



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 7, 2025

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT: APPROVED (3 TO 0)
MOVER: None John Johnson
SECONDER: None Larry Hopkins
AYES: John Johnson, Larry Hopkins, Casey Venema
ABSENT: Cory Smith, Terry Snyder

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

RESULT: APPROVED (3 TO 0)
MOVER: Commissioner John Johnson
SECONDER: Commissioner Larry Hopkins
AYES: John Johnson, Larry Hopkins, Casey Venema
ABSENT: Cory Smith, Terry Snyder

1.

V. CONSENT AGENDA

Motion To: Approve the consent agenda as presented.

RESULT: APPROVED (3 TO 0)
MOVER: Commissioner Larry Hopkins
SECONDER: Commissioner John Johnson
AYES: John Johnson, Larry Hopkins, Casey Venema
ABSENT: Cory Smith, Terry Snyder

1. Accept the resignation of Sherrie Porth from the Parks and Recreation, effective August 21, 2025.
2. Accept the resignation of Brian Carlson from the Parks and Recreation, effective May 17, 2025.
3. Approve Johnson Controls software automation service contract 1-1Q177PGA and authorize necessary signatures.
4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Hidden Pines Mental Health LLC.
5. Accept the Minutes of the September 11, 2025 HHS Advisory Committee Meeting.
6. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Healing Waters Counseling and Psychological Services, PLLC.
7. Accept the 2025-2026 Toward Zero Death (TZD) Safe Roads Grant Award for the period of October 1, 2025 through September 30, 2026, in the amount of \$11,480.80, and adopt the Resolution Re: Authorization for execution of Agreement, which authorizes the necessary signatures to said grant.
8. Approve final payment for Contract CP 2025-03, a bridge bearing replacement project on CSAH 91, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
9. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Harris Township.
10. Approve the professional services contract renewal between Itasca County and Aune Fernandez Landscape Architects for the professional design, bidding, and construction management services for the Nashwauk Multi-use Trailhead for the period of October 7th, 2025 through December 31st, 2026.
11. Approve the 2025 Storage Lease Agreement between Itasca County and the Itasca County Agricultural Association, and authorize necessary signatures.
12. Approve the lease agreement between the Itasca County Agricultural Association and Itasca County for the 2025 Lights in the Pines event at the Itasca County Fairgrounds, and authorize the necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

David Holmbeck provided input on historical issues on the DNR.

Therese Larson provided input on protecting our young people in Itasca County and the County Attorney.

John Casper provided input on the Attorneys Office handling of cases and the County Attorney.

Jake Langeslag provided input on the County Attorney, the Attorneys Office handling of cases, and a hearing Re: Rule 20.

Jake Fauchald provided input on assuring the Citizens of Itasca County that the County Attorney position is not politically motivated and what is required of the position.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 8, 2025, in the amount of \$1,974,308.90

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

3. Contract Addendum for MSW Hauling Services

Motion To: Approve Contract Addendum for MSW Hauling Services with American Disposal, Inc., and approved \$100,000 grant from Environmental Trust Fund for MSW Compacting Project.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

4. Comprehensive Trail Study Project Update.

Forest Recreation Specialist Sara Thompson provided an update on Comprehensive Trail Study Project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. National Hunger and Homelessness Awareness Month

Motion To: Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2025 as National Hunger and Homelessness Awareness Month and November 17-23, 2025, as National Hunger and Homelessness Awareness Week in Itasca County.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

6. MN Power Presentation - ISA Transmission Project

Project Manager Drew Janke provided an update on the ISA Transmission Project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a meeting at Grand Village, Spang Township and Splithand Township.

Commissioner Johnson reported on attending a Probation Advisory meeting, Community Conversation Re: Healthcare, and a groundbreaking ceremony in Ball Club MN for a new Community and Healthcare Center.

Commissioner Venema reported on attending the groundbreaking ceremony in Ball Club MN and signing a memorandum of understanding with Leech Lake Band of Ojibwe.

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:34 PM.

ATTEST



Casey Venema
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 7, 2025

RESOLUTION 2025-38

RE: AUTHORIZATION FOR EXECUTION OF AGREEMENT

BE IT RESOLVED that Itasca County enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1, 2025 through September 30, 2026.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board Chair and the Health and Human Services Director are hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Itasca County Board of Commissioners and that the Itasca County Auditor-Treasurer be the fiscal agent and administer the grant.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on October 7, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

RESOLUTION

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, the Wendigo Park Road improvement project includes upgrades to Wendigo Park Road from CSAH 3 to the intersection of Sunny Beach Road, and;

WHEREAS, Wendigo Park Road serves as a paved thoroughfare, providing a route of regional significance that connection between two County State Aid Highways (CSAH 3 and CSAH 64), and;

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non-state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Harris Township has requested that Itasca County sponsor its application for the rehabilitation of a portion of Wendigo Park Road from CSAH 3 to Sunny Beach Road; and

WHEREAS, Harris Township understands that it will be responsible for all costs not covered by LRIP funding, including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, that the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Harris Township for LRIP funding for the rehabilitation of Wendigo Park Road.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on October 7, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

RESOLUTION 2025-40

RE: NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH IN ITASCA COUNTY

WHEREAS, the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness is the sponsor of and have set November 2025 as National Hunger and Homelessness Month and November 16-22, 2025, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless, and the shortage of affordable housing in Itasca County for low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless they include:

Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Itasca County HRA, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace, Second Harvest Food Shelf and other Itasca Housing Resource Team committee members; and

WHEREAS, the Itasca County Board of Commissioners recognizes that hunger and homelessness is a serious problem for many individuals and families in Itasca County; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and [mental](#) health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE BE IT RESOLVED the Itasca County Board of Commissioners hereby proclaims the month of November 2025 as Itasca County Hunger and Homelessness Awareness Month and November 16-22 as Itasca County Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED the Itasca County Board of Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on October 7, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 23, 2025

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Update Item #6.5 (2025 Proposed Levy changed to 2026 Proposed Levy), add information to Item #6.9 (MOU between Leech Lake Band of Ojibwe and Itasca County) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 16, 2025, County Board Regular Session.

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

1. Approve the minutes of the Tuesday, September 16, 2025 Itasca County Minutes.

V. CONSENT AGENDA

Motion To: Add Item #5.3 (State Agreement-GP-A3101-104-1061260) and approve the Consent agenda, as amended.

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

1. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Feeley Township.
2. Approve the Purchase of Service Agreement between Itasca County and Plum Catalyst, LLC for \$155,000 for the project management, coordination, and data gathering for the Itasca County Comprehensive Trail Study for the period of September 23rd, 2025 through December 31st, 2027.
3. Approve 50/50 shared payment with the City of Grand Rapids for the amount of \$3918.00 (Itasca County share).

VI. REGULAR AGENDA

1. Citizen Input
Dave Holmbeck provided input on suggested DNR fraud.

Conley Janssen provided input on the 4H/Extension program and commended Courtney Johnson for a job well done.

An unnamed citizen provided input to the Board.

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

Welcome to Tia Pace, who started as an Eligibility Specialist in the Health and Human Services Department, effective Sept 15, 2025.

Congratulations to Myranda Erickson, who is transferring from Data/Project Coordinator to Public Health Administrative Specialist within the HHS Department which was effective September 14, 2025.

Farewell to Michael Hagley, whose last day as Assistant County Attorney-Senior was September 15, 2025, after 10 months of service.

Farewell to Tara Graeber, whose last day as Case Aide was September 19, 2025, after 20 years of service.

3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of September 24, 2025, in the amount of \$604,883.30.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services Warrants for September 2025, in the amount of \$992,313.40.

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

5. 2026 Proposed Levy

Motion To: Adopt the proposed tax levy for 2026 as \$47,858,021, a 9.87% increase over 2025; 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 2, 2025 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
NAYS:	Terry Snyder, Larry Hopkins

6. County Based Purchasing (IMCare) Division Update/Presentation

IMCare RN QI/UM Director, Danielle Larson provided an update on a Quality Improvement method Re: Dental Care.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. 4-H Week Proclamation

Motion To: Adopt the Resolution Re: 4-H Week Proclamation proclaiming October 5-11, 2025, as 4-H Week in Itasca County, as is celebrated nationwide.

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

8. Letter of Support for MPCA Reuse Grant Application

Motion To: Approve Letter of Support for MPCA Reuse Grant Application and authorize necessary signatures

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

9. MOU between Leech Lake Band of Ojibwe and Itasca County

Motion To: Authorize signature of MOU at the appropriate time.

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

10. Second Harvest Northland Update
Shaye Moris provided an update on Second Harvest Northland.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending a 10-year Strategic Plan, Momentum Advocacy, IEDC, State of the Range, and ARDC Executive Director meetings.

Commissioner Snyder reported on attending a Transportation, Trails Task Force, Mesabi Metallica Management, IEDC meetings, and Toured Mesabi Metallica with the Intergovernmental group.

Commissioner Smith reported on attending a State of the Range meeting.

Commissioner Venema reported on attending a State of the Range and an AEOA Board meeting.

IX. COMMISSIONER COMMENTS

Commissioner Hopkins provided comment regarding ongoing construction and asked that people continue to drive slowly and be patient.

RECESS

Chair Venema recessed the meeting at 3:21 PM.

RECONVENE

Chair Venema reconvened the meeting at 3:28 PM, with all members present.

X. CLOSED SESSIONS

1. Hold a meeting which may be closed pursuant to Minn. Stat. §13D.05, subd. 3(b) based upon attorney/client privilege, Minn. Stat. §595.02 to discuss litigation issues.

Motion To: Closed Session per MN Statutes 13D.05, Subd.3(b) Re: Attorney/Client Privilege.

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

Others present: Administrator Brett Skyles, Attorney Jake Fauchald, Sheriff Joe Dasovich, Auditor/Treasurer Austin Rohling, Litigation Attorney Jessica Schwaee, and Clerk of County Board/Deputy Administrator Shelley Kebart.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Venema adjourned the meeting at 3:54 PM.

ATTEST

Casey Venema
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 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-576

DEPARTMENT: Administrative Services
PRESENTER:

TIME REQUESTED:

AGENDA ITEM:
Resignation of Appointment

BOARD ACTION REQUESTED:
Accept the resignation of Sherrie Porth from the Parks and Recreation, effective August 21, 2025.

BACKGROUND:
Resignation was given to Deputy Clerk of the County Board Shelley Kebart on September 24, 2025.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Sherrie Porth Resignation Letter

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-577

DEPARTMENT: Administrative Services
PRESENTER:

TIME REQUESTED:

AGENDA ITEM:
Resignation of Appointment

BOARD ACTION REQUESTED:
Accept the resignation of Brian Carlson from the Parks and Recreation, effective May 17, 2025.

BACKGROUND:
Resignation was given to Deputy Clerk of the County Board Shelley Kebart on September 24, 2025.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Brian Carlson Resignation Letter

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-580

DEPARTMENT: Facilities Management

TIME REQUESTED:

PRESENTER: Anthony Palkki

AGENDA ITEM:

Johnson Controls software automation service contract 1-1Q177PGA

BOARD ACTION REQUESTED:

Approve Johnson Controls software automation service contract 1-1Q177PGA and authorize necessary signatures.

BACKGROUND:

This is a five-year contract with Johnson Controls. Johnson Controls is the building automation service provider for our new jail facility. Our automation software needs to be maintained and kept up to date. This contract ensures that we are kept up to date with software and patches and to ensure security, support, and functionality.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca Co Jail Controls PSA 2025
2. \$5,925 Rebate

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

Johnson Controls planned service proposal

Prepared for ITASCA COUNTY JAIL & COURTHOUSE

Customer
ITASCA COUNTY JAIL & COURTHOUSE

Local Johnson Controls Office
4627 AIRPARK BLVD
DULUTH, MN 55811-5750

Agreement Start Date:
09/01/2025

Proposal Date
09/02/2025

Estimate No:
1-1QI77PGA



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for ITASCA COUNTY JAIL & COURTHOUSE

Dear Tony,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years starting 09/01/2025 and ending 08/31/2030.
- The agreement price for first year is \$36,585.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

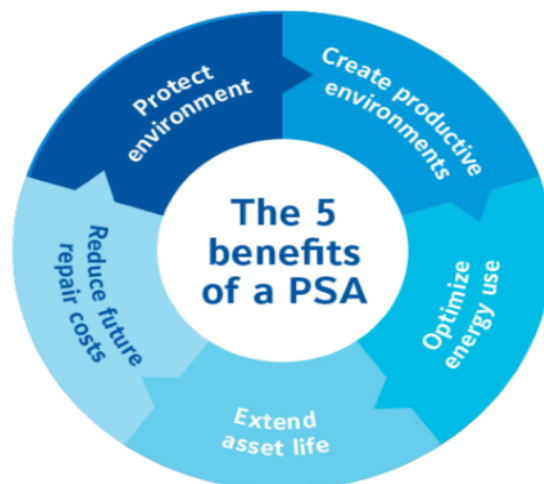
Ben LaLone
HVAC Account AE
(866) 211-3536

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify energy savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce future repair costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend asset life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure productive environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote environmental health and safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : ITASCA COUNTY JAIL & COURTHOUSE
Address: 440 NE 1ST AVE GRAND RAPIDS,MN 55744
Proposal Date: 09/02/2025
Estimate #: 1-1QI77PGA

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 09/01/2025 and will continue until 08/31/2030 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$36,585.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location: ITASCA COUNTY
 MAINTENANCE DEPT
 123 4TH ST NW
 GRAND RAPIDS,MN 55744

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
- ☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
- ☐ No: Please submit invoices via mail
- ☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:	Customer Manager:
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JCI Manager Signature:	Customer Manager Signature:
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Title:	Date:	Title:	Date:
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JCI Branch: JOHNSON CONTROLS DULUTH MN CB - 0N51
Address:4627 AIRPARK BLVD
DULUTH,MN 55811-5750
Branch Phone:(866) 211-3536

Branch Email: _____

Schedule A - Equipment List

ITASCA COUNTY JAIL & COURTHOUSE	440 NE 1ST AVE GRAND RAPIDS, MN 55744
--	--

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1 Coverage Level: Basic Year to Be Activated: Year 4 Includes software for years 4 & 5.	Services Provided 1 ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only
--	--

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, Tools

Quantity: 1 Coverage Level: Basic Year to Be Inactivated: Year 2 Includes a tool bundle for years 1-3 as part of the 3 year subscription purchased later. This is here to not "sell" the same bundle 2 times in years 2 & 3.	Services Provided 1 Tool Bundle Metasys, New
---	--

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1 Coverage Level: Basic Year to Be Inactivated: Year 2 Includes a software upgrade in year 1 along with the labor to load it. Includes Metasys tool features called Fault Detection and Fault Triage to help make Metasys more efficient for the end user and show alarms earlier than normal. These 2 items are a 1 time purchase and you will have them going forward. Includes a 3 year subscription to cover updates that occur for the next 3 years. The labor to load the software in years 2-5 is listed later.	Services Provided 1 ADS Site Dir or NON-Site Dir Software Upgrade 1 Fault Detection 1 Fault Triage 1 Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's 1 ADS Site Dir Software Subscription 3-year (up to 4 engines) - Subscription Only
---	--

Essential Tier	
Product: Controls, Building Automation System, Server, ADS	
Quantity: 1	Services Provided
Coverage Level: Basic	
Anticipated Connected Date: 09/01/2025	
	1 Connected Controls Technology and Support Fee
	2 Operational (Connected - Remote)
	1 Operational (Connected)
	1 PVT Autoscan Installation & Yearly Update
	2 Site Analysis Review

Includes a Metasys expert to remotely look at your system 2 times per year as part of the onsite visits from a controls tech. These visits are designed to make the onsite visits more efficient and valuable for the customer. The PVT scan is a tool scan to give a snapshot of the overall health, counts, styles, versions etc of all the hardware and software you have that is Metasys related.

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS	
Quantity: 1	Services Provided
Coverage Level: Basic	
Year to Be Activated: Year 2	1 Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's
This is the labor to load the software subscription in years 2-5.	

Product: Block Hours - Controls	
Quantity: 1	Services Provided
Coverage Level: Basic	
Year to Be Activated: Year 3	2 Preventive Maintenance
Includes 2 days of owner directed work per year for years 3-5.	

Product: Block Hours - Controls	
Quantity: 1	Services Provided
Coverage Level: Basic	
Year to Be Inactivated: Year 3	4 Preventive Maintenance
Includes 4 days of owner directed work per year for years 1-2.	

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, Tools	
Quantity: 1	Services Provided 1 Tool Bundle Metasys, New
Coverage Level: Basic	
Year to Be Activated: Year 4	
Includes the tool bundle for all your programming and remote assistance needs for your system in years 4 & 5.	

Overall this is what you get.

A software upgrade and we keep your software current for 5 year.

Includes other software tool features for all 5 years or indefinitely.

Includes 2 remote visits per year from a Metasys expert.

Includes a total of 6 site visits per year for years 1-2 for all tasks indicated above.

Includes a total of 4 site visits per year for years 3-5 for all tasks indicated above.

Equipment tasking

Block Hours - Controls

Preventive Maintenance Check with appropriate customer representative for operational deficiencies
Perform scheduled block hour tasks
Complete any required maintenance checklists, report observations to appropriate customer representative

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

ADS Site Dir Software All work must be performed in accordance with Johnson Controls safety
Subscription 1-year (up policies
to 4 engines) - Check with appropriate customer representative for operational deficiencies
Subscription Only Upgrade ADS software to latest Metasys release
Document tasks performed during visit and report any observations to appropriate customer representative

ADS Site Dir Software All work must be performed in accordance with Johnson Controls safety
Subscription 3-year (up policies
to 4 engines) - Check with appropriate customer representative for operational deficiencies
Subscription Only Upgrade ADS software to latest Metasys release
Document tasks performed during visit and report any observations to appropriate customer representative

ADS Site Dir or NON- All work must be performed in accordance with Johnson Controls safety
Site Dir Software policies
Upgrade Check with appropriate customer representative for operational deficiencies
Upgrade ADS software to latest Metasys release
Document tasks performed during visit and report any observations to

appropriate customer representative

Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADS software to latest Metasys release Upgrade NxE software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
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Controls Software, Supervisory/Server/UI, Johnson Controls, Tools

Tool Bundle Metasys, New	All work must be performed in accordance with Johnson Controls safety policies
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Controls, Building Automation System, Server, ADS

Connected Controls Technology and Support Fee	All work must be performed in accordance with Johnson Controls safety policies
Operational (Connected)	All work must be performed in accordance with Johnson Controls safety policies Create local back up of existing program and store on on-site computer and on-site media Apply the latest software updates and patches to the server
Site Analysis Review	Conduct site analysis review in preparation of on-site visit
PVT Autoscan Installation & Yearly Update	Install/Update the connected performance verification and system inventory diagnostic software
Operational (Connected - Remote)	Review and recommend the available upgrades for the Metasys system engines Review and recommend the available patches for the Metasys system engines Identify and review abnormal network engine performance Identify and review duplicate BACnet IDs on controllers Identify and review operator overrides Identify and review unbound references Identify and review variations from setpoint Identify and review offline controllers Identify and review filter issues Identify and notify customer of abnormal point communications Identify and notify customer of current overrides (e.g. out of service) and negative impacts Identify and notify customer of all current alarms and negative impacts

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year 1 2025-2026	\$36,585.00	Annually
Year 2 2026-2027	\$13,853.00	Annually
Year 3 2027-2028	\$10,874.00	Annually
Year 4 2028-2029	\$17,310.00	Annually
Year 5 2029-2030	\$17,916.00	Annually

Johnson Controls Standard Service Terms: One PSA

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services (“**Covered Equipment**”). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations (“**Laws**”), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from

installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer; or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

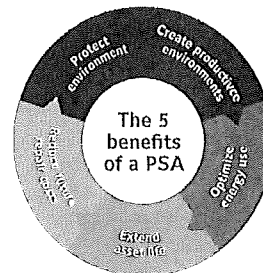
Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025

Sent out 7/31 ish

With OpenBlue tailored services from Johnson Controls, you can optimize your building controls and equipment performance, providing dependability, sustainability, and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



Crank up the savings incentive

CUSTOMER INFORMATION

Contact Name: Tony Paikki
Company: Itasca County
Title: Facility Manager
Address: 108 NE 5th St.
City: Grand Rapids State: MN Zip: 55744
Email: Anthony.Paikki@co.itasca.mn.us
Phone: 218-603-0055 Date: 7/31/25
Contact Signature: _____

EQUIPMENT INFORMATION (Only required if using Factory/In-Warranty incentives)

YORK® chiller serial number(s): _____

Metasys® NxE MAC address or AOMS order number: _____

00:10:80:00:C7:80

LOCATION

If same as above, check box ☒ If not, complete below:

Installation address: _____

City: _____ State: _____ Zip: _____

* Details:

• New Planned Service Agreement (PSA) with Johnson Controls is required. Customers are eligible to receive payment per the year one contract value as outlined in this document for connected chillers and/or connected controls contracts.

Year 1 Contract Value	Incentive Amount	Max # of Additional Factory / In Warranty Incentives
\$5,000 - \$7,499	\$750	0
\$7,500 - \$9,999	\$1,000	1
\$10,000 - \$14,999	\$1,500	1
\$15,000 - \$19,999	\$2,000	2
\$20,000 - \$24,999	\$2,500	2
\$25,000 - \$49,999	\$5,000	3
\$50,000+	\$7,500	4

(LOCAL BRANCH OFFICE USE ONLY - PLEASE PRINT)

Person submitting form (Please circle your position)

Customer Service Agent Account Executive/Representative

Sales Manager Customer Service Representative

Forward copies for incentive approval via email at:

CG-ServiceRebateProgramManager@jci.com. Then send the original completed form, write-off approval form and Planned Service Agreement contract documents to the MBC for contract booking.

(COSC Use Only)

Service Agreement Invoice #: _____ Date: _____

COSC authorization name (print): _____

COSC authorization signature: _____

- Only PSA's in the US and Canada are eligible; PSA renewals are not eligible for this incentive.
- Incentives are in local currency (either US or Canadian \$).

Crank up the savings

For more information about planned maintenance and this limited time incentive, contact your local Johnson Controls branch.

The power behind your mission





In-Warranty Incentive

A service strategy that starts you off on the right foot

Receive up to a \$1,250 incentive

on planned maintenance for your YORK chiller or Metasys building automation system

Helping you deliver comfortable, safe, and productive environments.

No two facilities have the same service needs. A tailored service plan, maximizes your return and minimizes your risk. Johnson Controls can develop a planned service program built around your exact building performance requirements and business needs, using a combination of onsite and digital service tools and support to keep your HVAC controls and equipment efficiently performing at peak level.

With our leading technology matched with the right factory technician we will ensure the highest level of service, safety and expertise – every time. Nobody matches the level of know-how Johnson Controls technicians can provide on our own YORK and Metasys equipment and systems, keeping them running efficiently, optimally and dependably for you and your occupants.

With any large investment you make, you want to protect it. Chillers and building automation systems are no different. Even though your YORK chiller or Metasys building automation system is new – manufactured and installed to the highest quality standards and protected under warranty – it still requires the right maintenance and support.

Take advantage of our OpenBlue Services by signing a planned service agreement during your warranty period and you will receive an incentive up of \$1,250 per YORK Chiller or Metasys system. Sign-on early with a multi-year agreement and take advantage of even more incentives to get you off and running on the right foot!

Your Johnson Controls representative will work closely with you to build a service strategy that works for your budget and your building, helping the people within it achieve more.

Incentives*	Purchase within first 75 days of warranty	Purchased after the first 75 days of warranty
In-Warranty Incentive	\$1,000	\$750
Year One Service Credit	\$150	\$75
Multi-year Incentive (3 or more years)	\$100	\$100
Total Potential Incentive	\$1,250	\$925

Keep your building up and running and costs down

We'll deliver a maintenance strategy to meet your operating requirements, extend your equipment life, optimize occupant comfort and keep your costs down.

You can expect:

- Technical expertise provided by highly skilled, responsive service professionals informed by advanced system data
- A fast accurate response from our network of more than 120 local service branches
- A focus on safety on and off your site
- A high level of trust through consistent service delivery and communication
- Digitally-enabled service experience utilizing data-driven insights, AI, and analytics capabilities
- A flexible service solution with options that can be tailored to meet your requirements and budget
- Risk mitigation to protect your building and equipment investments
- An emphasis on energy efficiency and sustainability from a leader in the industry

The power behind your mission



Same as other document

New OpenBlue Service Agreement \$500 Factory Incentive

CUSTOMER INFORMATION

Contact Name: _____
Company: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Email: _____
Phone: _____ Date: _____
Contact Signature: _____

EQUIPMENT INFORMATION

YORK Chiller	Serial Number (If more than 5 chillers, make copies of this form)	In-Warranty Incentive - 75 days or before (\$1000) or > 75 days (\$750)	Year One Service Credit - 75 days or before (\$150) or > 75 days (\$75)	Total Incentive
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1

2

3

4

Metasys System	MAC Address	In-Warranty Incentive - 75 days or before (\$1000) or > 75 days (\$750)	Year One Service Credit - 75 days or before (\$150) or > 75 days (\$75)	Total Incentive
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1

\$825

825

Multi-Year Agreement	Multi-Year Incentive (\$100)
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Contract term must be 3 or more years to qualify

\$100

Total Incentive

\$925

LOCATION

If same as above, check box ☒ If not, complete below:

Installation Address: _____

City: _____ State: _____ Zip: _____

(Local Branch Office Use Only - please print)

Person submitting rebate (print name)

(Please check your position)

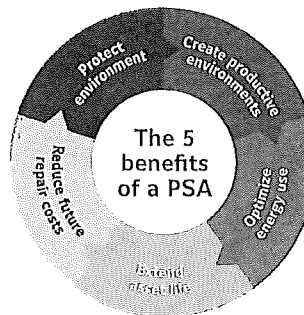
_____ Customer Service Agent _____ Sales Manager

_____ Account Executive/Representative

Forward copies to the COSC for rebate approval at:

Central Operations Support Center (COSC), 507 East Michigan Street, M-95, Milwaukee, WI 53202 or email CG-ServiceRebateProgramManager@jci.com.

Then send the original completed rebate form, rebate write-off approval form and Planned Service Agreement contract documents to the SSC/MBC for contract booking.



With OpenBlue tailored services from Johnson Controls, you can optimize your building controls and equipment performance, providing dependability, sustainability, and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

* Details:

- New Planned Service Agreement (PSA) with Johnson Controls is required.
- Only new PSAs for YORK chillers, Metasys building automation systems in North America are eligible; PSA renewals are not eligible for this incentive.
- Certain systems may qualify for limited, complimentary Year One Services in the first year of operation as noted here: <https://www.johnsoncontrols.com/yearoneservice>. Consult with your Johnson Controls representative to see if your system qualifies.
- Incentive is applied against the price of a new PSA with Johnson Controls on a YORK chiller and/or Metasys building automation system with at least one supervisory controller (NxE, OAS or SN-series engine).
- \$1,000 rebate for PSA signed within day 75 of warranty period commencement, or \$750 rebate for PSA booked day 76 through day 365 of warranty period commencement.
- Each YORK chiller is eligible for one In-Warranty incentive (e.g. if you sign a new PSA for three YORK chillers, you may use three incentives).
- One In-Warranty incentive per Metasys automation system customer. Metasys system must contain at least one supervisory controller (NxE, OAS or SN-series engine), as identified by the MAC address from the label on the front of the controller.
- Year One Service credit applies to customers with qualified systems who decline limited, complimentary Year One Services and purchase a PSA from Johnson Controls covering the new equipment.
- Year One Service credit of \$150 for PSA booked within day 75 of warranty period commencement, or \$75 for PSA booked day 76 through day 365 of warranty period commencement for qualifying systems only.
- \$100 credit per PSA of three or more years.
- Total value of new PSA divided by three must be greater than or equal to the incentive amount.
- This promotion may not be combined with any other promotions, rebate or contract discounts unless otherwise noted.
- If the PSA is cancelled early, the rebate shall be subject to reimbursement by the customer at the discretion of Johnson Controls.
- All applicable Johnson Controls contract terms and conditions apply and conditions apply.

Contact us

For more information about planned maintenance and this incentive, contact your local Johnson Controls branch.

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The power behind your mission



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-571

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Hidden Pines Mental Health LLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Hidden Pines Mental Health LLC.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2025
2. PPA - Hidden Pines Mental Health LLC (1) signed 9-16-2025

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-582

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the Minutes of the September 11, 2025 HHS Advisory Committee Meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHSAC Meeting Minutes 09-11-2025

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, September 11, 2025
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Dave Holmbeck	Kevin Glass
	Lloyd Adams	Sarah Anderson
	Ginger Parlanti	Paul Lussenhop

Members Absent:	Brandi Worrath	Chris Jenkins
	Roxan Hawkins	Cheryl Lemler -- E
	Angie Baratto -- E	
	Trinnitie Hyovalti -- E	

Others Present:	Eric Villeneuve
	Brenda Oberg

Call to Order:

The meeting was called to order by Co-Chair Lloyd Adams at 12:15 pm.

Approval of May 8, 2025, Minutes:

A motion was made by Sarah Anderson and seconded by Paul Lussenhop to approve May 8, 2025, minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the agenda.

Eric Villeneuve, Director:

Resignation:

Dan Miesle has resigned from the Advisory Committee. Eric thanked him for his years of service to the committee and wished him well.

A motion was made by Sarah Anderson and seconded by Ginger Parlanti to accept the resignation of Dan Miesle. Motion carried.

Public Health Update: Ginger Parlanti, Public Health Supervisor, provided an update on Public Health.

- 2 Social Worker positions have been posted for the Home Community Based Services division of Public Health, awaiting applicants.
- A new Public Health Administrative Specialist has been hired and will start on Monday, September 15th
- A community health care student will be working with Public Health and ElderCircle until December 15th

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HHS Advisory Committee Minutes
September 11, 2025

- Community Connect will be held next Thursday, September 18th from 11:00am - 3:00pm at the Yanmar Arena
- There will be a Flu vaccine clinic on October 2nd from 4:00-6:00pm at the Itasca Resource Center and is open to the public.
- Itasca County Public Health Maternal Child Health is partnering with Grand Itasca on a program called Heart to Heart. This will be for pregnant women experiencing or have a history hypertension, prenatal hypertension, or other health conditions that might affect blood pressure during pregnancy and postpartum. It's a program to help bring down blood pressure, to provide education, teach how to take their blood pressure, and things to watch for to know when to be seen.

IMCare Update:

Sarah stated there is a decision with the DHS/IMCare lawsuit. After 15 months the Supreme Court dismissed its review of the case. That sends it back to the Court of Appeals, whose August 2023 opinion was in IMCare's favor. They met with attorney's last week, and they've reached out to DHS to discuss next steps and how we move forward. In addition, CARMA legislation passed in 2025, changes expecting to take place in 2027, this positions IMCare well for future changes and continued collaboration with DHS.

Legislative Update:

Eric reviewed legislative handouts. The first item is SSIS replacement and modernization. Counties successfully advocated for \$10 million last biennium to begin the work of modernizing SSIS. Moving into this session, counties proposed an additional \$40 million to transform the current burdensome technology into a tool that would support county administrators and allow workers to focus on meeting the needs of children and families. Ultimately, \$35 million was secured in the health and human services finance bill. There are several parameters around the appropriation, including: alignment with state and federal requirements, ability to conduct comprehensive statewide data reports, incorporating responsive design capabilities, ability to gather information necessary for implementation of the Minnesota Indian Family Preservation Act (MIFPA) and the Minnesota African American Family Preservation and Child Welfare Disproportionality Act, ability to integrate with tribal information systems; and addressing other critical systems needs, including those identified by local social service agencies. There are progress reports due to the Legislature in March and August of 2026, with annual reports thereafter.

Next is the Minnesota African American Family Preservation and Child Welfare Disproportionality Act. After 2024 passage of this historic act, counties worked with

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HHS Advisory Committee Minutes
September 11, 2025

DHS and DCYF to better understand how this transformative legislation would be implemented. Through that work, counties realized that proper statewide implementation by January 2027 would require technology system investments, staff training and consideration of county implementation costs. There was legislation introduced to delay implementation of The Act, however that did not advance. Ultimately, county work will continue as we support the pilot county efforts in addition to collaborating with state agencies to prepare for statewide implementation.

Another item is Children's Mental Health Initiative (CMHI). Looking to the experience of the Adult Mental Health Initiative (AMHI), MACSSA supported the creation and funding for a CMHI this legislative session. Due to the significant need for defensive work this session, they were not able to develop detailed legislation for introduction this year. They will continue this work and look to future session.

Lastly, Priority Admissions. In 2023, the Priority Admissions Task Force was created to examine how priority admissions law affects the state's capacity to serve individuals in need of care in state-operated treatment programs. One additional recommendation in 2024 was continued relief for counties of the Does Not Meet Medical Criteria (DNMC) costs for mentally ill and dangerous (MI&D) individuals. House File 2115 (Hoffman/Schomacker) was the human services policy bill passed during the regular legislative session. This bill is reflected in Minnesota Session Law Chapter 38, Article 3, Sections 41-42 continues the pause on the 48-hour rule through June 30, 2027.

Budgets:

Initial county-wide levy request was 24.55%, but after several meetings, it has been reduced to just under 10%. For Health and Human Services, no provider rate increases have been approved. The only approved increases are salaries and benefits. There are some positions that HHS has put a pause on hiring. The County Board has until the end of September to finalize the proposed budget. Once set, the levy amount can only be decreased – not increased.

HHSAC Subcommittee Reports:

AMHAC: Trinnitie was not able to attend today but did share an update. The LAC attendance is up, but the Keisler members are down. Local agencies and staff members have been attending. Craig is thinking about doing gift cards to increase participation.

ICCOA: Lloyd stated the TRIAD conference will be held at the Timberlake next week. In regard to Tax Aide program, there are a lot of changes coming up in the 2025 tax season. This program can always use more volunteers. If you are interested in being a tax preparer, please reach out to Lloyd.

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HHS Advisory Committee Minutes
September 11, 2025

Provider Updates:

Northland Counseling – No updated provided.

Elder Circle – Eric shared that Renee Bymark is the interim Executive Director.

First Call for Help – No update provided.

Probation – No update provided.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Sarah Anderson seconded by Paul Lussenhop to adjourn the meeting at 12:46 pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-584

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Healing Waters Counseling and Psychological Services, PLLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Healing Waters Counseling and Psychological Services, PLLC.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A - previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Courtney IMCARE signature
2. Provider Participation Agreement 2025

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-585

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Shane Troumbly

AGENDA ITEM:

2025-2026 Toward Zero Deaths (TZD) Grant Agreement

BOARD ACTION REQUESTED:

Accept the 2025-2026 Toward Zero Death (TZD) Safe Roads Grant Award for the period of October 1, 2025 through September 30, 2026, in the amount of \$11,480.80, and adopt the Resolution Re: Authorization for execution of Agreement, which authorizes the necessary signatures to said grant.

BACKGROUND:

Itasca County Public Health provides education related to traffic deaths and severe injury on Itasca County roads. Public Health staff, in addition to providing education, support the coordinated efforts related to other causes of traffic injury and deaths, including EMS, Enforcement, and Engineering.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2025-2026 TZD Grant Contract Agreement

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2026 TZD Safe Roads Grant Contract Agreement No.: A-SAFE26-2026-ITASCACO-023
Grantee: Itasca County 1209 SE 2 nd Avenue Grand Rapids, MN 55744-3893	Grant Contract Agreement Term: Effective Date: 10/01/2025 Expiration Date: 09/30/2026
Grantee’s Authorized Representative: Eric Villeneuve, Director of Health and Human Services Itasca County 1209 SE 2 nd Avenue Grand Rapids, MN 55744-3893 218-327-6117 eric.villeneuve@co.itasca.mn.us	Grant Contract Agreement Amount: Original Agreement \$11,480.80 Matching Requirement \$2,106.00
State’s Authorized Representative: Nick White, Impaired Driving Program Coordinator Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)201-7088 Nick.White@state.mn.us	Federal Funding: CFDA/ALN: 20.600 FAIN: 69A37525300004020MN0 State Funding: P0792S1 - MN Statutes 2024 4.076 Subd. 6 Special Conditions: None

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

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2026 TZD Safe Roads Application which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2026 TZD Safe Roads Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Contract Agreement No./ P.O. No. _ A-SAFE26-2026-ITASCACO-023/3000107645 _____

Project No.(indicate N/A if not applicable): _ 26-06-08 _____

3. STATE AGENCYSigned: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

Signed: Eric VilleneuvePrint Name: Eric VilleneuveTitle: HHS DirectorDate: 9/24/2025

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Organization: Itasca County

2026 TZD Safe Roads

EXHIBIT A
A-SAFE26-2026-ITASCACO-023

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Direct Labor				
Coordinator Salary/Fringe	\$11,000.00	\$2,086.00		
Total	\$11,000.00	\$2,086.00		
In-State Travel				
Mileage and Travel Costs	\$460.80	\$0.00		
Total	\$460.80	\$0.00		
Supplies and Materials				
Local posters for schools	\$20.00	\$20.00		
Total	\$20.00	\$20.00		
Total	\$11,480.80	\$2,106.00		



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-573

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Contract 2025-03 - CSAH 91 Bridge Bearing Replacement

BOARD ACTION REQUESTED:

Approve final payment for Contract CP 2025-03, a bridge bearing replacement project on CSAH 91, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:

S & R Reinforcing, Inc. has completed the bridge bearing replacement project on CSAH 91 over the Mississippi River. and it is recommended that final payment be processed.

Bid Amount: \$43,300.00

Final Amount: \$43,800.00

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. Closeout packet for Board

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: CP 2025-03

County of Itasca

Contract No.: 2025-03

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin, MN, under contract with Itasca County, made and entered into on July 1, 2025, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

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

Dated: _____, 2025

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: CP 2025-03
CSAH 91 – Bridge Bearing Pad Replacement

Name of Contractor: S & R Reinforcing, Inc.

Contract No.: 2025-03

Total Value of Work: \$43,800.00

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

9/19/2025
Date

for [Signature]
County Highway Engineer
Karin Grandia, P.E.

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: CP 2025-03
Pay Request Number: 2

Project Number	Project Description
CP 2025-03	CSAH 91 Bridge Bearing Pad Replacement

Contractor: S & R Reinforcing, Inc. 44216 Tame Fish Lake Road Aitkin, MN 56431	Vendor Number: N/A Up To Date: 09/17/2025
--	--

Contract Amount		Funds Encumbered	
Original Contract	\$43,300.00	Original	\$43,300.00
Contract Changes	\$500.00	Additional	N/A
Revised Contract	\$43,800.00	Total	\$43,300.00

Work Certified To Date	
Base Bid Items	\$43,300.00
Contract Changes	\$500.00
Material On Hand	\$0.00
Total	\$43,800.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$43,800.00	\$0.00	\$41,610.00	\$2,190.00	\$43,800.00
Percent Retained: 0%			Percent Complete: 100%		

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

Approved By

Rachel Metelak
County/City/Project Engineer

9/17/25
Date

Approved By S & R Reinforcing, Inc.

Christine
Contractor

9/17/2025
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-08-26	\$43,800.00	\$2,190.00	\$41,610.00
2	2025-09-17	\$0.00	(\$2,190.00)	\$2,190.00

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
County Preservation	1	\$43,800.00	\$0.00	\$41,610.00	\$2,190.00	\$43,800.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
County Preservation	County Highway Preservation	\$2,190.00	\$43,800.00	\$43,300.00	\$43,800.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
Base Bid	2	2402.602	INSTALL ELASTOMERIC BEARING PADS	EACH	\$2,400.00	8	0	\$0.00	8	\$19,200.00
Base Bid	3	2433.601	RAISE BRIDGE	LS	\$12,500.00	1	0	\$0.00	1	\$12,500.00
Base Bid	4	2433.602	BEARING KEEPER	Each	\$700.00	8	0	\$0.00	8	\$5,600.00
Base Bid	5	2563.601	TRAFFIC CONTROL	LS	\$3,500.00	1	0	\$0.00	1	\$3,500.00
Base Bid Totals:								\$0.00		\$43,300.00

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
CP 2025-03	County Preservation	\$0.00	\$43,300.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 2025-03	CO1	6	1305 Payment and Performance Bond (LS)	\$500.00	1	\$500.00	ITM	\$0.00	\$0.00	1	\$500.00
Contract Change Totals:									\$0.00		\$500.00

Contract Change Totals			
Number	Description	Effective Date	Amount
1	While not required per MN State Statute and Specification 1305 for Contracts of this dollar size, the Engineer has determined the desire for the Contractor to provide a Payment and Performance Bond for the project.	07/15/2025	\$500.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$43,800.00
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-583

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Harris Township LRIP Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Harris Township.

BACKGROUND:

The LRIP has a program called Routes of Regional Significance and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.25 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally the Township must agree to cover all costs in excess of the grant amount.

Townships are required to have their local County act as a sponsor and fiscal agent for the project.

Harris Township is applying for LRIP funds to rehabilitate Wendigo Park Road from CSAH 3 to Sunny Beach Road. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated.

The Township has passed a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-586

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Nashwauk Multi-use Trailhead Professional Services Contract Renewal

BOARD ACTION REQUESTED:

Approve the professional services contract renewal between Itasca County and Aune Fernandez Landscape Architects for the professional design, bidding, and construction management services for the Nashwauk Multi-use Trailhead for the period of October 7th, 2025 through December 31st, 2026.

BACKGROUND:

Planning for this project since 2021 has included ARDC, City of Nashwauk, mineral stakeholders, MNDNR Land and Minerals, IRRR, GRIMBA, CEDA, and Itasca County, who have worked with Aune Fernandez Landscape Architects and Kay-Linn Enterprises to identify potential outcomes, develop cost estimates, and conceptual designs. The location of the trailhead would provide connections to existing ATV trails, snowmobile trails, the Mesabi Trail, LaRue Pit, disk golf course, etc. The existing contract expired July 31st, 2025. This is a renewal of their contract to complete this project.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Purchase of Services - Aune Fernandez Landscape Architects
2. NASHWAUK-TH-PROJ-PROPOSAL

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this _____, by and between the County of Itasca, herein called the “County,” and Aune Fernandez Landscape Architects, a corporation organized and existing under the laws of the State of Minnesota, located at 755 Prior Ave N, Suite 103, St. Paul, MN 55104, 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 Professional Design, Bidding, and Construction Management Services for the Nashwauk Multi-use Trailhead 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 7th, 2025 to December 31st, 2026**. 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 **not to exceed \$28,415.00(remaining from total project amount of \$68,950.00** 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. Payments to VENDOR will be made based on invoices submitted monthly, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 STANDARD OF CARE

- H.1.1 In providing services under this Agreement, the Vendor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and similar locality.

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 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 Vendor. 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 sub-Contractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

General Aggregate

<u>Limit</u>
\$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 Vendors and sub-Contractors, 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

Limit

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, non-owned 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 Vendor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

Limit

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, Vendor 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 Vendor, its sub-contractors 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.

J.1.8.2 Vendor 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 Vendor or the County or to enlarge in any way the Vendor'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 Vendor's or the Vendor'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 sub-contractors.

N.1 COMPLIANCE WITH LAWS

N.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.

O.1 RECORDS AUDITING AND RETENTION

O.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.

P.1 WAIVER

P.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.

Q.1 MODIFICATIONS/AMENDMENT

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

R.1 SEVERABILITY

R.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.

S.1 FINAL AGREEMENT

S.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.

T.1 EXECUTION

T.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 _____ day of _____, _____.

Aune Fernandez Landscape Architects

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its _____

Its _____

By: _____

Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney



ITASCA COUNTY: NASHWAUK TRAILHEAD PROJECT - SCHEMATIC DESIGN, CONSTRUCTION BID DOCUMENTS & CONSTRUCTION ADMINISTRATION

Submitted to Itasca County
Attn: Sara Thompson
Submitted by Aune Fernandez Landscape Architects
April 4, 2024

Overview

This scope of work provides design and engineering services to provide completed construction bid documents, bidding and construction administration services related to the development of a trailhead facility located in the City of Nashwauk, Itasca County Minnesota. Per our conversations and communication to date we understand the scope of work is to be rooted in a process with Itasca county staff, city staff and CDEDA to scope and develop the appropriate project for available project funding. The process will use the current concept(Attachment A: Area within the red boundary represents the extents of this work) as the direction for design development through construction documents. Key elements of the project will include, but are not limited to, gravel parking area, ATV/UTV wash station, boulder alignment, new water and electrical utilities, stormwater management system, site light, trailhead sign, pre-fabricated open air shelter and other potential project amenities. It is understood that cost vetting and owner considerations will result in changes to the design as the design process develops. We understand that funding for the Trailhead is not currently understood and that the scope of the work will adjust when and if the budget is secured. We have provided our scope and fees so that our process could pause at the completion of Design Development 60% documents while funding is secured. This would allow the construction bid document phase of work to adjust to final budgets and scheduling.

We are proposing 3 design partners; Paulson & Clark Engineering(Elec.), Rehder and Associates (Civil) and Loeffler Consulting (cost estimating) to assist in the developmf design and engineering documents, vetting of the plans and cost estimates. We have a long history with all three firms extending back more than 10 years on over 25 projects.

The scope is proposed as follows:

- Design Development: 60% Complete
 - Conduct a Kick-off meeting with Itasca Co., City of Nashwauk & CEDA representatives. Confirm project scope expectations and establish a construction

- budget range. This meeting will be used to guide the work and approach. Conduct site visit during this meeting visit. (Mtg. 1-In-person)
- Due diligence and outreach for utility considerations, permitting and other entitlement requirements of the project.
 - Conduct multi-discipline engineering review and assessment. Identify issues/requirements related to stormwater requirements, access to and the provision of electrical service to the site, potable water options and types and sizing of services for DD documents.
 - Benchmarking: Provide narrative and existing concept for cost estimating.
 - Hold a budget review meeting with County, City & CEDA, determine direction or any considerations for scope adjustments. (Mtg. 2-Virtual)
 - Develop 60% DD Documents. Site plan, layout plan, grading, drainage, utilities, electrical design, connection points, wash station power and site light, site details, pre-fab shelter system identification, pavement sections, and other plans and information as appropriate for 60% complete documentation.
 - 60% DD documents to include Itasca county front end (Div.0 & Div.1) specifications and Div. 2 thru Div. 32 technical specifications as needed.
 - Develop phasing diagram and narrative and/or alternate bid items for consideration in cost estimating.
 - Conduct 60% construction estimate.
 - Review DD plans and cost estimate with County staff, City & CEDA. (Mtg. 3-Virtual)
 - Provide final 60% plans, cost estimates, phasing diagrams and phasing estimate.
 - If needed, the concept rendering will be revised to reflect the current scope and direction of the project.

**We have identified that at the completion of the 60% phase of documents that the project could pause for fundraising and/or other funding activities.*

- Construction Documents: 100% Bid Documents
 - Conduct review meeting with county staff City and CEDA to determine the final scope for construction document production. (Mtg. 4-Virtual)
 - Based on feedback, develop 95% complete construction bid documents and manual.
 - Conduct 95% cost estimate.
 - Conduct Itasca Co. Staff, city and CEDA review meeting. (Mtg. 5)
 - Based on meeting outcomes, outline directions for final revisions.
 - Revise construction bid documents and deliver 100% manual for Bidding.
- Bidding
 - Assist Itasca Co. staff with bidding
 - Provide addendum questions and answer
 - Pre-bid site meeting by Co. staff
 - Review Bids and provide feedback
 - Provide bidder follow up and procurement assistance in preparation for construction.
- Construction Administration
 - Attend Pre-con meeting (Virtual)
 - Provide 2 CA Site visits (In-person)

- o Issue ASI, CO, shop review, submittals and other information as needed.
- o Punch list site visit Issue punch list after site visit
- o Punch list site review by Co. staff.
- o Provide 11 mo. Warrantee site visit. And issue memo for observations and any warrantee items.

ASSUMPTIONS

- A site survey consisting of, but not limited to, property lines, easements, topography, site features, vegetation, utilities, adjacent roads, will be provided by others in Auto CAD format. AFLA to assist with determining the scope of the survey and obtaining up to 3 quotes on behalf of the county.
- Geotechnical investigation and report will be provided by others. The geotechnical report to provide boring and soils information, paving recommendations, other structural footing and foundation recommendations. AFLA to assist with determining the scope of the geotechnical report and obtaining up to 3 quotes on behalf of the county.
- Shelter will be a prefabricated type. Design and engineering of the structure and footing system by manufacturer. AFLA to coordinate and specify the make and model for inclusion in the project if budgets allow.
- There are no wetland, historical or environmental considerations at this site in need of documentation or impacting the project.
- Construction Staking by Contractor
- No environmental work/reports are included.
- Electrical design will account for future needs at the site.
- Services are for the deliverable of 1 Bid document, that may include an alternate.
- Bidding will be hosted/provided by Itasca Co.
- Pending the length of time the project may be on hold and/or potential changes to the scope of the work, the AFLA team will readdress fees related to the 100% document, bidding and Construction administration phases of work.

FEE PROPOSAL

We propose to perform the above described scope of work as a Lump Sum not to exceed fee based on the following breakdown of tasks:

Current Suggest Services

- | | |
|-------------------------------------|-------------|
| - Design Development: 60% Documents | \$38,920.00 |
|-------------------------------------|-------------|

Potential Future Services

- | | |
|--|-------------|
| - Construction Documents: 100% Bid Documents | \$21,780.00 |
| - Bidding | \$1,150.00 |
| - Construction Administration | \$7,100.00 |
| Future Services Sub-Total | \$30,030.00 |

All SERVICES TOTAL FEE

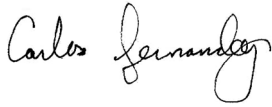
\$68,950.00

Our current proposal includes services through Design Develop: 60% Documents for a Lump Sum Fee not to exceed \$38,920.00 and is inclusive of reimbursable expenses. We feel, based on your project needs, that the completion of 60% document phase will adequately define budgets and support fundraising efforts. If the owner determines it is in their best interest to provide more

thorough bid documents and cost estimates additional services can be added as described in the Fee Propoosal. If this proposal is acceptable AFLA would like to discuss and determine a schedule that best serves the needs of Itasca Co, City of Nashwauk and CEDA.

Thank you again for the opportunity to propose on this great project. We are excited to continue our working collaborations and we are looking forward to a unique and exciting trailhead improvement. If there are any questions or feedback please feel free to contact me at any time. With your approval of the proposal and fee we are able to start upon the execution of a contract or a written notice to proceed.

Sincerely,

A handwritten signature in black ink that reads "Carlos Fernandez". The signature is written in a cursive, flowing style.

Carlos Fernandez
President, Aune Fernandez, LLC
DBA: Aune Fernandez Landscape Architects.

ATTACHMENT: A

400' SERVICE RADIUS

TO ATV TRAILS

LARUE PIT RD

ATV/BIKE WASH STATION
STORMWATER BASIN
RESTROOM/SHOWER
FACILITY

(12) RV/TENT SITES

(27) TRAILER
PARKING STALLS

(50) BACK-IN
PARKING STALLS

KIOSK & BIKE PARKING

ATV PARKING
PICNIC SHELTER

ATV TRAIL ACCESS

TRAIL SIGN

PICNIC SHELTER

PUMP TRACK

(4) GROUP RV/TENT
CAMPING SITES

AT GRADE TRAIL
CROSSING

MONUMENT SIGN

CENTRAL AVENUE

TO ATV TRAILS

TO MOUNTAIN BIKE TRAILS

MESABI TRAIL



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-588

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Storage Lease Agreement with the Itasca County Agricultural Association

BOARD ACTION REQUESTED:

Approve the 2025 Storage Lease Agreement between Itasca County and the Itasca County Agricultural Association, and authorize necessary signatures.

BACKGROUND:

The Fairgrounds Park Committee has recommended that the available fairgrounds buildings be leased for storage by the Itasca County Agricultural Association (ICAA) again in 2025. This would include storage of 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. 2025 Storage Lease Agreement_ICAA

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

County of Itasca, Minnesota Storage Lease Agreement

This Agreement is made effective this 7th day of October, 2025 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:

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

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

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.
4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Exhibit A**. This Lease Agreement is 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 7th, 2025** and shall end at 12:00 a.m. on **May 1st, 2026**. 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 4th 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 7th day of **October 2025**.

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 **7th day of October, 2025**.

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
Phone: 218-259-3152 Mobile
Email: icfair1336@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:
- | | Statutory
Limits |
|---|---------------------|
| If the LESSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws. | |
- d. Employer's Liability
- | | <u>Limits</u> |
|-------------------|---------------|
| Bodily injury by: | |

Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

An umbrella or excess policy over primary liability 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 except Workers' Compensation and Employer's Liability and 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.

coverages
Professional

- 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.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-589

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Lights in the Pines Event Lease Agreement

BOARD ACTION REQUESTED:

Approve the lease agreement between the Itasca County Agricultural Association and Itasca County for the 2025 Lights in the Pines event at the Itasca County Fairgrounds, and authorize the necessary signatures.

BACKGROUND:

The event agreement layout and language used in this lease agreement was developed with the County Attorney's office (Re: CRT-4171). Lease fees will be placed in the ICAA Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW:

Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2025_Lights in the Pines_Lease Agreement

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Larry Hopkins
SECONDER:	Commissioner John Johnson
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

County of Itasca, Minnesota

Event Lease Agreement

This Agreement is made effective this 7th day of October, 2025, 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 attached hereto and made a part hereof and marked as **Exhibit A**, **Exhibit B** attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|---|
| ☐ A - Cattle barn | ☐ B - Horse barn |
| ☐ C - Beef Barn | ☐ D – Poultry |
| ☐ F – Grumpy’ s | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J – Bixby’s |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☐ P – Restroom |
| ☐ Q - 4H Food Booth | ☐ T – Fine Arts Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z – Master Gardener’s | ☐ AA – Gazebo |
| ☐ CC – Sheriff’s | ☐ DD - Conservation Building |
| ☐ EE - Grand Stand | ☒ HH - Trailhead |
| ☒ Midway | ☒ West Parking Lot |
| ☒ General Grounds | ☒ North Parking Lot |
| ☐ Race Track | ☐ Horse Arena |
| ☒ RV Campground | |

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

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

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

5. Term. The term of this Agreement shall commence on **October 29, 2025** and shall end at 12:00 a.m. on **January 19, 2026**, which includes 4 weeks for preparation and 4 weeks for take-down from the event schedule. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. Lease Agreement-Fee. Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **\$ 1000.00** 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 event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of 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 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 **Exhibit B**.

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

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

13. Banned Substances. Lessee agrees that no tobacco products, 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 Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

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

Lessee

Itasca County Agricultural Association
P.O Box 673
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 7th day of October, 2025.

**LESSEE: Itasca County Agricultural
Association (ICAA)**

LESSOR: County of Itasca

By: _____

By: _____

Title: ICAA President

Title: Chair of the Board of Commissioners

Exhibit A

Special Conditions Supplement

Event Lease Agreement

This document shall be considered the Special Conditions to the Event Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **Itasca County Agricultural Association**, hereinafter referred to as “Lessee”. Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Event Lease Agreement for the 2025 “Lights in the Pines” event, occurring on November 26th through December 21st, 2025 at the Itasca County Fairgrounds Park.

- A. Itasca County Agricultural Association will be putting on the 2025 “Lights in the Pines” event with a drive-through holiday light display on the general grounds and walk-in displays in the commercial building.

Event hours of operation:

12 nights for the drive-through holiday light display on the general grounds and the walk-in North Pole Junction in the commercial building at the Itasca County Fairgrounds.

5:00 pm until the gate closes at 9:00 pm and the lights off at 10:00 pm. Two dates yet to be determined will be private event fundraisers and will be closed to the public.

Public Event dates are as follows:

November 26, 28, 29

December 5, 6, 12, 13, 19, 20, 21

- B. A modification to the Indemnification and Insurance Policy 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.
- C. Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.
1. Lessee will be responsible for providing garbage dumpsters and removal during/after event.
 2. Lessee will be responsible for providing and maintaining portable restrooms for event.
 3. Lessee will be responsible for maintaining the fairground facilities and grounds in good and safe condition during the event.
 4. Lessee will be responsible for coordinating with the Itasca County Transportation Department for snow removal in the fairgrounds during the term of the agreement.
 5. Lessee will be responsible for coordinating with the Grand Rapids Police Department for directing and controlling traffic flow on city streets adjacent to the fairgrounds during the event.
 6. Lessee will be responsible for coordinating with the Grand Rapids Fire Department and any other responsible agencies for compliant and safe winter use of the Commercial Building by the public for the event.

7. Lessee will be responsible for coordinating and to be in compliance with the MN Department of Health and any other responsible agencies for any food made available to the public in association with the event.
8. Lessee will allow for and identify public access to and public parking for the Taconite and Mesabi trails during the term of the agreement.
9. Lessee will clearly delineate and allow for safe use of the snowmobile trail corridor by snowmobiles through the fairgrounds during the term of the agreement.
10. Lessee will be responsible for clearly identifying all event entrances (west entrance) and event exits (east exit), and any event emergency exits for the event attendees and the general public.
11. Lessee will be responsible for all directing of traffic and providing parking staff for the event as needed, event parking will be confined to the north parking lot and east of the Commercial Building for volunteers.
12. Lessee are authorized to install “No Loitering After Dark” or similar signs and security cameras in the event areas.
13. Licensed/Permitted Activity under Section 13. “Banned Substances” of the Lease Agreement, if applicable (i.e. beer garden, etc.): N/A
14. Lessee is allowed to use the following personal property or fixtures within the leased Premises, if applicable: Electricity.
15. Movement and use of Picnic Tables: N/A
16. Extension of Term, if applicable: N/A.
17. Insurance, if different than that contained in Exhibit B: N/A
18. Sublease/subcontract, if applicable: All Vendors
19. Mobile Food booths will be limited to 0 mobile food booths.

Exhibit B

Indemnification and Insurance

Event Lease Agreement

- A. LESSEE agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LESSEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. 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:
- | | |
|---|---------------------|
| | Statutory
Limits |
| If the LESSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws. | |

- d. Employer's Liability
- | | |
|--------------------------|---------------|
| Bodily injury by: | <u>Limits</u> |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-163

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Citizen Input Sign-up Sheet

10/07/2025

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

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-92

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 8, 2025, in the amount of \$1,974,308.90.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-581

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Contract Addendum: MSW Hauling Services

BOARD ACTION REQUESTED:

Approve Contract Addendum for MSW Hauling Services with American Disposal, Inc.; and Approve \$100,000 grant from Environmental Trust Fund for MSW Compacting Project

BACKGROUND:

To save on the cost of MSW transportation, Itasca County has decided to add compactors at seven of the outlying canister sites. American Disposal, Inc. has agreed to lease the necessary equipment to the county for a period of five years. In consideration of American Disposal's commitment to provide, install, and maintain compactors at the canister sites, it is in the best interest of Itasca County to extend the end date of the current MSW Hauling Contract to January 31, 2031 (previous contract termination of January 31, 2028). This extension will not add greater value to the contract, as the savings are greater than the lease costs.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2025.10.07 Addendum to MSW Hauling Contract-Compaction

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

Special Conditions/Mutual Agreement of the Parties

Addendum To:

MSW Hauling Contract

Between Itasca County and American Disposal, Inc.

Itasca County currently has a *Municipal Solid Waste (MSW) Hauling Contract* with American Disposal, Inc., as an independent contractor, to provide hauling of MSW from the Itasca County outlying canister sites to the Itasca County Transfer Station. The term of the Contract is February 1, 2023, to January 31, 2028.

To save on the cost of MSW transportation, Itasca County has decided to add compactors at seven (7) of the outlying canister sites. American Disposal, Inc. has agreed to lease the necessary equipment to the county for a period of five (5) years. American Disposal, Inc. agrees to pay all maintenance costs as part of the lease agreement.

In consideration of American Disposal's commitment to provide, install, and maintain compactors at the canister sites, it is in the best interest of Itasca County to extend the end date of the current MSW Hauling Contract to January 31, 2031. This extension will not add greater value to the contract, as the savings are greater than the lease costs.

Amendments to the current Contract are permitted under section R.1.1 Modifications/Amendment; which reads *"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."* Itasca County and American Disposal both agree to this Modification/Amendment.

Agreed this 7th day of October 2025, by both parties:

**Dave Villeneuve, President
American Disposal, Inc.**

**Greg Stoltz, Itasca County
Environmental Services Coordinator**

**Brett Skyles,
Itasca County Administrator**

**Casey Venema,
Itasca County Board Chair**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-587

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Comprehensive Trail Study Project Update

BOARD ACTION REQUESTED:

Receive Comprehensive Trail Study Project Update.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County Comprehensive Trail Study Project

10/07/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Itasca County Comprehensive Trail Study Project



SARA THOMPSON

FOREST RECREATION
SPECIALIST



Outline

Introduction

Project Goals

Timeline

Coordination and Cost

Community Collaborators

Funding Opportunities

Project Value

Photo credit: Dan Connelly, John Connelly, and WeisGuys Images



Introduction

Tourism remains one of the most critical economic drivers in northern Minnesota. Trail users contribute substantially to the local economy by staying in lodging, dining in restaurants, shopping in small businesses, and purchasing fuel and supplies. This activity generates a ripple effect of spending that supports jobs, services, and infrastructure in rural communities.

This comprehensive trail study will collect economic impact data and trail user counts for all seasons that includes both non motorized and motorized recreation.

Photos by: John Connelly and “MesabiTrail.com”



Project Goals

The goal of this project is to answer the following questions:

- How much do trail users spend in a community during their visit?
- Which businesses directly benefit from trail users?
- Which businesses indirectly benefit from trail users?
- What opportunities exist to increase the economic benefits of trail use?
- Where do users of Itasca County trails live? Where do they stay when in the county?
- Are there significant differences between trail users, particularly motorized versus non-motorized activities and summer versus winter activities?
- Trail user count data

Target – Registration Numbers

Use	2025 Registration Numbers/Passes
Snowmobile	169,048
Cross – Country Ski Pass	TBD
ATV (agricultural included)	527,274 (349,294 non ag; 177,980 ag)
Off Highway Motorcycle	16,423
Wheel Pass (Mesabi Trail)	952 Annual pass, 1220 3-day pass

Target – Itasca County Trail Miles

Trail Types (Designated systems)	Grant-In-Aid (GIA) miles	Miles (not GIA funded)
Mountain Biking	-----	32
Snowmobile	645.8	36.2
Cross – Country Ski	121.2	-----
ATV/OHM	388	-----
Hiking	-----	Many
Bicycling (Paved)	-----	45.25
Horse back riding	-----	80+

Timeline

- Due to the complex nature of this project, Extension proposes to run two phases. The first phase, or the pilot, will be an opportunity to test the project design. For example, the pilot will allow both parties time to determine which approach to surveying is most effective.
- If, at the end of the pilot, the project is not proceeding according to plan, Itasca County and Extension can agree to either 1) adjust the project design or 2) end the project. Extension is proposing the pilot for winter events (snowmobiling and cross-country skiing) will be completed in February and March of 2026. The pilot for summer events (ATV and biking) will be completed in May and June of 2026. A summary report of the data collected will be provided to Itasca County by mid-August 2026.
- If, at the end of the pilot phase, all is going well, then Extension will move into full project mode. Data collection (surveying and trail counts) will continue through the end of 2027.

Coordination, Deliverables, and Cost

Coordination

- Itasca County will form a steering committee to provide information and perspective on survey questions and trail counter placement across our trail network.
- Itasca County will designate a project manager and coordinator (Plum Catalyst) will be responsible for outreach to the clubs, arranging volunteers to distribute the postcards, and directly interviewing trail users. This person will also need to learn how to deploy and manage the trail counters.

Deliverables

- A summary report of the survey results following the pilot phase
- A full report including the visitor profile and economic impact analysis results
- Presentation(s) of the results to selected audiences

Cost - \$185,000

- U of M Extension Proposal: \$30,000 (\$20,000 for Extension and estimated \$10,000 for Itasca County to purchase trail counters)
- Plum Catalyst – Project Management and Coordination: \$155,000

Community Driven – Collaborative Partnerships

- Itasca County
- Itasca Trails Task Force
- Community and Economic Development Associates (CEDA) – Amanda Lamppa
- Visit Grand Rapids
- Edge of the Wilderness Lodging Association
- Avenue of Pines
- MN DNR
- 28 total motorized and non-motorized trail organizations
- US Forest Service
- Cities and Townships impacted by our trail systems
- U of M Extension
- Plum Catalyst

Funding Opportunities Acquired

- IRRR Development Partnerships grant - \$98,000
- Itasca County Land Department - \$40,000
- Itasca County Tourism and Economic Development - \$30,000
- Itasca County Trails Taskforce - \$15,000
- Visit Grand Rapids - \$15,000
- Compeer Financial - Rural Feasibility Study Grant – Invest in Rural Communities – \$5,000
- Grand Rapids Area Community Foundation - \$5,000 requested

What is the value of this study?

- Data to showcase use that will assist in prioritizing maintenance and development efforts.
- Collecting this information will also allow for future grant application economic impact reporting and discussion with funding agencies like Blandin Foundation, DNR, etc. This info will also allow for us to be more competitive with the growing demands on the limited pools of funding available for trail development and maintenance.
- Identify the economic impact diverse trail systems bring seasonally to our local communities.



Summary

With such a complex project that covers a large area we need strong champions to carry it forward. As many trail systems Itasca County has, this is a necessity of this region to fulfill demographic and economic impact gaps to accomplish and prioritize future maintenance and development strategies.



Photo credit: WeisGuys Images



The way to get started is to quit talking and begin doing.

Walt Disney



Photo credit: WeisGuys Images

Thank you

Sara Thompson

Forest Recreation Specialist

Itasca County Land
Department

sara.thompson@co.itasca.mn.us





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-578

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Ron Oleheiser

AGENDA ITEM:

National Hunger and Homelessness Awareness Month

BOARD ACTION REQUESTED:

Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2025 as National Hunger and Homelessness Awareness Month and November 17-23, 2025 as National Hunger and Homelessness Awareness Week in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

RESOLUTION 2025-40

RE: NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH IN ITASCA COUNTY

WHEREAS, the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness is the sponsor of and have set November 2025 as National Hunger and Homelessness Month and November 16-22, 2025, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless, and the shortage of affordable housing in Itasca County for low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless they include:

Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Itasca County HRA, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace, Second Harvest Food Shelf and other Itasca Housing Resource Team committee members; and

WHEREAS, the Itasca County Board of Commissioners recognizes that hunger and homelessness is a serious problem for many individuals and families in Itasca County; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and [mental](#) health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE BE IT RESOLVED the Itasca County Board of Commissioners hereby proclaims the month of November 2025 as Itasca County Hunger and Homelessness Awareness Month and November 16-22 as Itasca County Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED the Itasca County Board of Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson

SECONDER:	Commissioner Larry Hopkins
AYES:	John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith, Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on October 7, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 7, 2025

REQUEST FOR BOARD ACTION: RBA-2025-575

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Drew Janke

AGENDA ITEM:

MN Power Presentation - ISA Transmission Project

BOARD ACTION REQUESTED:

Receive update on the ISA Transmission Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

10/07/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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