval and coding of departmental invoices</li></ul>                                                                                                                                                                                                                                                                                                                                    |
| 35%      | E                      | <b>Supervisory Administration</b> <ul style="list-style-type: none"><li>• Lead and direct operations of the Facilities Department.</li><li>• Lead staff in developing and implementing a department mission; develop departmental goals; prioritize a service delivery plan in alignment with the county mission and budget.</li><li>• Create a work culture that engages employees, promotes growth, and contributes to the effective and efficient delivery of services.</li><li>• Responsible for: hire, transfer, promote, suspend, discharge, train, coach, assignment, reward, discipline, direction of work, adjust grievance(s) as provided by collective bargaining agreement(s), complete performance review(s).</li></ul> |
| 10%      | E                      | <b>Security</b> <ul style="list-style-type: none"><li>• Maintain county buildings for security, security policies and common security threats or vulnerabilities;</li><li>• Address/respond to any alarms or alerts</li><li>• Implement security changes approved by County Board or as directed by County Administrator.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                  |
| 20%      | E                      | <b>Building/Grounds maintenance / Energy systems:</b> <ul style="list-style-type: none"><li>• Maintain building plans and specifications on new and existing equipment</li><li>• Address/respond to any alarms or alerts</li><li>• Troubleshoot equipment failures, and communicate problems to vendor, and/or assist in temporary/permanent repairs, and insure staffing availability for trouble shooting and repairs, that may occur 7 days/week - 24 hours/day.</li><li>• Maintains Americans with Disabilities (ADA) compliance of county</li></ul>                                                                                                                                                                             |

**Job Title:** Facilities Manager

**Date:** 01/17/2024

|     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |   | facilities. <ul style="list-style-type: none"><li>• Ensure safe and clean common workspaces, public spaces and grounds at all County facilities.</li><li>• Ensure routine maintenance is scheduled and completed.</li><li>• Support Risk/Safety Manager in keeping facilities in compliance with OSHA laws.</li><li>• Oversee outdoor/grounds maintenance to ensure lawns and grounds are maintained at County-owned facilities.</li></ul> |
| 10% |   | <b>Fleet Management</b> <ul style="list-style-type: none"><li>• Assist in management of fleet vehicles and equipment including acquisition, re-sale, and capital planning with Department Heads who are responsible for maintenance and repair.</li></ul>                                                                                                                                                                                  |
| 10% | E | <b>Contractor/vendor oversight:</b> <ul style="list-style-type: none"><li>• Contracts with and oversees HVAC and Building Automation contractors, electrical contractors, plumbing contractors and associated building maintenance contractors and vendors.</li></ul>                                                                                                                                                                      |
|     |   | Regular attendance on the job.                                                                                                                                                                                                                                                                                                                                                                                                             |
|     |   | Perform other duties as delegated.                                                                                                                                                                                                                                                                                                                                                                                                         |

**Annual Budget Data:**

Identify the average annual dollar amount this job impacts:

**Capital budget:**

\$ Description:

**Operating budget:**

\$ Description:

**Payroll budget:**

\$ Description:

**Other Financial Measures** (i.e., transfer payments, collections, reimbursements):

\$ Description:

**Working Conditions:**

Critical Demand: Definitions of the Critical Demand are below.

Frequency Key (Total cumulative amount of time during a day completing the job function. i.e., bending to open a file drawer can take only seconds of time so the total cumulative during a day may amount to R or possibly O):

(N) Never NA  
(R) Rarely 1-5% of the day = < ½ hr.

**Job Title:** Facilities Manager

**Date:** 01/17/2024

- (O) Occasionally 6-33% of the day = ½ hr. to 2 hrs.  
(F) Frequently 34-66% of the day = 2–5 hrs.  
(C) Continuously 67%+ of the day = > 5 hrs.

**Description:** List the job function(s) that describes the work being performed in the Critical Demand.

*i.e., Lift Low-Level under 10 lbs. – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – lifting file folders.*

*i.e., Lift Mid-Range 25 – 50 lbs. – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – box of paper from cart to countertop.*

| Critical Demand | Frequency     |   | Description                                                                                               |
|-----------------|---------------|---|-----------------------------------------------------------------------------------------------------------|
| <b>Lift</b>     |               |   |                                                                                                           |
| Low-level       |               |   |                                                                                                           |
|                 | Under 10 lbs. | O | Hand tools, cleaning supplies                                                                             |
|                 | 10-25 lbs.    | O | 10# jug of chemical with handle to 4'2" shelf                                                             |
|                 | 26-50 lbs.    | O | 50# box of paper, no handles; 50# 5-gal. pail of floor stripper, handle on top of cardboard box at 18-24" |
|                 | 50+ lbs.      | R |                                                                                                           |
| Mid-Range       |               |   |                                                                                                           |
|                 | Under 10 lbs. | R | Hand tools, 10# jug cleaning supplies from cart                                                           |
|                 | 10-25 lbs.    | R | 14# box of garbage can liners from 4'2" shelf                                                             |
|                 | 26-50 lbs.    | R | 30# printer, 20# PC tower, 30-49# partially empty bag of salt                                             |
|                 | 50+ lbs.      | R | 50# bag of salt from 4 ft stack, no handles                                                               |
| Overhead        |               |   |                                                                                                           |
|                 | Under 10 lbs. | R | Hand tools, cleaning supplies onto 7ft shelf, 5'5" shelf                                                  |
|                 | 10-25 lbs.    | R | 14# box of garbage can liners, 5'5" shelf                                                                 |
|                 | 26-50 lbs.    | R | 35# bags of garbage into 5ft high dumpster, 10-12 bags                                                    |
|                 | 50+ lbs.      | R |                                                                                                           |
| Positional      |               |   |                                                                                                           |
|                 | Under 10 lbs. | R | Lifting and holding keyboard in place during installation                                                 |
|                 | 10-25 lbs.    | N |                                                                                                           |
|                 | 26-50 lbs.    | R | 90# cubicle panels, 5ft wide, 5-7 ft tall (tipping up and maneuvering into place)                         |
|                 | 50+ lbs.      | N |                                                                                                           |
|                 |               |   |                                                                                                           |
| <b>Carry</b>    | Under 10 lbs. | O | Hand tools, cleaning supplies, 300 ft                                                                     |
|                 | 10-25 lbs.    | O | Cleaning supplies, maintenance items 300 ft                                                               |
|                 | 26-50 lbs.    | O | 35# bag of garbage, 150 ft                                                                                |
|                 | 50+ lbs.      | R |                                                                                                           |

**Job Title:** Facilities Manager**Date:** 01/17/2024

|                              |                              |   |                                                                                                                                                |
|------------------------------|------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | Marginal:<br>Dolly available | R |                                                                                                                                                |
|                              |                              |   |                                                                                                                                                |
| <b>Push / Pull</b>           | Under 10 lbs.                | O | Cleaning cart, 2-wheel dolly, vacuuming (2 hrs.)                                                                                               |
|                              | 10-25 lbs.                   | O | 2-wheel dolly                                                                                                                                  |
|                              | 26-50 lbs.                   | O | Shoveling snow, pushing into handheld drill or screwdriver                                                                                     |
|                              | 50+ lbs.                     | O | 55# force to Push/Pull/Turn mechanical lift device                                                                                             |
|                              |                              |   |                                                                                                                                                |
| <b>Reach</b>                 |                              | O | Forward, lateral, and overhead to clean bathroom surfaces, top of cubicle walls (6-7 ft), change dispensers and filters (2-3 ft forward reach) |
|                              |                              |   |                                                                                                                                                |
| <b>Forward Bend Standing</b> |                              | R | Cleaning or repairing toilet, shoveling                                                                                                        |
|                              |                              |   |                                                                                                                                                |
| <b>Forward Bend Sitting</b>  |                              | R | Marginal: Can be done in Low Work position<br>General maintenance work                                                                         |
|                              |                              |   |                                                                                                                                                |
| <b>Rotation</b>              |                              | F | Mopping, sweeping, vacuuming, 3-4 hrs.                                                                                                         |
|                              |                              |   |                                                                                                                                                |
| <b>Standing</b>              |                              | R | Observing machine or workspace, checking for leaks                                                                                             |
|                              |                              |   |                                                                                                                                                |
| <b>Standing Work</b>         |                              | C | Floor care, general cleaning, maintenance, repair, installation, moving and/or re-arranging equipment and supplies                             |
|                              |                              |   |                                                                                                                                                |
| <b>Sitting</b>               |                              | O | Computer work, training                                                                                                                        |
|                              |                              |   |                                                                                                                                                |
| <b>Squatting</b>             |                              | O | Misc. items/trash from floor, rugs, empty/replace garbage bags                                                                                 |
|                              |                              |   |                                                                                                                                                |
| <b>Low Work</b>              |                              |   |                                                                                                                                                |
| Crouch                       |                              | O | Use putty knife to remove gum, cleaning, painting, stripping floors                                                                            |
| Kneel – ½ Kneel              |                              | O | Use putty knife to remove gum, cleaning, painting, stripping floors                                                                            |
|                              |                              |   |                                                                                                                                                |
| <b>Crawl</b>                 |                              | O | Cleaning and maintenance work; work in crawl space under buildings                                                                             |
|                              |                              |   |                                                                                                                                                |
| <b>Balance</b>               |                              | R | Working on slippery floor during stripping process, ladders, mechanical lift, replace filters and shovel on roof                               |

**Job Title:** Facilities Manager

**Date:** 01/17/2024

|                      |  |   |                                                                                                                         |
|----------------------|--|---|-------------------------------------------------------------------------------------------------------------------------|
|                      |  |   |                                                                                                                         |
| <b>Walking</b>       |  | F | Approximately 80% indoor, 20% outdoor, around entire building and grounds                                               |
|                      |  |   |                                                                                                                         |
| <b>Stair Climb</b>   |  | O | 1 flight up to roof; 19 steps from main floor to office space, stairways up to 20 steps                                 |
|                      |  |   |                                                                                                                         |
| <b>Ladder Climb</b>  |  | R | Folding ladder: repair ceiling tiles/scissions, replace light bulbs                                                     |
|                      |  |   |                                                                                                                         |
| <b>Climb</b>         |  | R | Ramps around building                                                                                                   |
|                      |  |   |                                                                                                                         |
| <b>Use of Hands:</b> |  |   |                                                                                                                         |
| Grip                 |  | C | Open bottles of chemicals, valves, spray bottle, trigger on hand tools                                                  |
| Pinch                |  | C | Connecting wiring, safety clamps/fasteners, nuts/bolts/screws                                                           |
| Finger               |  | C | Keyboard, operate control panels on equipment, telephone keypad                                                         |
| Handle               |  | C | Mop/hand-held tools, cleaning supplies, filters/belts                                                                   |
|                      |  |   |                                                                                                                         |
| <b>Driving</b>       |  | O | 25 minutes one-way on highway; multiple trips to hardware store 10 minutes one-way, 60 minutes snow plowing parking lot |
|                      |  |   |                                                                                                                         |
| <b>Sensory:</b>      |  |   |                                                                                                                         |
| Vision               |  | C | Adequate to perform essential functions of job                                                                          |
| Hearing              |  | C | Adequate to perform essential functions of job                                                                          |
| Talk/Speak           |  | C | Adequate to perform essential functions of job                                                                          |
| Taste/Smell          |  | C | Adequate to perform essential functions of job                                                                          |
|                      |  |   |                                                                                                                         |

**Physical Environment:** Using the Critical Demand definitions, place an “X” if the position has the Physical Environment described. If not, leave blank. List the job function(s) performed in the Physical Environment.

| <b>X</b> | <b>Critical Demand</b>                  | <b>List:</b>                                              |
|----------|-----------------------------------------|-----------------------------------------------------------|
| X        | Exposure to Weather                     | Shovel, roof, outdoor maintenance                         |
| X        | Extreme Heat (not weather related)      | Working in the boiler room                                |
| X        | Extreme Cold (not weather related)      | Walk in freezer/refrigerator                              |
| X        | Extreme Wet/Humid (not weather related) | Sprinkler break, plumbing breakdowns/repairs/cleanup      |
| X        | Extreme Noise                           | Floor scrubber, generator                                 |
|          | Vibration                               |                                                           |
| X        | Mechanical Hazards                      | HVAC Units (belts/blowers)                                |
| X        | Electrical Hazards                      | electrical switches, HVAC equipment                       |
| X        | Burns                                   | Kitchen equipment (stoves, ovens), water heaters, boilers |

**Job Title:** Facilities Manager

**Date:** 01/17/2024

| X | Critical Demand                                     | List:                                                                                |
|---|-----------------------------------------------------|--------------------------------------------------------------------------------------|
| X | Confined Spaces                                     | Crawl space under Courthouse                                                         |
|   | Explosives                                          |                                                                                      |
|   | Radiant Energy                                      |                                                                                      |
|   | Unprotected Heights                                 |                                                                                      |
|   | Atmospheric Conditions                              |                                                                                      |
| X | Elevated Surfaces                                   | Ladders, roof                                                                        |
| X | Chemicals (Caustic or Toxic                         | Cleaning products, floor stripper, drain cleaners, lubricants, maintenance chemicals |
| X | Blood-borne Pathogen &/or Biomedical/Microorganisms | Classrooms, restrooms, drain cleaning, bodily fluids                                 |
| X | Slippery Surfaces                                   | Ice on sidewalk, stripping floors                                                    |
|   | Moving Objects                                      |                                                                                      |
| X | Traffic                                             | Parking Lot                                                                          |
|   | Other                                               |                                                                                      |

Place an "X" if the position has the working condition described. If not, leave blank.

|   |                                    |
|---|------------------------------------|
| X | Works Alone                        |
| X | Customer/Public Contact            |
| X | Clients with Behavioral Challenges |
|   | Shift Work                         |

|   |              |
|---|--------------|
|   | Extended Day |
| X | Indoors      |
| X | Outdoors     |

**Mental Demands:**

|   |                              |
|---|------------------------------|
| X | Frequent Contact with People |
|   | Irregular Work Schedule      |
|   | Supervisory Skills           |
| X | Detailed Work                |
| X | Frequent Interruptions       |

|   |                               |
|---|-------------------------------|
| X | Decision Making Skills        |
| X | Concentration                 |
| X | Ability to Work Independently |
|   | Multiple Concurrent Tasks     |
|   | Frequent Deadlines            |

**Personal Protective Equipment:**

|   |                            |
|---|----------------------------|
| X | Hearing Protection         |
| X | Eye Protection             |
| X | Face Shield                |
|   | Steel toe shoes/boots      |
| X | Slip Resistant Footwear    |
| X | Gloves (heat, cold, sharp) |
| X | Breathing Protection       |

|   |                     |
|---|---------------------|
|   | Bump Cap/Hard Hat   |
| X | Fall Protection     |
|   | Protective Overalls |
|   | Uniform             |
| X | Street Clothes      |
|   | Other               |
|   | List:               |

**Supervisor's signature and date:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CRITICAL DEMANDS:**

**DEFINITIONS OF PHYSICAL, MOTOR, SENSORY DEMANDS AND ENVIRONMENTAL CONDITIONS:**

**MATERIAL HANDLING:**

**LOW LIFT:** Manually lift/lower a load between floor and 36" while standing. Item is moved <3ft horizontally.

**MID-RANGE LIFT:** Manually lift/lower a load with the entire lift between 36" and 55" while standing. Item moved <3ft horizontally.

**HIGH LIFT:** Manually lift/lower a load beginning 36" or higher and exceeding 55" while standing. Item moved <3ft horizontally.

**POSITIONAL LIFT:** Lifting performed within the confines of a static position combined and occurring simultaneously (not sequentially) such that the nature of the combination functionally creates stressors that may not be understood if the items are identified separately. (Example: baggage handlers working in a kneeling position.)

**CARRY:** Transport a load over a distance of 3ft or more via walking and use of the upper extremities (includes lifting/lowering to achieve carry angle and appropriate walk mechanics).

**PUSH:** After making hand contact with the load, force is generated away from the body upon an object, so that the object generally moves away from the force in either a horizontal or vertical direction.

**PULL:** After making hand contact with the load, force is generated toward the body upon an object, so that the object generally moves toward the force in either a horizontal or vertical direction, not lifting or removing load from resting surface.

**POSITIONAL ACTIVITIES:**

**REACH:** Moving the arm(s) away from the body >15 degrees (related to neutral sitting) with <5# for Forward Reaching. Lateral Reaching involves motions beyond 30 degrees of horizontal abduction. Overhead reaching involves motions above 90 degrees of shoulder flexion.

**FORWARD BEND – STANDING:** In a standing position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

**FORWARD BEND – SITTING:** In a sitting position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

**ROTATION:** In a seated or standing position, rotating the trunk more than 15 degrees with a load of <5#.

**STANDING:** Maintaining an upright posture while weight bearing on both feet and working with loads <5#.

**STANDING WORK:** This may include performance of a variety of activities with the primary requirement of standing and/or short distance movement <10ft in the immediate work area.

**SITTING:** Maintaining a seated position with trunk flexion and rotation less than 15 degrees and loads <5#.

**SQUATTING:** Bending the hips and knees to lower the body. Load must be <5# and not sustained.

**LOW WORK:** Working low to the ground in positions such as crouch/kneel/1/2-kneel sitting on heels, where options vary and may change. May be accompanied by forward flexion due to the height of the work. May include forward bending or be accompanied by reaching and rotating.

**CROUCH:** Assuming or working in a position low to the ground where both knees are fully flexed for more than 5 seconds with loads <5#. This assumes hip and knee flexion of 90 degrees or greater and may include forward flexion.

**KNEEL – ½ KNEEL:** Assuming or working in a position low to the ground where one or both knees are in contact with the ground.

This may include forward flexion, sitting on heels or working with loads <5#.

**CRAWL:** Moving across a surface on hands and knees. May include working from crawl position.

**BALANCE:** Adaptive postural control and stability, generally consistent with controlled activity performance. Activities involving high degree of balance requirements should be operationally defined.

#### **AMBULATION AND CLIMBING:**

**WALKING:** Walk/move on foot = 10ft or greater distance with load <5#.

**STAIR CLIMB:** Ascend or descend fixed or portable stairs.

**LADDER CLIMB:** Ascend or descend rungs on various types of ladders (stationary or portable) where help of the upper extremities is necessary.

**CLIMB:** Ascend or descend ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms.

#### **HAND:**

**GRIP:** Generating force >10# while grasping to move, hold, or stabilize an object within the span of the hand. (Not related to tasks that are parts of other critical demands. Example: Gripping a wrench while reaching would be considered separate physical demands, while gripping during a lift is captured in the performance of the lift and would not be listed as a separate physical demand.)

**PINCH:** Squeeze and generate force of >5# between fingers to move, hold or stabilize an object within the span of the fingers/thumb.

**FINGER:** Pick, pinch or otherwise working primarily with fingers rather than with the whole hand or arms as in handling.

**HANDLE:** Seize, hold, grasp, turn, or otherwise working with hand or hands. Moving and using the hands or fingers to perform fine motor activities, manipulation, or handling of objects, and/or operation of controls.

#### **SENSORY:**

##### **VISION:**

**COLOR VISION:** Ability to identify and distinguish colors.

**DEPTH PERCEPTION:** Three-dimensional vision. Ability to judge distances and relationships so as to see objects where and as they actually are.

**FAR VISION:** Clarity of vision at 20 ft or more.

**NEAR VISION:** Clarity of vision at 20 inches or less.

**FIELD OF VISION:** Observe an area that can be seen up and down or right to left while eyes are fixed on a given point. (peripheral).

**VISUAL ACCOMMODATION:** Adjustment of lens of eye to bring an object into sharp focus. Especially important when doing near-point work at varying distances from eye.

**HEAR:** perceive the nature of sounds.

**TALK/SPEAK:** Express or exchange ideas by means of the spoken word.

**TASTE/SMELL:** Distinguish, with a degree of accuracy, differences or similarities in intensity or quality of flavors and/or odors, or recognize particular flavors and/or odors, using tongue and/or nose.

**ENVIRONMENTAL CONDITIONS:**

**EXPOSURE TO WEATHER:** Hot, cold, wet, humid, or windy conditions, caused by the weather, which results in marked bodily discomfort.

**EXTREME HEAT:** Non-weather-related temperatures that are sufficiently high to cause marked bodily discomfort.

**EXTREME COLD:** Non-weather-related temperatures that are sufficiently low to cause marked bodily discomfort.

**WET AND/OR HUMID:** Contact with water or other liquids; or exposure to non-weather-related conditions where humidity is sufficiently high to cause marked bodily discomfort.

**EXTREME NOISE:** Constant or intermittent sounds of a pitch or level sufficient to cause a worker to have difficulty hearing the voice of a person three or four feet away unless voice is raised above normal conversational level.

**VIBRATION:** Shaking objects or surfaces that cause a strain on the body or extremities.

**MECHANICAL HAZARDS:** Danger to fingers or limbs due to feeding or operating either portable or stationary power-driven equipment.

**ELECTRICAL HAZARDS:** Exposure to electric wires, transformers, or uninsulated electrical parts.

**BURNS:** Potential of burns from hot material, fire, or chemical agents (identify which factor is present).

**CONFINED SPACES:** Areas where dangerous air contamination or oxygen deficiencies may exist or develop; or, where an emergency removal of a suddenly disabled employee is difficult due to the location or size of the opening the worker entered through.

**EXPLOSIVES:** Materials which undergo rapid chemical or nuclear reaction with the production of noise, heat, and violent expansion of gases.

**RADIANT ENERGY:** Exposure to radiant energy such as x-rays, radioactive material, ultraviolet, or infrared rays.

**UNPROTECTED HEIGHTS:** Exposure to working in high, exposed places.

**ATMOSPHERIC CONDITIONS:** Exposure to conditions that affect the respiratory system or the skin, such as fumes, noxious odors, dust, mists, gases, and poor ventilation (identify which factor is present).

**ELEVATED SURFACES:** Work occurs in places elevated above the ground such as catwalks, scaffolds, ladders, and roofs.

**CHEMICALS (CAUSTIC OR TOXIC):** Substances or compounds which may cause illness or injury.

**BLOOD-BORNE PATHOGENS &/OR BIOMEDICAL/MICROORGANISMS:** Pathogenic microorganisms that are present in human blood and cause disease in humans. These pathogens include but are not limited to Hepatitis B virus (HBV) and human immunodeficiency virus (HIV) &/or chicken pox, infectious disease.

**SLIPPERY SURFACES:** Walking surface of work site is necessarily wet, muddy, greasy, oily, or highly polished surfaces which may cause employees to slip or lose footing.

**MOVING OBJECTS:** Moving equipment and objects in the immediate work area such as cranes, heavily laden carts, gurneys, and forklifts.

**TRAFFIC:** Physical exposure to vehicular traffic.





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-394**

---

**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Eric Villeneuve

---

**AGENDA ITEM:**

Letter of Request for Northwestern MN Juvenile Center Membership

---

**BOARD ACTION REQUESTED:**

Approve letter to Northwestern MN Juvenile Center requesting membership effective January 1, 2025, and authorize the County Board, Sheriff and HHS Director signatures.

**BACKGROUND:**

Itasca County representatives met with the Board of Directors of the Northwestern MN Juvenile Center on September 19th to discuss a possible membership effective January 1, 2025. There was mutual interest on both sides to further that conversation. Becoming a member was discussed the following week at the October 24th Budget Session. The next step is formally making a request for membership to further the conversation.

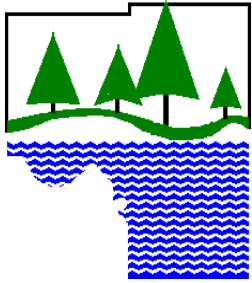
This letter was vetted through the CA Office.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Northwestern MN Juvenile Center Letter
2. Northwestern MN Juvenile Center Letter SIGNED

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Cory Smith                              |
| <b>SECONDER:</b> | Commissioner Casey Venema                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |



# ITASCA COUNTY HEALTH AND HUMAN SERVICES

## ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, Minnesota 55744-3983

Hearing Impaired Number TDD: 711 or 1-800-627-3529

**(218) 327-2941**

Visit us at: [www.co.itasca.mn.us](http://www.co.itasca.mn.us)

October 1, 2024

Northwestern MN Juvenile Center  
Board of Directors  
1231 5<sup>th</sup> Street NW – PO Box 247  
Bemidji, MN 56619

Dear Board of Directors:

Thank you for meeting with Itasca County representatives on September 19, 2024, to discuss becoming a member at the Northwestern MN Juvenile Center. As we discussed on September 19<sup>th</sup>, Itasca County has a decades long relationship which we wish to strengthen by becoming a member. Even as a non-member our staff work closely for the best interests of the children placed. Since the pandemic, it's become apparent to us that we both rely on each other to a much greater extent as evidenced by the over \$1.2 million we spent at your facility in 2023. We would like to offer a \$500,000 membership fee to become a member as of January 1, 2025. In addition to the membership fee, Itasca County brings other resources such as a greater legislative base and would be an active board member and take an active role at the board table.

If you need any additional information, please let us know.

---

Eric Villeneuve  
Itasca County HHS Director

---

Joe Dasovich  
Itasca County Sheriff

---

John Johnson  
2024 County Board Chair

---

Casey Venema  
2024 County Board Vice Chair

---

Corey Smith  
County Commissioner – District 1

---

Terry Snyder  
County Commissioner – District 2

cc: Mindy O'Brien, Superintendent



# ITASCA COUNTY HEALTH AND HUMAN SERVICES

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If you need any additional information, please let us know.

Eric Villeneuve  
Itasca County HHS Director

Joe Dasovich  
Itasca County Sheriff

John Johnson  
2024 County Board Chair

Casey Venema  
2024 County Board Vice Chair

Corey Smith  
County Commissioner – District 1

Terry Snyder  
County Commissioner – District 2

cc: Mindy O'Brien, Superintendent



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-391**

---

**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson, Spring Higley, Kory Cease

---

**AGENDA ITEM:**

Contract Award for Bass Lake Park Project

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**BOARD ACTION REQUESTED:**

Award the 2024 Bass Lake Park Public Facility Improvement Project construction contract to the lowest responsible bidder, Gilbert Contracting Services, Inc. for the estimated amount of \$213,528.00 and authorize necessary signatures.

**BACKGROUND:**

The Bass Lake Park project was rebid due to having only one bidder previously. Two other contractors bid on the project. TNT Construction Group, LLC came in at \$324,800 and Urban Companies, LLC came in at \$689,000. Gilbert Contracting Services, Inc came in as the lowest bidder. Due to the urgency of the dump station project for completion this fall and possible future weather constraints, we would ask to approve this contract at the work session.

**COUNTY ATTORNEY REVIEW:** NoYes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Bid Tabulation - Bass Lake Park
2. Gilbert Service Contract\_Bass Lake Park Project FULLY EXECUTED

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

# BID TABULATION



## Itasca County - Bass Lake Park Public Facility Improvement Project

Bid Date & Time: September 24, 2024 @ 9:00 a.m. local time

| Contractor                                                                              | Base Bid                                                                                       | Bid Alternate #1                                   | Addenda Acknowledged | Total Bid                                                                                      | Responsible Contractor Statement |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------|----------------------------------|
| Urban Companies, LLC<br>3781 Labore Rd<br>St. Paul, MN 55110                            | \$699,000.00<br>(six hundred ninety nine thousand dollars and zero cents)                      | -\$10,000<br>(ten thousand dollars and zero cents) | Yes                  | \$689,000.00<br>(six hundred eighty nine thousand dollars and zero cents)                      | Yes                              |
| Gilbert Contracting Services, Inc<br>27394 E Hanson Lake Road<br>Grand Rapids, MN 55744 | \$213,582.00<br>(two hundred thirteen thousand five hundred eighty two dollars and zero cents) | No change                                          | Yes                  | \$213,582.00<br>(two hundred thirteen thousand five hundred eighty two dollars and zero cents) | Yes                              |
| TNT Construction Group, LLC<br>40 Co Rd 63<br>Grand Rapids, MN                          | \$334,800.00<br>(three hundred thirty four thousand eight hundred dollars and zero cents)      | -\$10,000<br>(ten thousand dollars and zero cents) | Yes                  | \$324,800.00<br>(three hundred twenty four thousand eight hundred dollars and zero cents)      | Yes                              |
|                                                                                         |                                                                                                |                                                    |                      |                                                                                                |                                  |
|                                                                                         |                                                                                                |                                                    |                      |                                                                                                |                                  |
|                                                                                         |                                                                                                |                                                    |                      |                                                                                                |                                  |
|                                                                                         |                                                                                                |                                                    |                      |                                                                                                |                                  |
|                                                                                         |                                                                                                |                                                    |                      |                                                                                                |                                  |

# County of Itasca, Minnesota

## Service Contract

### A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 1<sup>st</sup> day of October, 2024, by and between the County of Itasca, herein called the "County," and Gilbert Contracting Services, Inc a corporation organized and existing under the laws of the State of Minnesota, located at 27394 E Hanson Lake Rd, Grand Rapids, MN 55744, herein called the "Vendor."

### B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase Bass Lake Park and Campground Public Facility Improvement Project Construction services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

### C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from October 1<sup>st</sup>, 2024 to July 31<sup>st</sup>, 2025, 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(s): A.

### E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$ 213,528.00 for the current term.

### F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor 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 Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, n/a payments of \$ n/a each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

## **H.1 GUARANTEE**

- H.1.1 The Vendor 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 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 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

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.1.7.1 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 at all times 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 Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

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

## **K.1 UNAVOIDABLE CIRCUMSTANCES**

- K.1.1 The Vendor 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 Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

## **M.1 ASSIGNMENT**

- M.1.1 Vendor shall not enter into 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 Vendor shall be responsible for the performance of all subcontractors.

## **N.1 INDEMNIFICATION**

- N.1.1 Vendor 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 Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

## **O.1 COMPLIANCE WITH LAWS**

- O.1.1 Vendor 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 Vendor is responsible.

## **P.1 RECORDS AUDITING AND RETENTION**

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences 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 evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

#### **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 authorized representative of the County and Vendor.

#### **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 COUNTY AUTHORIZED AGENT AND PROJECT MANAGER**

T.1.1 COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Kory Cease  
Title: Itasca County Land Commissioner  
Address: 1177 LaPrarie Ave.  
Grand Rapids, MN 55744  
Phone: 218-327-2855  
Fax: 218-327-4160  
Email: [kory.cease@co.itasca.mn.us](mailto:kory.cease@co.itasca.mn.us)

T.1.2 COUNTY'S Authorized Agent will have final authority to accept or reject VENDOR'S services, goods, and/or change orders. If such services, goods, and/or change orders are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by VENDOR.

T.1.3. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name: Sara Thompson  
Title: Forest Recreation Specialist  
Address: 1177 LaPrairie Ave.  
Grand Rapids, MN 55744  
Phone: 218-327-7393  
Cell: 218-398-5471  
Fax: 218-327-4160  
Email: [sara.thompson@co.itasca.mn.us](mailto:sara.thompson@co.itasca.mn.us)

T.1.4. COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of VENDOR'S goods or services and make recommendations to the COUNTY'S Authorized Agent for certifications for payment of each invoice submitted by VENDOR.

## U.1 FINAL AGREEMENT

U.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.

## V.1 EXECUTION

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

Dated this 1<sup>st</sup> day of October, 2024.

GILBERT CONTRACTING SERVICES, INC.

By: Shannon Gilbert  
Title: owner

COUNTY OF ITASCA, MINNESOTA

By: [Signature]  
Title: Itasca County Board Chair

APPROVED AS TO FORM AND EXECUTION:

By: [Signature]  
Title: Itasca County Attorney

## **BASS LAKE PARK & CAMPGROUND PUBLIC FACILITY IMPROVEMENT PROJECT SPECIAL CONDITIONS**

### **PROJECT DESCRIPTION**

Under directive by the Minnesota Department of Health (MDH), a sanitary dump station is required to be built at Bass Lake Park and Campground in 2024. The County must have a full installation of a dump station with pressurized non-potable (washdown) and potable water supplied at the site. The contractor is responsible for the full installation and construction of the dump station that must be completed by November 30th, 2024. Completion of this facility takes priority of the project.

Additionally, the Park System will be decommissioning an out-of-date single unit culvert privy located on the east end of the campground. It will be replaced with a fully upgraded ADA accessible dual-use pre-cast vault toilet system. The contractor is responsible for crane rental and site preparation for the installation of the pre-cast vault toilet system provided by HuffCutt Concrete.

Finally, a picnic shelter will be constructed in the north picnic area. The contractor will be responsible for pouring concrete footings and slab for a 20' x 20' shelter (provided by Minnesota Pergolas), and an ADA accessible sidewalk path to the shelter from road.

### **STARTING & ENDING DATES**

For purposes of protecting the interests of Itasca County, starting and completion dates are specific and firm. Three days' notice must be given to the County prior to commencement and completion of work on the project.

Bidder agrees that the Dump Station project work will be substantially completed by November 30<sup>th</sup>, 2024. Bidder agrees that additional project work will be completed by July 31<sup>st</sup>, 2025. Substantial Completion shall include final grading, concrete set, sign installation, and seeding. Substantial completion shall include final grading, concrete set, sign installation, and seeding.

### **INSURANCE AND BONDS**

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.

A Bid Security in the amount of five percent (5%) of the total Bid price. The successful bidder will be required to furnish a performance bond and payment bond no later than 14 days from

notice of award. The Itasca County Board reserves the right to accept or reject any or all bids, to waive any defects or technicalities, to advertise for new bids, or to take such action it deems lawful and in the best interests of Itasca County. The bid security from the successful contractor will be held until completion of the project. Unsuccessful completion of the contract will result in forfeiture of the deposit.

## **PROJECT PROVISIONS**

Itasca County, under grant provisions, require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec. 116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec. 116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

## **MINNESOTA LABOR AND WAGE RATE REQUIREMENTS**

### **1.01 GENERAL**

- A. Contractor shall conform to the requirements herein specified.
- B. The wage rates provided are in effect on the date of these documents and shall remain in effect for the entire project regardless of the start date or duration of the Work.

### **1.02 LABOR PROVISIONS**

- A. Contractor shall have copies of these provisions on file at the job headquarters, and shall post a notice, approved by Engineer, in a conspicuous place at the site of the Work, informing employees that these provisions are available for their inspection. If a job headquarters is not provided, Contractor shall provide an individual copy to each employee on the job. A copy of the submitted notice will be provided to Owner.

### **1.03 EMPLOYMENT CLASSIFICATIONS**

- A. All employees on the Project shall be classified as being in one of the following four categories, in accordance with the definitions given:
  - 1. Executive or Administrative
    - a. Employees in this category shall be classified in accordance with the definitions for Executive and Administrative employees as adopted by the Secretary of Labor, and in effect at the time of invitations for bids.
  - 2. Skilled
    - a. Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen at the journeyman grade.
  - 3. Intermediate Grade

- a. Intermediate Grade labor shall include:
  - 1) Operators of power equipment except complex, heavy power equipment; trucks of 1 and 1/2 tons or less (manufacturer's rated capacity); tractors of less than 20 horsepower (manufacturer's rated capacity), and passenger cars; and
  - 2) Persons performing any other labor that requires considerable training and experience.
- 4. Unskilled
  - a. Unskilled labor shall include:
    - 1) Operators of trucks of 1 and 1/2 tons or less (manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars; and
    - 2) Helpers of journeyman craftsmen and all other labor that requires no special skill or experience or the exercise of discretion or judgment.

#### 1.04 LABOR INFORMATION

- A. In the selection of labor, Contractor may use the services of the Minnesota State Employment Service.

#### 1.05 MINIMUM WAGE RATES

- A. The minimum hourly rates of wages required to be paid to the various laborers and mechanics employed by Contractor shall be an amount equal to the sum of the basic hourly wage rate plus applicable fringe benefits as noted in the schedule contained in the prevailing Wages for state Funded Construction projects of the Minnesota Department of Labor and Industry. These rates have been determined by the Minnesota Department of Labor and Industry pursuant to the provisions set forth in Minnesota Statutes, Sections 177.41 through 177.44 as applicable, to be those prevailing on the same type of work on similar construction in the immediate locality.

During the periods from the time an hourly employee is required to report for duty at the site of the Work until such time that they are released or permitted to leave the site of the Work, no deduction shall be made from their time for any delays of less than 30 consecutive minutes.

In the event the Contractor or subcontractor employees apprentice workers under the occupational training program of the State of Minnesota, Department of Education, or under the Division of Voluntary Apprenticeship of the State of Minnesota, Department of Labor and Industry, or under the Veterans Training Program of the United States Veterans Administration, they may pay wages to such apprentice workers at hourly rates approved by the appropriate agency regardless of the hourly rates specified in the schedule of wage rates to be paid to any

classification of labor.

A Contractor or subcontractor may discharge their minimum hourly rate obligation as defined above by

- (a) making cash payments to the employee plus payments to an employees' fringe benefit program, funded or unfunded, that is established by collective bargaining agreements, the sum of which is equal to the minimum hourly rate; or
- (b) making payments in cash to the employee in the amount equal to the minimum hourly rate.

While the rates shown are at the minimum hourly rates required for the life of this Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract Price shall be allowed or authorized on account of payment or rates in excess of those listed herein.

All cash payments due to mechanics and laborers employed or working upon the site of the Work shall be paid unconditionally and not less often than once a week, and without subsequent deductions or rebate on any account regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics.

The schedule shall be kept posted by the Contractor at the site of the Work in a conspicuous place where it can be easily seen by the workers.

If an employee has a question in regard to the minimum wage rate paid, they should communicate directly with their employer. If the issue remains unresolved, the employee should be informed that they may take their question to the Owner for solution.

Owner may withhold or cause to be withheld from the Contractor a portion of the amounts due to the Contractor as may be considered necessary to ensure payment to laborers and mechanics employed by the Contractor or any subcontractor on the Work the full amount of the minimum hourly rates required by the Contract.

#### 1.06 PREVAILING HOURS OF LABOR

- A. The Prevailing Wages for State Funded Construction Contracts issued by the Minnesota Department of Labor and Industry, which are available from the Department of Labor and Industry, set forth the Prevailing Hours of Labor as 8 hours per day or 40 hours per week. In accordance with Minnesota Statutes Sections 177.41 through 177.44 as applicable, Subdivision 1, employees may not be permitted or required to work longer than the prevailing Hours of Labor unless the employee is

paid for all hours in excess of the prevailing hours at a rate of at least 1 and 1/2 times their hourly basic rate of pay; nor shall they be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

#### 1.07 REQUIRED CONTRACT PROVISIONS

A. These Contract provisions shall apply to all Work performed on the Contract by the Contractor with their own organization and with the assistance of workmen under their immediate superintendence and to all Work performed on the Contract by piecework, station work, or by subcontract.

Contractor shall insert in each of their subcontracts all stipulations contained in these Required Contract Provisions and also a clause requiring their subcontractors to include these Required Contract Provisions in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontract that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.

A breach of any of the stipulations contained in these Required Contract provisions shall be grounds for termination of the Contract.

#### 1.08 STATEMENTS AND PAYROLLS

##### A. Payrolls and Payroll Records

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers, mechanics, apprentices, trainees, watchmen, and guards working at the site of the Work. Such records shall contain name, social security number, and address of each such employee, their correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever it is found by the Department of Labor, upon written request of the Contractor, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. While performing work on the Contract, the Contractor shall furnish under oath signed by an owner or officer of the organization, to the contracting authority and the project owner every two weeks, a certified payroll report with respect to the wages and benefits paid each employee during the preceding weeks specifying for each employee the following:
  - a. Full name.

- b. Individual identification number (e.g., Last four digits of social security number, full social security numbers and addresses shall not be submitted with certified payroll reports).
  - c. Prevailing wage master job classification.
  - d. Hours worked each day.
  - e. Total hours.
  - f. Rate of pay.
  - g. Gross amount earned.
  - h. Each deduction for taxes.
  - i. Total deductions.
  - j. Net pay for the week.
  - k. Dollars contributed per hour for each benefit (including name and address of administrator).
  - l. Benefit account number.
  - m. Telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.
  - n. Contractor shall submit a statement indicating that the wage rates contained therein are not less than those determined by the Department of Labor and Industry, and that the classification set forth for each laborer or mechanic conform with the work they performed, i.e., Form MnDOT 21658A.
3. Contractor shall make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of the Owner and the Department of Labor and Industry and shall permit such representatives to interview employees during working hours on the job.
  4. The wages of labor shall be paid in legal tender of the United States, except that this will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, Contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.
  5. No fee of any kind shall be asked or accepted by the Contractor or any of their agents from any person as a condition of employment on the Project.
  6. No laborers shall be charged for any tools in performing their respective duties except for reasonable avoidable loss or damage thereto.
  7. Every employee on the Work covered by this Contract shall be permitted to lodge, board, and trade where and with whom they elect, and neither Contractor nor their agents, nor their employees shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board, or trade at a particular place or with a particular person.
  8. No charge shall be made for any transportation furnished by the Contractor, or their agents, to any person employed on the Work.
  9. No individual shall be employed as a laborer or mechanic on this Contract except on a wage basis, but this shall not be construed to prohibit the rental

of teams, trucks, or other equipment from an individual.

10. It shall be Contractor's responsibility to determine the proper wage rates to be paid for each class of Work on this Contract.

#### 1.09 PAYROLL CERTIFICATION

- A. With the initial Application for Payment, submit statement from each contractor that prevailing wages were paid to personnel working on the Project.
- B. Copies of weekly payroll statements may be required by Owner.
- C. Contractor shall submit certification that they have complied with this section of the specifications before final payment will be made.

## **GENERAL SPECIFICATIONS AND PROJECT CONDITIONS**

This project does not exceed 1 acre in size and does not require an MPCA Construction Stormwater Permit; however, the contractor is responsible for all erosion and sediment control measures for the project. All control measures will be installed and secured prior to construction. These measures shall remain in place until final stabilization has been established.

### **DUMP STATION ROAD CONSTRUCTION**

#### **Clearing and Grubbing Operations**

Dump Station Road corridor was trees and shrubs were mulched in Spring 2024. Work to be completed by Contractor includes: Cut off, remove, and dispose of any regrowth of trees or shrubs in the area identified as a clearing operation on the Plans provided by the County Transportation Department. Completely remove stumps and fill depressions resulting from the grubbing operations with suitable material in accordance with 2106.2B.7, "Topsoil," and compact the material, except in those areas to be excavated as part of the Work. Itasca County will provide a site for disposal of organic fill from dump station project that is in excess to that which can be backhauled to the Tower Pit when getting gravel.

#### **Road Construction**

Existing topsoil will have to be removed based on a 6" thick estimate to build the road. Select sand or Class 5 will be used and compacted to build the road up to subgrade. The aggregate surface will be a compacted 6" thickness layer of Class 5. Stabilized aggregate surfacing 3' out from curb island edge around the island for ADA access (see MSA plans). 150 yds of Class 5 material are available at the Tower Pit.

Final Stabilization will be achieved by evenly spreading organic topsoil over road in slopes and out slopes. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions. A mixture of perennial grasses and clovers will be spread along the new road segment and mulched or blanketed to prevent seed from washing. The site will be monitored following significant rainfalls to assess stabilization.

### **DUMP STATION – CURB ISLAND, TANK INSTALLATION, ELECTRICAL, AND WELL HOUSE**

Project plans and specifications are provided by MSA Professional Services, Inc. Current plan specifications and quantities are being reviewed by the Minnesota Department of Labor and Industry (DLI) and are subject to amendments/change orders once final approval has been completed. A copy of the approved plans and this report must be retained at the project location.

The Minnesota Department of Labor and Industry (DLI) will be inspecting the plumbing and

electrical for this project, including utility installations. Please contact Brad Jensen at 218-290-1591 for all plumbing inspections. No plumbing work may be covered prior to inspection. The installer must verify that the required inspection fee has been submitted before scheduling. A separate permit may be required for interior plumbing and site utilities. For additional information, visit website at: <http://www.dli.mn.gov/business/plumbing-contractors/plumbing-inspections>.

## **PRECAST CONCRETE VAULT TOILET BUILDING SITE PREPARATION**

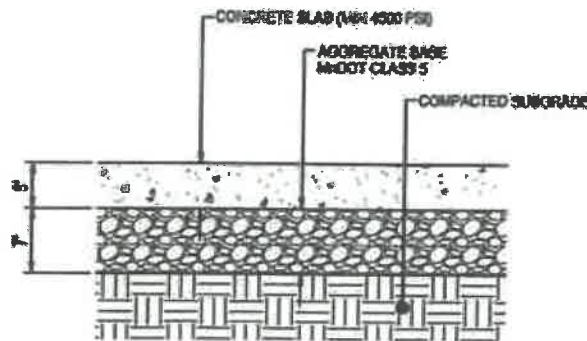
Building manufacturer shall construct, assemble, and paint at their plant so that it may be transported to the jobsite as a finished module and placed using a crane.

Contractor shall provide crane rental and adequate access and a level pad for the crane and semis to sit side by side under their own power. The working radius shall be 35' from center pin on crane.

Contractor shall remove all woody debris, level existing surface, and provide all excavation, sand for backfilling, and finish grading for vault toilet building. The excavated hole for vault will be a 14.5' x 12'. In addition, the contractor shall provide suitable 6" compacted sand for the vault base.

## **PAVILION FOOTING, SLAB, AND PATH**

The contractor shall pour a 20' wide by 20' long by 5" thick concrete slab with bell footings for the new pavilion. There will be 7" of Class 5 as an aggregate base above the compacted subgrade. The west side of the pavilion will be at grade and the east side will need fill sand and topsoil to be brought up to grade. The bell footings shall be 18" wide by 60" deep with a 24" base. Anchors of 10" posts will be installed by the pavilion company. The concrete slab shall have ½" rebar spaced 12" on centers going both east and west as well as north and south. All rebar shall be secured with wire ties at the intersections and at the rebar overlaps. Concrete slab will have expansion joint around footings. Footings need 3 weeks of cure time before installation of pavilion.



New Pavilion: Shall be provided and constructed by Minnesota Pergolas. Contractor shall work with company building the pavilion.

New ADA Accessible path to slab:

The path will be a 5" thick by 4' wide by 48' long concrete sidewalk. Sidewalk surface shall have a smooth finished surface with expansion joints every 5 feet. Sidewalks shall be centered on the gable end of the pavilion.

## **COUNTY'S RIGHTS**

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Contractor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract.

County shall have the right to order changes in the work at any time. Contractor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, Contractor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind damage.

The County will stop work on sites if site and soil conditions develop as to cause excessive site damage as determined by the inspector.

## **COUNTY RESPONSIBILITIES**

- Provide access to the site for equipment and personnel.
- Provide contacts for utility work.
- Delineate the location of project areas and areas not to be disturbed (e.g., with flags, stakes, signs, etc.) on the project site before work begins.
- Copies of all permits required.
- Establish construction boundaries with flagging or paint.
- Make on-site inspections on a regular basis or at the request of the contractor.
- Inspect the sites to determine compliance with specifications and to determine any adjustments prior to payment being made.

## **CONTRACTOR RESPONSIBILITIES**

- Work conditions may be occurring during active campground season. Work may be conducted from 7:00 AM to 7:00 p.m.

- Contractor will accept responsibility in regard to protecting the site and adjacent property from damage as a result of the construction project.
- Contractor shall give the County a three-day notice before moving any equipment or personnel on the site to begin and to end work.
- Site may not be left in an unsafe manner overnight, this includes where excavations are not backfilled before the end of the workday, the Contractor will be required to encircle the open area with a proper barrier such as standard snow fence, or equal type fencing, for public safety purposes.
- All backfill will be properly compacted to ensure proper settling of the fill materials. Contractor may be called back to the site at their own expense if excessive settling occurs after contract has been completed.
- Contractor will provide and install erosion control devices as needed to protect exposed soil during construction.
- Contractor will provide final grading suitable for mowing and free of walking hazards. This includes but is not limited to a site free of holes, exposed tree roots, steep grade changes, and all exposed soil.
- Contractor will make provisions to complete work so that final inspections and utility inspections can be completed by the County or State inspectors as required.
- Contractor shall diligently prosecute the work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in these specifications.
- Contractor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean.
- Contractors shall at all times coordinate its work and cooperate with the County.
- Contractor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Contractor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractor shall

promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.

## **INSPECTION AND PENALTIES**

- The Contractor shall contact the County a minimum of three days before moving off site. If the contractor moves off site before a final inspection is completed, they may be required to come back to the site for additional work at their own expense and contract payment(s) will be held until requested work is completed.
- The Contractor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their bid and another bid required to complete the work. Associated fees required to re-bid the work will be included with the liquidated damages.
- The contractor shall appoint a representative who shall be available to meet with the inspector(s) to discuss work progress.
- The contract work shall be completed by the specified dates indicated. A sum of \$100.00 will be deducted for each day beyond the deadline that work is not completed at the discretion of the County.
- A sum of \$300.00 will be deducted from the bid price for each survey pipe or bearing tree disturbed by the contractor, and the actual cost to re-establish the damaged pipe or tree will be deducted from the payment to the contractor.
- A sum of \$100.00 will be deducted from the quote price for each instance where used engine or hydraulic oil is deposited on the site or roads. Used oil must be deposited at collection centers and not dumped on the site.
- A sum of \$100.00 will be deducted from the quote price for each instance of littering by the contractor on the site. Packaging, empty containers, oil cans, filters or other refuse shall be left on the sites.
- The contractor will be liable for all other unauthorized damages done (e.g. damaged trees, roads, gates, etc).

## **EXISTING UTILITIES**

- Call 811 before any work commences.
- Coordinate work with utility companies; notify before starting work and comply with

their requirements; obtain required permits.

- Contractor shall provide the County with proof of an underground utility locate before moving any equipment on site. This will be in the form of a locate number
- Protect existing utilities that remain from damage.
- Do not disrupt public utilities without permit from authority having jurisdiction.

## **LICENSES**

Contractor shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

## **DELIVERABLES BY CONTRACTOR:**

- Proof of insurance meeting or exceeding County requirements, naming the County as additionally insured.
- Gopher One Call ticket number.

## **TERMS OF PAYMENT:**

Payment will be made upon completing all project phases described in this contract. Partial payment will be made only in special circumstances deemed appropriate by the Itasca County Land Department.

Payment cutoff dates are monthly and will be given to the contractor upon request. Billings submitted by the contractor must be received by the County ten (10) days before the cutoff date to allow sufficient time for inspection of the sites by the County.

## **CONTRACTOR PERSONNEL:**

CONTRACTOR'S key personnel, will include:

Name: Gilbert Contracting Services, Inc.  
Address: 27394 E Hanson Lake Rd, Grand Rapids, MN 55744  
Office:  
Cell: 218-244-8777, 218-244-3188  
Email: gilbertcontractingservice@gmail.com

## **COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER**

COUNTY'S AUTHORIZED AGENT, or his/her successor, will be:

Name: Kory Cease  
Title: Itasca County Land Commissioner  
Address: 1177 LaPrarie Ave, Grand Rapids, MN 55744  
Phone: 218-327-2855  
Fax: 218-327-4160  
Email: kory.cease@co.itasca.mn.us

Agent has the authority to update and adjust all project schedules, and make and authorize change orders when necessary.

COUNTY'S Authorized Agent will have final authority to accept or reject CONTRACTOR'S services and/or goods. If such services and/or goods are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by CONTRACTOR.

COUNTY'S PROJECT MANAGER, or his/her successor, for this contract will be:

Name: Sara Thompson  
Title: Forest Recreation Specialist  
Address: 1177 LaPrarie Ave, Grand Rapids, MN 55744  
Office: 218-327-7393  
Cell: 218-398-5471  
Fax: 218-327-4160  
Email: sara.thompson@co.itasca.mn.us

COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONTRACTOR'S goods or services and make recommendations to the COUNTY'S Authorized Agent for certifications for payment of each invoice submitted by CONTRACTOR.



**ADDENDUM 1**  
**September 9, 2024**  
**Bass Lake Park and Campground**  
**Public Facility Improvement Project**  
**Effie, Minnesota**

From: Itasca County Land Department  
1177 LaPrairie Avenue  
Grand Rapids, MN 55744

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over and become part of the original bidding documents dated August 2<sup>nd</sup>, 2024, for this work.

Addendum to the Project Plans and Special Conditions

- a. Special Conditions Page 8
  - i. Itasca County will provide a site within Bass Lake Park for disposal of organic fill from dump station project that is in excess to that which can be backhauled to the Tower Pit when getting gravel.
  - ii. Itasca County requested an additional 150 yds of Class 5 material at Tower Pit with the existing 150 yds available.
- b. Special Conditions Page 8 Alternate and Plan sheet C -100 & 104:
  - i. Alternate material in place of stabilized aggregate (decomposed granite) for ADA compliance – crusher fines are available at Scenic Buck Lake Pit.
  - ii. Paybox provided by Itasca County Land Department
- c. Plan Sheet C – 102
  - i. Signage Detail: Itasca County Land Department will provide dump station signs.

NOTE: ADDITIONAL ADDENDUMS/CHANGE ORDERS MAY OCCUR UPON FINAL APPROVAL FROM MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY.

**END OF ADDENDUM 01**

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**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-392**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson, Spring Higley, Kory Cease

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**AGENDA ITEM:**

IRRR Culture and Tourism Grant Application

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**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Bass Lake Park and Campground Public Facility Improvement Project IRRR Culture & Tourism Grant Application and authorize necessary signatures.

**BACKGROUND:**

Additional funding is needed to fully complete the Bass Lake Park and Campground project. This application is due October 1st. A resolution is needed to be attached to the grant application. We request to have this approved at the work session.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

**RESOLUTION 2024-40**

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**RE: BASS LAKE PARK AND CAMPGROUND CULTURE & TOURISM GRANT APPLICATION**

**WHEREAS**, Itasca County recognizes the importance of Bass Lake Park and Campground to the local economy and supports the grant application made to Iron Range Resources and Rehabilitation (IRRR) for the Culture & Tourism grant, and

**WHEREAS**, Itasca County is seeking additional funding to provide new and updated public facility improvements within Bass Lake Park and Campground, and

**WHEREAS**, the Culture & Tourism grant is available to assist projects that support arts, culture, history, tourism and recreational activities, and enhance the quality of life in the region and attract visitors, and

**WHEREAS**, Itasca County recognizes the match requirements for the IRRR Culture & Tourism grant, and has secured matching funds for the project, and

**NOW THEREFORE BE IT RESOLVED**, if Itasca County is awarded a grant by the IRRR, Itasca County agrees to accept the grant award, and may enter into an agreement with the IRRR for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

**BE IT FURTHER RESOLVED**, that the Itasca County Auditor/Treasurer, located at 123 NE 4th Street, Grand Rapids, MN 55744 be named as the fiscal agent for this grant.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Commissioner Casey Venema                            |
| <b>SECONDER:</b> | Commissioner Terry Snyder                            |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>VACANT:</b>   | District #4                                          |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 1st day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 1st day of October A.D. 2024.

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Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, October 1, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-395**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Kory Cease

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**AGENDA ITEM:**

Storage Lease Agreement with ICAA

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**BOARD ACTION REQUESTED:**

Approve 2024 Storage Lease Agreement with the Itasca County Agricultural Association and authorize the necessary signatures.

**BACKGROUND:**

The Fairgrounds Park Committee has reviewed storage rates and has recommended that the available fairgrounds buildings be leased for storage by the Itasca County Agricultural Association (ICAA). This would include boats, RVs, etc. and would be coordinated and implemented by ICAA. The proceeds from storage will be deposited into the ICAA Fairgrounds Park Maintenance Account and the security deposit will be held by Itasca County.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. 2024 Storage Lease Agreement - ICAA

10/01/2024

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR REGULAR</b> | <b>NEXT: 10/08/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

## County of Itasca, Minnesota Storage Lease Agreement

This Agreement is made effective this 8th day of October, 2024 by and between **Itasca County** ("Lessor"); and **Itasca County Agricultural Association** ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

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

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

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

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.
4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Exhibit A**. This Lease Agreement is also subject to such terms as are set forth in **Exhibit B** for Insurance and Indemnification requirements.

5. **Term.** The term of this Agreement shall commence on the date set forth on **October 8<sup>th</sup>, 2024** and shall end at 12:00 a.m. on **May 15<sup>th</sup>, 2025**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. **Lease Agreement-Fee.** In lieu of a lease fee, the lessee shall deposit all rental proceeds into the ICAA Fairgrounds Park Maintenance Account for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of five hundred dollars (\$500.00) as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

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

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

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

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

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

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

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

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

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

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

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

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit

shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

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

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

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

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

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

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

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

**15. Right to Control.** It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the Premises and for the Lessor employees or other authorized representatives to

enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

**16. Recovery of Expenses.** If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

**17. Severability.** If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

**18. Governing Law.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**19. Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

**20. Notification.** Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

**Lessor**

Itasca County Land Commissioner  
Itasca County Land Department  
1177 LaPrairie Avenue  
Grand Rapids, Minnesota 55744

Itasca County Auditor/ Treasurer  
Itasca County Courthouse  
123 NE 4<sup>th</sup> Street  
Grand Rapids, Minnesota 55744

**Lessee**

Itasca County Agricultural Association  
1336 Fairgrounds Road  
Grand Rapids, MN 55744

**21. Compliance with Laws.** Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

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

**23. Waiver.** Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

**24. Assignment.** Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

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

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

**EXECUTION**

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this **8<sup>th</sup>** day of **October 2024**.

**Lessee: Itasca County Agricultural Association**

**Lessor: County of Itasca**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Chair of the Board of Commissioners

**Exhibit A**  
**Special Conditions Supplement**  
**Storage Lease Agreement**

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **Itasca County Agricultural Association** hereinafter referred to as “Lessee”, which was made effective on the **8<sup>th</sup> day of October, 2024**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement with the following activities below:

Vehicle, boat and equipment storage using identified buildings of the Fairgrounds Park as indicated in the Lease Agreement and/or below:

**Beef Barn, Cattle Barn, Horse Barn, Poultry and Multi-purpose Buildings**

---

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. All storage payments will be deposited in the ICAA Fairgrounds Park Maintenance Account.
2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.
4. Lessor, or his agents or employees, reserves the right to go upon the premises whenever Lessor deems it necessary to preserve person or property, for safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility.
5. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure said premises from theft or damage to the stored property, but it shall be the responsibility of the Lessee or his invitees to insure, at his own expenses, the property stored on the premises against said losses.
6. Lessee agrees to exercise due care in the occupation, possession, and use of the above stated storage and to vacate the same in good condition, wear and tear occasioned by normal use expected.
7. Lessee agrees to disconnect or remove all batteries from personal property stored on the premises.

8. A modification to the Indemnification and Insurance Policy by the County Board dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file.

**Emergency contact information:**

Name: Lori Huber, President

Address: 1336 Fairgrounds Road  
Grand Rapids, MN 55744

Phone: 218 326-6470 Office Direct

Phone: 1 218 259-3152 Mobile

Email: [jcfair1336@gmail.com](mailto:jcfair1336@gmail.com)

## Exhibit B

### Storage Lease Agreement Indemnification and Insurance

- A. LESSEE agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LESSEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. A modification to the Indemnification and Insurance Policy by the County Board dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file. Considering the above modifications, LESSEE agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

|                                            | <u>Limits</u> |
|--------------------------------------------|---------------|
| General Aggregate                          | \$3,000,000   |
| Products-Completed                         |               |
| Operations Aggregate                       | \$3,000,000   |
| Personal and Advertising Injury            | \$1,500,000   |
| Each Occurrence:                           |               |
| Combined Bodily Injury and Property Damage | \$1,500,000   |
  - b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles

|  | <u>Limits</u> |
|--|---------------|
|  | \$1,500,000   |
  - c. Workers' Compensation and Employer's Liability:

|                                                                                               | <u>Statutory Limits</u> |
|-----------------------------------------------------------------------------------------------|-------------------------|
| If the LESSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws. |                         |
  - d. Employer's Liability

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

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
  2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. LESSEE also agrees that any contract let by LESSEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the LESSEE to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (2) require the LESSEE to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:  
Combined Bodily Injury and Property Damage:  
Each Occurrence Limit \$1,500,000

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

- D. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.
- C. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- D. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.