ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, June 2, 2026	2:30 PM	Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Smith 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: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 26, 2026, Regular Session.

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

1. Approve the minutes of the Tuesday, May 26, 2026, Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent agenda, as presented.

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

1. Accept resignation of Christopher Kelley from the Personnel Board of Appeals Committee.
2. Approve On Sale Intoxicating Liquor License and Sunday Sales License for Resort 1941 LLC dba Sure Game Wilderness Resort located at 52385 County Road 31, Wirt MN 56688.

3. Authorize the Itasca County Transportation Department to acquire Highway Easement across Tax Forfeit Lands for State Aid Project #031-593-001.
4. Approve the gravel lease agreement LEAR000904 between Itasca County and the State of Minnesota (Department of Natural Resources) for the Antler Lake Gravel Pit.
5. Award County Project 2026-03 Crushing, Hauling and Placement of Aggregate Surfacing on CR 252, CSAH 42, CSAH 68, CR 469 to Hawkinson Construction Co., Inc. and authorize the required signatures on the contract documents.
6. Approve service contract by and between Itasca County and ESS Brothers & Sons, Inc., and authorize necessary signatures.

VI. REGULAR AGENDA

1. **Legislative Session Wrap Up**

Itasca County Lobbyist, Shane Zahrt, provided a presentation on the Legislative Session.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. **Commissioner Warrants**

Motion To: Approve Commissioner Warrants with a check date of June 3, 2026, in the amount of $162,696.80.

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

3. **Approval of Job Postings**

Motion To: Approve one Custodian (Facilities) and one Chief Deputy/First Assistant County Attorney (Attorney).

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

4. **Itasca County Opportunity Zones**

Motion To: Approve the following rank of Itasca County Opportunity Zones to be submitted to the MN Department of Employment and Economic Development, direct staff to complete the Opportunity Zone Application and authorize necessary signatures: #1 – Census Tract 4808.03; #2 – Census Tract 4808.05; #3 – Census Tract 4810.01; #4 – Census Tract 4805.

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

5. **Public Hearing**

Motion To: Open the Public Hearing Re: Off-Sale Intoxicating Liquor License for Resort 1941 LLC, located at 52385 County Road 31, Wirt for the purpose of receiving public comment on the adoption of the proposed Liquor License.

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

Motion To: Close the above Public Hearing

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

Motion To: Approve the Intoxicating Liquor License for Resort 1941 LLC located at 52385 County Road 31, Wirt.

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

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including comment on the Energy Transitioned Zone, and a Federal Funding Grant with 4 other counties regarding workforce and economic development.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a LEO Jet meeting in Virginia.

Commissioner Johnson reported on attending an Opportunity Zone meeting, an AFSCME Leadership Meeting, mc'd a Memorial Day Event, and attended a Budget to Actual meeting.

Commissioner Snyder reported on attending an Intergovernmental meeting, the County Extension meeting and a Land Lease meeting.

Commissioner Smith reported on attending an AFSCME Leadership meeting, some independent meetings with Department Heads and some ATV club meetings.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding cost shifts being a priority for the next Legislative Session.

X. CITIZEN INPUT

Jake Langeslag provided input on Zoom Court cases.

Chair Smith recessed the meeting at 3:24 p.m.
Chair Smith reconvened the meeting at 3:26 p.m.

Dave Holmbeck provided input on enjoying Shane Zahrt’s presentation and fraud.

RECESS

Chair Smith recessed the meeting at 3:28 PM.

RECONVENE

Chair Smith reconvened the meeting at 3:35 PM, with all members present.

XI. CLOSED SESSIONS

1. Hold a Closed session pursuant to MN Statute 13D.05 Subd 3(c) regarding parcel ID: 91-018-4200.

Motion To: Go into Closed Session per MN Statute 13D.05 Subd. (c) regarding parcel ID 91-018-4200.

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

Others Present: Administrator Brett Skyles, Auditor/Treasurer Austin Rohling, Deputy Clerk of the County Board Shelley Kebart.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

XII. ADJOURN

Chair Smith adjourned the meeting at 3:54 PM.

ATTEST

Cory Smith
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
(218) 327-2847

Tuesday, May 26, 2026	2:30 PM	Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Smith 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: Add additional information to Item #6.4 (County Based Purchasing (IMCare) Division Update/Presentation), Item #6.5 (Crisis Team Response Annual Update) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 19, 2026, County Board Regular Session.

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

1. Approve the minutes of the Tuesday, May 19, 2026, Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent agenda, as presented.

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

1. Approve Letter of Support for the Leech Lake Band of Ojibwe.
2. Approve the 2025-2027 Collective Bargaining Agreement - LELS 494 Corrections Unit-FINAL.

3. Authorize the County Board to approve Itasca County as sponsors for two new ATV trails from July 1, 2026, to June 30, 2031, with the stipulation the DNR approves Performance Based Grants and Grant in Aid Grants.
4. Authorize the IMCare Director to sign the 2027-2029 HEDIS Statement of Work with Metastar.
5. Schedule a Public Hearing Re: Vacating excess highway easement on CSAH 60 on July 7, 2026, during the regular board meeting.
6. Approve a road easement exchange between tax-forfeited trust lands and private landowners, Joan and Desi Sagedahl, under the terms set forth in the easement documents, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Employee Recognition

Farewell to Lilly Gould and Cadence Erickson.

Welcome to Amber Haugen, Emily Paul, and Frank Leimer.

Congratulations to Derekia Kuschel who transferred from her position as Administrative Assistant to Environmental Services Specialist, Lindsay Nelson Shultz who transferred from her position as Home and Community Based Social Worker to Home and Community Based Specialist, and Kenneth Lipsy who has transferred from his position as Lead Custodian to Facilities Maintenance Worker II.

Employee Milestone Recognition for May:
Steven Rossini, 10 years in the MIS department
Lindsey Staydohar, 10 years in the Health and Human Services department
Mike Gibbons, 25 years in the Land department

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 27, 2026, in the amount of $529,598.09

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

3. ICHHS Warrants

Motion To: Approve Itasca County Health and Human Services Warrants for May 2026 in the amount of $997,120.36.

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

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

Matt Alstad, HHS Controller, provided an update on County Based Purchasing (IMCare) Division.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. Crisis Response Team Annual Report

Cre Larson, Executive Director provided the Crisis Response Team annual report.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Itasca County Tourism Economic Impact

Megan Christianson, Executive Director of Visit Grand Rapids gave a presentation on Itasca County Tourism Economic Impact.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including not having to purchase new flagpoles to fly both the old and new MN State Flag as the County already had flagpoles available.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a Grand Village Board meeting.

Commissioner Snyder reported on attending an IEDC meeting, a meeting at the YMCA, and Grand Village Board meeting.

IX. COMMISSIONER COMMENTS

No comments provided.

X. CITIZEN INPUT

Dave Holmbeck provided input on the Legislative Session being unremarkable, and the Canisteo overflow.

John Casper provided input on the Cindy Martin case, homicide cases, rape cases, misconduct allegations, accountability, and an Advisory Counsel.

Jake Langeslag provided input on Mr. Casper being in attendance, having FSS Syndrome, animal husbandry, placement of MN State flag, public comment in Coleraine, new dog park opening, and invited all to his Zoom court on 3/27/2026.

XI. CLOSED SESSIONS

XII. ADJOURN

Chair Smith adjourned the meeting at 3:38 PM.

ATTEST

Cory Smith 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, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-419

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
Accept resignation of Christopher Kelley from the Personnel Board of Appeals Committee

BOARD ACTION REQUESTED:
Accept resignation of Christopher Kelley from the Personnel Board of Appeals Committee.

BACKGROUND:
Mr. Kelley called on 5/22/26 to resign from the Personnel Board of Appeal Committee. He had also applied for another and was approved for both. He did not believe that he would be approved for both and only wanted one or the other.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Personnel Board of Appeals Application - Christopher Kelley (1)

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-430

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
On-Sale & Sunday Sales Liquor License

BOARD ACTION REQUESTED:
Approve On Sale Intoxicating Liquor License and Sunday Sales License for Resort 1941 LLC dba Sure Game Wilderness Resort located at 52385 County Road 31, Wirt MN 56688.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Township Approval

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

ITASCA COUNTY

TOWNSHIP RESOLUTION

FOR INTOXICATING LIQUOR LICENSE

The Township Supervisors of Wirt Township
Township, Itasca County, Minnesota at a meeting held on the 19th day of
May, 2026, do hereby adopt a resolution approving/consenting
the application of Mark and Melody St. Marie to sell
(Licensee Name)

ON / OFF / COMBINATION ON/OFF SALE
(circle one)

INTOXICATING LIQUOR at the establishment known as
Sure Game Resort.
(Business Name)

Chairman Signature: Debra D Schamo Date: 5/19/26

Clerk Signature: Cheryl A. Carrigan, Clerk Date: 5/19/26

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-416

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Joshua Falck

AGENDA ITEM:
CR 540: Authorize Acquisition of Highway Easement Across Tax Forfeit Lands for SAP 031-593-001

BOARD ACTION REQUESTED:
Authorize the Itasca County Transportation Department to acquire Highway Easement across Tax Forfeit Lands for State Aid Project #031-593-001.

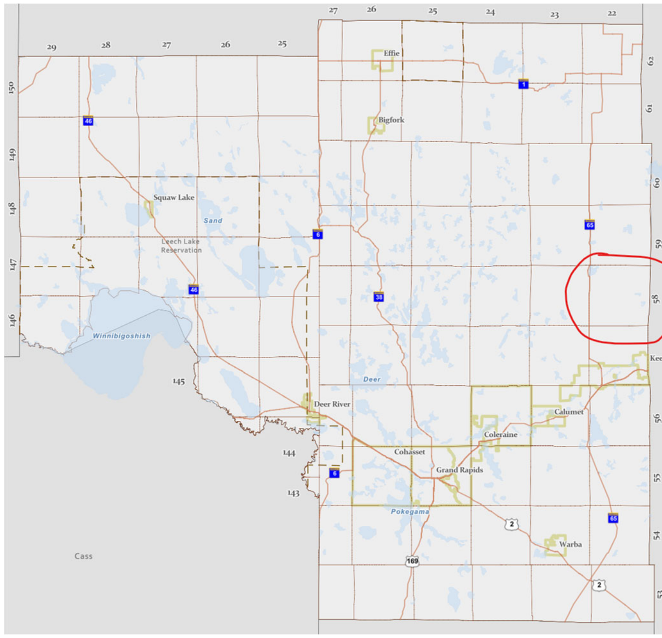
BACKGROUND:
The Itasca County Transportation Department is planning to reconstruct CR 540. Authorization is required from the Board of Commissioners to work with the Land Department to acquire the necessary easements across the Tax Forfeit parcels identified on the attached Exhibit.

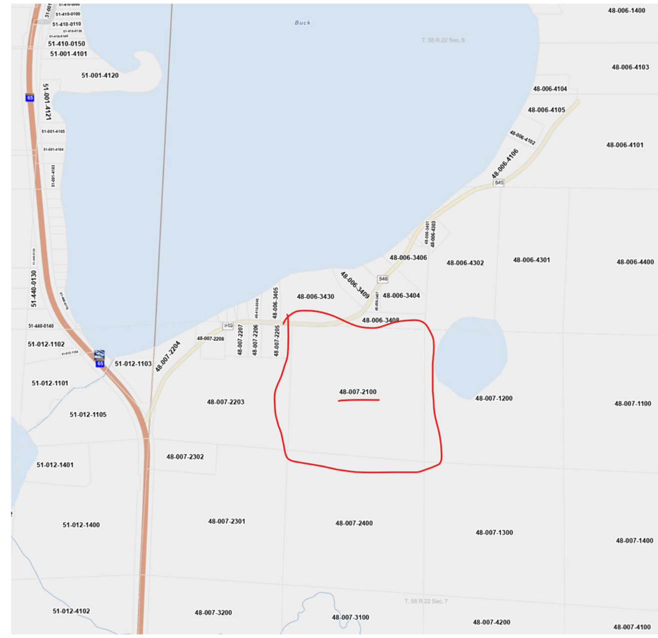
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. RBA_EX_TAXF_031-593-001_R0

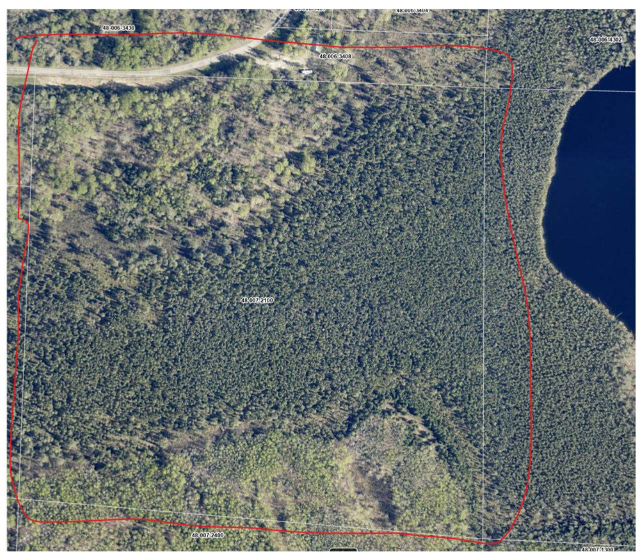
RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

- EXHIBIT (RBA-2026-416) -
Acquire Easement Across TAX FORFEIT Lands for CR 540 (SAP 031-593-001)





TAX PARCEL	DESCRIPTION	SETION, TOWNSHIP – RANGE
Tax Parcel #48-007-2100	NE 1/4 – NW 1/4	Section 7, T58N-R22W



ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-427

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Jason Alstad

AGENDA ITEM:
Antler Lake Gravel Pit Lease Agreement (DNR)

BOARD ACTION REQUESTED:
Approve the gravel lease agreement LEAR000904 between Itasca County and the State of Minnesota (Department of Natural Resources) for the Antler Lake Gravel Pit.

BACKGROUND:
Itasca County has held the lease (LEAR000904) on Antler Lake Pit since 2019. This lease period is January 1, 2026 - January 1, 2028 and grants Itasca County exclusive access to rock and gravel, used for county road maintenance.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 2026-5-11 LEAR000904 Agreement - for execution

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

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

Lease Number
LEAR000904
Field Unit
Deer River Forestry (Area 221)

LEASE FOR REMOVAL OF EARTH MATERIALS

This lease is executed by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, as Landlord, and the Tenant as named below.

Tenant Itasca County Transportation Department	Effective Date January 1, 2026
Tenant Address 123 4th St. NE, Grand Rapids, MN 55744-2600	Termination Date December 31, 2028
Materials Allowed to be Removed from the Premises ("Materials") Gravel, High Value Boulders, Common Uncrushed Rock, Common	Flat Rates for Materials $1.60 per cubic yard - Gravel, High Value $5.28 per ton - Boulders, Common $5.28 per ton - Uncrushed Rock, Common

Summary of Fee Payment and Reporting Timelines

Lease Period: January 1, 2026 - December 31, 2026

Item	Due Date
Pay Annual Materials Prepayment ($3,520.00) and Timber Damages ($0.00)	Upon lease signature
Submit Annual Earth Materials Production Report	November 30, 2026
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2026
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

Lease Period: January 1, 2027 - December 31, 2027

Item	Due Date
Pay Annual Materials Prepayment ($3,520.00)	January 1, 2027
Submit Annual Earth Materials Production Report	November 30, 2027
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2027
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

Lease Period: January 1, 2028 - Termination Date

Item	Due Date
Pay Annual Materials Prepayment ($3,520.00)	January 1, 2028
Submit Annual Earth Materials Production Report	November 30, 2028
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2028
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

IT IS AGREED AS FOLLOWS:

BASIC TERMS:

1. PREMISES. Landlord, in consideration of the terms, conditions, and agreements contained in this lease and the payment of the fees to be paid by Tenant, leases to Tenant, subject at all times to sale, lease and use for mineral or other purposes, the following described premises:

   Part of the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Northeast Quarter in Section 36, Township 60 North, Range 25 West, Itasca County, Minnesota,

   containing 13.15 acres, and is approximately shown on the attached map in Exhibit A, which is made a part of this lease, referred to as the "Premises".

2. TERMS. The meaning of the capitalized terms Landlord, Tenant, Tenant Address, Effective Date, Termination Date, Materials, and Flat Rate used in this lease are described above and are incorporated in this lease.

3. LEASE PERIOD. This lease will be in effect beginning on the Effective Date and ending on the Termination Date, unless terminated earlier under provisions of this lease.

4. USE OF PREMISES. Tenant will use the Premises only for removal of Materials from the Premises and related processing, storage, and transportation of Materials.

5. "AS IS." Tenant is taking the Premises in its "as is" condition, and Landlord is under no obligation to make any alterations or modifications to accommodate Tenant's use.

TENANT'S RESPONSIBILITIES:

6. ANNUAL MATERIALS PREPAYMENTS AND TIMBER DAMAGES. Tenant will pay Landlord annually in advance for the right to remove up to the value of Materials listed in the table above, based on the Flat Rates, in a calendar year of the lease term ("Annual Materials Prepayments"). Tenant will also pay Landlord for timber damages associated with Tenant's operations on the Premises in the amount listed in the table above ("Timber Damages"). The Annual Materials Prepayments and Timber Damages are due and payable according to the above table and are non-refundable.

7. ADDITIONAL FEES. In addition to the Annual Materials Prepayment, Tenant will pay Landlord in arrears for the value of Materials Tenant removes in excess of the Annual Material Prepayment, based on the Flat Rates, in a calendar year of the lease term ("Additional Annual Materials Fee"). Landlord will invoice Tenant for the Additional Annual Materials Fee after receiving Tenant's Production Reports for the applicable year. Tenant will pay the Additional Annual Materials Fee within thirty (30) days of Landlord's invoice.

8. PAST DUE PAYMENTS. Landlord may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.

9. TAXES. Tenant will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the Tenant located on the Premises during the term of this lease. NOTE: Due to the lease, the county may assess property taxes against the Premises based on its market value, and Tenant is required to pay the property taxes.

10. MATERIALS REMOVAL.

a. GENERALLY. In a calendar year of the lease term, Tenant may remove up to the value of Materials for which Annual Materials Prepayment is made for that year, based on the Flat Rates, without owing additional royalty fees to Landlord.

b. NO CREDIT, REBATE, OR REFUND. Tenant is not entitled to any type of credit, rebate, or refund if Tenant fails to remove the full value of Materials in the year for which the Annual Materials Prepayment is made.

c. TYPES OF MATERIAL. Tenant has the right to remove only the types of Materials listed in the table above. Tenant cannot remove any other types of earth materials located in the Premises without Landlord's prior written consent and payment of separate royalties to Landlord.

d. DEFINITIONS OF MATERIALS. For the purposes of this lease, the Materials are described and defined below. (Note: some of these definitions may cover types of Materials not included in this particular lease.)

   i. Common Borrow: silt and clay-rich soils that do not fall within the definition of another type of Material. Does not include topsoil or the upper six inches of Materials reserved for reclamation. Common uses include fill material used for backfill or to raise the grade of land.

   ii. Sand: 3/4 inch or less diameter with little or no gravel. Common uses include sand used for common construction or as an additive to make other commodities. Septic system sand in shallow bedrock areas of northeast Minnesota are subject to higher royalty rates.

   iii. Common Gravel: 3/4 inch or larger diameter. Common uses include gravel that can be crushed to produce road-base commodities such as Class 1, 5, or 6.

   iv. High Value Gravel: 3/4 inch or larger diameter. Includes crushed granite, crushed basalt, and crushed trap rock. Common uses include bituminous or concrete products.

   v. Boulders, Uncrushed Rock, and Landscape Rock: 24 inches or larger diameter. Includes uncrushed rock transported many miles and processed for bituminous or concrete products. Common uses include decorative products or riprap.

e. THIRD PARTY REMOVAL. Tenant and its agents (including Tenant's subcontractors and parties contracted to purchase Materials from Tenant) may remove Materials from the Premises under this lease. Removal of Materials by any other parties requires Landlord's prior written approval specifying the quantity of the Materials to be removed and the place from and manner in which such Materials will be removed. Tenant is responsible for all Materials removed during the term of this lease, including Materials removed by Tenant, Tenant's agents, and other parties.

11. RECORDKEEPING AND REPORTING:

a. UNIT STANDARDS AND CONVERSIONS. Cubic yards of Materials removed from the Premises are based on a loose volume measurement. If Tenant uses scales to measure the amount of Materials removed from the Premises, then this must be Tenant's primary measurement method. All scales measuring the amount of Materials removed must be calibrated according to the National Institute of Standards and Technology (NIST) Handbook 44. The following conversion factors apply to this lease ("Conversion Factors"):

One short ton = 0.7143 cubic yards loose volume.

One cubic yard loose volume = 1.4 short tons.

One cubic yard bank measure = 1.2 cubic yards loose volume.

One short ton = 2,000 pounds.

b. STANDARD PRODUCTION REPORTING PERIOD. The standard reporting period is from January 1 – November 15 in each calendar year of the lease term. For each calendar year of the lease term, Tenant must submit an Annual Earth Materials Production Report in the form attached as Exhibit D covering the standard reporting period to Landlord by November 30.

c. SUPPLEMENTAL PRODUCTION REPORTING PERIOD. With advanced written approval from Landlord, Tenant may remove Materials between November 16 – December 31 in a calendar year of the lease term ("Supplemental Reporting Period"). If Tenant removes Materials during the Supplemental Reporting Period, Tenant must submit a Supplemental Earth Materials Production Report in the form attached as Exhibit D to Landlord by December 31 of the same calendar year. The Annual Earth Materials Production Report and Supplemental Earth Materials Production Report are collectively referred to in this lease as the "Production Reports."

d. TOPOGRAPHIC SURVEYS. Tenant must have a licensed surveyor conduct a topographic survey of final mining limits (horizontal and vertical) before final reclamation begins in a given area of the Premises to reconcile volume of Materials reported in the Production Reports. Tenant must provide these survey results and data to Landlord promptly upon completion and no later than December 31 of the applicable calendar year. The Conversion Factors will be applied if necessary. Tenant must use the report reconciliation method described in this section unless Landlord gives written consent for Tenant to use an alternative method.

e. MATERIALS TESTING REPORTS. Tenant must promptly submit copies of any of Tenant's Materials quality testing documents to Landlord annually and at other times upon Landlord's request.

f. FAILURE TO PROPERLY REPORT: Failure of Tenant to submit the Production Reports or any other reports to Landlord by the applicable due date is a default under this lease. Tenant must certify that the Materials and quantities reported to Landlord are accurate. Tenant's furnishing of false reporting information to Landlord is a serious offense that may result in lease termination, additional fees, civil action, and/or criminal action.

g. LANDLORD'S INSPECTION AND RECONCILIATION. Landlord may enter the Premises to inspect Tenant's operations conducted under this lease and to audit Tenant's payments. Landlord may audit royalty payments by any method Landlord deems appropriate, including but not limited to void estimates, other engineering methods, or by inspecting documentation from Tenant or third parties. Tenant shall promptly remedy any reporting or payment errors. Tenant's obligations under this section survive termination of the lease.

12. INVASIVE SPECIES.

a. CONTROLLING INVASIVE SPECIES. Tenant is responsible for controlling invasive species on the Premises. See the attached Exhibit C, made part of this lease, for additional terms and conditions on the control of invasive species. If there is any conflict between the terms in this section 12 and the terms in Exhibit C, the more stringent terms for controlling invasive species control.

b. PESTICIDES AND HERBICIDES.

i. Tenant must request written permission from Landlord before applying herbicides or pesticides on Premises. Tenant must provide to Landlord a map identifying proposed treatment areas and a description of the proposed treatment plan, including target species, herbicide or pesticide name, rate of application, a description of application method, and beginning and end dates. Tenant must follow all application instructions provided on the product label and as directed by the Landlord. The Tenant shall not apply pesticides that are restricted for use on certified state forest land administered by the State.

ii. The Tenant must submit annual reports detailing herbicide or pesticide application on the Premises to Landlord. Tenant's reports must include application dates, locations, herbicide or pesticide used, target species, and other information requested by Landlord.

iii. The Tenant must delineate areas of Premises immediately after herbicides or pesticides application using signage or as directed by Landlord.

c. INSPECTION. Tenant must inspect the Premises for the presence of invasive species and noxious weeds prior to commencing any removal of Materials and must take appropriate action to prevent their spread. Landlord may delineate infested areas.

d. AVOIDANCE. Whenever possible, parking areas, staging areas, and travel routes must not be within known infested sites. Tenant must make every effort to schedule operations to avoid the spread of weed seed.

e. NEW INFESTATIONS. If Landlord or Tenant discover invasive species infestation areas on the Premises during the term of this lease, Tenant must immediately take action to prevent spread and consult with Landlord on control and mitigation measures.

f. EQUIPMENT CARE. During the snow-free season, Tenant must inspect clothing, gear, vehicles and equipment (including timber mats) and must remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots) before entering or leaving the Premises. Power washer or air compressor are effective means of cleaning equipment. Washing should occur at approved locations on the Premises or off site at an appropriate cleaning facility. Tenant must avoid letting rinse water run into open bodies of water or native plant communities.

g. IMPORTED MATERIALS. All materials (gravel, fill, mulch, chips, sand, etc.) brought to the Premises must be weed and pest free.

13. SITE PREPARATION REQUIREMENTS.

a. PRE-WORK MEETING. Before Tenant begins preparing the Premises for removal of Material, Tenant will coordinate with Landlord to meet at the Premises to review preparation, mining, and reclamation plans.

b. PREMISES BOUNDARIES. Tenant, under the direction of Landlord, must mark or designate the Premises and each mining phase. Tenant must not disturb the land or vegetation beyond the Premises. Examples of a disturbance include sloping and cutting or trampling of timber or brush.

c. TENANT'S ACCESS TO PREMISES. Tenant must obtain the right of ingress and egress to the Premises by a specified right-of-way over all other lands lying between the Premises and the nearest public road. All damages resulting from the establishment of this ingress and egress must be assessed to and paid by Tenant. Tenant, at its own expense, is responsible for upgrading and maintaining existing access roads degraded by Tenant. If Tenant wishes to alter any existing access roads or construct new roads on state land, including the Premises, Tenant must submit plans for such road work to Landlord, and Landlord must provide written approval of the plans to Tenant before the work can begin.

d. HAULING ON PUBLIC ROADS. Tenant must notify the appropriate local government unit or road authority prior to commencement of operations if Tenant may be transporting Materials on or across public roads.

e. GATE. If there is not a gate on the access road to the Premises as of the Effective Date of this lease, Tenant must, at its own expense, obtain and construct a permanent fixed gate at a location and of a type approved by Landlord prior to Tenant's mining activities commencing on the Premises. If a gate already exists as of the Effective Date, Tenant may utilize the existing gate. For safety purposes, absolutely no chain, cable, or rope can be used in lieu of a gate. The gate must be maintained by Tenant and must remain locked during downtimes. Tenant must provide a copy of the gate lock key to Landlord.

f. STORMWATER CONTROL. Before Tenant disturbs the Premises, and as otherwise directed by Landlord, Tenant must utilize stormwater best management practices on upland areas adjacent to wetlands, drainages, streams, bodies of water, and other non-mining areas at risk of receiving sediments.

g. GRUBBING AND CLEARING. Tenant must place brush and other woody debris in a location directed by Landlord. Woody debris must be kept separate from topsoil, overburden, and other stockpiles. Tenant must make reasonable efforts to minimize the amount of topsoil and other earthen materials included in woody debris piles. If Landlord directs Tenant to burn the woody debris, Tenant must do so with appropriate permits and must add the resulting ash to the topsoil stockpiles. Burying brush and other woody debris is prohibited.

h. STUMPS. Tenant must set aside larger stumps and logs for eventual use in reclamation of the Premises. Stumps may be positioned to create barriers to unauthorized motor vehicles in the interim. Burying stumps is prohibited.

i. STRIPPING TOPSOIL. Tenant must strip all topsoil, or the upper six inches of earthen materials if topsoil is mostly absent, from areas scheduled for mining and must store such material in accessible stockpiles on the Premises for reclamation. Landlord may grant a written exception to this requirement for areas where effective stormwater management is a challenge.

j. OVERBURDEN. If overburden is stripped, it must be stockpiled separately from topsoil and other materials. Tenant must make reasonable efforts to minimize the amount of cobbles and boulders included in topsoil and overburden stockpiles. Topsoil, overburden, and other materials must not be placed or stockpiled over aggregate resources without advance written approval from Landlord.

14. MINING OPERATIONS.

a. MINING SEQUENCE. Tenant's mining operations on the Premises must follow a reasonable and prudent sequence that avoids waste of aggregate resources or causes aggregate resources to become unusable by covering, over-mixing and contaminating, or making portions unreachable.

b. ANNUAL LANDLORD MEETINGS. If Tenant's mining operations on the Premises extend over multiple mining seasons, Landlord and Tenant must meet at the Premises at least once annually to review topics including:

i. plans for developing a new mining phase or reclaiming an old mining phase,

ii. past activities, and

iii. mining and reclamation activities planned for the upcoming season.

c. NOTIFICATIONS. Tenant must notify Landlord prior to the start of mining operations on the Premises and prior to the end of each significant mining event.

d. SEASONAL DOWNTIME. At the conclusion of seasonal mining operations on the Premises, Tenant will leave the Premises in a safe and stable condition. Tenant must slope all working faces to a 1 horizontal to 1 vertical (1H:1V) or gentler slope at the completion of each significant mining event and at the end of the mining season. Tenant must round the upper slopes of pit walls to blend into existing contours for public safety. Tenant must not incorporate topsoil, overburden, vegetation or other deleterious materials into the slope. Tenant must reestablish vegetation where needed to prevent erosion and prevent the introduction of noxious weeds and other undesirable plants, or as otherwise directed by Landlord.

e. PREVENTING UNAUTHORIZED ACCESS. Tenant must place or maintain barriers as necessary, or as otherwise directed by Landlord, to prevent unauthorized vehicles from accessing the Premises. Tenant must, at its own expense, construct fencing along steep working faces, other unsafe areas, or as directed by Landlord.

f. DUST CONTROL. Tenant must, at its own expense, control dust from operations on the Premises and on roads leading to or from the Premises as needed and as otherwise directed by Landlord. Treatments such as water and liquid chlorides are permitted only with the advance written approval of Landlord and approval of the appropriate local road authority.

g. DE-ICING. Tenant must not use or mix de-icing chemicals or similar chemicals on the Premises without advanced written approval from Landlord.

h. LANDLORD ACCESS. Landlord, acting through its designated agents or employees, retains the right to enter the Premises and travel through the Premises for access to other state land. Tenant must provide a ramp or other means of ingress and egress from the Premises directed by Landlord.

i. STORMWATER CONTAINMENT. Tenant must contain stormwater within the pit and not allow sediments to wash onto non-mining areas. Natural vegetated berms and contouring of the pit floor are the preferred methods of containing stormwater and sediments within the Premises. For those locations or instances when these methods are not practical or effective, Tenant must use other appropriate methods of stormwater containment.

j. STOCKPILES. Tenant must seed all topsoil and overburden stockpiles within 60 days of their placement or disturbance to prevent erosion and the introduction of noxious and other undesirable weeds. Tenant must use seed mixes approved by Landlord.

k. GROUNDWATER BUFFER. Mining must stay at least three feet above the water table on the Premises. An exception to this general buffer is allowed for Tenant to contour the pit floor and create a low area, not to extend into the water table, to facilitate management of stormwater in the pit. Prior to final reclamation, Tenant must backfill to restore the pit floor to a level at least three feet above the water table, unless directed otherwise by Landlord.

l. PROCESSING. Landlord must give advance written approval before Tenant can operate a bituminous plant on the Premises. Tenant must submit to Landlord plans for setup, operation, and removal of the plant as well as copies of any applicable permits. If Tenant receives Landlord’s written approval, Tenant must operate the bituminous plant on the Premises in a temporary manner and must comply with all applicable laws regarding operation of the plant.

m. OPERATING HOURS. Tenant's hours of operation on the Premises are limited to 6:00 a.m. to 8:00 p.m. Monday through Saturday. All operations must be suspended on Federal and State holidays.

n. EXPLOSIVES. Tenant cannot use or store explosives on the Premises.

15. RECLAMATION.

a. RECLAMATION STANDARD. Tenant must reclaim the Premises to create a natural-appearing and functioning landscape that is safe, stable, non-eroding, nonpolluting, and has value for timber production, recreation, and possible alternative future revenue options.

b. RECLAMATION SEQUENCING. As mining advances, Tenant must implement progressive and phased reclamation on portions of the Premises that are fully depleted, even as mining continues in other areas of the Premises. To enable phased reclamation, Landlord may limit the area that Tenant can actively mine at a given time.

c. SLOPING. Tenant must reclaim all banks and other previously disturbed areas eligible for permanent reclamation (i.e., portions that are fully depleted of aggregate) to a slope of 3 horizontal to 1 vertical (3H:1V) or gentler. Tenant may use overburden and unmarketable earth materials to establish final 3H:1V slopes. Tenant must round all slopes to blend with existing contours.

d. APPLYING SALVAGED MATERIALS. Tenant must spread overburden, subsoils, and topsoil in the relative order they were stripped during preparation to improve moisture and nutrient retention resulting in healthier vegetation. Tenant must preferentially spread topsoil on slopes or areas near existing wetlands and areas most susceptible to erosion. Tenant must avoid excessive compaction of topsoil after placement.

e. SEEDING. Tenant must reestablish vegetation in the first growing season after the area of the pit is permanently reclaimed or becomes inactive. Tenant must use specific plant species, tree seedlings, seed mixes, fertilizer, and mulch rates as directed by Landlord. Prior to seeding the Premises, Tenant shall prepare areas affected by Tenant's activities so the areas are non-eroding and weed-free.

f. OTHER RESTORATION. Tenant must remove access roads, haul roads, and ditch crossings and rehabilitate the affected areas to pre-mining conditions at the conclusion of mining or lease termination or as otherwise directed by Landlord.

g. UNUSED LARGE ROCK. Tenant must not scatter or bury uncrushed rock (such as coarse rejects and boulders). Tenant must stockpile uncrushed rock on the Premises to remain accessible for future use.

h. UNUSED PROCESSED MATERIALS. Processed materials remaining on the Premises at lease expiration, cancellation, or termination become property of Landlord and must not be scattered or buried. No refunds will be issued.

16. MAINTENANCE. Tenant will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. Tenant must remove concrete, asphalt, and similar materials, and scrap materials from the Premises periodically as they accumulate and prior to expiration, cancellation, or termination of the lease. Tenant must not bury anything on the Premises. No timber beyond that for which Timber Damages are being paid may be cut, used, removed or destroyed by Tenant without first obtaining written permission from Landlord. Additional timber damage fees may apply.

17. UTILITIES. Tenant will pay for utilities furnished on the Premises, if any.

18. ALTERATIONS AND MECHANIC's LIENS. Tenant may not make changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of Landlord. Any changes, alterations or improvements in or to the Premises will be at Tenant's sole expense. Tenant has no right to subject the interest of Landlord in the Premises to any mechanic's liens, material liens or other liens of any nature, and Tenant must have any such lien discharged within ten (10) days after the recording of the lien. Tenant will be liable to Landlord for Landlord's costs and attorneys' fees incurred relating to mechanic's liens and other liens.

19. COMPLIANCE WITH LAWS. Tenant must comply with all applicable laws and pay for all licenses and permits as may be required by its use of the Premises. This lease does not relieve the Tenant of any obligations imposed by law.

20. ENVIRONMENTAL. Tenant will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written consent of Landlord. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. Tenant agrees to hold harmless and indemnify Landlord from any and all damages, costs, fines and expenses that might arise because of Tenant's violation of this provision. This provision will survive the termination of this lease.

21. LEAK AND SPILL MITIGATION. Tenant must avoid leaks of fuel, oil, hydraulic fluid, and coolant from equipment on the Premises. Tenant must maintain and provide a spill kit on the Premises when there is potential for spills or leaks to occur. Tenant must immediately contain and properly remediate any leaks or spills, and immediately report them to the appropriate authority and Landlord.

LEASE RENEWAL:

22. RENEWAL REQUEST. If Tenant wishes to request a renewal of this lease, Tenant must submit a written renewal request to Landlord at least thirty (30) days before the Termination Date. Tenant must be in good standing and not in default under this lease for Landlord to consider a lease renewal.

23. INTERIM PERIOD DURING RENEWAL PROCESSING. If the parties agree to renew this lease, the lease renewal may not be fully processed and executed before the Termination Date of this lease. This is due to the nature of the reporting and payment timelines under this lease, including Landlord needing to reconcile and verify Tenant's final reports and payments. If the lease renewal is not in effect prior to the Termination Date of this lease, the parties' intent is for the terms of this lease to automatically extend to the earlier of (i) up to ninety (90) days or (ii) to the effective date of the lease renewal to govern the parties' relationship during such period.

24. CROSS DEFAULT WITH RENEWAL. If the parties enter into a lease renewal, a default by Tenant under this lease will be considered a default under the renewed lease, in addition to a default under this lease, and Landlord may enforce all rights and remedies under this lease and/or the renewal lease.

TERMINATION AND ASSIGNMENT:

25. TERMINATION. This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. §92.50 may be canceled for just cause at any time by Landlord upon six months written notice.

Tenant will, on the Termination Date, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the Landlord in as good condition and repair as on the Effective Date, with due consideration given to the nature of this lease being for earth materials removal and Tenant's reclamation obligations. If Tenant fails to surrender the Premises on the termination of this lease, Landlord may eject or remove Tenant from the Premises, and Tenant will indemnify Landlord for all expenses incurred by the Landlord. In addition, Tenant will remove all Tenant's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of by Landlord according to law. Upon demand, Tenant will pay to Landlord all of Landlord's expenses incurred in connection with Landlord's disposition of Tenant's personal property. Tenant's obligations under this section will survive termination of the lease.

If this lease is terminated prior to the Termination Date, Tenant will not be relieved of any obligation incurred prior to termination.

26. HOLDOVER. Tenant will pay to Landlord a sum equal to the Annual Materials Prepayment plus fifty (50) percent of the Annual Materials Prepayment, divided by twelve, for each calendar month that Tenant holds the Premises after termination of this lease without authorization by Landlord. This sum will be liquidated damages for the wrongful holding over. Tenant acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.

27. TRANSFERS. This lease will extend to, and bind the successors, heirs, legal representative and assigns of Landlord and Tenant. In addition, Tenant may not without Landlord's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon Tenant's interest by operation of law; c) sublet the Premises or any part thereof: d) except as expressly allowed by section 10.e., permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant.

DEFAULT:

28. DEFAULT BY TENANT. If Tenant defaults in any of its promises or covenants under the lease and fails to cure the same within thirty (30) days after receipt of written notice of default from Landlord, Landlord may exercise one or more of the following remedies, or any other remedy available at law or in equity:

    a. Terminate the lease and recover from Tenant all damages it has incurred by reason of such breach;

    b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the lease or releasing Tenant from its obligations under the lease; or

    c. Re-let the Premises without terminating the lease. All amounts received from such re-letting must be applied: first, to the payment of any costs of re-letting, and second, to the payment of fees due and owing under this lease. If the amount received from re-letting in any month is less than the amount of fees to be paid by Tenant, Tenant will pay any such deficiency to Landlord upon demand.

29. SELF-HELP RIGHT. If Tenant defaults in the performance of any term of this lease, Landlord, in addition to any other rights and remedies it has under this lease and without waiving such default, may perform the same for the account of and at the expense of Tenant (but must not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that Landlord gives written notice to Tenant of its intention to do so. Tenant must pay upon demand bills for all amounts paid by Landlord and all losses, costs and

expenses incurred by Landlord in connection with any such performance by Landlord pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by Landlord for any property, material, labor or services provided by Landlord to Tenant.

LIABILITY:

30. LIABILITY. This lease will not be construed as imposing any liability on the Landlord for injury or damage to the person or property of Tenant 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. Tenant will indemnify and hold harmless Landlord from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.

31. LIABILITY INSURANCE. Tenant must procure liability insurance, naming the State of Minnesota as additional insured in the amount of at least $500,000 per individual and $1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, Tenant must provide Landlord with a certificate of insurance indicating the required coverage, and Tenant must periodically provide Landlord with evidence of insurance as Landlord may request. The policy must provide that Landlord be notified ten days prior to the cancellation or termination of the policy. Tenant must be required to maintain such insurance to the full extent of the amounts specified in Minn. Stat. §3.736 which amounts must be incorporated herein by reference. If those amounts are changed following execution of this lease, Tenant must provide whatever amount of insurance is required by that change within 30 days after Landlord notifies Tenant of the change.

32. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to Tenant or its occupants or visitors must be there at the sole risk of Tenant or such other person only, and Landlord will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

MISCELLANEOUS:

33. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises, and Landlord will not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

34. NO WAIVER. No delay on the part of Landlord in enforcing any conditions in this lease, including termination for violation of the terms of this lease, must operate as a waiver of any of the rights of Landlord.

35. NOTICES. Any notice given under this lease must be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service must be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on Landlord must be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on Tenant at the Tenant's Address.

36. CONSTRUCTION OF LEASE. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of Landlord and Tenant here is that the remaining parts of this lease must not be affected thereby.

37. AUDIT. Landlord is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of Tenant (whether in hard copy or electronic format) regarding this lease must be subject to reasonable examination by Landlord and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the lease and for a minimum of six (6) years after the lease's expiration or termination.

38. BOND FINANCED PROPERTY. If Landlord used General Obligation bonds to purchase, construct, or improve the Premises, Tenant agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.

39. ADDITIONAL TERMS: See the attached Exhibit A (Map), Exhibit B (Additional Terms), Exhibit C (Invasive Species), and Exhibit D (Production Reports), which are made a part of this lease.

The parties sign this lease on the date next to their respective signatures below.

LANDLORD:
STATE OF MINNESOTA DEPARTMENT OF NATURAL RESOURCES
Joey A. Rokala

Authorized Signature for Commissioner	Date

REGIONAL MANAGER
LANDS AND MINERALS DIVISION

TENANT:
Itasca County Transportation Department

Authorized Signature & Title	Date
Assistant Co. Eng.	5/18/26
Printed Name RYAN SUTHERLAND	
Current Area Code & Phone Number 218 327-2833	
Current Email Address ryan.sutherland@co.itasca.mn.us	

Exhibit A

<u>Map</u>

Lease for Removal of Earth Materials LEAR000904

Exhibit B

Additional Terms and Conditions

Lease for Removal of Earth Materials LEAR000904

1. TENANT shall maintain a 50-foot no disturbance buffer from the property boundary of the Premises. TENANT shall ensure that all required sloping occurs outside the setback.

2. TENANT shall maintain a 75-foot no disturbance buffer from the open water.

3. Notwithstanding Term 14.k., mining below the water table in specific areas is allowed with written approval of the LANDLORD.

4. TENANT shall suspend crushing operations on Memorial Day and Labor Day weekends unless approved in advance by the LANDLORD. Crushing for paving and larger road reconstruction projects is an exception to this requirement.

5. Access to the Premises is shared with snowmobile traffic during the winter months. If 4-inches of snow are present, the TENANT shall maintain a 4-inch (minimum) snow base when using the access road for operations.

6. When trucks and heavy equipment are using the access route, TENANT shall place temporary cautionary signage meeting MnDOT specifications to warn trail users.

7. TENANT shall apply Minnesota State Standard Native Seed Mixture 36-311 (Woodland Edge Northeast) when permanently reclaiming upland areas.

8. The TENANT shall notify the LANDLORD when expanding active mining to new areas within the Premises. The TENANT shall pay for additional timber damages, assessed by the LANDLORD, and reconciled in advance by an informal timber sale through the local DNR Forestry office.

Exhibit C

Additional Terms and Conditions on Control of Invasive Species

Lease for Removal of Earth Materials LEAR000904

Check all that apply	
☐	(1) This site is infested with ☐ gypsy moth, ☐ emerald ash borer, ☐ Asian long horned beetle, ☐ other invasive disease or insect ____________________. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx
☐	(2) This site is infested with ☐ oak wilt, ☐ Dutch elm disease, ☐ sirex wood wasp, ☐ other invasive plant disease or non-regulated insect ____________________. ☐ Girdle the marked trees and leave them on site. ☐ Do not haul infected trees between April 1st and Nov 1st. ☐ Other ____________________.
☐	(3) This site is infested with ☐ buckthorn, ☐ garlic mustard, ☐ other invasive plant, ☐ exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
☐	(4) This site is infested with ☐ buckthorn, ☐ amur or Norway maple, ☐ peashrub, ☐ honeysuckle, ☐ multiflora rose, ☐ Russian olive, ☐ other: ____________________. When cutting: ☐ chip, ☐ pile and burn rather than scattering the tops of invasive species.

Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT
Lease for Removal of Earth Materials LEAR000904
January 1, 2026 through November 15, 2026

In compliance with the above lease between Itasca County Transportation Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the reporting period of January 1, 2026 through November 15, 2026.

Report of Materials Removed from the Premises

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
SENE-36-60N-25W-Itasca	Gravel, High Value / cubic yard		
SENE-36-60N-25W-Itasca	Uncrushed Rock, Common / ton		
SENE-36-60N-25W-Itasca	Boulders, Common / ton		
NENE/1-36-60N-25W-Itasca	Gravel, High Value / cubic yard		
NENE/1-36-60N-25W-Itasca	Uncrushed Rock, Common / ton		
NENE/1-36-60N-25W-Itasca	Boulders, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Itasca County Transportation Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert "0" if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a ***legible*** copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Aggregate Specialist, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.

Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT
Lease for Removal of Earth Materials LEAR000904
January 1, 2027 through November 15, 2027

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SENE-36-60N-25W-Itasca	Boulders, Common / ton		
NENE/1-36-60N-25W-Itasca	Gravel, High Value / cubic yard		
NENE/1-36-60N-25W-Itasca	Uncrushed Rock, Common / ton		
NENE/1-36-60N-25W-Itasca	Boulders, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Itasca County Transportation Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert “0” if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a ***legible*** copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Aggregate Specialist, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.

Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT
Lease for Removal of Earth Materials LEAR000904
January 1, 2028 through November 15, 2028

In compliance with the above lease between Itasca County Transportation Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the reporting period of January 1, 2028 through November 15, 2028.

Report of Materials Removed from the Premises

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
SENE-36-60N-25W-Itasca	Gravel, High Value / cubic yard		
SENE-36-60N-25W-Itasca	Uncrushed Rock, Common / ton		
SENE-36-60N-25W-Itasca	Boulders, Common / ton		
NENE/1-36-60N-25W-Itasca	Gravel, High Value / cubic yard		
NENE/1-36-60N-25W-Itasca	Uncrushed Rock, Common / ton		
NENE/1-36-60N-25W-Itasca	Boulders, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Itasca County Transportation Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert “0” if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a ***legible*** copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Aggregate Specialist, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.

Exhibit D

SUPPLEMENTAL EARTH MATERIALS PRODUCTION REPORT
Lease for Removal of Earth Materials LEAR000904
November 16 through December 31 for years 2026, 2027 and 2028

In compliance with the above lease between Itasca County Transportation Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the supplemental reporting period (November 16 - December 31).

Date of Final Material Removal: ____
Insert Date (mm/dd/yyyy)

Report of Materials Removed from the Premises (November 16 - December 31)

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
SENE-36-60N-25W-Itasca	Gravel, High Value / cubic yard		
SENE-36-60N-25W-Itasca	Uncrushed Rock, Common / ton		
SENE-36-60N-25W-Itasca	Boulders, Common / ton		
NENE/1-36-60N-25W-Itasca	Gravel, High Value / cubic yard		
NENE/1-36-60N-25W-Itasca	Uncrushed Rock, Common / ton		
NENE/1-36-60N-25W-Itasca	Boulders, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Itasca County Transportation Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. Complete this Supplemental Earth Materials Production Report in 2026, 2027 and 2028 if any material has been removed between November 16 and December 31 for the respective year. In each box above, enter the total quantity removed during the reporting period. Insert “0” if there was no production.
2. This form must be completed, signed, and returned to the DNR by December 31 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a legible copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Aggregate Specialist, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-428

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Jason Alstad

AGENDA ITEM:
Bid Award for County Project 2026-03

BOARD ACTION REQUESTED:
Award County Project 2026-03 Crushing, Hauling and Placement of Aggregate Surfacing on CR 252, CSAH 42, CSAH 68, CR 469 to Hawkinson Construction Co., Inc. and authorize the required signatures on the contract documents.

BACKGROUND: This project includes the production, hauling, placing, grading and compacting of 31,413 tons of Aggregate Surfacing Class 1 material on CR 252, CSAH 42, CSAH 68 & CR 469.

Bids were opened on May 26, 2026, at 1:00 pm. Results of that opening are below:

Engineers Estimate:	$565,435.20
Hawkinson Construction Co. Inc.	$576,742.62
DLL Excavating, Inc.	$617,912.20
KGM Contractors, Inc	$926,077.20

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. CONTRACT 202603 - unsigned

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

CONTRACT NUMBER 202603
County Project 2026-03

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

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

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this June 2, 2026, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and Hawkinson Construction Co, Inc. of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of County Project 2026-03 located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after June 8, 2026, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

September 26, 2026

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

Dated at 4:00 P.M. , this 2nd , day of June , 2026

County of Itasca

By: ______________________________

Cory Smith, Chairperson County Board

____

Austin Rohling, County Auditor / Treasurer

Contractor

By: ______________________________

Hawkinson Construction, Inc   Contractor

Approved as to form and execution this ____________ Day of ____________________________ , 2026

____

County Attorney

____

Brett Skyles, Clerk of County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-432

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER:

AGENDA ITEM:
Pokegama Lake Snowmobile Trail Fencing Contract

BOARD ACTION REQUESTED:
Approve service contract by and between Itasca County and ESS Brothers & Sons, Inc., and authorize necessary signatures.

BACKGROUND:
ESS Brothers & Sons, Inc. was selected as the lowest responsible quotation on the project. ESS Brothers & Sons, Inc. was the original fencing company that worked with MnDOT to put the fencing on the causeway in 2007.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Services Contract for Pokegama Fencing Project_06.02.2026

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

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ___ day of _____________, 20__, by and between the County of Itasca, herein called the "County," and ESS Brothers and Sons, Inc. , a corporation organized and existing under the laws of the State of Minnesota, located at 9350 CR 19 Loretto, MN 55357, 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 fencing design, fabrication and installation services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from June 2nd, 2026 to October 31st, 2026 , inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit(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 $57,840.00 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, as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

	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, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

J.1.6.1 Bodily injury by:

	Limit
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 cases by case basis)

J.1.8 Indemnification Clause

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

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

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

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn.

Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

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

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

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

U.1 EXECUTION

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

Dated this ______ day of ____________________, __________ .

ESS BROTHERS & SONS, INC.	COUNTY OF ITASCA, MINNESOTA
By: ______________________________	By: ______________________________
Title: __________________________	County Board Chair

POKEGAMA LAKE SNOWMOBILE TRAIL
PERMANENT FENCING PROJECT

Itasca County is requesting fencing design, fabrication, and installation services from ESS Brothers and Sons, Inc. to install a permanent fence in place of a temporary chain link fence along the Pokegama Causeway snowmobile/bike trail.

TERM OF AGREEMENT:

A. Effective Date: June 2nd, 2026, or date of "Notice to Proceed", whichever is later.
B. Expiration Date: October 31st, 2026

1. SCOPE OF PROJECT

This project primarily focuses on enhancing an existing trail, specifically addressing the installation of a more permanent safety fence along a 240-foot section of the trail near Pokegama Lake. This project consists of establishing the same ornamental fencing that was installed during the Pokegama Causeway construction in 2007.

2. PROJECT PHASES

Phase I – Design Services

Site observation visit & client Meeting

A. VENDOR shall meet onsite to review the project scope and complexity, design criteria, related requirements, view existing conditions and gather data from the County.

Preliminary and Background Drawings

A. VENDOR will provide background and draft drawings for owner's review and approval.

Phase II – Fabrication

A. VENDOR will notify County of fabrication timeline.

Phase III – Delivery and Installation

A. VENDOR will notify County of estimated delivery date.
B. VENDOR will work with Land Department Staff to help with the information needed to submit a MnDOT Miscellaneous Work in Right of Way permit
C. Vendor must give three days' notice to the County prior to commencement of work. If either party suspends work on the contract for periods of longer than two weeks, the three-day notice must be given again.

Phase V – Project Close Out

Final inspection and Punch list

A. VENDOR will provide a final punch list to review final inspection.
B. VENDOR will provide a final inspection with the contractor and Itasca County.
C. VENDOR will review close-out documents and warranties with Itasca County Land Department.

D. VENDOR will process final pay requests and provide documentation to the County for grant reimbursements.

3. DELIVERABLES BY VENDOR:

A. COUNTY'S Authorized Agent has the authority to update and adjust all project schedules when necessary.

4. TERMS OF PAYMENT:

A. Retainage: Payments to VENDOR will be made based on invoices submitted monthly.

B. VENDOR will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.

C. Definition of "hourly not to exceed": VENDOR shall be paid for every hour that employees of the VENDOR are actually performing work on the project. The hourly rates for all employees shall be identified in Figure II as provided by the VENDOR. VENDOR shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses etc. as set forth in figure II of the agreement. The entire above are subject to the "not to exceed" amount of **$57,840.00**.

5. VENDOR PERSONNEL:

A. VENDOR'S key personnel, will include:

1. Name: Ryan Bramwell
   Title:
   Address: 9350 CR 19
   Loretto, MN 55357
   Phone: 763-478-2027
   Email: ryan@essbrothers.com

2. Name: Bryan Vlasak
   Title: Fabrication Lead
   Address: 9350 CR 19
   Loretto, MN 55357
   Phone: 763-478-2027
   Email: bryan@essbrothers.com

6. COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER

A. COUNTY'S Authorized Agent, or his/her successor, will be:

1. Name: Kory Cease
   Title: Itasca County Land Commissioner
   Address: 1177 LaPrarie Ave.

Grand Rapids, MN 55744
Phone: 218-327-2855
Fax: 218-327-4160
Email: kory.cease@co.itasca.mn.us

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

C. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

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

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

7. ADDITIONAL SPECIAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

A. Contract is subject to Buy America, prevailing wage and DBE provision requirements.
   1. For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

B. Buy American Preferences (Title 49 U.S.C., Chapter 501)
   1. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
      a) Steel and Manufactured Products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
      b) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

   c) Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
2. Contractor will be required to assure that only domestic steel and manufactured products will be used by the subcontractors, materialmen, and suppliers in the performance of this Contract, except those:
   a) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
   b) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
   c) that inclusion of domestic material will increase the cost of the overall Project Contract by more than 25 percent.
3. Buy American Certificate
   a) By submitting a Bid/Proposal under this solicitation, except for those items listed by the Contractor on a separate and clearly identified attachment to the Bid/Proposal, the Contractor certifies that steel and each manufactured product is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.
   b) Contractors may obtain from the Owner a list of articles, materials, and supplies accepted from this provision.

C. DBE Provision forms addressed on following pages.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 31

County Name: ITASCA

Effective: 2025-12-22

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: ITASCA (31)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-12-22	34.87	25.96	60.83
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-12-22	34.87	25.96	60.83
103*	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2025-12-22	31.66	22.78	54.44
104	FLAG PERSON	2025-12-22	29.33	22.72	52.05
105*	WATCH PERSON	2025-12-22	25.58	22.17	47.75
106*	BLASTER	2025-12-22	26.28	20.62	46.90
107*		2025-12-22	44.31	28.08	72.39

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	PIPELAYER (WATER, SEWER AND GAS)				
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-12-22	42.31	28.08	70.39
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2025-12-22	29.33	22.72	52.05
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2025-12-22	23.03	18.42	41.45
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2025-12-22	46.51	29.10	75.61
202*	BOOM TRUCK	2025-12-22	47.25	29.40	76.65
		2026-05-04	48.52	31.00	79.52
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2025-12-22	24.45	1.83	26.28
204	OFF-ROAD TRUCK	2025-12-22	39.17	21.70	60.87

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
205*	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-12-22	26.91	19.87	46.78

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2 *		2025-12-22	47.24	29.40	76.64
		2026-05-04	48.71	31.00	79.71
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3 *		2025-12-22	46.61	29.40	76.01
		2026-05-04	48.05	31.00	79.05
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4 *		2025-12-22	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
345	GPS REMOTE OPERATING OF EQUIPMENT				
347	HYDRAULIC TREE PLANTER				
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357	PUGMILL				
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360	SCRAPER				
361	SELF-PROPELLED SOIL STABILIZER				
362	SLIP FORM (POWER DRIVEN) (PAVING)				
363	TIE TAMPER AND BALLAST MACHINE				
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
GROUP 5 *		2025-12-22	41.36	26.40	67.76
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379	POWER ACTUATED JACK				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6		2025-12-22	38.06	25.00	63.06
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389	DREDGE DECK HAND				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				

COMMERCIAL POWER EQUIPMENT OPERATOR

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 1		2025-12-22	52.39	29.40	81.79
		2026-05-04	54.21	31.00	85.21
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2		2025-12-22	51.99	29.40	81.39
		2026-05-04	53.79	31.00	84.79
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3		2025-12-22	50.34	29.40	79.74
		2026-05-04	52.08	31.00	83.08
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE UP TO 200 FEET				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4		2025-12-22	49.95	29.40	79.35
		2026-05-04	51.68	31.00	82.68
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5		2025-12-22	47.25	29.40	76.65
		2026-05-04	48.52	31.00	79.52
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6 *		2025-12-22	45.50	29.40	74.90
		2026-05-04	46.71	31.00	77.71
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7		2025-12-22	44.18	29.40	73.58
		2026-05-04	45.34	31.00	76.34
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8 *		2025-12-22	41.83	29.40	71.23
		2026-05-04	42.90	31.00	73.90
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS					
GROUP 1 *		2025-12-22	31.59	23.70	55.29
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2 *		2025-12-22	39.15	24.70	63.85
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3		2025-12-22	39.03	24.70	63.73
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4 *		2025-12-22	38.74	24.70	63.44
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2025-12-22	53.18	23.78	76.96

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
702	BOILERMAKERS	2025-12-22	48.35	31.93	80.28
703	BRICKLAYERS	2025-12-22	44.22	37.38	81.60
		2026-05-04	48.22	37.38	85.60
704	CARPENTERS	2025-12-22	39.11	28.57	67.68
		2026-05-04	42.61	28.57	71.18
705*	CARPET LAYERS (LINOLEUM)	2025-12-22	44.50	27.40	71.90
		2026-06-01	48.00	27.40	75.40
706	CEMENT MASONS	2025-12-22	41.83	22.57	64.40
707	ELECTRICIANS	2025-12-22	45.83	32.89	78.72
		2026-05-31	47.62	33.70	81.32
708*	ELEVATOR CONSTRUCTORS	2025-12-22	62.52	45.36	107.88
		2026-01-01	65.21	46.21	111.42
709	GLAZIERS	2025-12-22	38.76	28.09	66.85
		2026-05-04	41.76	28.09	69.85
710*	LATHERS	2025-12-22	38.85	25.40	64.25
712	IRONWORKERS	2025-12-22	42.89	37.78	80.67
		2026-05-03	46.79	37.78	84.57
714	MILLWRIGHT	2025-12-22	39.18	25.33	64.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-12-22	38.77	28.05	66.82
		2026-05-04	41.77	28.05	69.82
716*	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-12-22	47.71	31.98	79.69
717	PIPEFITTERS . STEAMFITTERS	2025-12-22	48.12	28.33	76.45
		2026-05-01	51.87	28.33	80.20

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
718	PLASTERERS	2025-12-22	40.84	26.48	67.32
		2026-05-01	43.72	26.48	70.20
719	PLUMBERS	2025-12-22	48.12	28.33	76.45
		2026-05-01	51.87	28.33	80.20
720	ROOFER	2025-12-22	41.64	20.44	62.08
		2026-04-27	43.89	20.44	64.33
		2026-10-26	45.14	20.44	65.58
721	SHEET METAL WORKERS	2025-12-22	45.26	31.14	76.40
		2026-05-01	48.76	31.14	79.90
722	SPRINKLER FITTERS	2025-12-22	45.93	27.26	73.19
		2026-04-01	48.71	28.56	77.27
723*	TERRAZZO WORKERS	2025-12-22	48.27	24.14	72.41
724	TILE SETTERS	2025-12-22	39.67	32.65	72.32
		2026-05-01	43.77	32.65	76.42
725*	TILE FINISHERS	2025-12-22	28.75	22.32	51.07
		2026-05-01	32.03	22.32	54.35
726	DRYWALL TAPER	2025-12-22	38.77	28.05	66.82
		2026-05-04	41.77	28.05	69.82
727	WIRING SYSTEM TECHNICIAN	2025-12-22	51.07	24.02	75.09
		2026-07-02	54.44	24.02	78.46
728	WIRING SYSTEMS INSTALLER	2025-12-22	35.78	19.15	54.93
		2026-07-02	38.15	19.15	57.30
729*	ASBESTOS ABATEMENT WORKER	2025-12-22	39.58	24.94	64.52
		2026-01-01	40.83	26.69	67.52
730	SIGN ERECTOR	2025-12-22	34.91	20.31	55.22

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE

DEPARTMENT OF TRANSPORTATION

Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
State Project Number: 0014-25-2A	**This contract uses the following project delivery method:** ☐ Design-bid-build (DBB) ■ Design-build (DB) ☐ Construction Manager/General Contractor (CM/GC) **OR** ☐ This is a professional-technical (PT) services contract
This contract will be solicited and administered by: ☐ The Minnesota Department of Transportation (MnDOT) ■ A local governmental unit	

Introduction

Federal Regulations Govern. Some or all of the funds for this contract will come from the U.S. Department of Transportation (USDOT). Therefore, the federal Disadvantaged Business Enterprise (DBE) program described at Title 49, Part 26 of the Code of Federal Regulations (CFR) applies to this contract. The responder is responsible for understanding and following the requirements of 49 CFR Part 26.

Purpose. These special provisions (1) outline the responder's obligations under the federal DBE program, (2) explain the process MnDOT Office of Civil Rights (OCR) will follow to evaluate the responder's compliance with DBE program requirements, and (3) identify sanctions for failing to comply with DBE program requirements. These provisions apply *in addition to* any other requirements applicable to award of this contract.

Policy Statement. MnDOT must ensure nondiscrimination in the award and administration of federally eligible highway projects. The DBE program seeks to:

- Create a level playing field on which DBEs can compete fairly for federally eligible highway projects,
- Operates in a nondiscriminatory manner,
- Ensure that only eligible firms are permitted to participate as DBEs,
- Help remove barriers to the participation of DBEs in federally eligible highway projects, and
- Provide flexibility in establishing and providing opportunities for DBEs.

Contract Assurance. The USDOT requires MnDOT, as a recipient of federal funds, to include the following paragraph in contracts for federally funded projects. It applies to the responder, and the responder must also include it in subcontracts the responder executes for this project.

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

Application and Interpretation. Terms must be interpreted as follows.

- "Responder" refers to the bidder, apparent low bidder, proposer, or apparent successful proposer.
- "Proposal" includes a bid, proposal or price proposal.

- "CRL" refers to AASHTOWare Project Civil Rights and Labor Management System. For additional information about CRL, see **Attachment 5.**

DBE Directory. A directory of all certified DBEs in the state of Minnesota is available at the following link:

http://mnucp.metc.state.mn.us/Default.aspx

The Minnesota Unified Certification Program (MnUCP) maintains this directory. It is the definitive source of information regarding the DBE certification status of firms in Minnesota. Pursuant to 49 C.F.R. § 26.111, to qualify for credit toward the DBE goal, a DBE firm must be certified.

False Claims. The Federal False Claims Act (31 USC §§ 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 15C) apply to statements and certifications the responder makes in connection with the DBE program.

Before Contract Award

DBE Goal

The DBE conscious goal for this project is _____% or ☑DBE-Neutral

To be eligible for award of this contract, the responder must demonstrate that the responder has (1) obtained sufficient DBE participation to meet the DBE goal or (2) made adequate good faith efforts (GFE) to meet the DBE goal. The responder must submit the information specified in **Table A** in the time specified in **Table B**. If the contract has a specific numerical DBE participation goal, all responders must include their DBE commitment for the contract at the time the proposal is submitted. If the responder does not properly document the responder's efforts or submit timely and complete documentation to MnDOT OCR, MnDOT must reject the responder's bid.

DBE-Neutral Goal

If the DBE goal is DBE-Neutral (DBEN), all responders are encouraged to include their anticipated DBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with a DBEN goal.** While DBE participation is encouraged on proposals with a DBEN goal, responders are not required to submit GFE documentation specified in **Table A, other than the information page (Parts A-C) and the Bidders' lists (Parts D and E) of Exhibit B, the GFE Consolidated form.** Payment information described in **Table C** is required on **all projects**.

DBE Credit

DBE work may be counted toward the DBE goal for any of the following activities:

- to qualify for credit toward the DBE goal, a DBE firm must be certified on or before the proposal due date.
- hiring a DBE as a subcontractor or consultant to do project work,
- purchasing materials from a DBE (typically one hundred percent of the manufacturer's contracted amount, sixty percent of the supplier's contracted amount, or forty percent of the distributor's contracted amount will count toward the goal),
- leasing equipment from a DBE,
- entering into a joint venture with a DBE, or
- if the responder is an eligible DBE, the responder may count all work being self-performed towards the subcontractor goals on this project.

DBE credit is counted for work actually performed by a DBE. The DBE must perform a commercially useful function. **Attachment 1** describes how MnDOT will count DBE credit and how MnDOT will determine whether a DBE performs a commercially useful function.

Table A – What to Submit to MnDOT	
☐ **Design-bid-build administered by MnDOT** ☐ **Construction Manager/General Contractor administered by MnDOT** ☐ **Design-build administered by MnDOT**	■ **Construction Contract administered by local governmental unit** ☐ **PT contract administered by MnDOT or local governmental unit**
IF THE DBE GOAL IS MET	**IF THE DBE GOAL IS MET**
• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, and I of the GFE consolidated form. • The responder must submit their bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts D and E of the GFE consolidated form.	• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, D, E, and I of the GFE consolidated form.
IF THE DBE GOAL IS NOT MET	**IF THE DBE GOAL IS NOT MET**
• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, F, G, H and I of the GFE consolidated form. • The responder must submit the bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts D and E of the GFE consolidated form. • Any additional information that will help explain the responder's efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal).	• Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. • Parts A, B, C, D, E, F, G, H and I of the GFE consolidated form. • Any additional information that will help explain the responder's efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal).

Table B – When and How to Submit Information to MnDOT	
☐ Design-bid-build	**☐ Professional-technical**
Date and Time The submission due date is the 5th calendar day after the bid due date. **Format and Location** The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.	**Date and Time** The submission due date is the 5th calendar day after the successful responder is notified by MnDOT. **Format and Location** The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.
☐ Construction Manager/General Contractor	**■ Design-build**
Date and Time The submission is due on the date and time the price proposal is due. **Format and Location** The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.	**Date and Time** Civil Rights submission documents in Table A are due with the proposal. **Format and Location** See the Design-Build "Instructions to Proposers" for format and location delivery specifics.
On All Projects	
If the date the responder's submission is due is a Saturday, Sunday, federal holiday, or Minnesota state holiday, the documentation is due on the next calendar day that is not a Saturday, Sunday, federal holiday, or Minnesota state holiday.	

If the responder does not meet the DBE goal, MnDOT OCR will conduct a Good Faith Efforts (GFE) review to determine whether the responder made adequate GFE to meet the goal based on the documentation the responder has provided by the submission due date. The standards MnDOT OCR will use to evaluate GFE are described in **Attachment 2**. Also, if MnDOT OCR determines that the responder did not make adequate GFE to meet the goal, the responder will be deemed non-responsible. The responder may request an administrative reconsideration of that determination. The process for administrative reconsideration is described in Attachment 3.

After Contract Award

DBE Commitments, Termination, and Replacement

The DBE Description of Work and Field Monitoring Report (Exhibit A) commits the responder to using the specified DBEs to perform work or supply materials. This commitment is binding on the responder unless the responder requests and is granted prior written approval from MnDOT OCR. If the responder fails to use a specified DBE for the amount of compensation the responder has specified in the Exhibit A form, without requesting and receiving prior written approval from MnDOT OCR, the responder has materially breached this contract and may not be entitled to payment for the work or materials that were committed to be performed by the DBE.

MnDOT OCR will not approve the responder's request to terminate a DBE unless the responder (1) gives written notice to the DBE, with a copy to MnDOT OCR, of the responder's intent to request to terminate the DBE's subcontract or any portion of its work, (2) allow at least five business days for the DBE to advise the responder and MnDOT OCR of the reasons, if any, it objects to the proposed request to terminate or reduce its work, (3) demonstrate good cause to terminate the DBE as described in **Attachment 4.** The responder must complete the online form requesting approval of the termination of a DBE subcontract or any portion of its work. The responder must attach any supporting documentation to demonstrate good cause. Once approved, the responder should either replace the DBE with another DBE for at least as much compensation as the initially specified DBE or make GFE to do so. MnDOT OCR will use the GFE standards described in **Attachment 2** to determine whether the responder made GFE. MnDOT OCR may shorten the five-day DBE response period if there is a public necessity. The responder may request assistance from MnDOT OCR to identify available replacement DBEs.

If the responder is involved in a negotiated procurement with MnDOT, the responder must obtain written approval from MnDOT as described in this section before deleting or substituting a DBE the responder has identified as part of a negotiation package. The responder must notify MnDOT OCR of any changes or substitutions to DBE participation, including changes occurring during the negotiation phase of the contract.

DBE Commitments and Continuing Good Faith Efforts

It is the Prime's responsibility to meet its original commitments to DBE firms and make good faith efforts to meet the project goal, based on final contract amount. If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the full contract amount as modified by the change order. After contract award, the Contractor has a continuing obligation to make adequate good faith efforts to meet the DBE goal for the duration of the contract. Good faith efforts are explained in **Attachment 2**. To receive credit for DBE participation added after award, the responder must report the participation to MnDOT OCR and submit a DBE Description of Work and Field Monitoring Report (Exhibit A).

Prompt Payment to Subcontractors

The responder must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. "Satisfactorily completed" means all tasks identified in the subcontract have been accomplished and documented as required by MnDOT. If MnDOT has incrementally accepted a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The responder must report payment information as specified in **Table C**. **If the responder fails to comply with prompt payment requirements, including reporting requirements, the responder has materially breached this contract.** Furthermore, verification of the responder's final payment to each subcontractor is a condition of final clearance from MnDOT OCR.

<table>
<tr><th colspan="2">Table C – Required Payment Submissions</th></tr>
<tr><th>☐ Design-bid-build administered by MnDOT
☐ Construction Manager/General Contractor administered by MnDOT
☐ Design-build administered by MnDOT</th><th>■ Construction Contract administered by local gov't unit
☐ PT contract administered by MnDOT</th></tr>
<tr><td>Within 10 business days of the responder's receipt of MnDOT payment:
• the responder must pay its subcontractors
• the payment information to subcontractors should be entered via CRL no later than one calendar week after payment.

When final payment has been made to subcontractors:
• the responder must submit information about the responder's final payment to each subcontractor via CRL.
• the responder must submit a Total Payment Affidavit to ocrformsubmissions.dot@state.mn.us.</td><td>Within 10 business days of the responder's receipt of MnDOT or Local Government Unit payment:
• the responder must pay its subcontractors
• the responder must submit a Contractor Payment Form to MnDOT OCR on a monthly basis. All subcontractors, if they have lower tiered subcontractors, regardless of DBE status, are required to complete Contractor Payment Forms. The subcontractor should submit its Contractor Payment Form to the Prime Contractor, and the Prime Contractor must submit all Contractor Payment Forms to OCR.

When final payment has been made to all subcontractors:
• the responder must submit a Total Payment Affidavit and Final Contractor Payment Form to ocrformsubmissions.dot@state.mn.us.</td></tr>
</table>

Appendices

Explanatory Attachments
- Attachment 1 – Counting and Commercially Useful Function
- Attachment 2 – Good Faith Efforts Documentation and Standards
- Attachment 3 – Administrative Reconsideration
- Attachment 4 – Good Cause to Terminate a DBE
- Attachment 5 – Information about AASHTOWare Project CRL

Forms
- Exhibit A – DBE Description of Work and Field Monitoring Report
- Exhibit B – GFE Consolidated Form (Parts A-I)
- Exhibit C – Contractor Payment Form
- Exhibit D – Total Payment Affidavit
- Exhibit E – DBE Regular Dealer/Distributor Affirmation Form

Attachment 1 – Counting and Commercially Useful Function (CUF)

DBE Counting – Generally

(a) When a DBE participates in a contract, MnDOT will only count the value of the work actually performed by the DBE toward DBE goals.

1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate(s)).

2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that MnDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, MnDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 subpart D at the time of execution of the contract, MnDOT will not count the firm's participation toward any DBE goals, except as provided for in § 26.87(j) and § 26.55.

(d) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

(e) MnDOT will not count the participation of a DBE subcontractor toward the responder's final compliance with the responder's DBE obligations on a contract until the responder has paid the amount to the DBE.

DBE Counting – Materials and Supplies

(f) MnDOT will count the responder's expenditures with DBEs for materials or supplies toward DBE goals as follows.

1. MnDOT will count 100% of the cost of the materials or supplies toward DBE goals if the responder obtains the materials or supplies from a DBE manufacturer.

    A. For purposes of this section (f), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

2. If the responder purchases the materials or supplies from a DBE regular dealer, MnDOT will count 60% of the cost of the materials or supplies (including transportation costs) toward DBE goals.

   A. For purposes of this section (f), a regular dealer is a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold to or leased to the public in the usual course of business.

   B. Items kept and regularly sold by the DBE are of the "general character" when they share the same material characteristics and application as the items specified by the contract.

   C. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

   D. A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone or asphalt without owning and operating a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term operating lease agreement and not on an ad hoc or contract-by-contract basis[1].

   E. A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items per D above. If the DBE supplier of these items does not own or lease distribution equipment, as descried above, it is not a regular dealer.

   F. Packagers, brokers, manufacturers' representatives, or other persons who arrange, facilitate, or expedite transactions are not regular dealers within the meaning of this section (f).

3. If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

(g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer, a regular dealer, nor a distributor, MnDOT will count the entire amount of fees or commissions that MnDOT deems to be reasonable, including transportation charges for the delivery of materials or supplies. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

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[1] Credit associated with trucking is calculated differently than the delivery of materials or supplies performed as part of a regular dealer CUF.

Commercially Useful Function – Generally

(h) MnDOT will count expenditures of a DBE toward DBE goals only if the DBE performs a commercially useful function on the contract.

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MnDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.

3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, MnDOT must presume that it is not performing a commercially useful function.

4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. MnDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

5. MnDOT decisions regarding commercially useful function are subject to review by the concerned operating administration but are not administratively appealable to USDOT.

Commercially Useful Function – Trucking

(i) MnDOT will use the following factors to determine whether a DBE trucking company performs a commercially useful function.

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of the meeting DBE goals.

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

6. The DBE may also lease trucks without drivers from a non-DBE firm. If the DBE firm uses its own employees to drive the leased trucks, the DBE firm is entitled to credit for the full value of the hauling services.

7. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Attachment 2 – Good Faith Efforts Documentation and Standards

If the responder's DBE commitment falls short of the DBE goal, the responder must demonstrate adequate good faith efforts (GFE) in order to be eligible for contract award (49 CFR § 26.53). To demonstrate that the responder made adequate GFE, the responder must show documentation that the responder took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the responder were not fully successful.

The efforts employed by the responder should be those that one could reasonably expect the responder to take if the responder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the contract requirements. The GFE consolidated form, attached to these provisions as Exhibit B, provides a helpful start to the responder's documentation, **but the responder is not limited to the information specified in the consolidated form.**

When the responder submits GFE documentation, the responder must explain the relevance of any documents the responder submits that are not mentioned in these special provisions or the related forms. **Responder is encouraged to submit ALL information that supports good faith efforts with an explanatory narrative.** Only documentation provided to MnDOT OCR by the submission due date can be considered by MnDOT to determine GFEs.

Good Faith Efforts Evaluation

MnDOT will consider the actions listed below when evaluating the responder's GFE documentation. This list closely resembles a list in 49 CFR Part 26, Appendix A. The listed actions are consistent with GFE, but the list is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. MnDOT will also consider the performance of other bidders relative to the DBE goal. Other factors or types of efforts may be relevant in appropriate cases. MnDOT will make GFE determinations on a case-by-case basis.

(a) **Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract.** This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to DBEs that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.

(b) **Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved**. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

(c) **Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.**

(d) **Negotiating in good faith with interested DBEs.** It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) **Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.** The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

(f) **Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.**

(g) **Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.**

(h) **Effectively using the services of available community organizations; contractors' groups; local, State, and Federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.**

Notification of MnDOT Decision

After reviewing the responder’s GFE documentation and the performance of other bidders relative to the DBE goal, the Director of MnDOT OCR, or their designee, will determine whether or not the responder made adequate GFEs to meet the goal. The determination will be sent via email to the responder. If the Director determines that the responder failed to make adequate GFE, the responder may request an administrative reconsideration of that determination (49 CFR §26.53(d)).

Attachment 3 – Administrative Reconsideration

If the Director determines that the responder failed to make adequate good faith efforts (GFE), the responder may request administrative reconsideration of that determination (49 CFR §26.53(d)).

Requesting Reconsideration

The responder's request for reconsideration must be written and timely. Otherwise, the responder will be deemed to have waived the right to reconsideration.

The responder must send the request via email, MnDOT must **receive** it no later than the fifth business day after the responder receives notice of the Director's determination.

Reconsideration Process

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials. The Reconsideration Officials shall not have had any role in the original determination that the responder failed to meet the DBE goal or make adequate GFE to do so.

As part of the reconsideration process, the responder will have the opportunity to:

- Provide the Reconsideration Officials written documentation and arguments as to why the responder believe the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(1)).
- Meet with the Reconsideration Officials to explain why the responder believes the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(3)).

The Reconsideration Officials will reconsider the record documenting the GFE the responder made. The reconsideration process is a review of only the GFE the responder made as of the submission due date specified in **Table B**. GFE made after that date will not be considered.

MnDOT will provide the responder with a written decision **within 5 business days following the date the responder is scheduled to meet with the Reconsideration Officials**. The written decision will include an explanation of reasons for the decision. The decision is not subject to administrative appeal to the U.S. Department of Transportation (49 CFR § 26.53(d)(5)).

Attachment 4 – Good Cause to Terminate a DBE

The responder may not, without prior written approval from MnDOT OCR, terminate a DBE or any portion of its work listed in the original DBE commitment (submitted Exhibit A). When MnDOT or a local recipient initiates a termination or reduction of work the responder is not required to obtain prior written approval from OCR. Notification of the change to the DBE and OCR is still requested. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include, but are not limited to, when a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. MnDOT OCR will not approve a request to terminate or replace a DBE unless the responder demonstrates good cause to do so. In accordance with 49 CFR § 26.53(f)(3), good cause includes the following circumstances.

(a) The DBE subcontractor fails or refuses to execute a written contract;

(b) The DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work in the subcontract results from the bad faith or discriminatory action of the prime contractor;

(c) The DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

(d) The DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(e) The DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1,200 or applicable state law;

(f) OCR has determined that the DBE subcontractor is not a responsible contractor;

(g) The DBE subcontractor voluntarily withdraws from the project and provides to OCR written notice of its withdrawal;

(h) The DBE is ineligible to receive DBE credit for the type of work required;

(i) A DBE owner dies or becomes disabled with the result that the DBE contractor is unable to complete its work on the contract; or

(j) Other documented good cause that MnDOT OCR determines compels the termination of the DBE subcontractor.

Good cause does not exist if the responder seeks to terminate a DBE or any portion of its work represented in the responder's DBE commitment so the responder can self-perform or transfer to another subcontractor work originally committed to the DBE.

Attachment 5 – Information about AASHTOWARE Project CRL

General Information

AASHTOWare Project Civil Rights Labor (CRL) is a web-based system that currently allows contractors to submit electronic payroll, subcontract and subcontractor payment information, and Bidder/Quoter submittals.

Design-bid-build construction contracts let by MnDOT, advertised after July 1, 2013, report information through the CRL system.

More information regarding CRL requirements can be found in the MnDOT Standard Specifications for Construction: ***Electronic Submission of Payrolls and Statements and Bidders Lists for Federally Funded Projects.***

Registration and Training

Information on annual contractor training, vendor and user registration, system support, forms, and manuals can be found at:

https://www.dot.state.mn.us/const/labor/civil-rights-labor.html

MnDOT also provides access to a CRL Interactive E-learning Tool at:

https://www.dot.state.mn.us/onlinelearning/lcu/crl/

DEPARTMENT OF TRANSPORTATION

Exhibit A - DBE Description of Work and Field Monitoring Report

A contract will not be awarded to the Prime Contractor unless this form is submitted for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in **all of the applicable information in sections A through D and signed in section E.**

PLEASE PRINT CLEARLY OR TYPE. Pre-Award Commitment: ☐ Post-Award Commitment: ☐

Section (A): (All DBE subcontractors, including trucking firms, must complete this section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: ____________________ State Project Number: 0014-25-2A

Prime Contractor: ____________________ Phone #: ____________________

DBE Subcontractor: ____________________ Phone #: ____________________

Total Subcontract $: ____________________

DBE Participation Claimed: Percent _______% Amount $ ____________________

*Please see instructions to determine DBE Participation to claim.

Section (B): (All DBE subcontractors, including trucking firms and suppliers, must complete this section.)

1. List the work scopes to be performed and the associated North American Industry Classification System (NAICS) codes for each item:

Description/Scope of work	Associated NAICS Code	Applicable dollar amount

2. Will your firm be renting equipment from the prime or the firm you are contracting with? If yes, list the cost of the rental.
   a. Yes ☐ No ☐ Cost of rental:
3. Will you be subcontracting to any other firms? YES ☐ NO ☐
   If yes, answer the following: Firm's Name: ____________________ $ amount of the work: ____________________

Section (C) (DBE firms manufacturing or who are regular dealers/distributors/brokers)

Is your firm the manufacturer of the materials you are providing? YES ☐ NO ☐

Is your firm a material supplier (including bulk items), distributor or broker? YES ☐ NO ☐
If yes, complete the DBE Regular Dealer-Distributor Affirmation form.

*All material suppliers, distributors, or brokers must submit a copy of their quotes with this form. Please ensure quantities are included.

Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS

1. How many fully operational units will be yours or other DBEs? __________(Estimated total hours: __________)
2. How many units will be non-DBEs? __________ (Estimated total hours: _______)

Section (E): (All DBE subcontractors, including trucking firms, must complete this section.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any change within 10 days of the change.

DBE Company:

DBE Principal: ____________________ ____________________ ____________________

Signature Title Date

Section (F): **TO BE COMPLETED BY MnDOT OFFICE OF CIVIL RIGHTS STAFF PERSON**

Reviewed by OCR: ___________________ OCR Main Phone No: 651-366-3073

Email for OCR Forms: OCRFormSubmissions.DOT@state.mn.us

Section (G): **TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S PORTION OF WORK IS 1/3 TO ½ COMPLETED**

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
   Yes ☐ No ☐

2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
   Yes ☐ No ☐

3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
   Yes ☐ No ☐

4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards?
   Yes ☐ No ☐

5. If the DBE is supplying materials, are the quantities proportionate for what is required on the project (refer to **Section C** above)?
   Yes ☐ No ☐

6. Comments: ____
   ____

NOTE: If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the MnDOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: ____ Date: ____________________________

Exhibit B - Office of Civil Rights - Good Faith Efforts Consolidated Form

(Includes Parts A-I)

This form will assist you in demonstrating that you met the DBE goal or made adequate good faith efforts to meet the goal. You must provide this form and all supporting GFE documentation to the MnDOT Office of Civil Rights prior to the submission due date identified in **Table B** of the DBE Special Provisions.

PART A – PRIME CONTRACTOR'S INFORMATION (You must complete this part.)

COMPANY NAME		
ADDRESS STREET CITY STATE ZIP CODE		
PHONE #	FAX #	EMAIL ADDRESS
CONTACT PERSON	TITLE	

PART B - PROJECT DESCRIPTION (You must complete this part.)

STATE PROJECT #	CONTRACT # (If Applicable)	☐ Attach copy of MnDOT Advertisement	
ANTICIPATED START DATE (Based on progress schedule)		EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL %	VS	DBE COMMITMENT %	(Type of GFE Information – Check one only) ☐ Pre-award ☐ Post-award/Execution
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid $ * DBE % Goal)			

PART C – PROJECT SUMMARY AMOUNTS (You must complete this part.)

TOTAL PRIME BID	$
TOTAL DOLLARS COMMITTED TO NON-DBE'S (Not including suppliers)	$
TOTAL DOLLARS COMMITTED TO DBE'S (Not including suppliers)	$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	$
WORKED PERFORMED BY PRIME	$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal $ and DBE commitment $)	$

DEPARTMENT OF TRANSPORTATION

State Project Number: 0014-25-2A Contractor:

PART D – BIDDERS LIST - DBE QUOTES SUBMITTED (You must complete this part. If the project is let by MnDOT, you must submit information through the AASHTOWare Project CRL about all bids/quotes you have received and enter your DBE Commitments on this form.)

DBE COMMITMENTS
List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).

	DBE Contractor Information				Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
1.	DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

Office of Civil Rights-Good Faith Efforts Consolidated Form

State Project Number: 0014-25-2A   Contractor:

PART E– BIDDERS LIST - NON-DBE QUOTES SUBMITTED (Complete this part only if the project is let by a local governmental unit. If the project is let by MnDOT, you must submit information about bids/quotes you have received through the AASHTOWare Project CRL online system rather than on this form.)

NON-DBE COMMITMENTS
List all non-DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).

NON-DBE Contractor Information					Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
1.	NON-DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	NON-DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	NON-DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	NON-DBE Contractor Name						Yes ☐ No ☐
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

State Project Number: 0014-25-2A Contractor:

PART F – SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS (Complete this part only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific project. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.).

The good faith effort submission should include evidence of the solicitation effort such as; copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm, confirmation the fax was sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent clearly indicated etc.

Subcontractor/Supplier/Service provider		DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
		Yes	No		DATES	METHOD		
1		☐	☐					
2		☐	☐					
3		☐	☐					
4		☐	☐					
5		☐	☐					
6		☐	☐					
7		☐	☐					
8		☐	☐					
9		☐	☐					
10		☐	☐					
11		☐	☐					
12		☐	☐					

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

Office of Civil Rights- Good Faith Efforts Consolidated Form

State Project Number: 0014-25-2A Contractor:

PART G - DBEs QUOTED BUT NOT SELECTED (Complete this part only if DBE goal is not met.)

If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.

Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry or memberships in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of a quote in the contractor's efforts to meet the project goal. Please include a copy of the quote(s) received.

DBE QUOTE	DBE FIRMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	FIRM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Make additional copies of this page as necessary

DEPARTMENT OF TRANSPORTATION

Office of Civil Rights– Good Faith Efforts Consolidated Form

State Project Number: 0014-25-2A Contractor:

PART H – DESCRIPTION OF GOOD FAITH EFFORTS **(Complete this part only if DBE goal is not met. Use additional sheets if necessary.)**

Please describe below or in a separate letter any aspects of your efforts to obtain DBE participation that are not already apparent from the information provided in parts A-G. This is an opportunity to "tell the story" of your GFE. Please give special attention to the factors identified in **Attachment 2** of the DBE special provisions and 49 CFR Part 26, Appendix A. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Did you use the current DBE directory to identify DBEs?
- Did you break out work into units that small businesses such as DBEs could reasonably perform?
- Did you solicit DBE participation for work you could have self-performed?
- Did you overlook any DBEs whose business operations are geographically close to the project?
- Did you host any DBE informational workshops or attend any MnDOT sponsored DBE events?
- Did you contact minority business organizations about DBE opportunities?
- Did you send timely written (fax, e-mail, etc.) solicitation notices to certified DBEs?
- Did your solicitation notice include the following information? *name and location of project, bid date, scope of work requested, location where DBEs can review plans and specifications, date and time to submit quote, contact name for technical assistance, any special requirements*
- Did you provide any contacts for possible bonding, insurance, or lines of credit?
- Did you provide any technical assistance relative to bonding, insurance, or lines of credit?
- Did you maintain a follow-up log to track responses to your initial solicitations?
- Did you track the following information after initial solicitation? *name of DBE firm, type of contact (fax, telephone, e-mail, etc.), date and time DBE contacted, name of contact person, response received, reason for DBE not bidding (if applicable)*
- Did you receive bids from DBE's that you did not accept? If so, what were your reasons?

Type Response Below:

DEPARTMENT OF TRANSPORTATION

Exhibit B – Good Faith Efforts Consolidated Form

PART I – CERTIFICATION / GOOD FAITH EFFORTS AFFIDAVIT (You must complete this part.)

STATE OF MINNESOTA
COUNTY OF ____

I, ____, being first duly sworn, state as follows:
(Full Name)

1. I am the ____________________________ of ____
(Title) (Name of Individual, Company, Partnership, or Corporation)

   that has submitted a bid for State Project _______________.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Good Faith Efforts Consolidated Form is true and accurate to the best of my belief.

SIGNATURE (Bidder or Authorized Representative)	TITLE	DATE

Subscribed and sworn to before me this _______ day of ___________, 20_____

____
Notary Public

My commission expires ____________________, 20_____

Pursuant to 49 CFR § 26.107, if any person or firm has willfully and knowingly provided incorrect information or made false statements in connection with the Federal DBE program, the USDOT may initiate suspension or debarment proceedings against such person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

CLEAR FORM

Minnesota Department of Transportation
Office of Civil Rights

Contractor Payment Form

State Project Number: 0014-25-2A **Prime Contractor:** ______________ **1st Tier Sub-Contractor:** ______________

Payment Reporting Period: From: ______________ To: ______________

Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the MnDOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to MnDOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from MnDOT. Some projects require that payment information be entered into AASHTOWare Project CRL. See Table C of the DBE Special Provisions for payment submission requirements.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name:				
Address:				
Phone:				

Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount
1.	☐	1.	1.
2.	☐	2.	2.
3.	☐	3.	3.
4.	☐	4.	4.
5.	☐	5.	5.
6.	☐	6.	6.

Amount of Current Payment	Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.
4.	4.	4.	4.
5.	5.	5.	5.
6.	6.	6.	6.

Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
Title:			Title:	
Phone:	Fax:		Phone:	Fax:

Completed Contractor Payment forms can be emailed to OCRFormsubmissions.DOT@state.mn.us

Rev. 3/17

DEPARTMENT OF TRANSPORTATION

Disadvantaged Business Enterprise (DBE) Total Payment Affidavit

MnDOT Office of Civil Rights

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by a DBE on this project. **If the dollar value of the DBE firm's total work is less than the original subcontract, please describe below.**

State Project Number: 0014-25-2A

STATE OF MINNESOTA
COUNTY OF ___________________
I,______________________________, being first duly sworn, do depose and say that:

1. I am the authorized representative of__________________________________and I have the authority to make this Affidavit for and on behalf of said Prime Contractor.
2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on this contract/ project:

Disadvantaged Businesses

	Name of Firm	*Dollar Amount Of Subcontract*	*Retainage Amount*	*Bond Held*	*Total Dollar Amount*
1					
2					
3					
4					
5					
6					
7					
8					
Total		$ 0.00	$ 0.00	$ 0.00	$ 0.00

4. If the total dollar value of a DBE firm's portion of the work was less than the original amount committed to be performed by the DBE, you must explain below and provide supporting documentation.

5. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: __________________________________

Subscribed and sworn to before me
This________day of____________, 20___

____
(Notary Public)

My commission expires__________, 20___

Prepare affidavit in duplicate. Submit one affidavit to the Project Engineer and email one to MnDOT's Office of Civil Rights at: OCRformsubmissions.dot@state.mn.us

Rev. 4/2022

OMB Control #2105-0586 (Exp. 5/31/2027)

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number: 0014-25-2A

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**

   (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?

   ☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

   ☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

   ☐ **YES** ☐ **NO[1]**

   (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

   [1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ **YES[2]** ☐ **NO[3]**

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ **YES[2]** ☐ **NO[3]**

   [2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

   [3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

QUOTATION

ESS BROTHERS & SONS, INC. SINCE 1867

9350 County Road 19
Loretto, MN 55357
P: 763-478-2027 or 800-478-2027
F: 763-478-8868

CITY/STATE:	
ENGINEER:	
PROJECT:	SNOWMOBILE TRAIL
BID DATE:	4/7/2025
REVISION:	
PREPARED BY:	BRYAN VLASAK

QUANTITY		DESCRIPTION	LINE NO.	UNIT PRICE	TAXABLE	TOTAL
240	LF	ORNAMENTAL METAL RAILING TO MATCH OTHER ON SITE		$202.00	N	$48,480.00
		SIMILAR TO MNDOT T-5 48" TALL				
		EXCLUDES INSTALLATION				
		INCLUDES FIELD MEASURING, FABRICATION				
		GALVANIZED AND PAINTED COLOR TBD				
240	LF	INSTALLATION OF ORNAMENTAL METAL FENCE ABOVE.		$39.00	N	$9,360.00
		INSTALLATION ON EXISTING FOOTINGS				
		PREVAILING WAGE PROJECT - HIGHWAY HEAVY PAY SCALE				

(Customer responsible for all local and state sales taxes) ***Tax rate:*** 0 %

Total Taxable	$0.00
Tax	$0.00
Total Non-Taxable	$57,840.00
Total	$57,840.00

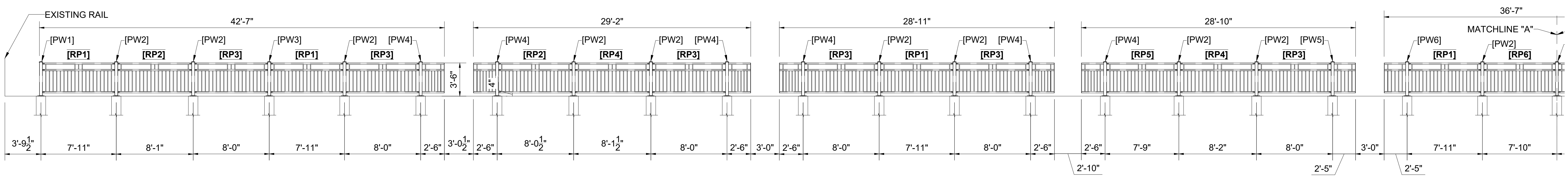
ACCEPTED BY:

JOB NUMBER: **DATE:**

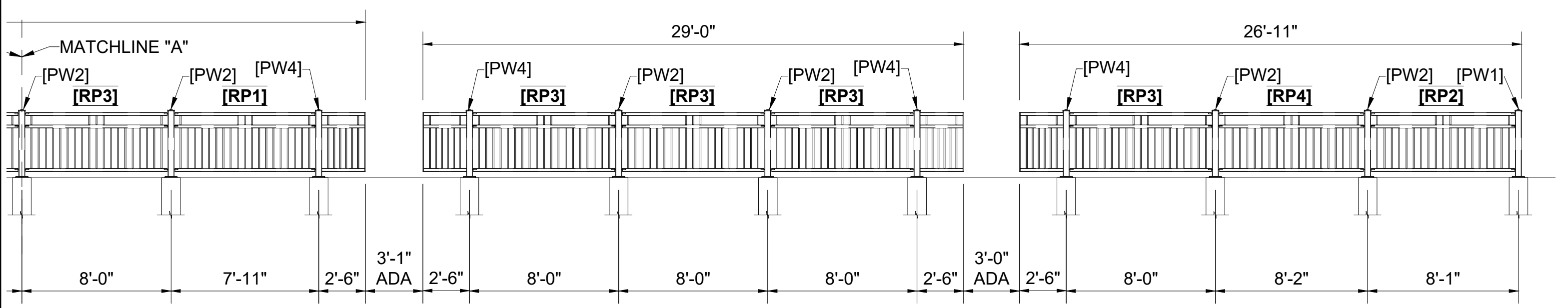
Material quotes: All quoted material is of grade and origin required by contract documents. All shop drawings and installation hardware and anchoring adhesive is included in material prices unless otherwise noted. Installation, touch up of paint, material for coatings touch up, and field verification of measurements are not included unless otherwise noted. All shipments are truck freight. Customer to supply personnel and equipment to unload trucks in a timely manner unless material is to be installed by Ess Brothers in which installation quotes include unloading of materials.

Installation Quotes: All installation quotes include complete installation, all touch up of paint, any caulking/sealing required, all personnel and equipment needed for unloading and installation unless noted otherwise. Installation quote exclude pull testing.

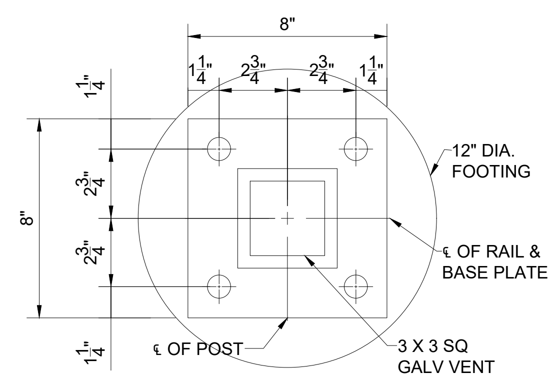
Terms and Conditions: All quantities are approximate. Customer responsible for verifying quantities and material grades. Material is quoted as a package and may not be serperated unless noted otherwise or approved by Ess Brothers. Any alteration in quantities or design from original contract documents could alter pricing. Freight is estimated as one single shipment unless otherwise noted. All quotations are valid for 2 days. If order is cancelled customer is responsible for any costs accrued time and material at time of cancellation. Any change order request will result in a halt in production and will not resume until pricing adjustments are approved by the customer. Customer is responsible for specifying requested delivery date at time of order. All efforts will be made to meet requested delivery dates. Due to influences outside of Ess Brothers control such as but not limited to: material shortages, material availability, vendor production times, shipping/trucking delays, equipment breakdowns, shop drawing approvals times, changes to designs or materials,. etc., Ess Brothers and sons cannot guarantee any delivery time/date and will not accept any back charges that may be the result of a delay in delivery time/date.
Some components may need to be slightly adjusted or straightened after/during installation including cleaning of coating build up from bolt holes, joint pockets, leveling, etc., to provide a smooth finish at joints and connections. These adjustments are part of installation and are to be done by installers/others at no cost to Ess Brothers. In the event that part(s) require fabrication/repair due to a fabrication error Ess Brothers shall be contacted for direction on how to proceed. No back charges for additional work or time will be paid by Ess Bothers without written approval by a representative of Ess Brothers prior to work being done. Material will be invoiced for material on hand. All invoices are subject to 1.5% late fee per month. Price does not include Bond. **Contactor acknowledges retainage will not be held from payment to Ess Brothers**. Any purchase order created for this project to Ess Brothers will be taken as an acknowledgment of this quote and the above terms and conditions and supercedes any other purchase agreement on this project. Material will be invoiced for material on hand.



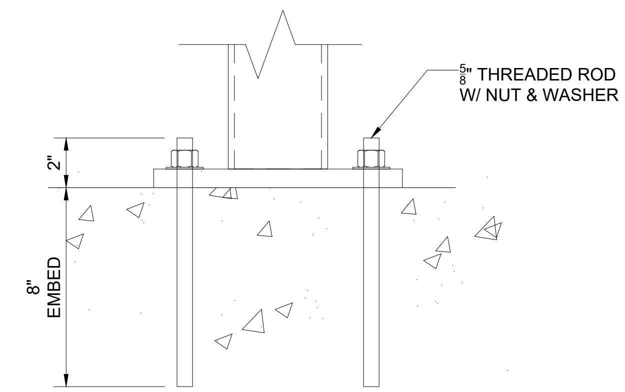
ORNAMENTAL RAILING ELEVATION VIEW
(LOOKING FROM INSIDE OF TRAIL)



ORNAMENTAL RAILING ELEVATION VIEW
(LOOKING FROM INSIDE OF TRAIL)



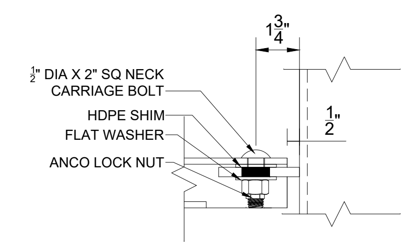
[BP] BASE PLATE DETAIL



ANCHOR DETAIL

GENERAL NOTES:

ALL WELDING DONE IN ACCORDANCE WITH AWS D1.1
ALL STRUCTURAL STEEL PIPE TO BE A500 OR BETTER
ALL OTHER STEEL TO BE A36 OR BETTER
GALVANIZE RAILING AFTER FABRICATION
RAILING COLOR TO BE (REVIEWER TO SPECIFY COLOR)



RAIL CONNECTION DETAIL

FIELD HARDWARE BILL OF MATERIAL								
REQ'D		MADE UP OF						
			LENGTH					
ASSY.	COMP	DESCRIPTION	FEET	INCH	FR.	CODE	GRADE	REMARKS
	124	5/8" THREADED ROD		10			1554-36	HDG
	124	5/8" HEAVY HEX NUT					DH	HDG
	124	5/8" FLAT WASHER					F436	HDG
	18	REDHEAD A7+ EPOXY						
	144	1/2" CARRIAGE BOLT		2			A307	HDG
	144	1/2" ANCO LOCK NUT					DH	HDG
	144	1/2" FLAT WASHER					A307	HDG
	144	1-1/2" X 1-1/2" X 1/4" HDPE SHIM						5/8" SQ HOLE CENTERED

REV:	DESCRIPTION:	BY:	DATE:
5			
4			
3			
2			
1			

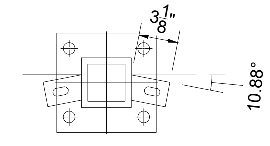
JOB NAME:
BRIDGE NO.:
LOCATION: GRAND RAPIDS, MN
CONTRACTOR: DRIFT SKIPPER

ESS BROTHERS AND SONS, INC. SINCE 1867
PHONE (763) 478-2027
FAX (763) 478-8868

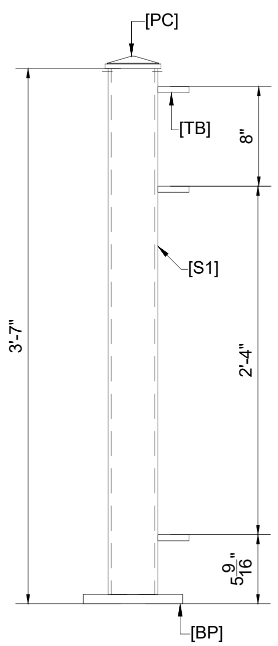
FIELD MEASURE:
DRAWN DATE: 10/7/25
FOR APPROVAL:
TO SHOP:
TO FIELD:
DESCRIPTION: ORNAMENTAL RAILING
222 LF

ESS JOB #
25-756

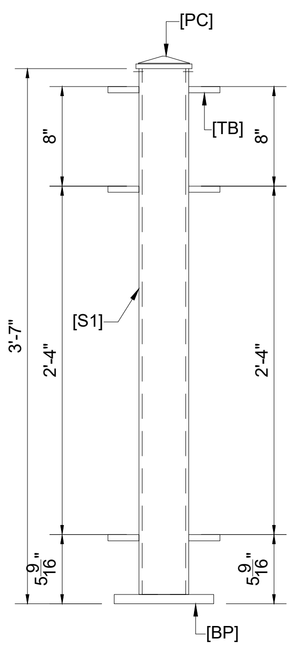
DRAWN BY: JMR
CHECKED BY: BAV
SHEET 1 OF 5



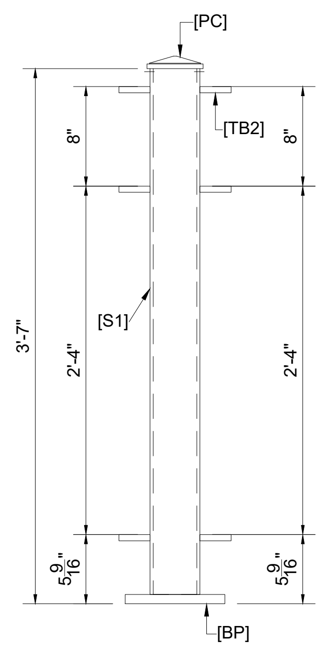
TOP VIEW



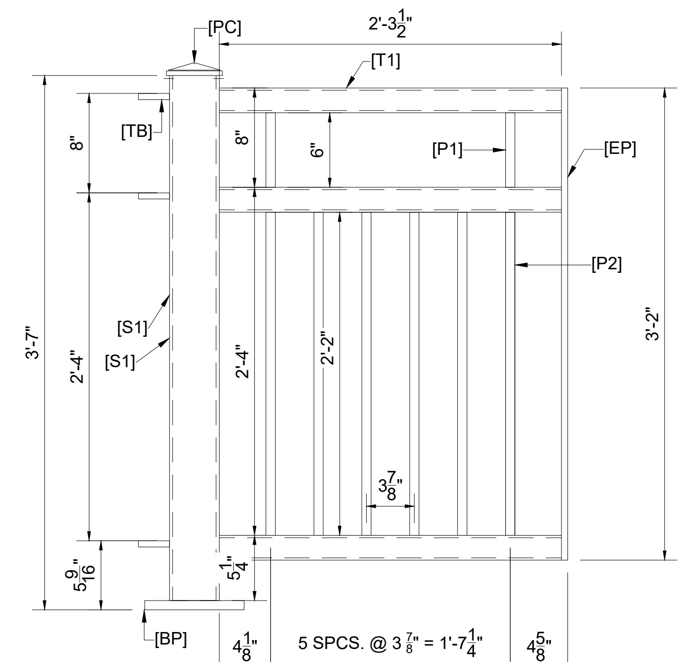
[PW1] ASSEMBLY



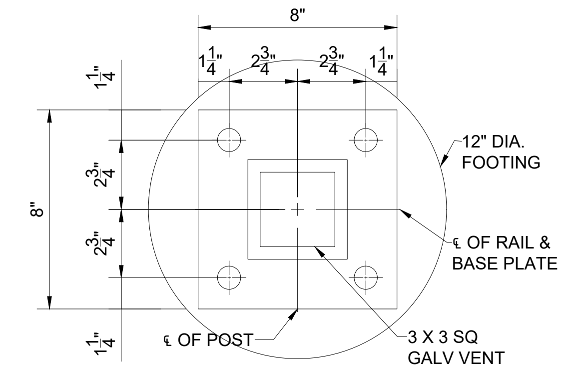
[PW2] ASSEMBLY



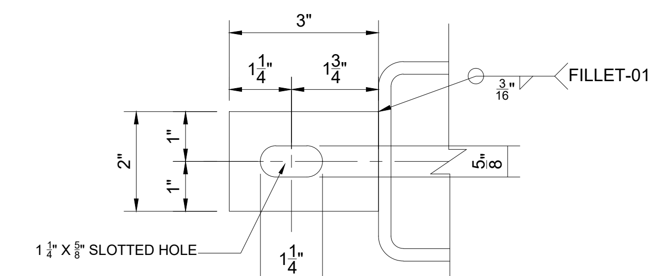
[PW3] ASSEMBLY



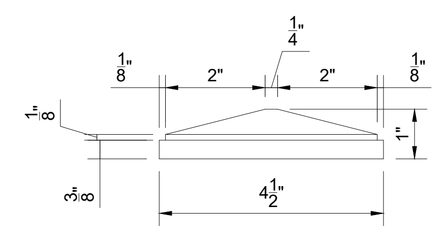
[PW4] ASSEMBLY



[BP] BASE PLATE DETAIL



TAB DETAIL [TB]



POST CAP DETAIL [PC]

BILL OF MATERIAL								
REQ'D		MADE UP OF						
			LENGTH					
ASSY.	COMP	DESCRIPTION	FEET	INCH	FR.	CODE	GRADE	REMARKS
2						PW1		
	2	FL 1X4 1/2		4	1/2	PC	A36	MACHINE PER DETAIL
	6	FL 1/2X2		3		TB	A36	LASER PER DETAIL
	2	FL 3/4X8		8		BP	A36	LASER PER DETAIL
	2	HSS 4X4X1/4	3	7		S1	A500	
16						PW2		
	16	FL 1X4 1/2		4	1/2	PC	A36	MACHINE PER DETAIL
	96	FL 1/2X2		3		TB	A36	LASER PER DETAIL
	16	FL 3/4X8		8		BP	A36	LASER PER DETAIL
	16	HSS 4X4X1/4	3	7		S1	A500	
1						PW3		
	1	FL 1X4 1/2		4	1/2	PC	A36	MACHINE PER DETAIL
	6	FL 1/2X2		3	1/8	TB2	A36	LASER PER DETAIL
	1	FL 3/4X8		8		BP	A36	LASER PER DETAIL
	1	HSS 4X4X1/4	3	7		S1	A500	
10						PW4		
	10	FL 1X4 1/2		4	1/2	PC	A36	MACHINE PER DETAIL
	30	FL 1/2X2		3		TB	A36	LASER PER DETAIL
	10	FL 3/4X8		8		BP	A36	LASER PER DETAIL
	20	SQ BAR 3/4		6		P1	A36	
	60	SQ BAR 3/4	2	2		P2	A36	
	10	FL 1/2X3	3	2		EP	A36	
	10	HSS 4X4X1/4	3	7		S1	A500	
	30	HSS 3X2X3/16	2	3	1/2	T1	A500	

PIECE MARK:	PW1		
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JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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PIECE MARK:	PW2		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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PIECE MARK:	PW3		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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PIECE MARK:	PW4		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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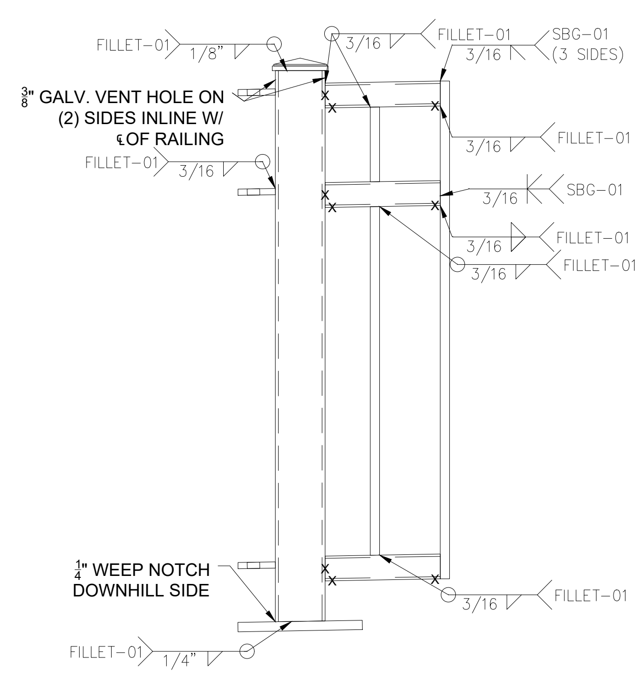

WELD PROCEDURE
X = GALV. VENT HOLE

REVIEWER -- CONTRACTOR -- OWNER/OWNER REPRESENTATIVE
THESE DOCUMENTS ARE ESS BROTHERS INTERPRETATION OF THE CONTRACT DOCUMENTS AND MAY CONTAIN VARIATIONS FROM THE DESIGN ELEMENTS TO ALLOW FOR PROPER CONSTRUCTABILITY. ANY RESPONSE TO THE REVIEW OTHER THAN "REJECTED" OR "REVISE AND RESUBMIT" WILL BE CONSIDERED AN ACCEPTANCE OF OUR INTERPRETATION AS REVISED BY ANY REDLINES RETURNED FROM SAID REVIEW. CHANGES MADE OR DISCOVERY OF A MISINTERPRETATION AT A LATER DATE RESULTING IN ADDITIONAL FABRICATION OR CHANGES TO THE SUBMITTED AND REVIEWED DOCUMENTS WILL BE CONSIDERED A CHANGE ORDER AND CHARGED BACK ACCORDINGLY

ANY AND ALL BACKCHARGES WILL BE REJECTED UNLESS WRITTEN CONSENT IS GIVEN BY ESS BROTHERS AND SONS PRIOR TO ANY WORK PERFORMED FOR OUR ACCOUNT. SUCH REJECTION MEANS THAT INVOICES WILL NOT BE HONORED OR DEDUCTIONS FROM PAYMENT WILL BE CHARGED BACK.

REV:	DESCRIPTION:	BY:	DATE:
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JOB NAME:
BRIDGE NO.:
LOCATION: GRAND RAPIDS, MN
CONTRACTOR: DRIFT SKIPPER

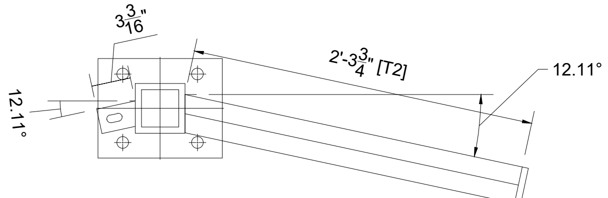
ESS BROTHERS AND SONS, INC. SINCE 1867
PHONE (763) 478-2027
FAX (763) 478-8868

FIELD MEASURE:
DRAWN DATE: 10/7/25
FOR APPROVAL:
TO SHOP:
TO FIELD:
DESCRIPTION: ORNAMENTAL RAILING
222 LF

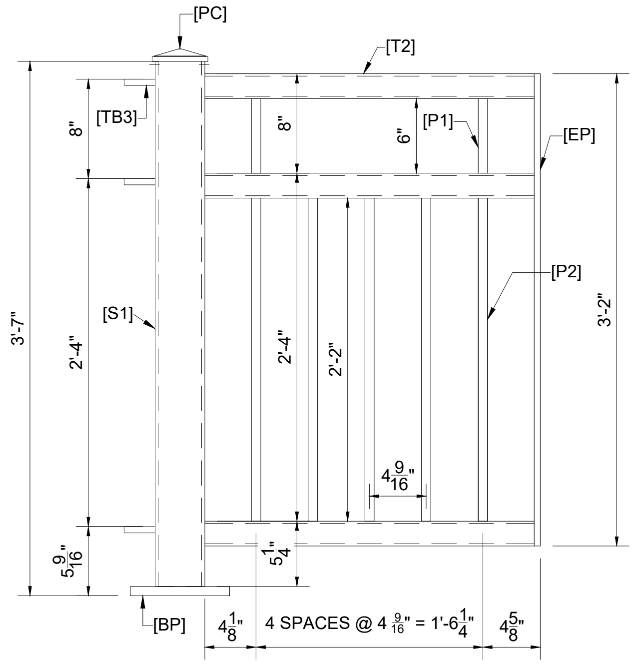
ESS JOB #
25-756

DRAWN BY: JMR
CHECKED BY: BAV

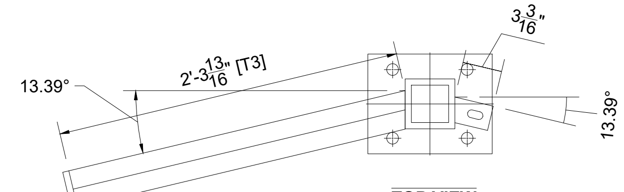
SHEET
2 OF 5



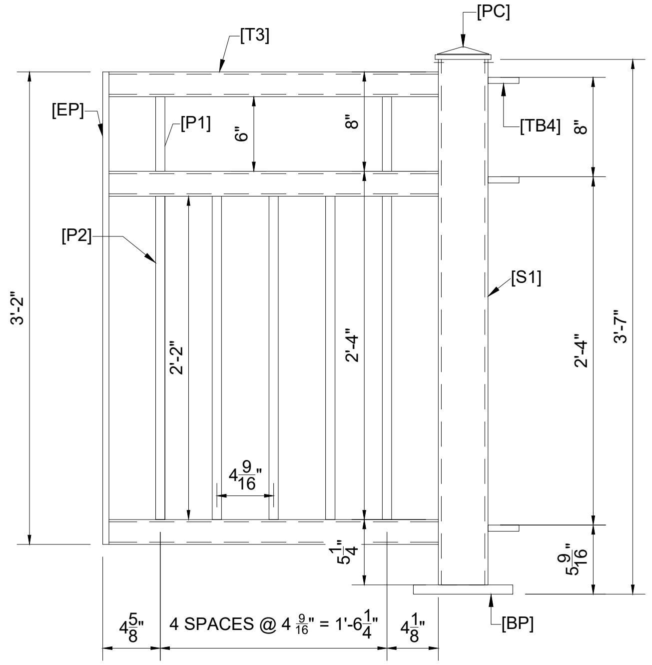
TOP VIEW



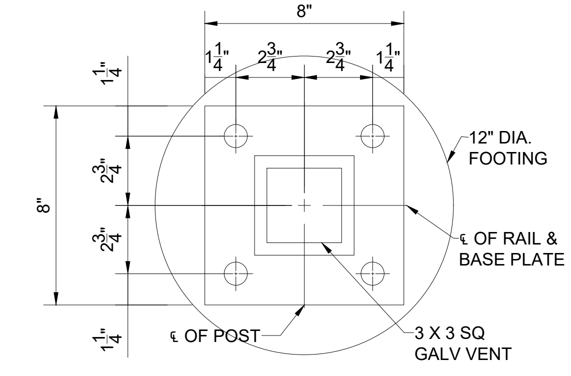
[PW5] ASSEMBLY



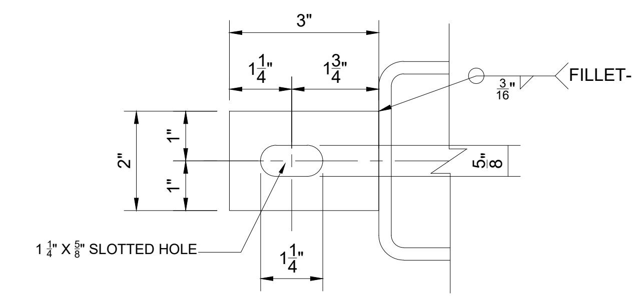
TOP VIEW



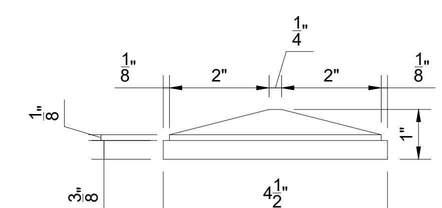
[PW6] ASSEMBLY



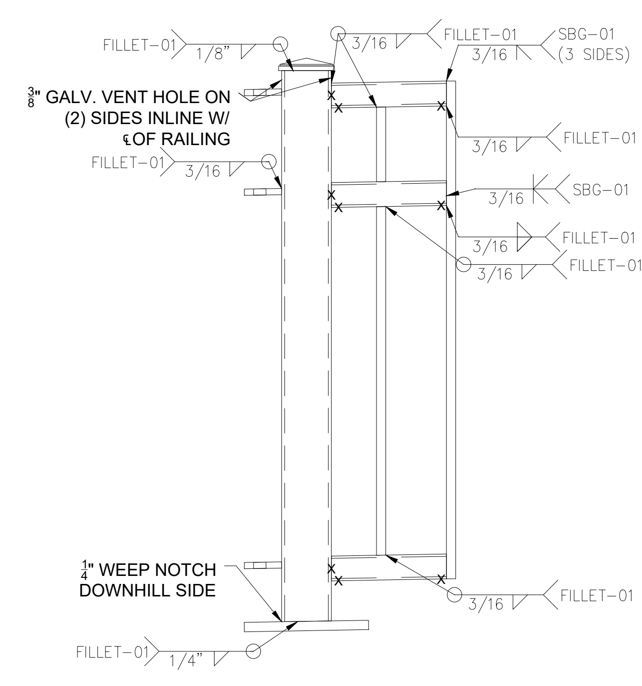
[BP] BASE PLATE DETAIL



TAB DETAIL [TB]



POST CAP DETAIL [PC]



WELD PROCEDURE
X = GALV. VENT HOLE

BILL OF MATERIAL								
REQ'D		MADE UP OF						
			LENGTH					
ASSY.	COMP	DESCRIPTION	FEET	INCH	FR.	CODE	GRADE	REMARKS
1						PW5		
	2	SQ BAR 3/4		6		P1	A36	
	5	SQ BAR 3/4	2	2		P2	A36	
	3	HSS 3 X 2 3/16	2	3	3/4	T2	A500	CUT ANGLE PER DETAIL
	1	HSS 4 X 4 X 1/4	3	7		S1	A500	
	1	FL 3/4X8		8		BP	A36	LASER PER DETAIL
	1	FL 1X4 1/2		4	1/2	PC	A36	MACHINE PER DETAIL
	3	FL 1/2X2		3	3/16	TB3	A36	LASER PER DETAIL
	1	FL1/2X3	3	2		EP	A36	
1						PW6		
	2	SQ BAR 3/4		6		P1	A36	
	6	SQ BAR 3/4	2	2		P2	A36	
	3	HSS 3 X 2 3/16	2	3	13/16	T3	A500	CUT ANGLE PER DETAIL
	1	HSS 4 X 4 X 1/4	3	7		S1	A500	
	1	FL 3/4X8		8		BP	A36	LASER PER DETAIL
	1	FL 1X4 1/2		4	1/2	PC	A36	MACHINE PER DETAIL
	3	FL 1/2X2		3	3/16	TB4	A36	LASER PER DETAIL
	1	FL1/2X3	3	2		EP	A36	

PIECE MARK:	PW5		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
1			

PIECE MARK:	PW6		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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REV:	DESCRIPTION:	BY:	DATE:
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JOB NAME:

BRIDGE NO.:

LOCATION: GRAND RAPIDS, MN

CONTRACTOR: DRIFT SKIPPER

ESS BROTHERS AND SONS, INC. SINCE 1867

PHONE (763) 478-2027

FAX (763) 478-8868

FIELD MEASURE:

DRAWN DATE: 10/7/25

FOR APPROVAL:

TO SHOP:

TO FIELD:

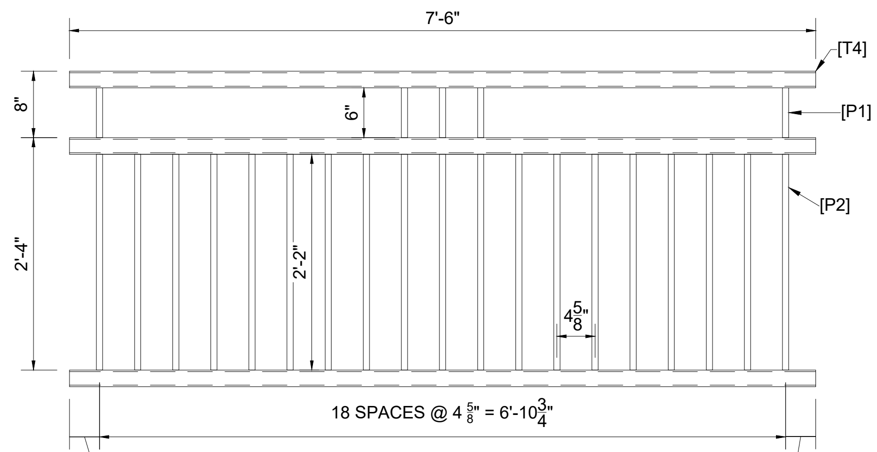
DESCRIPTION: ORNAMENTAL RAILING 222 LF

ESS JOB # 25-756

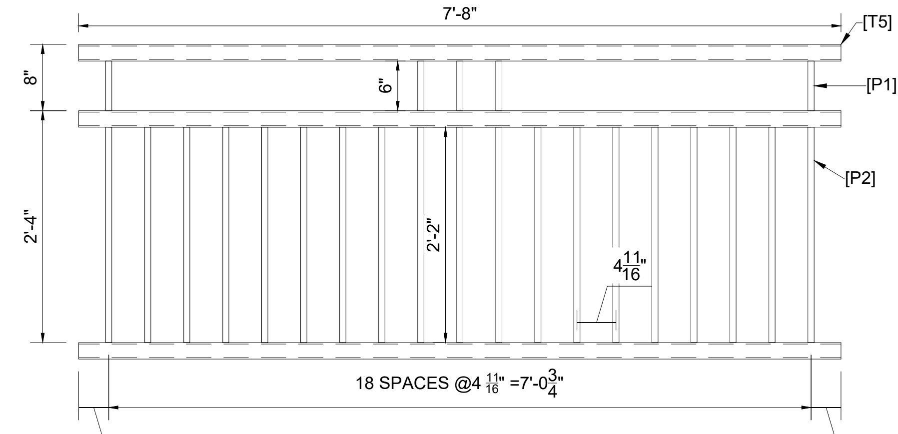
DRAWN BY: JMR

CHECKED BY: BAV

SHEET 3 OF 5



[RP1] ASSEMBLY



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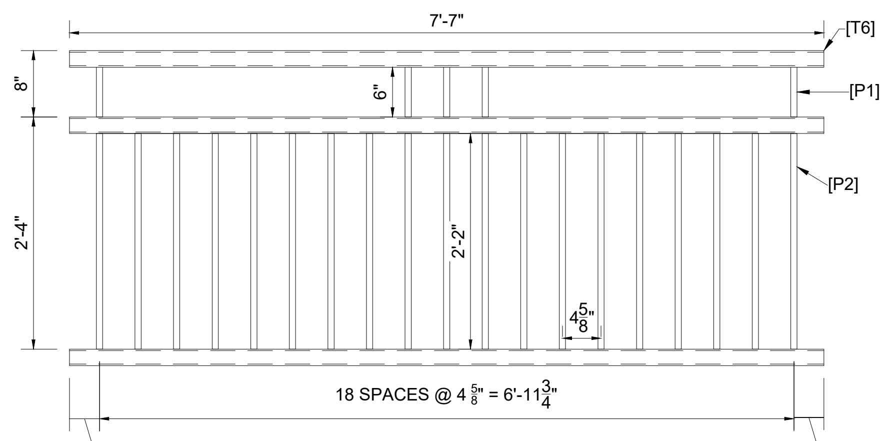

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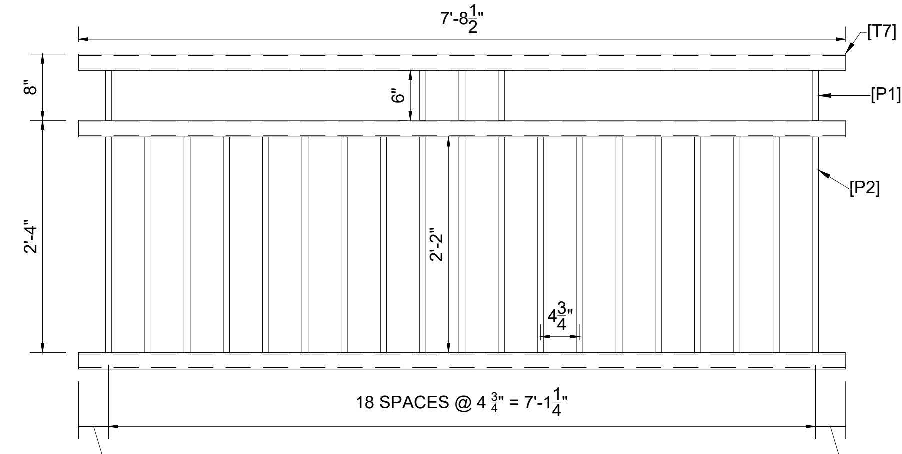
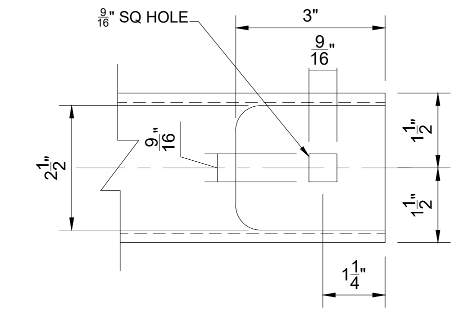
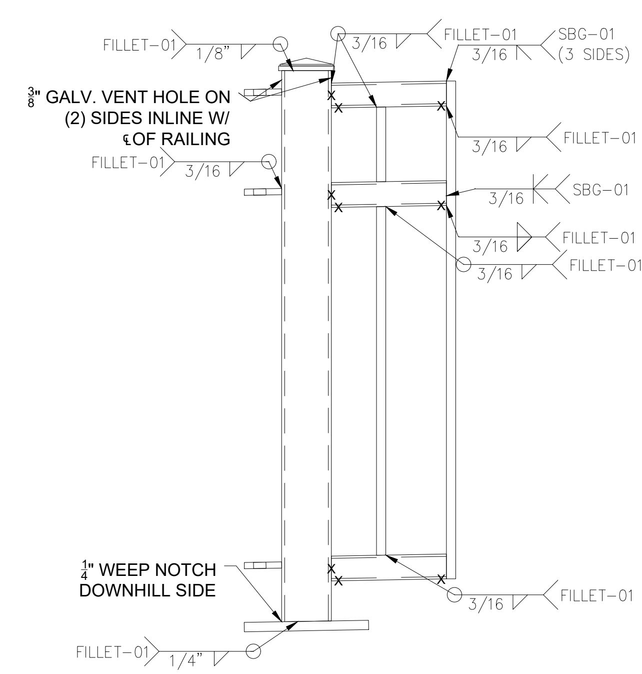


[RP4] ASSEMBLY



RAIL COPE DETAIL



WELD PROCEDURE
X = GALV. VENT HOLE

BILL OF MATERIAL

REQ'D		MADE UP OF						
			LENGTH					
ASSY.	COMP	DESCRIPTION	FEET	INCH	FR.	CODE	GRADE	REMARKS
5						RP1		
	25	SQ BAR 3/4		6		P1	A36	
	95	SQ BAR 3/4	2	2		P2	A36	
	15	HSS 3X2X3/16	7	6		T4	A500	COPE ENDS PER DETAIL
3						RP2		
	15	SQ BAR 3/4		6		P1	A36	
	57	SQ BAR 3/4	2	2		P2	A36	
	9	HSS 3X2X3/16	7	8		T5	A500	COPE ENDS PER DETAIL
11						RP3		
	55	SQ BAR 3/4		6		P1	A36	
	209	SQ BAR 3/4	2	2		P2	A36	
	33	HSS 3X2X3/16	7	7		T6	A500	COPE ENDS PER DETAIL
3						RP4		
	15	SQ BAR 3/4		6		P1	A36	
	57	SQ BAR 3/4	2	2		P2	A36	
	9	HSS 3X2X3/16	7	8	1/2	T7	A500	COPE ENDS PER DETAIL

PIECE MARK:	RP1		
INSPECTION LOG			DATE
JIG BUILT BY:			
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ASMBLY	WELD	INSPEC	DATE
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PIECE MARK:	RP2		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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PIECE MARK:	RP3		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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PIECE MARK:	RP4		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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REVIEWER -- CONTRACTOR -- OWNER/OWNER REPRESENTATIVE
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REV:	DESCRIPTION:	BY:	DATE:
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JOB NAME:
BRIDGE NO.:
LOCATION: GRAND RAPIDS, MN
CONTRACTOR: DRIFT SKIPPER

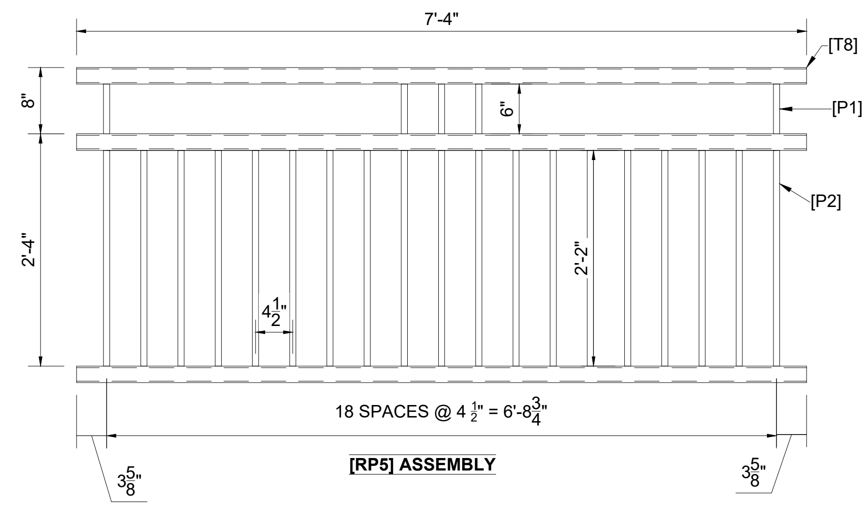
ESS BROTHERS AND SONS, INC.
SINCE 1867
PHONE (763) 478-2027
FAX (763) 478-8868

FIELD MEASURE:
DRAWN DATE: 10/7/25
FOR APPROVAL:
TO SHOP:
TO FIELD:
DESCRIPTION: ORNAMENTAL RAILING
222 LF

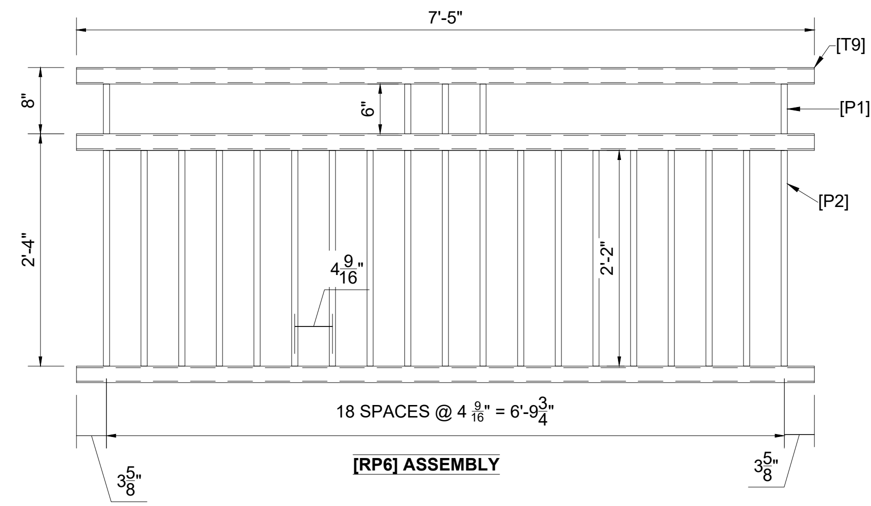
ESS JOB #
25-756

DRAWN BY: JMR
CHECKED BY: BAV

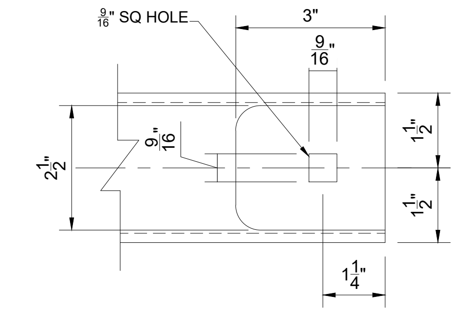
SHEET
4 OF 5



[RP5] ASSEMBLY



[RP6] ASSEMBLY



RAIL COPE DETAIL

BILL OF MATERIAL								
REQ'D		MADE UP OF						
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ASSY.	COMP	DESCRIPTION	FEET	INCH	FR.	CODE	GRADE	REMARKS
1						RP5		
	5	SQ BAR 3/4		6		P1	A36	
	19	SQ BAR 3/4	2	2		P2	A36	
	3	HSS 3X2X3/16	7	4		T8	A500	COPE ENDS PER DETAIL
1						RP6		
	5	SQ BAR 3/4		6		P1	A36	
	19	SQ BAR 3/4	2	2		P2	A36	
	3	HSS 3X2X3/16	7	5		T9	A500	COPE ENDS PER DETAIL

PIECE MARK:	RP5		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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PIECE MARK:	RP6		
INSPECTION LOG			DATE
JIG BUILT BY:			
JIG CHECK BY:			
ASMBLY	WELD	INSPEC	DATE
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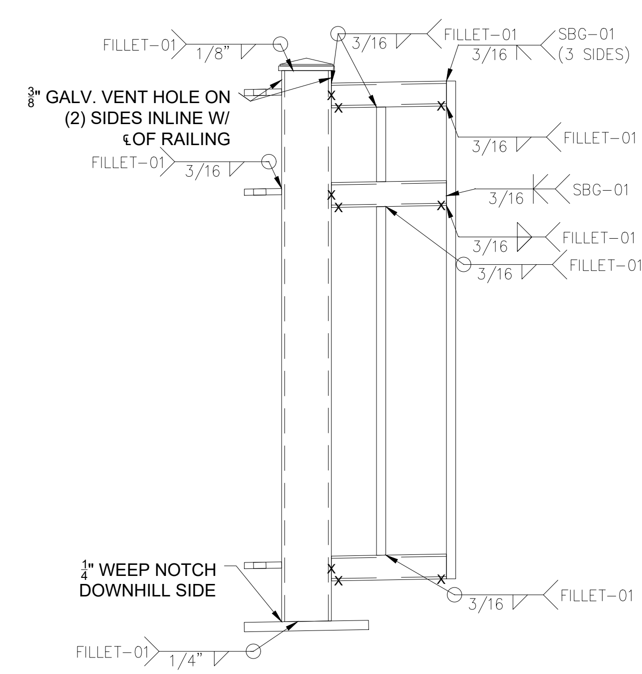

WELD PROCEDURE
X = GALV. VENT HOLE

REVIEWER -- CONTRACTOR -- OWNER/OWNER REPRESENTATIVE
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REV:	DESCRIPTION:	BY:	DATE:
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JOB NAME:
BRIDGE NO.:
LOCATION: GRAND RAPIDS, MN
CONTRACTOR: DRIFT SKIPPER

ESS BROTHERS AND SONS, INC. SINCE 1867
PHONE (763) 478-2027
FAX (763) 478-8868

FIELD MEASURE:
DRAWN DATE: 10/7/25
FOR APPROVAL:
TO SHOP:
TO FIELD:
DESCRIPTION: ORNAMENTAL RAILING 222 LF

ESS JOB # 25-756

DRAWN BY: JMR
CHECKED BY: BAV

SHEET 5 OF 5

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-163

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Shane Zahrt

AGENDA ITEM:
Legislative Session Wrap - Up

BOARD ACTION REQUESTED:
Shane Zahrt, Itasca County Lobbyist provided information from the recent Legislative Session.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2026 Legislative Priorities FINAL

06/02/2026

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Itasca County
2026 Legislative Priorities
FINAL

- Hwy 169 – Support efforts for double lane completion
- Increase PILT Reimbursement, Emphasis on Lakeshore Property PILT
- EMS Funding
- Lift Nuclear Moratorium/Energy Transition – Include Biomass as Carbon Neutral
- New Business Economic Development/Investment – Recent Leg Impacts
- Recreation Enforcement State Funding Process
- Update/Change current sulfate standards

For Legislative Discussion:

- Wolf Management and Economic Impact

VI.2.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-420

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve the Commissioner Warrants with a check date of June 3, 2026, in the amount of $162,696.80.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-431

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Commissioner John Johnson/Commissioner Cory Smith

AGENDA ITEM:
Approval of Job Postings – One Custodian (Facilities) and One Chief Deputy/First Assistant County Attorney (Attorney)

BOARD ACTION REQUESTED:
Approval of Job Postings – One Custodian (Facilities) and One Chief Deputy/First Assistant County Attorney (Attorney)

BACKGROUND:

Approval is requested to post and fill one vacant Custodian position within the Facilities/Administration Department and one Chief Deputy/First Assistant County Attorney position within the County Attorney's Office.

In alignment with the County's updated job posting process, the department head and supervisors met with the Classification / Job Posting Committee to present the operational need for filling these positions. The Committee reviewed current workload, service impacts, and staffing levels and agreed to bring this recommendation forward to the County Board for consideration.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-434

DEPARTMENT: Administrative Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Commissioner Johnson

AGENDA ITEM:
Itasca County Opportunity Zones

BOARD ACTION REQUESTED:
Approve the following rank of Itasca County Opportunity Zones to be submitted to the MN Department of Employment and Economic Development, direct staff to complete the Opportunity Zone Application and authorize necessary signatures: #1 – Census Tract 4808.03; #2 – Census Tract 4808.05; #3 – Census Tract 4810.01; #4 – Census Tract 4805.

BACKGROUND:
Opportunity Zones are a community development program first established by Congress in the Tax Cut and Jobs Act of 2017 to encourage long-term investments in low-income and urban areas nationwide. Investment into Opportunity Zones allows for certain tax deferrals on capital gains invested into Opportunity Funds and new this round is rural investments receive at triple step-up basis, making investment into rural areas more attractive. Each Governor is authorized to designate 25% of eligible census tracts as Opportunity Zones. Minnesota has 289 eligible low-income census tracts which equates to approximately 73 tracts the Governor may designate. The Governor has instructed DEED to review local submissions and make recommendations as to which census tracts are ultimately chosen. These decisions will impact Itaca County for at least the next decade. Applications are due to DEED no later than June 30th, 2026.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Opportunity Zones

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

2026 OPPORTUNITY ZONE DESIGNATION

- # Background

  - Opportunity Zones are a community development program first established by Congress in the Tax Cut and Jobs Act of 2017 to encourage long-term investments in low-income and urban communities nationwide. The program was reauthorized in the One Big Beautiful Bill Act of 2025.
  - Each Governor is authorized to designate 25% of the eligible census tracts as Opportunity Zones in their state. In Minnesota, this means the Governor can designate approximately 73 census tracts as Opportunity Zones out of approximately 289 eligible low-income census tracts.
  - The 90-day designation window begins on July 1, 2026 and is due approximately September 28, 2026, with an extension potentially available for 30 days (October 28, 2026).
  - One major change in the law this time around is that rural areas are provided with greater tax advantages.

What are Opportunity Funds?

  - Opportunity Funds are a class of private sector investment vehicles authorized to aggregate and deploy private investment into Opportunity Zones.
  - U.S. investors currently hold trillions of dollars in unrealized capital gains in stocks and mutual funds. Opportunity Funds allow those investors to pool their resources in projects located in Opportunity Zones, which will be invested in rebuilding low-income communities.
  - Opportunity Funds pool investments in Opportunity Zones.
  - U.S. investors are eligible to receive:
    - A temporary tax deferral for capital gains invested in an Opportunity Fund.
    - A step-up in basis for capital gains reinvested in an Opportunity Fund.
    - Rural investments receive at triple step-up in basis.
    - A permanent exclusion from taxable income of capital gains from the sale or exchange of an investment in a qualified opportunity zone fund if the investment is held for at least 10 years.

- # 2026 Local Input

Governor Walz is charged with designating Opportunity Zones from among Minnesota's qualifying census tracts, currently estimated at 289 eligible census tracts. In Minnesota, we feel strongly that local communities have the on-the-ground expertise to recommend which eligible census tracts in their county, city, tribal land or region should be designated Opportunity Zones. That's why we are asking cities of the first class, counties, and tribal government to prioritize and rank census tracts in their city, county or tribal area that are eligible to be Opportunity Zones.

Local Decision-Makers:

Minnesota's four cities of the first class are being asked to prioritize and rank Opportunity Zones within their city's boundaries and will be strongly encouraged to collaborate with the County in which they are located in providing feedback. As of the 2020 federal decennial census, first-class cities are Minneapolis, St. Paul, Rochester and Duluth.

Minnesota's counties with eligible census tracts are being asked to prioritize and rank eligible census tracts within their County. Counties will be strongly encouraged to collaborate and may submit their responses in coordination with other geographic areas. Counties will be encouraged to work together, or if they agree, a larger regional governance body such as a regional development commission can submit responses on behalf of counties in the region.

Minnesota's eleven tribal nations are being asked to prioritize and rank eligible census tracts within their reservation or community. Tribal nations are encouraged to collaborate with the counties in which their lands are located, and tribal nations may collaborate with counties to submit responses or submit on their own.

Timeline

Local decision-makers will have 60 days to provide their rankings to DEED and Minnesota Housing:

- Initial information distributed to local decision-makers: May 1, 2026
- Deadline to receive rankings from local decision-makers: June 30, 2026
- Recommendation due to Treasury September 28, 2026 with an extension potentially available for 30 days (October 28, 2026).

Process to Prioritize and Rank Opportunity Zones

The map found here: (https://www.arcgis.com/apps/dashboards/c473c71f0704408f934fbdc342caf1f1) shows the eligible census tracts in your county/city/tribal area or region. We need you to work collaboratively to prioritize and rank your eligible census tracts for nomination by Governor Walz as an Opportunity Zone.

What we are asking for:

Of the eligible census tracts in your city/county/tribal land, we need input from you on which should be included in the final list for nomination by Governor Walz for Minnesota.

The Application Spreadsheet includes three (3) tabs:

4. **Applicant Info**

5. **Narrative**

Principles to Prioritize and Rank Opportunity Zones:

Local decision-makers are asked to explain how the following principles lead them to their ranking of eligible census tracts:

- **Needs** of the low-income community and other partners serving the zone including data about the unemployment rate, high poverty rate and low median income
- Potential for positive impact to **further equity and inclusion** and minimize displacement and gentrification
- **Commitment(s) to support the zone** by industry, education, nonprofits and governments including ongoing collaborations (i.e. promise zones, empowerment zones and renewal communities)
- **Development possibilities** within the zone in the next 5 years including affordable and workforce housing and economic development
- **Engagement** with organizations who have indicated an interest in creating Opportunity Funds
- Businesses and emerging businesses with **investment potential** in the zone
- **Potential positive impact** the zone could have on the most distressed communities
- Highlight any **existing OZ projects** in your area that have occurred during the first round of the program.

Collaboration:

- Outline how you collaborated and received input from community, nonprofit, industry and business partners as well as the residents of the communities most in need of investment in making your recommendations.

Opportunity Funds:

- The promise of Opportunity Zones can only be met if Opportunity Funds are created that deploy private investment into Opportunity Zones. We strongly encourage you to reach out to any entities (i.e. community banks, foundations, CDFIs, CDCs) that may be working to create an Opportunity Fund as you create your priorities. While this is very early in the process, please share with us any entities you have reached out to about creating Opportunity Funds for Opportunity Zones in your region.

3. **Rank Eligible Census Tracts:**

Please rank your eligible census tracts by priority for designation (ie, if your geographic area has 3 eligible census tracts, rank your first choice 1, second choice 2, 3rd choice 3, etc.).

In the spreadsheet, add or subtract ranking numbers as needed based on the number of eligible census tracts in your geographic area.

Download the Application Spreadsheet

Submission of Input

Please submit the input of your county, city of the first class or Tribal Government by the deadline via email to economicanalysis.deed@state.mn.us.

- ## Frequently Asked Questions (FAQ)

What are Opportunity Zones, and how do they work?

Opportunity Zones are designated areas aimed at stimulating economic development by offering tax incentives to investors who fund projects within these zones. Investors can defer, reduce, and eliminate capital gains taxes by reinvesting in Qualified Opportunity Funds that support real estate or business development in these areas.

What is the process for designating new Opportunity Zones?

Every 10 years, beginning in 2026, Treasury will publish eligible tracts, and states must submit their OZ nominations within a 90-day window starting on July 1. Final designations will be certified by Treasury shortly thereafter.

My city/county/tribal government doesn't have any census tracts eligible for designation. Can I still nominate a census tract?

In the current version of the program, only eligible census tracts may be nominated as Opportunity Zones.

Do Census tracts designated as Opportunity Zones automatically get renewed?

No, previous designations will remain in place until the previous version of the program ends. Census tracts are required to be eligible and nominated by Governor Walz to be Opportunity Zones in the new version of the program, effective January 1, 2027.

What is the impact of Opportunity Zones on Minnesota?

The previous iteration of the program did not require any reporting by investors or projects in Opportunity Zones, so very little concrete information is available. The new iteration of the program has increased reporting requirements, so more information should eventually be available several years from now.

Does DEED, Minnesota Housing, or the Governor's Office recommend investments in Opportunity Zones?

2026 OPPORTUNITY ZONE DESIGNATION

The State of Minnesota (including DEED, Minnesota Housing, and the Governor's Office) has only one role: the initial nomination of eligible census tracts as Opportunity Zones. Beyond that, consult your preferred legal, wealth management, accounting and other relevant advisors.

• Resources

- Download the application spreadsheet
- Eligible Census Tracts for Nomination as 2027 Opportunity Zones Authoritative Eligible Tract Resource from U.S. Department of Treasury (filter for Minnesota or relevant county to narrow your search)
- Map of all eligible census tracts: National mapping resource (zoom in on Minnesota or search for Minnesota counties)
- U.S. Department of Treasury Opportunity Zone Resources
- Link to Economic Innovation Group information about Opportunity Zones
- Urban Institute tool to inform 2026 Opportunity Zone selections for state and local decisionmakers
- Link to full bill that includes Opportunity Zones language

Census Tracts Eligible for Opportunity Zone Nomination 2026

Census Tract #	Population	Poverty Rate (%)	Median Family Income	Area Description
4808.01	936	20.3	$68,500	Bigfork and Effie
4801.02	1,439	8.46	$74,138	Alvwood, Wirt and Spring Lake
9400	2,441	19.84	$76,591	Squaw Lake, Inger, Max and Ball Club
4803.02	1,798	19.98	$70,833	Deer River, Zemple and Suomi
4805	2,569	17.12	$73,269	Nashwaulk
4810.01	2,160	13.24	$74,250	Coleraine and Trout Lake
4808.05	2,488	20.9	$61,111	SW Grand Rapids and E. Cohasset (includes industrial land around Hwy 35.)
4808.03	1,660	14.77	$69,663	SE Grand Rapids, S LaPrairie, Gunn (includes industrial land by GPZ, housing and commercial sites with utilities)

Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

OZ Eligible

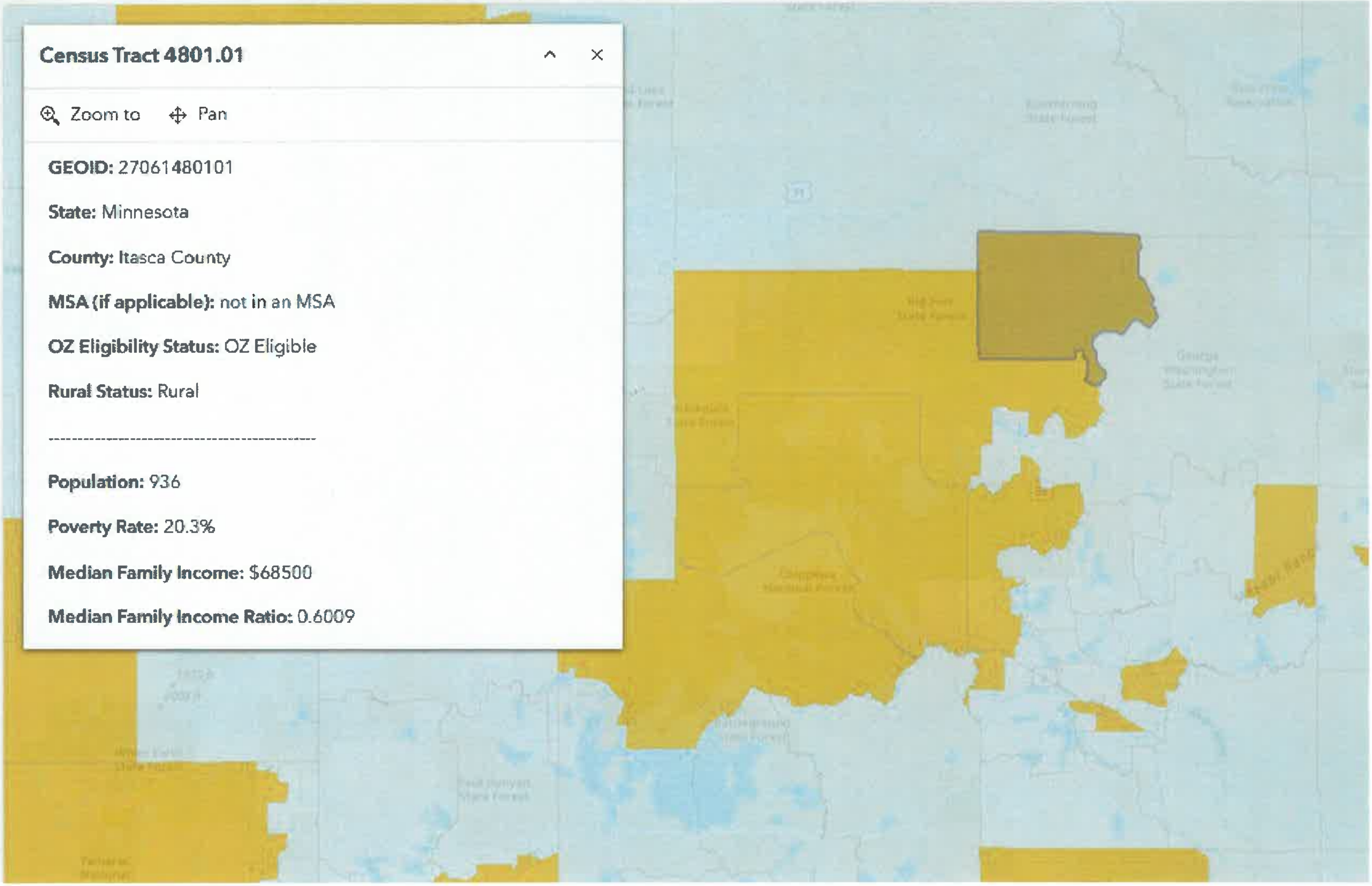
OZ Ineligible

MAP INFORMATION

This map depicts the Treasury Department's official list of eligible Opportunity Zone tracts according to the budget reconciliation act of 2025. Eligible census tracts may be nominated by governors for designation beginning July 1 2026. Note that the Treasury Department has published rural status for eligible OZ tracts only. We classify the remaining non-eligible tracts as being rural or non-rural based on criteria laid out in the legislation. Contact us at research@eig.org with any questions.

Download Data:

Download XLSX



Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

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OZ Ineligible

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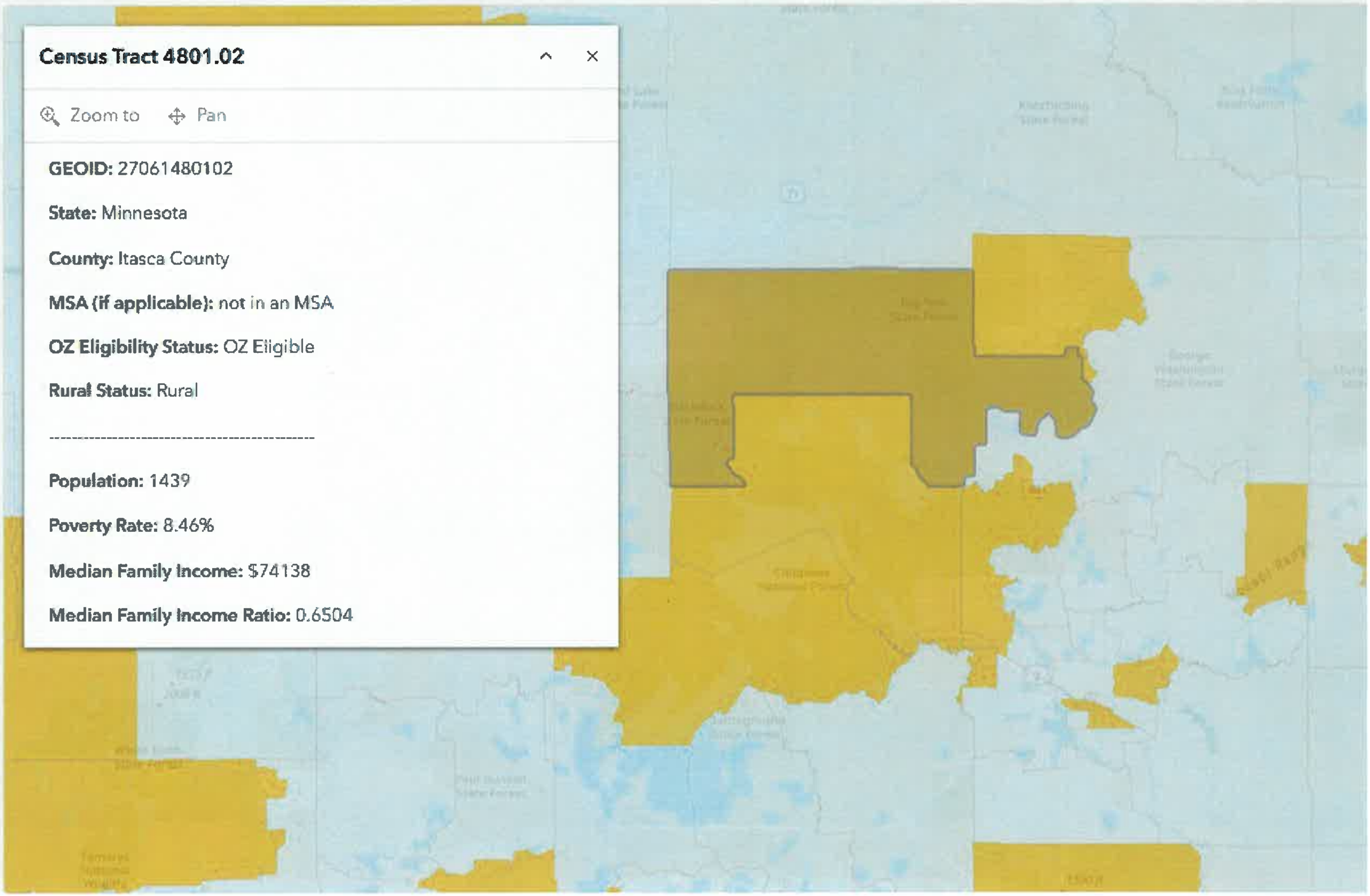
Download Data:

Download XLSX

Download SHP



Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

- OZ Eligible
- OZ Ineligible

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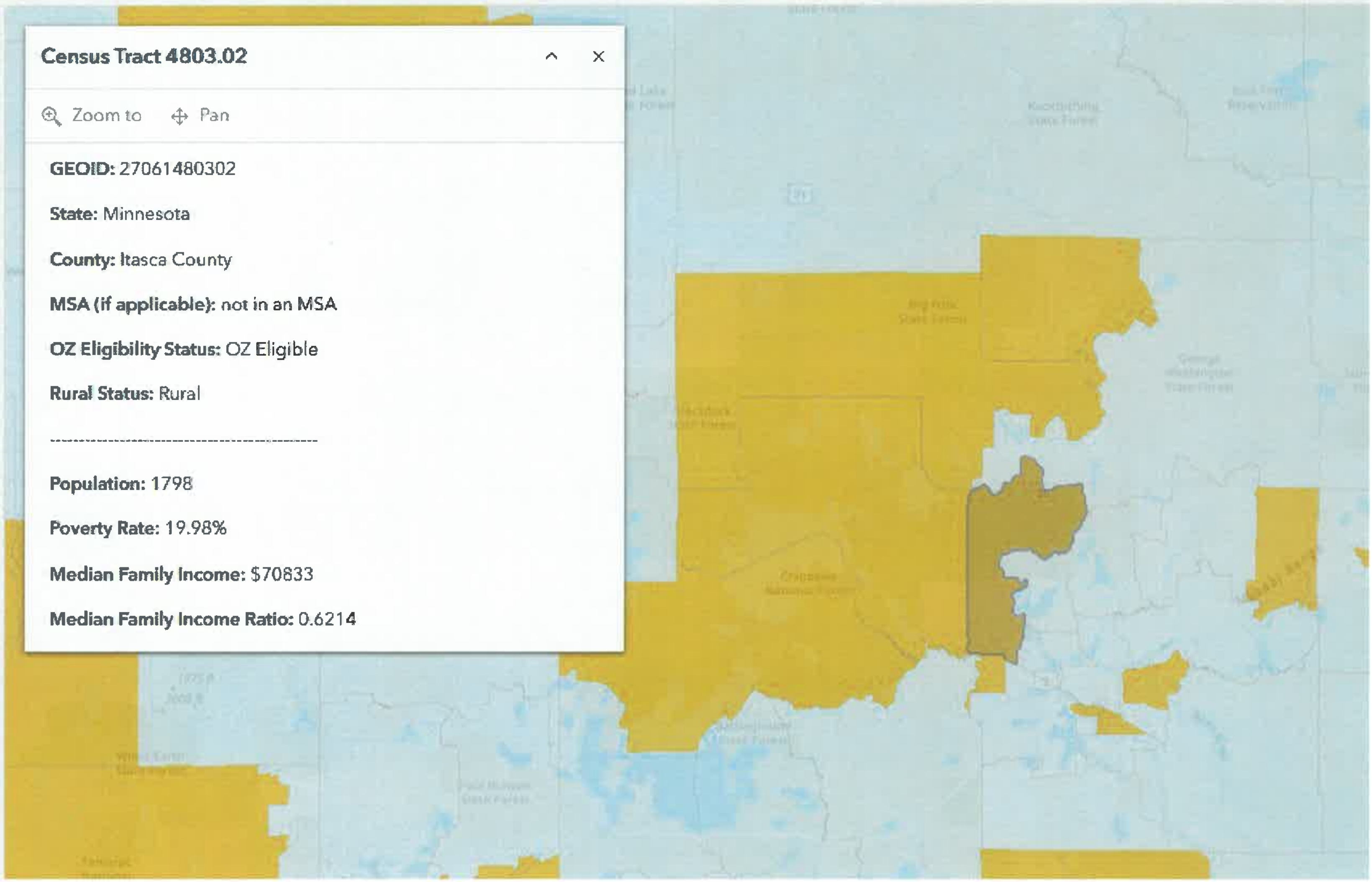

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Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

OZ Eligible

OZ Ineligible

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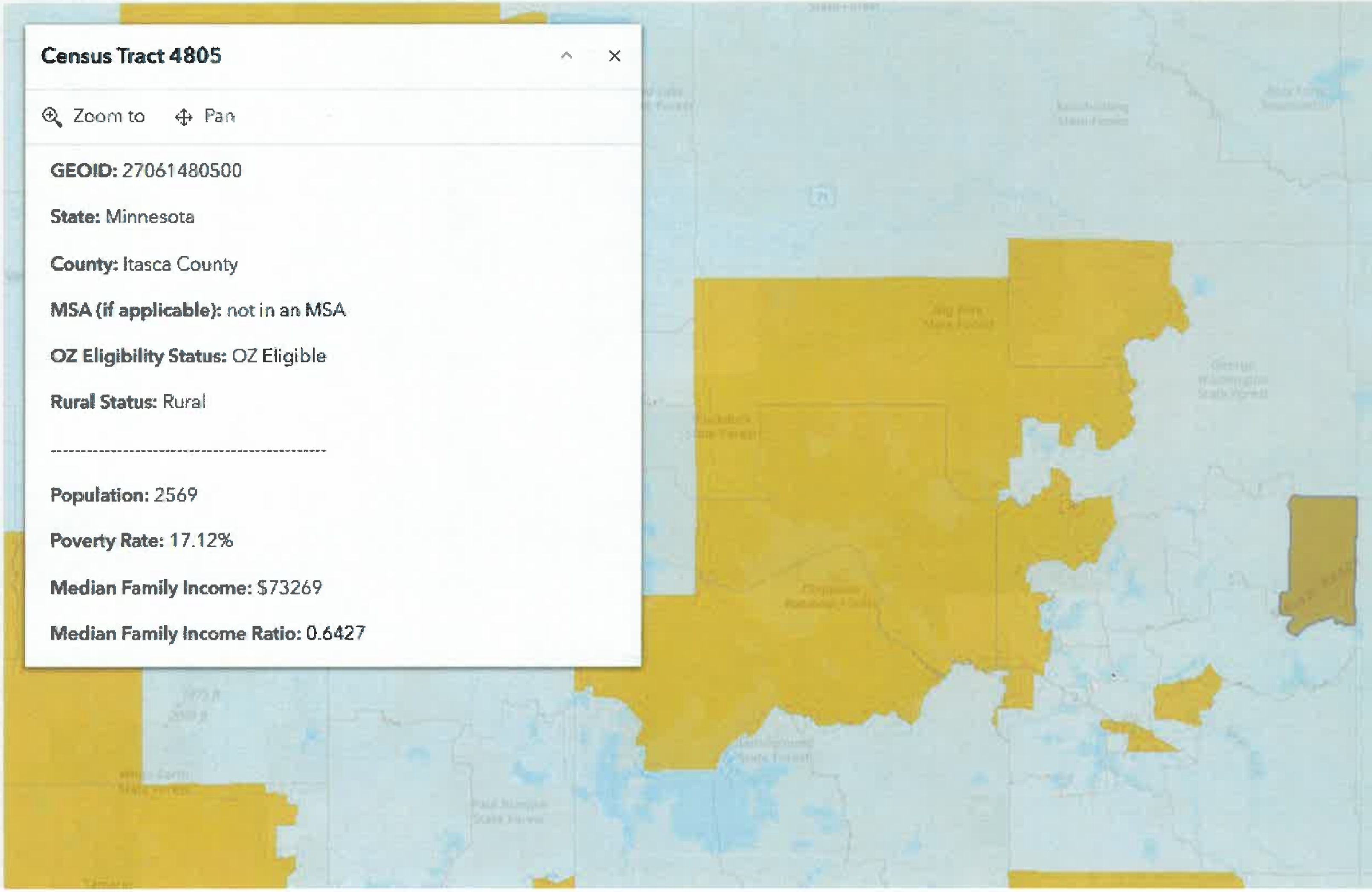

Census Tract 4805

Zoom to   Pan

GEOID: 27061480500

State: Minnesota

County: Itasca County

MSA (if applicable): not in an MSA

OZ Eligibility Status: OZ Eligible

Rural Status: Rural

Population: 2569

Poverty Rate: 17.12%

Median Family Income: $73269

Median Family Income Ratio: 0.6427

Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

- OZ Eligible
- OZ Ineligible

MAP INFORMATION

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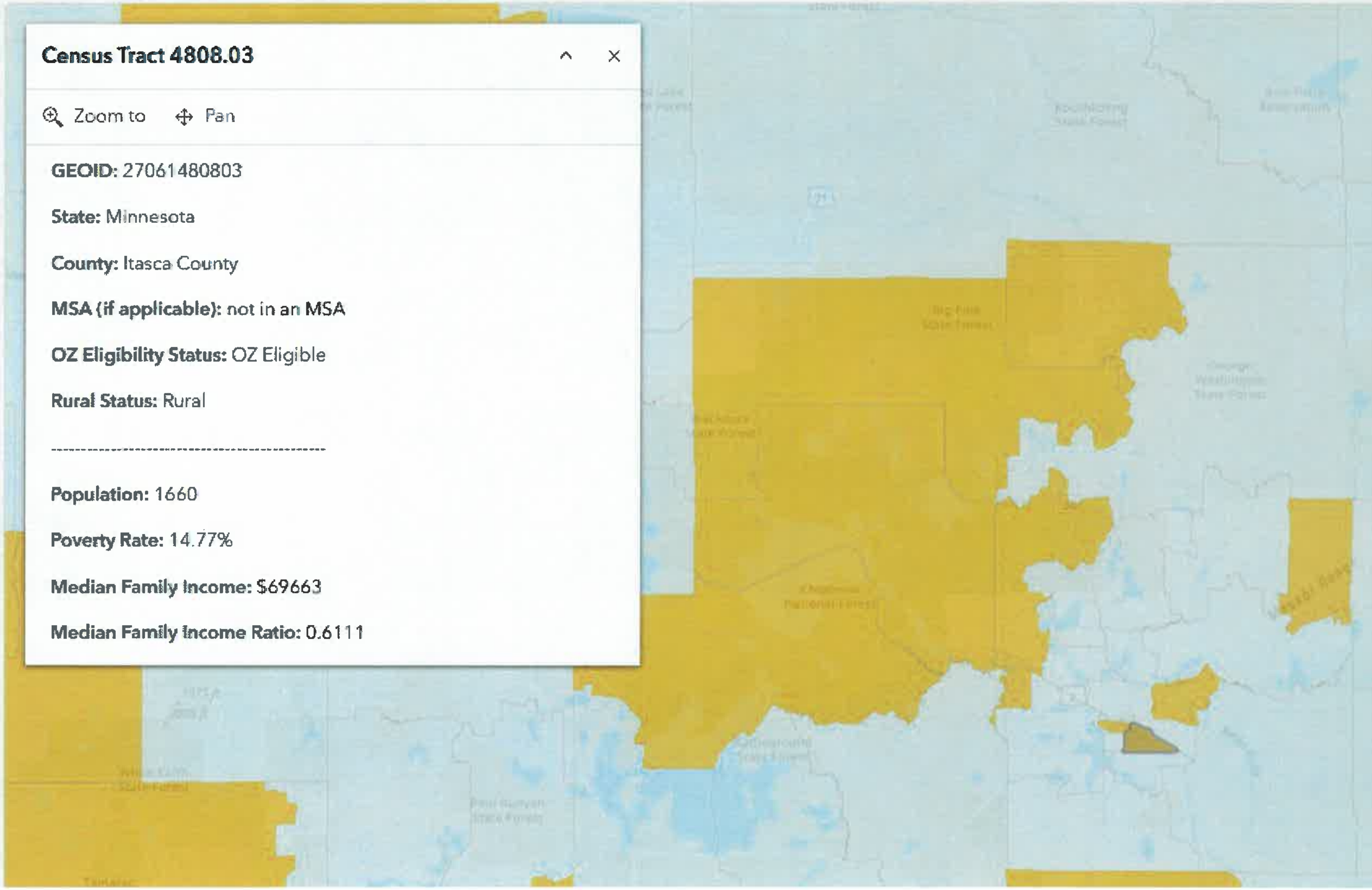

Download Data:

Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

- OZ Eligible
- OZ Ineligible

MAP INFORMATION

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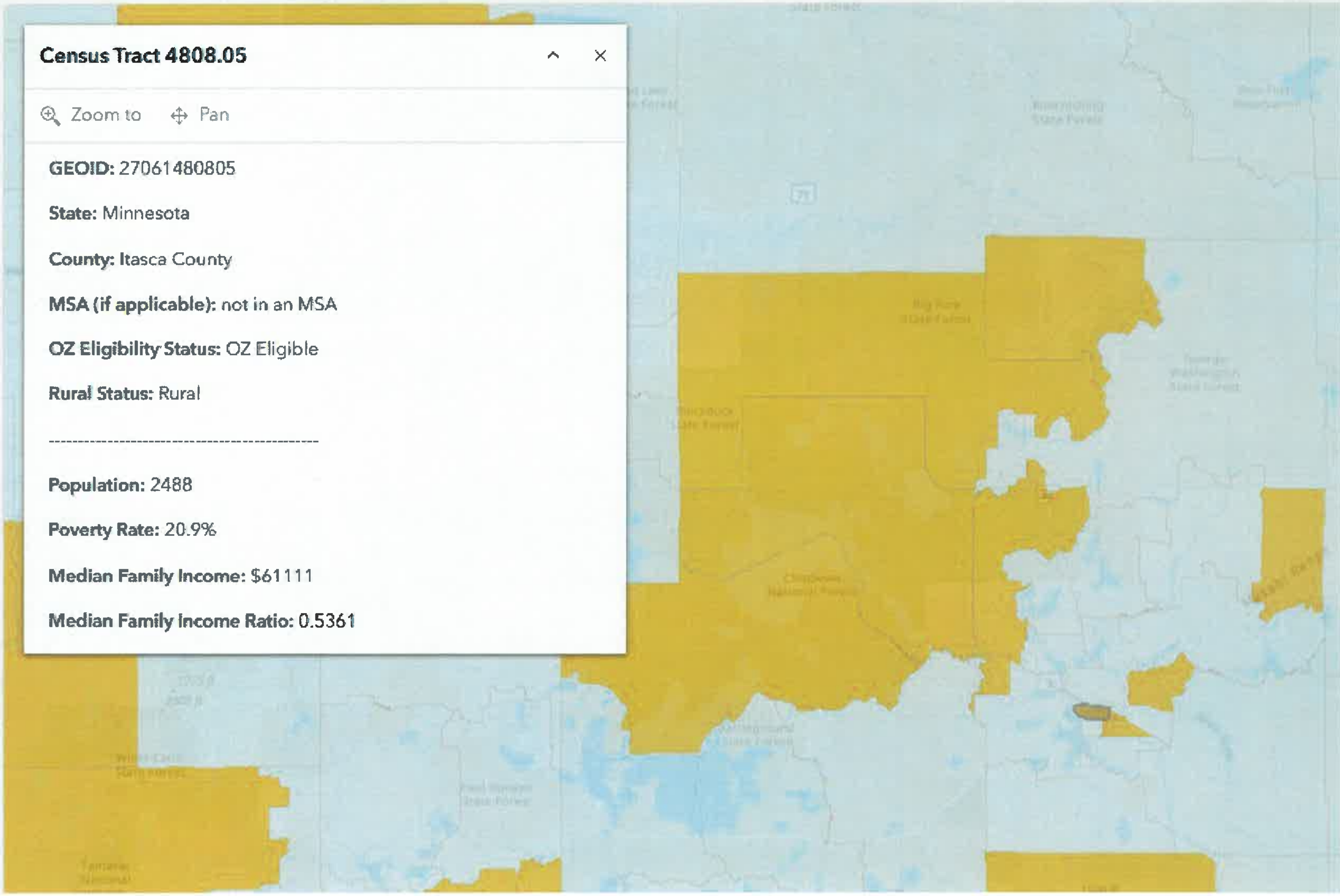

Census Tract 4808.05

Zoom to Pan

GEOID: 27061480805

State: Minnesota

County: Itasca County

MSA (if applicable): not in an MSA

OZ Eligibility Status: OZ Eligible

Rural Status: Rural

Population: 2488

Poverty Rate: 20.9%

Median Family Income: $61111

Median Family Income Ratio: 0.5361

Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

- OZ Eligible
- OZ Ineligible

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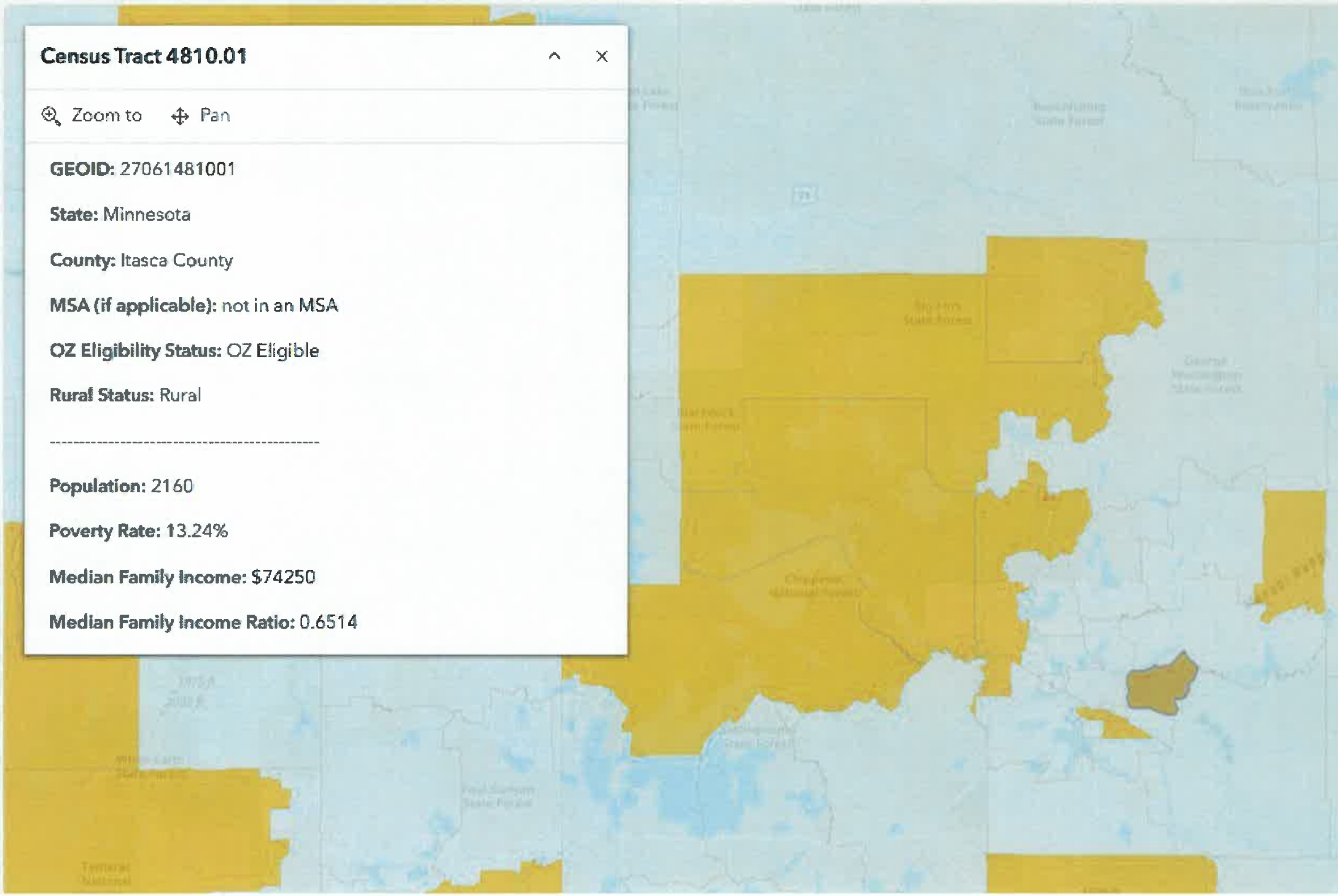
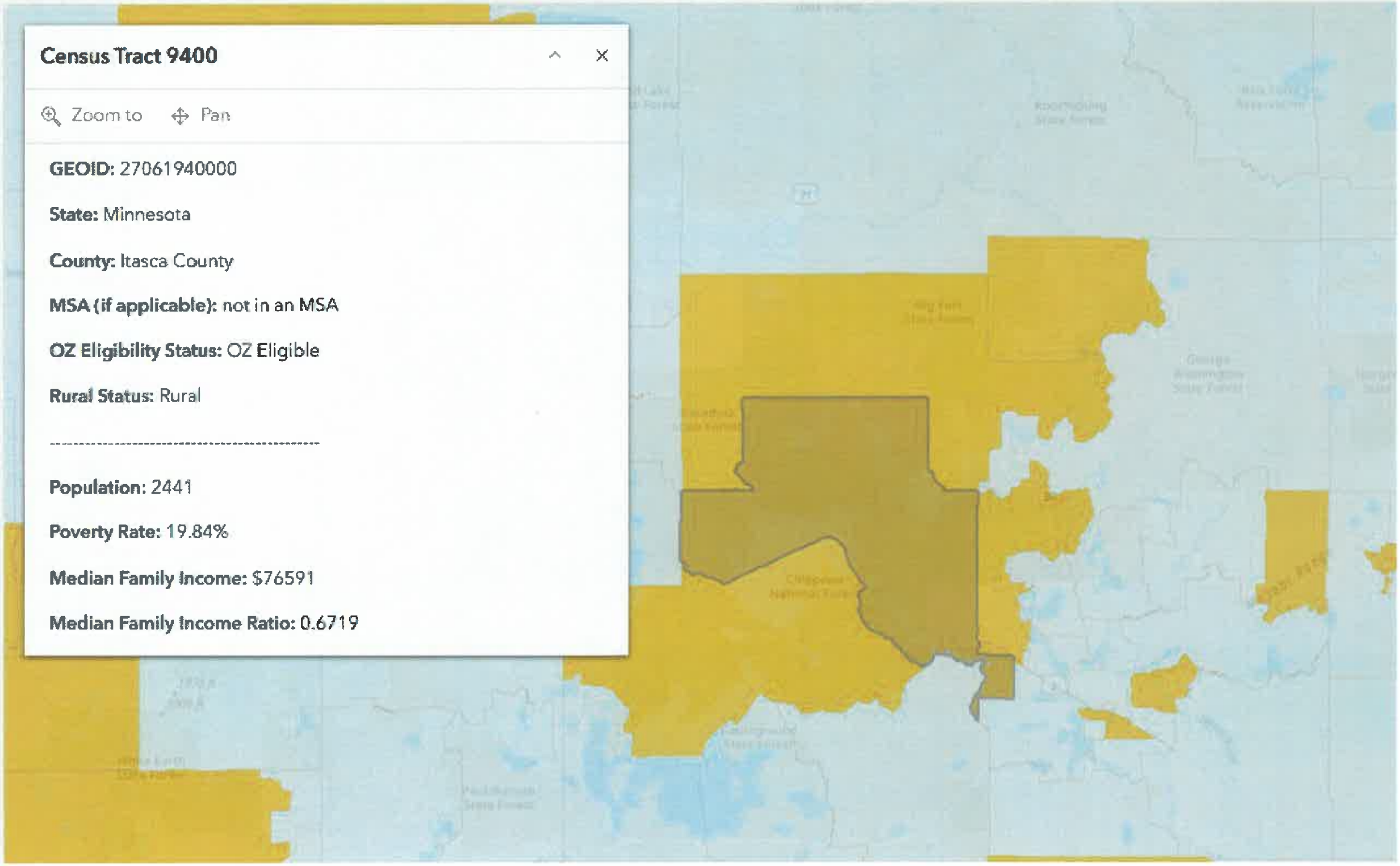


Census Tracts Eligible for Opportunity Zone Nomination 2026

OZ Eligibility

OZ Eligible

OZ Ineligible



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Download Data:

Identify All Geographic Areas Represented in this Application (Cities of First Class, Counties, Tribal Nations)	
Authorized Representative Name	
Authorized Representative Title	
Date	

Please complete the Principles, Collaboration and Opportunity Funds sections below:

Principles	Explain how the following information impacted the ranking of your eligible census tracts:
Needs of the low-income community and other partners serving the zone including data about the unemployment rate, high poverty rate and low median income	
Potential for positive impact to **further equity and inclusion** and minimize displacement and gentrification	
Commitment(s) to support the zone by industry, education, nonprofits and governments including ongoing collaborations (i.e. promise zones, empowerment zones and renewal communities)	
Development possibilities within the zone in the next 5 years including affordable and workforce housing and economic development	
Engagement with organizations who have indicated an interest in creating Opportunity Funds	
Businesses and emerging businesses with **investment potential** in the zone	
Potential positive impact the zone could have on the most distressed communities	
Highlight any **existing OZ projects** in your area that have occurred during the first round of the program	

Outline how you collaborated and received input from community, nonprofit, industry and business partners as well as the residents of the communities most in need of investment in making your recommendations.	

The promise of Opportunity Zones can only be met if Opportunity Funds are created that deploy private investment into Opportunity Zones. We strongly encourage you to reach out to any entities (i.e. community banks, foundations, CDFIs, CDCs) that may be working to create an Opportunity Fund as you create your priorities. Please share with us any entities you have reached out to about creating Opportunity Funds for Opportunity Zones in your region.	

Please rank your eligible census tracts by priority for designation (ie, if your geographic area has 3 eligible census tracts, rank your first choice 1, second choice 2, 3rd choice 3, etc.)

Rank	Census Tract Number (11 Digits)	Discussion (if any)
1		
2		
3		

Instruction: Add or subtract ranking numbers as needed based on the number of eligible census tracts in your geographic area.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-409

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Public Hearing for Off-Sale Liquor License

BOARD ACTION REQUESTED:
Hold a Public Hearing Re: Off Sale Intoxicating Liquor License for Resort 1941 LLC located at 52385 County Road 31, Wirt for the purpose of receiving public comment on the adoption of the proposed Liquor License.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 2, 2026

REQUEST FOR BOARD ACTION: RBA-2026-418

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Administrator Skyles

AGENDA ITEM:
Closed Session Re: Parcel ID: 91-018-4200

BOARD ACTION REQUESTED:
Hold a Closed session pursuant to MN Statute 13D.05 Subd 3(c) regarding parcel ID: 91-018-4200.

BACKGROUND:

(c) A public body may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the government entity;

(2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/02/2026

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**