



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 18, 2021

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	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 Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 11, 2021 County Board Regular Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the minutes of the Tuesday, May 11, 2021 County Board Special Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve Co-Op Agreement between Itasca County and the City of Grand Rapids for closure of 5th Street during the Government Center construction project and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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2. Authorize the County Engineer to enter into a professional service contract with Duluth Archaeology Center, LLC to provide cultural resource studies on nine (9) different proposed construction projects in the Transportation Department's 5 year plan.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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3. Award Contract 59821 - CR 238 Road Reconstruction & Bridge Replacement to S & R Reinforcing, Inc. in the amount of \$2,320,295.70.00 and authorize the required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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4. Approve service contract with S.E.H. for engineering design/bid administration/construction management services in the amount of \$26,500 for Phase 2 of the Paved Trail (.25 mile) in Squaw Lake (S. Lake) including the advertisement for bids, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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5. Approve Cooperative Agreement between Minnesota Department of Natural Resources and Itasca County for the Alborn - Pengilly Trail Culvert Replacement Project and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. Gambling Permit

Motion To: Approve a Premises Permit Application for gambling, as requested by the Pengilly Booster Club, for gambling to be held at the Red Eye Saloon located at 14301 State Highway 65, Swan River, MN 55784.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. Repairs to Canister Site Lots & Roads

Environmental Services Coordinator Greg Stoltz provided information regarding a possible request to utilize American Rescue Plan (ARP) Funds for repairs to the Itasca County Canister Sites and Demolition Landfill Road.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Request for Funding – 2021 Itasca Summit

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$50,000 to help fund the 2021 Itasca Summit.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. Request for Funding – Northern Minnesota Historical Mine Tour Project

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$65,000 to help fund the Northern Minnesota Historical Mine Tour project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

6. Request for Funding - APEX

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$49,500 to help fund an APEX project to generate manufacturing-focused leads for Itasca County.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of a recent Jail Committee meeting, as well as the bid opening for the first bid package of the New Jail/Facilities project.

Commissioner Trunt reported on his attendance of recent Fair Board, City/County Cooperating Committee, Western Mesabi Mine Planning Board (WMMPB), and Risk Management Commission meetings.

Commissioner Snyder reported on his attendance of a recent City/County Cooperating Committee meeting, as well as various township meetings.

Commissioner DeNucci reported on his attendance of the recent County Board Special Session and Planning Commission/Board of Adjustment meeting, as well as a Range Mining Task Force meeting.

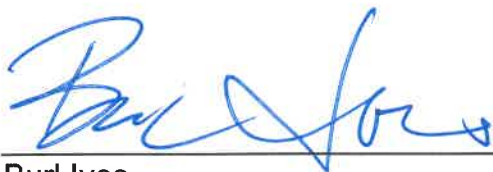
Commissioner Ives reported on his attendance of recent Risk Management Commission and Itasca Economic Development Corporation (IEDC) meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided information regarding Executive Order 21-23 from Governor Walz, which removes the requirement of mask use in public while indoors or outdoors, and indicated that a policy update will be forthcoming.

IX. COMMISSIONER COMMENTS**X. CLOSED SESSIONS****XI. ADJOURN**

Chair Ives adjourned the meeting at 3:23 PM.

ATTEST

Burl Ives
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 11, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.7 (COVID-19 Update) and approve the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Davin Tinquist
SECONDER: Commissioner Terry Snyder
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 4, 2021 County Board Work Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Ben DeNucci
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

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

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Davin Tinquist
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and 2Care4U LLC to provide EIDBI services.
2. Authorize execution of the attached easement in order to establish Highway right of way for C.S.A.H. 52 across the following Itasca County owned parcels: T05 (TP #53-005-3402): SE 1/4-SE 1/4-SW 1/4, Section 5, Township 60 North, Range 23 West and T20 (TP #53-009-1200): NW 1/4-NE 1/4, Section 9, Township 60 North, Range 23 West.

3. Award County Project 2021-12 for 2021 Pavement Marking Service to the lowest responsible bidder, Traffic Marking Service, in the amount of \$142,300.00 and authorize the necessary signatures to execute the contract documents.
4. Declare the existing Itasca County Roadway Lighting Policy void and adopt the attached Intersection Street Lighting Policy.
5. Adopt the Resolution RE: Sale of Tax-forfeited Land, parcel #91-585-4106, to the City of Grand Rapids for a Public Purpose, which approves sale of the North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of \$4,450.00 plus all associated costs.
6. Adopt the Resolution RE: Sale of Tax-forfeited Land to the City of Grand Rapids for Stormwater purposes, which approves sale Parcel 91-620-0230, described as Lot 23 and Lot 24 Less that part lying West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) for a price of \$4,000.00, plus all associated costs and which approves conveyance of Parcel 91-028-3109, described as Revised Description Number 1 of the Northeast Quarter of the Southwest Quarter, Section 28, Township 55, Range 25, more particularly described in the attachment, under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) at no charge.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 14, 2021, in the amount of \$504,591.88.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. Recognition of County Employees
The following employees were recognized:

Congratulations to Ryan Miskovich who was promoted from Traffic/GIS Technician, Transportation Department to GIS Analyst, Survey and Mapping Department effective May 3, 2021.

Congratulations to Jason Chamberlin who was promoted from Helpdesk Technician to Network / Telecommunications Specialist, MIS Department effective May 5, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement
Motion To: Accept the 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement between the State of Minnesota and Itasca County, for the grant amount of \$500.00, and authorize the signatures of Sheriff Williams and County Board Chair Burl Ives to the agreement and conflict of interest disclosure.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. 2021 Federal Boating Safety Supplemental Patrol Grant Agreement

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

6. National Police Week and Peace Officers' Memorial Day

Motion To: Adopt the Resolution Re: 2021 National Police Week and Peace Officer's Memorial Day, which proclaims the week of May 9-15, 2021 as Police Week and May 15, 2021 as Peace Officers' Memorial Day in Itasca County.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

7. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 2:52 PM.

ATTEST

Burl Ives
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 11, 2021

1:00 PM

Itasca County Boardroom

DRAFT

SPECIAL MEETING MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 1:00 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	1:00 PM
Terry Snyder	District #2	Present	1:00 PM
Leo Trunt	District #3	Present	1:00 PM
Burl Ives	District #4	Present	1:00 PM
Ben DeNucci	District #5	Present	1:00 PM

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Funding Discussion

County Administrator Brett Skyles provided information regarding the American Rescue Plan (ARP), which will deliver \$8,765,973 in Coronavirus State and Local Fiscal Recovery Funds to Itasca County for uses in response to the COVID-19 emergency through 2024.

Itasca Economic Development Corporation (IEDC) President & CEO Tamara Lowney provided information regarding the request to utilize up to \$50,000 in ARP Funds to help fund the 2021 Itasca Summit which will be hosted by IEDC this fall.

Community and Economic Development Associates (CEDA) representative Sarah Carling provided information regarding the request to utilize up to \$65,000 in ARP Funds to help fund the Northern Minnesota Historical Mine Tour project.

APEX representatives Brian Hanson and Matt Shermoen provided information regarding the request to utilize up to \$85,500 in ARP Funds to help fund a project to generate manufacturing-focused leads for Itasca County.

It was the consensus of the County Board to refer these request to the May 18, 2021 County Board Work Session.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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III. ADJOURN

Chair Ives adjourned the meeting at 2:07 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1563

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Co-Op Agreement

BOARD ACTION REQUESTED:

Approve Co-Op Agreement between Itasca County and the City of Grand Rapids for closure of 5th Street during the Government Center construction project and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 042921 5th St Co-op Agreement

05/18/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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**CITY OF GRAND RAPIDS
And
ITASCA COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

City Street: 5th Street NE
County Project: Courthouse Expansion

This Agreement is between the City of Grand Rapids acting through its City Council ("City") and Itasca County acting through its Board of Commissioners ("County").

Recitals

1. The County plans to construct a new jail facility adjacent to the existing Courthouse building; and
2. The County will perform removals, grading, bituminous, concrete curb and gutter, concrete walk, storm sewer, watermain, sanitary sewer and other associated construction improvements upon, along and adjacent to 5th Street NE according to County prepared plans, specifications and special provisions; and
3. County will fund all of the costs of the improvements and associated design and construction engineering covered under this Agreement; and
4. The County has requested that portions of 5th Street NE, from Pokegama Avenue to 2nd Avenue NE, be closed during the construction of the new facility; and
5. The area along 5th Street NE, north of City Hall, shall remain open for Grand Rapids Police parking only and shall be signed as such; and
6. The County will be responsible for all fencing, signage and traffic control related to the roadway closure; and
7. The County shall coordinate with all businesses and property owners along the closure; and
8. The sidewalk along the north side of 5th Street NE shall remain open at all times; and
9. The County shall be responsible for snow removal within County portion (red outline in Exhibit A) of the fenced area of the road closure; and
10. The County shall be responsible to repair any damage to City facilities within the closure boundary; and
11. Minnesota Statutes § 162.17, authorizes the City and County to make arrangements with and cooperate with any city and county authority for the purposes of constructing, maintaining and improving City streets and CSAH's.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. Effective date:** This Agreement will be effective on the date the City obtains all signatures required.
- 1.2. Expiration date:** This Agreement will expire when all obligations have been satisfactorily fulfilled and the project has been completed`.

- 1.3. *Survival of terms:*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 1.4. *Plans, Specifications, Special Provisions:*** Plans, specifications and special provisions designated by the County, when completed, will be on file in the office of the City Engineer, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. *Exhibits:*** Exhibit A (5th Street closure map) is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

2.1. The City's Authorized Representative will be:

Name/Title: Matt Wegwerth, Public Works Director / City Engineer (or successor)
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744
Telephone: (218) 326-7625
Fax: (218) 326-7621
E-Mail: mwegwerth@ci.grand-rapids.mn.us

2.2. The County's Authorized Representative will be:

Name/Title: Brett Skyles, County Administrator (or successor)
Address: 123 4th Street NE, Grand Rapids, MN 55744
Telephone: (218) 327-7363
E-Mail: brett.skyles@co.itasca.mn.us

3. Liability; Worker Compensation Claims; Insurance

- 3.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend County against any claims, causes of actions, damages, costs, (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s),
- 3.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act

3.3. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

4. Termination.

4.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

5. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

CITY OF GRAND RAPIDS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(Mayor of Grand Rapids)

Date: _____

By: _____
(City Clerk)

Date: _____

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(County Board Chair)

Date: _____

By: _____
(Clerk to the County Board)

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1557

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Cultural Resources Consultant Services - Construction Projects in the 5 Year Plan

BOARD ACTION REQUESTED:

Authorize the County Engineer to enter into a professional service contract with Duluth Archaeology Center, LLC to provide cultural resource studies on nine (9) different proposed construction projects in the Transportation Department's 5 year plan.

BACKGROUND:

Determining impacts to cultural resources is a key part in deciding if a reconstruction project can, or should, move forward in the 5 year plan. Impacts to cultural resources are also tied to several of our environmental permits needed for construction. We sent out an RFP requesting quotes from two different consultants. The RFP covered 9 different projects and Duluth Archaeology Center, LLC responded with a proposal that is acceptable from the Transportation Department's perspective. Duluth Archaeology has provided cultural resources studies in the past and it is recommended that they be used for this project.

This is the standard Professional Technical Contract that the department uses and has been through Attorney review in the past.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. Professional Technical Contract - 2021 Cultural Resources - Unsigned

05/18/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and Duluth Archaeology Center, L.L.C., 5910 Fremont St. Suite 1, Duluth, MN 55807.

WHEREAS, the County Board of Commissioners is empowered to engage such assistance as deemed necessary, and

WHEREAS, County does not have available necessary and qualified personnel to conduct the services as describe herein, and

WHEREAS, CONSULTANT represents that it is duly qualified and agrees to perform all services in this Contract.

NOW, THEREFORE it is agreed that CONSULTANT, who is not a County employee, will perform the work under this Contract, including the Special and General Contracts and Exhibits A and B or any other conditions which are hereby attached and incorporated.

Effective Date: May 25, 2021 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2022

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

CONSULTANT

ITASCA COUNTY

By: _____
Duluth Archaeology Center, LLC.

By: _____
Itasca County
Karin Grandia
County Engineer

By: _____
Duluth Archaeology Center, LLC.

Consultant's Signature Acknowledgement

This instrument was acknowledged before me this ____ day of _____

by _____ the _____ and
(name) (title)

by _____ the _____ and
(name) (title)

of Duluth Archaeology Center, LLC.

Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for archaeology and cultural resources to Itasca County in connection with 11 upcoming projects on the County's 5 Year Construction Plan.

ARTICLE 1 TERM OF AGREEMENT:

- A. Effective Date: May 25, 2021 or the date that all required signatures are obtained by the County, whichever is later.
- B. Work Completion Date: June 30, 2022
- C. Expiration Date: December 31, 2022

ARTICLE 2 SCOPE OF WORK:

- A. See "Exhibit A" for Scope of Work.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

- A. The following will be provided and/or completed by COUNTY
 - 1. Property owner information
 - 2. Notifying Property owners of site work

ARTICLE 4 DELIVERABLES BY CONSULTANT:

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

ARTICLE 5 CONSIDERATION OF PAYMENT:

- A. Consideration of all services performed and goods or materials supplied by CONSULTANT will be paid by COUNTY on an Hourly, Not to Exceed dollar amount as specified in contract.
- B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

- A. CONSULTANT will use the COUNTY approved "Invoice" when submitting invoices on a monthly basis.
- B. Retainage: Payments to CONSULTANT will be made based on invoices submitted monthly.
- C. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.
- D. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.
- E. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated.

ARTICLE 7 AGREEMENT PERSONNEL:

A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:

1. Name: Dr. Susan C. Mulholland
Title: President, Duluth Archaeology Center
Address: 5910 Fremont St. Suite 1,
Duluth, MN 55807
Phone: 218-624-5489

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

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

Name: Karin Grandia, PE
Title: Itasca County Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-7389

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

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

Name: Rachel Metelak, PE
Title: Transportation Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-0685

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

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS:

None.

ARTICLE 10 ADDITIONAL PROVISIONS:

- A. Arbitration. Any dispute or disagreement between the parties arising out of or related to this Agreement shall be in the District Court Ninth Judicial District of the State of Minnesota and resolved by arbitration in Itasca County, Minnesota, USA, under the rules in effect of the American Arbitration Association. Judgment upon award may be entered in any court of competent jurisdiction.

Exhibit A
Scope of Work

SCOPE OF WORK: PHASE I ARCHAEOLOGICAL SURVEY FOR COMBINED TRANSPORTATION PROJECTS, ITASCA COUNTY, MINNESOTA

I. FIRM NAME Duluth Archaeology Center, L.L.C.
5910 Fremont St. Suite 1, Duluth MN 55807

Dr. Susan Mulholland (president)
tel 218/624-5489, fax 218/249-0765, email archcenter @ aol.com

II. PROJECT OBJECTIVES

The objective of this project is to conduct standard Phase I archaeological field survey of multiple transportation projects for the Itasca County Transportation Department. The Area of Potential Effects (APE) includes various lengths and widths centered on the existing road centerlines or bridges (Table 1). Survey will include surface pedestrian walkover and shovel testing as appropriate to ground conditions, with reporting to SHPO standards (Anfinson 2011). The survey will identify historic properties and probable impacts from proposed projects on historic properties within the defined APEs.

Survey will be conducted in two groups based on project deadlines. Projects 1, 2, 7, 8 are priority 1 (due December 1, 2021); projects 3, 4, 5, 9, 10 are priority 2 (due June 30, 2022). [Project 6 has been dropped.] Field survey for projects will be combined where possible. Separate reports will be written for each individual project, artifact curation, if necessary, is also included for each individual project.

III. WORK PLAN

Contractor will complete the following tasks:

- *Task 1: administration and prefield*
Contractor will conduct accounting and record keeping; review OSA and SHPO records for previously recorded historic properties; obtain State archaeology licenses for public land (state, county, township) as per MnST 138/Field Archaeology Act; request Gopher State One-Call locates for utilities. Client will notify private landowners of the survey.
- *Task 2: field review*
Contractor will conduct standard Phase I archaeological field survey on the projects APEs for unreported historic properties (Anfinson 2011). Each project will be surveyed by pedestrian walkover with shovel tests in areas of higher potential for sites. Shovel tests will be refilled after screening in ¼ inch mesh. Historic properties will be recorded and mapped.
- *Task 3: laboratory analysis*
Contractor will conduct analysis and accessioning of any recovered artifacts for permanent curation at the appropriate repository as required under the State license (if from public lands) or return to landowners (if from private lands).

- Task 4: reporting

Contractor will report on the results of the survey to SHPO/OSA standards (Anfinson 2011), including site form(s) if needed and recommendations for any further archaeological investigations. Draft reports will be submitted to client for review; the final reports will be submitted after receipt of comments. Individual reports will be prepared for each separate project.

Project Schedule

Contractor will start work after written authorization from the client. Anticipated field date is during summer 2021 for projects 1, 2, 7, 8 and late summer/fall for the other five projects; field work will require 1 to 3 days per project. Laboratory and reporting will be scheduled after completion of field work. For each project, a minimum of 2-3 weeks will be required if no archaeological sites are recorded and a minimum of 4-5 weeks if archaeological sites are recorded. Completion of the draft reports will be by or before November 15, 2021, for projects 1,2,7,8 and June 15, 2022, for the other projects; the final reports can be submitted within 2 weeks of receipt of comments from the client.

Curation

Any artifacts recovered from public lands are under the jurisdiction of the land managing agency and must be curated at an approved facility as per the State license. Curation at the Minnesota Historical Society (MHS), under repository agreement 954 is included in the individual budgets. Artifacts from private lands may be returned to the landowner if requested or curated at MHS if donated by the landowner.

IV. BUDGET

The total costs are listed by project on a separate page. The budgets are not to exceed quotes; expenses will be charged as incurred. Detailed expenses for each project are available by request. Curation costs are estimated at \$475 for each project and are charged only if artifacts are recovered that require curation.

V. PERSONNEL

- Dr. Susan Mulholland: principal investigator, field supervisor

Dr. Mulholland is a Registered Professional Archaeologist (RPA) and meets Secretary of Interior standards for archaeology. She has several decades of experience conducting archaeological projects in Northern Minnesota, including survey and excavation. She currently holds an annual Minnesota state license for archaeological survey. She is also listed as a Qualified Archaeologist under Wisconsin's Burial Sites Preservation law/Administrative Rules and currently holds a burial authentication license in Minnesota.

- Jennifer Hamilton: lab supervisor, accountant

Ms. Hamilton is a Registered Professional Archaeologist (RPA) and has decades of experience in Northeastern Minnesota archaeology. She has expertise in graphics (AutoCad, Powerpoint) and mapping (ArcGIS) computer programs as well as familiarity with MHS curation requirements.

VI: APPROVED BY

Susan Mulholland

Name: Susan C. Mulholland

Date: April 30, 2021

Title: President, Duluth Archaeology Center

Anfinson, S.F. 2011 *State Archaeologist's Manual for Archaeological Projects in Minnesota*.
Office of the State Archaeologist, Fort Snelling History Center, St. Paul.

Table 1. Combined Transportation Projects, Itasca County, Minnesota.

#	PROJECT	START / END	LOCATION	LENGTH	WIDTH*
1	CSAH 52	CR340 / CR342	T60N, R24W, S15,21,22,28	2.8 mi	75 ft
2	CSAH 52	CR342 / Horseshoe Lake	T60N, R23W, S7,7,18 T60N, R24W, S13-15	4.3 mi	75 ft
3	CSAH 15	TH 169 / end	T56N, R24W, S21,22,27,28	0.7 mi	40 ft
4	CSAH 92	0.15 mi. E of CR 256 / CSAH 19	T57N, R27W, S25, 36 T57N, R26W, S30,31	1.2 mi	50 ft E, 100 ft W
5	CSAH 17 (Br. 7146)	1.75 mi. W TH 169	T54N, R26W, S 26	0.1 mi (300 ft)	60 ft
6	<i>deleted</i>				
7	CSAH 70 (Br. 7109)	1 mi. E of CSAH 10	T55N, R24W, S 10, 15	0.1 mi (300 ft)	60 ft
8	CSAH 70	0.25 mi. E of CSAH 10	T55N, R24W, S 10,15	0.1 mi (300 ft)	60 ft
9	CSAH 58	0.4 mi. W of CSAH 3	T53N, R24W, S 17, 20	0.1 mi (300 ft)	60 ft
10	CR 439	0.15 mi. N of CSAH 68	T53N, R24W, S 17, 18	0.1 mi (300 ft)	60 ft

*to either side of the existing road centerline

**COMBINED TRANSPORTATION PROJECTS PHASE I ARCHAEOLOGICAL
SURVEY, ITASCA COUNTY, MINNESOTA**

<u>PROJECT</u>	<u>TOTAL</u>
1: CSAH 52	\$4,099.42
2: CSAH 52	\$7,929.70
3: CSAH 15	\$3,184.60
4: CSAH 92	\$3,212.60
5: CSAH 17/ Br 7146	\$2,457.78
7: CSAH 70/ Br 7109	\$2,588.25
8: CSAH 70/ Br 7108	\$2,588.25
9: CSAH 68/ Br 7027	\$2,457.78
10: CR 439/ Br 7026	\$2,457.78
TOTAL:	\$30,976.16

GENERAL CONDITIONS

ARTICLE 11 TERMS OF AGREEMENT

- A. This Agreement will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate COUNTY officials, and the appropriate CONSULTANT officials, whichever event occurs later. This Agreement will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Agreement have been fulfilled to the satisfaction of COUNTY, whichever event occurs first.
- B. For delays encountered that are beyond CONSULTANT'S control, and upon written request from CONSULTANT, COUNTY'S Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Agreement. The length of such time extension will be determined by COUNTY'S Authorized Agent and will not exceed the Expiration Date of the Agreement.
- C. It will be CONSULTANT'S responsibility to notify COUNTY'S Project Manager and COUNTY'S Authorized Agent, in writing, if the project will not be completed as scheduled. COUNTY'S Project Manager will have the authority to adjust the schedule, in writing, within the terms of the Agreement.

ARTICLE 12 GOVERNING LAW

This agreement will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Agreement as if fully set forth herein.

ARTICLE 13 TERMS OF GENERAL CONDITION

- A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of This Agreement.
- B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Agreement.

ARTICLE 14 TERMS OF PAYMENT

- A. Subject to the provisions of the Special and General conditions, all services performed and/or goods satisfactorily supplied by CONSULTANT pursuant to this Agreement will be paid by COUNTY. Compensation will be in accordance with the Special Conditions, ARTICLE 5, Consideration of Payment.
- B. If it appears at any time that CONSULTANT will exceed the Total Agreement Amount stated in the Special Conditions of this Agreement, CONSULTANT must notify COUNTY'S Authorized Agent in writing in a timely manner. CONSULTANT will not be compensated for work performed in excess of the Total Agreement Amount without a written, and fully executed, amendment to the Agreement. Any work performed beyond that which is provided for in this Agreement without a prior written amendment signed by COUNTY, will be deemed voluntary and CONSULTANT will not be entitled to compensation for the extra work.
- C. If CONSULTANT claims any instructions, latent conditions, or conditions exist that cause extra cost under this Agreement, CONSULTANT must make claim for any extra cost incurred in writing 10 days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Agreement. Any claim made after this time will be refused and no claim will be valid

unless so made. Any work performed under an amendment to this Agreement that has not been properly approved and executed by the parties, will be performed at CONSULTANT'S own risk. COUNTY'S Authorized Agent will have the sole authority to determine whether any claimed extra costs are reasonable under the circumstances and whether COUNTY will approve the extra costs.

- D. COUNTY will not pay overtime rates for any overtime work or services performed by CONSULTANT or subcontractor unless COUNTY'S Authorized Agent has specifically requested CONSULTANT to do so in writing. When specifically authorized by COUNTY'S Authorized Agent, overtime premium pay will be reimbursed as a direct cost for the overtime portion of the hourly rate and is not eligible for overhead costs or profit.
- E. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONSULTANT as a result of performance of this Agreement must not exceed the amount defined in the Special Conditions. CONSULTANT will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations". CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside STATE of Minnesota unless it has received prior written approval from COUNTY for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state".
- F. The final payment due CONSULTANT will be based on actual acceptable costs as determined by an audit conducted by COUNTY. The audit will be conducted using the Cost Principles and Procedures set forth in the Federal Acquisition Regulations, 48 C.F.R. #31, or as modified by COUNTY policies and procedures. Based upon final audit, the final payment to CONSULTANT may exceed the Total Agreement Amount without amending this Agreement.

ARTICLE 15 PROCEDURES FOR PAYMENT

- A. Payments will be made by COUNTY within 30 days of CONSULTANT'S presentation of invoices and progress reports for services performed and the acceptance of such services by COUNTY'S Authorized Agent.
- B. Invoices for payment must be submitted by CONSULTANT monthly to COUNTY'S Authorized Agent in the form prescribed by COUNTY. Invoices must identify the cost for the services performed and/or goods delivered for the billing period and must satisfy the requirements listed below:
 - 1. Each invoice must contain the following information: COUNTY Agreement Number, COUNTY agreement invoice number (sequential), billing address if different from business address, and CONSULTANT'S original signature attesting that the invoiced services and costs are new and that no previous charge for those services and/or goods has been included in any prior invoice.
 - 2. Direct non-salary costs allocable to the work under this Agreement, and defined in the Special Conditions of this Agreement, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the CONSULTANT. Supporting documentation must be provided in a manner that corresponds to each direct cost.
 - 3. The original of each invoice and progress report must be sent to COUNTY'S Authorized Agent for review and payment.
 - 4. CONSULTANT must provide, upon request of COUNTY'S Authorized Agent, the following supporting documentation:

- a. Direct salary costs of employees' time directly chargeable for the services performed under this Agreement. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
 - b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generate printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
- C. If CONSULTANT is authorized by COUNTY to use or uses any subcontractors, CONSULTANT must include all the above supporting documentation in any subcontractor's agreement, and CONSULTANT must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by CONSULTANT of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.
- D. CONSULTANT must require subcontractor's invoices to follow the same form and contain the same information as set forth in ARTICLE 15.B above.

ARTICLE 16 CONDITIONS OF PAYMENT

- A. All services and/or goods provided by CONSULTANT pursuant to this Agreement must be performed to the satisfaction of COUNTY and in accordance with the following:
- 1. All current applicable federal, state, and local laws, ordinances, rules and regulations.
 - 2. All current STATE standards, policies and practices.
- B. CONSULTANT will not receive payment for work determined by COUNTY'S Authorized Agent to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules or regulations.
- C. RETAINAGE: Pursuant to Minnesota Statutes Section 16C.08, subdivision 5(b), no more than ninety percent (90%) of the compensation due under this Agreement may be paid until the final produces) of this Agreement have been reviewed by the Itasca County Board of Commissioners. The balance due and owing will be paid at the time that the Itasca County Board of Commissioners determines that Consultant has satisfactorily fulfilled all the terms of this Agreement.

All services and/or goods covered by progress payments made by COUNTY will become the sole property of COUNTY. This provision must not be construed as relieving CONSULTANT from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of COUNTY to require the fulfillment of all of the terms of this Agreement.

- D. Nothing in this Agreement must be construed in any way to operate or relieve CONSULTANT from its obligation to complete the services and/or deliver any goods described in this Agreement for a sum not to exceed that set forth in the Special Conditions.

ARTICLE 17 CONSULTANT'S KEY PERSONNEL

- A. CONSULTANT'S key personnel specified by name and title in the Special Conditions will be considered essential to the work being performed.
- B. If, for any reason, substitution of a key person becomes necessary, CONSULTANT must provide two weeks'

advance written notification of the substitution to COUNTY'S Authorized Agent. The written notification must include the proposed successor's name and a resume of his/her qualifications. COUNTY'S Authorized Agent will have the right to approve or reject the proposed successor.

ARTICLE 18 ASSIGNMENT

- A. CONSULTANT may neither assign nor transfer any rights or obligations under this Agreement without prior written authorization from COUNTY'S Authorized Agent. The written authority will in no way relieve CONSULTANT from the primary responsibility for performance of the services and/or delivery of the goods specified in this Agreement.

ARTICLE 19 SUBCONTRACTS

- A. CONSULTANT must require all subcontractor agreements to contain all appropriate terms and conditions of this Agreement, including Articles 11 through 12, Articles 14 through 16, Article 17, Articles 19 through 35, and Articles 37 and 38, as they apply to the subcontractor. The use of subcontractors does not relieve the CONSULTANT from performing and delivering the work stated in the Agreement.
- B. COUNTY'S Authorized Agent must review, and accept for compliance with the General and Special Conditions of this Agreement, all subcontractor agreements exceeding \$10,000.00 prior to the execution of any such subcontractor agreement. COUNTY'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the General and Special Conditions of this Agreement.
- C. A copy of any and all subcontractor agreements must be returned to COUNTY'S Authorized Agent after execution of the subcontractor agreement and prior to work starting under the subcontractor agreement.

ARTICLE 20 AMENDMENTS, CHANGE ORDERS, MERGER, AND COUNTERPARTS

- A. Amendments to this Agreement will be considered only for unforeseen work or services that were excluded in the Scope of Work of the Special Conditions and that are considered essential to the work. Any written claim made by the CONSULTANT for extra work or costs under this Agreement that has been approved by COUNTY'S Authorized Agent must be evidenced by an amendment to this Agreement. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Agreement, or their successors in office. CONSULTANT must notify COUNTY'S Project Manager in writing if CONSULTANT will be delayed in any way from completing the project under this Agreement.
- B. The work to be done in connection with this Agreement may be changed at the request of COUNTY, with the mutual concurrence of CONSULTANT. Any change will be clearly and fully defined in writing and approved by both parties. Change orders must be consistent with the basic purpose of this Agreement and within the general Scope of Services identified in the Special Conditions. Changes in the Total Agreement Amount or the Agreement Expiration Date are not permitted in a change order.
- C. This Agreement, including all items incorporated by reference, contains all negotiations and agreements between CONSULTANT and COUNTY. No other understanding, whether written or oral, regarding this Agreement, may be used to bind either party.
- D. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

ARTICLE 21 AFFIRMATIVE ACTION

- A. Pursuant to Minnesota Statutes Section 363.073, for agreements in excess of \$100,000.00 CONSULTANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights or provided COUNTY with a letter of exemption.
- B. CONSULTANT certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive order no. 11246 as amended by Executive Order No. 11375. Accordingly, 49 C.F.R. 21 through Appendix C and 23 C.F.R. 710.405(b) will be applicable.

ARTICLE 22 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

- A. CONSULTANT must procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with all applicable federal and state laws.

ARTICLE 23 AUDITS AND INSPECTIONS

- A. The books, records, documents and accounting procedures and practices of CONSULTANT relevant to this Agreement are subject to examination by COUNTY and/or Legislative Auditors, as appropriate, for a minimum of six years. All required records must be maintained for at least three years after final payment is made under this Agreement.
- B. Duly authorized representatives of COUNTY (and the Federal Highway Administration, if federal funds are involved) have the right to inspect the work of CONSULTANT under this Agreement, during regular working hours, whenever it is deemed necessary to do so.
- C. Work Effort Audits:
 - 1. COUNTY may conduct work effort audits for the various work tasks described in the Special Conditions. Audits will be randomly selected for completed work tasks. Audits will include work effort reviews and effort level analysis to determine the reasonableness of the hours charged.
 - 2. CONSULTANT must maintain work effort progress reports showing work tasks, hours worked on the task by the various personnel assigned to this work and work effort performed by subcontractors assigned to the tasks.

ARTICLE 24 DATA PRACTICES AND INTELLECTUAL PROPERTY

- A. CONSULTANT must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this Agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this Agreement.
- B. Any reports, studies, photographs, negatives, or other documents prepared by CONSULTANT in the performance of its obligation under this Agreement will be the exclusive property of COUNTY. All such materials must be remitted to COUNTY by CONSULTANT upon completion or cancellation of this Agreement. Without the prior written consent of COUNTY, CONSULTANT must not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONSULTANT'S obligations under this Agreement.
- C. Unless otherwise directed by COUNTY, the originals of reports, drawings, work sheets, plans, field notes, computations, and other project data must be relinquished to COUNTY:

1. Upon written notice of completion or cancellation of this Agreement
2. Upon written notification by COUNTY
3. Prior to final payment by COUNTY to CONSULTANT for this Agreement

ARTICLE 25 LIABILITY

Subject to the provisions of Minnesota Statutes Section 337.02, CONSULTANT must indemnify, save and hold COUNTY, its agents, and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by COUNTY, arising from the negligent performance of this Agreement by CONSULTANT or CONSULTANT'S agents or employees. This clause will not be construed to bar any legal remedies CONSULTANT may have for COUNTY'S failure to fulfill its obligations pursuant to this Agreement.

ARTICLE 26 WORKER'S COMPENSATION

Any and all employees of CONSULTANT, including its subcontractors, or other persons while engaged in the performance of any work or services required by CONSULTANT under this Agreement, will not be considered employees of COUNTY. Any and all claims that may arise under the Workers' compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONSULTANT'S employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of COUNTY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to COUNTY before COUNTY may enter into a contract with CONSULTANT.

ARTICLE 27 INSURANCE

- A. A certificate of insurance for each type of insurance required under this Agreement must be filed with COUNTY'S Authorized Agent within 30 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each policy must contain a 10 day notice of cancellation, non-renewal, or material change to all named and additional insured.
- B. CONSULTANT must maintain and furnish satisfactory evidence of the following insurance policies with MINIMUM coverage set at the liability limits for COUNTY, as set forth in Minnesota Statutes Section 466.04, or any subsequent legislative modification to these liability limits:
 1. CONSULTANT must furnish satisfactory evidence of insurance from loss by any means of all data furnished to CONSULTANT by COUNTY, and for partially completed data for which COUNTY has made payment.
 2. Workers' Compensation Insurance: CONSULTANT will provide Workers' Compensation insurance for all CONSULTANT employees and, in case any work is subcontracted, CONSULTANT will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of COUNTY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than \$500,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the CONSULTANT.
 3. Commercial General Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed under this Agreement.

CONSULTANT agrees to have and keep in force insurance in the Minimum amounts listed below:

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

Name COUNTY as an Additional Insured

4. Commercial Automobile Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations were by CONSULTANT or by subcontractor or by anyone directly or indirectly employed under this Agreement. Unless otherwise specified within this Agreement, the CONSULTANT insurance minimum amounts will be \$1,500,000 – combined single limit each occurrence for bodily injury and property damage covering Owned, Hired, and Non-owned automobiles. Itasca County shall be named as an additional insured.

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:

CONSULTANT insurance minimum amounts will be \$2,000,000 per claim and \$2,000,000 annual aggregate.

CONSULTANT must submit a certified financial statement which provides evidence that CONSULTANT has adequate assets to cover any deductible which applies to this policy.

This policy will provide coverage for all claims CONSULTANT will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT'S professional services required under this Agreement.

6. For work on railroad property, CONSULTANT must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (2005 Edition) or any subsequent changes or modifications to this specification.
- C. CONSULTANT must obtain insurance policies from an insurance company having a "AM BEST" rating of A-VIII or better.
 - D. COUNTY reserves the right to immediately rescind this Agreement if CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONSULTANT. All insurance policies must be open to inspection by COUNTY, and copies of policies must be submitted to COUNTY'S Authorized Agent upon written request.

ARTICLE 28 DELIVERABLE STANDARDS

- A. COUNTY will have the authority to disapprove or reject services and/or goods that are defective. CONSULTANT will be responsible for the accuracy of the work under this Agreement and must make immediate, necessary revisions, repairs, or corrections without compensation resulting from errors and omissions on the part of CONSULTANT.

Services and/or goods delivered under this Agreement must be in accordance with applicable federal or state standards and/or specifications and must be of a quality that is satisfactory to COUNTY'S Authorized Agent,

whose determination as to quality will be final and conclusive. Acceptance of the services and/or goods by COUNTY will not be considered a waiver of any provision of this Agreement and will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors or omissions and the clarification of any ambiguities.

In the event revisions, repairs, or corrections to the deliverables must be made, CONSULTANT must invoice COUNTY for any employee's time necessary to revise, repair or correct errors or omissions at a rate of zero (0) dollars per hour for the number of hours necessary to perform the work.

- B. The services and/or goods provided to COUNTY by CONSULTANT must be of such quality that they are suitable for their intended purpose.
- C. Time is of the essence, with respect to this Agreement. In the event CONSULTANT fails to perform its duties by the time fixed for the completion of the work, COUNTY may elect to immediately cancel this Agreement.
- D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure, fire flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provide the defaulting party gives written notice as soon as possible to the other party of the inability to perform.

ARTICLE 29 PRINTING, PAPER STOCK, AND INK REQUIREMENTS

If this Agreement results in reports or documents paid for by COUNTY, CONSULTANT must comply with Minnesota Statutes Sections 16B.121, 122, 124, 125 for the purchase of printing, paper stock, and printing ink.

ARTICLE 30 ANTITRUST

CONSULTANT assigns to COUNTY any and all claims for overcharges as to services and/or goods provided in connection with this Agreement resulting from alleged antitrust violations which arise under the antitrust laws of the United States and STATE of Minnesota.

ARTICLE 31 PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for CONSULTANT or its employees individually or jointly with others, or any subcontractors must identify COUNTY as the sponsoring agency and must not be released without prior approval by COUNTY'S Authorized Agent, unless such release is a specific part of an approved work plan included in this Agreement.

ARTICLE 32 OFFICIALS NOT TO BENEFIT

- A. Without prior written consent of COUNTY, CONSULTANT must not employ any professional or technical personnel who are or have been at any time during the time period of this Agreement in the employ of COUNTY, except retired COUNTY employees, without written consent from COUNTY.
- B. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working for CONSULTANT, any fee, commissions, percentage, brokerage fee, gifts or any other consideration,

contingent upon or resulting from the award of making of this Agreement.

ARTICLE 33 CANCELLATION

- A. This Agreement may be immediately canceled by COUNTY, at any time, with or without cause, upon written notice to the CONSULTANT. In the event of such cancellation CONSULTANT will be entitled to payment, determined on pro rata basis, for services and/or goods satisfactorily performed or delivered.
- B. In the event COUNTY cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and/or goods contained herein, this Agreement may be immediately canceled, at COUNTY'S option, by written notice of cancellation delivered in person, by mail, or facsimile to CONSULTANT at the address specified in this Agreement. COUNTY will not be obligated to pay for any services and/or goods provided by CONSULTANT after such notice of cancellation.

ARTICLE 34 ERRORS OR OMISSIONS

- A. CONSULTANT will be responsible for the accuracy of the work and must promptly make necessary revisions or corrections resulting from CONSULTANT'S errors, omissions, or negligent acts without additional compensation. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

It is understood by the parties that COUNTY will rely on the professional performance and ability of the CONSULTANT. Any examination by COUNTY, or any acceptance or use of the work product of the CONSULTANT will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the CONSULTANT which would relieve the CONSULTANT from any liability or expense that could be connected with the CONSULTANT'S sole responsibility for the property and integrity of the professional work to be accomplished by the CONSULTANT pursuant to this Agreement.

- B. At any time during construction or any phase of work performed by others based on data provided by CONSULTANT, CONSULTANT must confer with COUNTY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by CONSULTANT. CONSULTANT must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by CONSULTANT. CONSULTANT must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.
- C. If errors, omissions and/or negligent acts are made by CONSULTANT in any phase of the work, the correction of which may require additional field or office work, CONSULTANT will be promptly notified by COUNTY and will be required to perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY. If the CONSULTANT is aware of any errors, omissions and/or negligent acts made in any phase of the work, the corrections of which may require any additional field or office work, CONSULTANT must promptly perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY.
- D. CONSULTANT will be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts and for any loss or cost to repair or remedy CONSULTANT'S errors, omissions and/or negligent acts. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts, or of liability for loss or damage

resulting therefrom.

- E. CONSULTANT must respond to COUNTY'S notice of any errors and/or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the CONSULTANT. Notification will be by telephone, followed by Certified Mail. CONSULTANT may be required to make a field review of the project site, as defined in the Special Conditions, if directed by COUNTY'S Authorized Agent and CONSULTANT may be required to send personnel to the appropriate COUNTY office as part of correcting any errors and/or omissions.

ARTICLE 35 QUALITY ASSURANCE AND QUALITY CONTROL

Prior to approval and execution of this Agreement, CONSULTANT must have a Quality Assurance and Quality Control (QA/QC) Program. During the term of this Agreement, CONSULTANT must adhere to CONSULTANT'S QA/QC Plan, which was prepared by CONSULTANT and accepted by COUNTY'S Authorized Agent, for this Agreement. THE QA/QC Plan is incorporated into this Agreement by reference. With each deliverable submitted to COUNTY pursuant to this Agreement, CONSULTANT must certify in writing to COUNTY'S Authorized Agent that there was compliance with the QA/QC Plan. COUNTY may cancel this Agreement for CONSULTANT'S failure to follow the QA/QC Plan for this Agreement.

ARTICLE 36 DISPUTES

COUNTY'S Authorized Agent will be the initial interpreter of the requirements of this Agreement and will judge the acceptability of the work hereunder. Claims, disputes and other matters relating to the acceptability of the work will be referred in writing to COUNTY'S Authorized Agent, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each claim, dispute, or other matter must be delivered by CONSULTANT to COUNTY'S Authorized Agent within fifteen (15) days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to COUNTY'S Authorized Agent within forty-five (45) days of each such occurrence, unless COUNTY'S Authorized Agent allows an additional period of time to ascertain more accurate data.

The rendering of a decision by COUNTY'S Authorized Agent will be a condition precedent to CONSULTANT'S exercise of such rights and remedies as it may have under this Agreement or at law in respect to any claim, dispute, or other matter.

ARTICLE 37 FEDERAL CLAUSES

- A. If Federal Funds are involved with this Agreement, the following additional conditions apply:
- B. CONSULTANT warrants and represents that COUNTY and the Federal Highway Administration will have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use for federal, COUNTY, or local government purposes, any patentable subject matter or copy rightable materials developed, or any rights of copyright to which COUNTY has purchased ownership, under this Agreement.

When applicable, the patent rights provisions of 48 C.F.R. 27 will apply to this Agreement regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

- C. Federal-Aid Agreements: CONSULTANT acknowledges that by signing this Agreement, it certifies to the best of its knowledge and belief:

- 1. That no Federal appropriated funds have been paid or will be paid, by or on behalf of

CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; or the making, extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement.

2. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONSULTANT must complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 3. That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty.
 4. That is must require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000.00 and that all such subcontractors must certify and disclose accordingly.
- D. CONSULTANT must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean air Act 42 U.S.C. 7606; Section 508 of the Clean Water Act, 33 U.S.C. 1368; Executive order 11738, and all applicable regulations promulgated by the United States Environmental Protection Agency.
- E. CONSULTANT must comply with the mandatory standards and policies in COUNTY Energy Conservation Plan, Minnesota Statute Chapter 116J, issued in compliance with the Energy Policy and conservation Act, 42 U.S.C. 6201 et seq.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1568

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bid Award for Contract 59821 - CR 238 Road Reconstruction & Bridge Replacement

BOARD ACTION REQUESTED:

Award Contract 59821 - CR 238 Road Reconstruction & Bridge Replacement to S & R Reinforcing, Inc. in the amount of \$2,320,295.70.00 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on May 11, 2021 at 11:01 a.m.

Results of that bid opening are provided below.

S & R Reinforcing, Inc.	\$2,320,295.70
Redstone Construction, LLC	\$2,526,484.00
Robert R. Schroeder Construction Co.	\$2,635,006.00
Northland Constructors of Duluth, Inc.	\$3,189,678.70

Engineer's Estimate: \$2,285,110.35

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. CONTRACT - CR 238 Bridge - UNSIGNED

05/18/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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S T A T E O F M I N N E S O T A

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

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this May 25, 2021, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and S & R Reinforcing, Inc. of Aitkin, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CR 238 Road Reconstruction & Bridge Replacement located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after July 5, 2021, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

October 9, 2022

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 25th, day of May, 2021

County of Itasca

By: _____
Burl Ives, Chairperson County Board

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: _____
S & R Reinforcing, Inc. Contractor

Approved as to form and execution this _____ Day of _____, 2021

Matti R. Adam, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1569

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Contract for S. Lake Phase 2 Paved Trail

BOARD ACTION REQUESTED:

Approve service contract with S.E.H. for engineering design/bid administration/construction management services in the amount of \$26,500 for Phase 2 of the Paved Trail (.25 mile) in Squaw Lake (S. Lake) including the advertisement for bids, and authorize necessary signatures.

BACKGROUND:

The Land Department, CEDA, and the City of S. Lake have been working together to finish phase 2 of the paved trail within the city. The proposed paved trail will be 10 feet wide to provide local residents and visitors to the community by connecting them to local businesses and the community center. Phase 2 will provide a safe corridor for the residents so they don't walk on the shoulder of TH#46 next to fast moving vehicles. Phase 2 will continue off of the old Chippewa Road up to the Village Road by the post office and Leino's Resort in the west TH#46 right-of-way. Contract awarding for construction of Phase 2 will come back to county board for approval. The paved trail will be built with grant funds from the Blandin Foundation, the Federal Recreational Trails Program, etc. The project is on track to be completed by October, November, 2021.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. S Lake Phase 2 Trail SEH Contract Package

05/18/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
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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 Short Elliot Hendrickson (SEH), Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 321 NE 5th St, Grand Rapids, MN 55744, herein called the "Vendor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase Design, Engineering, and Construction Management 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 May 1st, 2021 to December 31st, 2021, 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 & B.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$ 26,500 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

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

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

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

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

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

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a 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, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

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

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

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

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

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

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 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

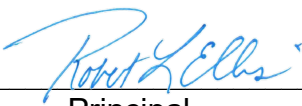
U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

(Vendor Name)

COUNTY OF ITASCA, MINNESOTA

Short Elliott Hendrickson, Inc.

By:  _____
Its Principal _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

EXHIBIT A

SPECIAL CONDITIONS

INTRODUCTION

Itasca County (COUNTY) is soliciting engineering and construction services from Short Elliot Hendrickson (VENDOR) to provide professional engineering and construction phase services related to the construction of the Squaw Lake (S. Lake) Recreational Trail Phase 2.

ARTICLE 1. TERM OF AGREEMENT:

- A. Effective Date: May 1st, 2021, or the date of “Notice to Proceed” from COUNTY, whichever is later.
- B. Work Completion Date: December 31, 2021
- C. Expiration Date: December 31st, 2021

ARTICLE 2. SCOPE OF WORK:

This project consists of design and construction services for Recreational Trail Phase 2 of the non-motorized multi-use corridor trail in S. Lake. This will be a .25-mile segment of bituminous trail. The project consists of engineering and design, bid and award process, construction management services, and project close-out. See attached proposal from Short Elliot Hendrickson in Appendix A for additional project details.

ARTICLE 3. PROJECT PHASES:

- A. Phase I – Design Services
 - 1. Site observation visit & Client Meeting.
 - VENDOR will coordinate with COUNTY for an on-site visit to develop layout for the topographic survey, preliminary designs, and construction design plans.
 - 2. Preliminary and Background Drawings.
 - VENDOR will provide background and draft drawings for COUNTY’s review and approval.
 - Drawings will be sent by VENDOR to MN/DOT District 2 right-of-way and traffic office for final approval.
- B. Phase II –Construction Documents.
 - 1. Construction Documents, Drawings, Bid Documents, Cost Estimate and Specifications
 - VENDOR will provide construction documents, prepare cost estimates, and develop final drawings, specifications, and bidding documents for the project.
 - 2. Permitting.
 - VENDOR will prepare owner portion of the MPCA / NPDES Construction Permit.
- C. Phase III – Bid and Award
 - 1. Distribution of bidding documents.
 - VENDOR will provide bid documents, advertise, and distribute to potential bidders as specified by COUNTY’s bidding policies.
 - 2. Contractor Questions.

- VENDOR will receive, answer, and document all construction contractor questions pertaining to the project.
- 3. Assist/Conduct Bid openings.
 - VENDOR will work with COUNTY in evaluation of the lowest responsible bidder and their ability to perform the work required. A recommendation will be submitted by VENDOR to COUNTY for Itasca County Board approval.
- D. Phase IV – Construction Administration.
 1. Conduct pre-construction meeting.
 - VENDOR will hold a pre-construction meeting with successful contractor and COUNTY to document and answer contractor questions.
 2. Review Contractor Submittals.
 - VENDOR will be responsible for reviewing and documenting all contractor submittals to assure the materials and construction plans and timelines meet specifications.
 3. Process Pay Requests.
 - VENDOR will review and process pay requests throughout project to verify that the construction contractor stays within budget.
 - VENDOR will notify COUNTY in a timely manner if project budget is projected to meet or surpass “not-to-exceed” section of this Agreement.
 4. Periodic construction inspections.
 - VENDOR will provide periodic on-site observations and inspections during the construction process, as needed. Notes and documents will be provided to contractor and COUNTY.
- E. Phase V – Project Close Out.
 1. Final inspection and Punch list.
 - VENDOR will provide a final punch list to review final inspection.
 - VENDOR will provide a final inspection with contractor and COUNTY.
 - VENDOR will review close-out documents and warranties with COUNTY.
 - VENDOR will process final pay request in a timely manner by providing documentation to COUNTY for grant reimbursements.

ARTICLE 4. DELIVERABLES BY VENDOR:

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

ARTICLE 5. CONSIDERATION OF PAYMENT:

- A. Consideration of all professional services performed and good or materials supplied by VENDOR will be paid by COUNTY by two structure fee bases.
 1. Lump sum fee of \$15,500 for the topographic survey and final design services which includes:
 - Gopher State One Call for underground utilities.
 - Topographic site survey from the centerline of Highway 46 to the west right of way line for the project limits.
 - Research and drafting of State right-of-way for length of trail.
 - Coordinate geotechnical contractor for soil borings, if required.
 - Complete preliminary design to verify alignment and prepare location drawing.

- Prepare preliminary design for use in obtaining additional funding for the project
 - Complete final design of the trail.
 - Preparation of construction plans, specifications, and bidding documents in accordance with state bike trail regulations.
 - Additional plan review or project requirements for federal funding conditions.
 - Prepare owner portion of the MPCA / NPDES Construction Permit.
 - Bidding services according to COUNTY policy.
2. An hourly fee basis provided for VENDOR construction services, not-to-exceed \$11,000, includes:
- Preconstruction meeting.
 - Construction staking.
 - Resident Project Representative (RPR) as needed.
 - On-site inspection services, this will be part-time as needed.
 - Coordinate material testing (testing by contractors).
 - Preparing pay estimates and weekly reports.
 - Construction administration in accordance with MN/DOT Construction Administration Manual.
 - Project closeout.

B. VENDOR shall provide invoices on a monthly basis.

ARTICLE 6. TERMS OF PAYMENT:

- A. VENDOR will submit to the COUNTY an itemized detailed invoice of work performed when submitting monthly invoices.
- B. Retainage: Payments to VENDOR will be made based on invoices submitted monthly.
- C. VENDOR will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.
- D. Definition of hourly “not-to-exceed” fee structure: VENDOR shall be paid for every hour that employees of VENDOR have actually performed work on the project. The hourly rates for all employees shall be provided by the VENDOR within 14 days of signing Agreement. VENDOR shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses etc. All hourly fee services are subject to the **“not-to-exceed”** amount in the Service Contract Agreement. VENDOR is responsible for tracking all project expenditures and notifying COUNTY in a timely manner if project budget is projected to meet or surpass “not-to-exceed” amount. VENDOR is not authorized to surpass “not-to-exceed” amount on project without COUNTY’s prior approval and VENDOR assumes all liability for said incurred expenses surpassing “not-to-exceed” amount which are not given prior authorization by COUNTY.
- E. COUNTY may end VENDOR services at any time, at which all costs incurred per Item D above by VENDOR will be paid.

ARTICLE 7. AGREEMENT PERSONNEL:

A. VENDOR'S key personnel, as defined in Article 17 of the General Conditions:

Name: Jayson T. Newman | PE (MN)
Title: Civil Engineer
Address: 1200 SE 4th Avenue, Suite 200
Grand Rapids, MN 55744
Phone: 218-322-4518 (direct)
218-355-0020 (cell)
Fax: 888-908-8166
Email: jnewman@sehinc.com

Name: Bob Beaver, PE (MN)
Title: Senior Project Manager | Principal
Address: 1200 SE 4th Avenue, Suite 200
Grand Rapids, MN 55744
Phone: 218-322-4502 (direct)
218-259-5018 (cell)
Fax: 888-908-8166
Email: bbeaver@sehinc.com

ARTICLE 8. COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

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

Name: Kory Cease
Title: Itasca County Land Commissioner
Address: 1177 LaPrairie Avenue
Grand Rapids, MN 55744
Phone: 218-327-7392
Email: kory.cease@co.itasca.mn.us

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.

B. COUNTY'S Project Manager , or his/her successor, will be:

Name: Sara Thompson
Title: Forest Recreation Specialist
Address: 1177 LaPrairie Avenue
Grand Rapids, MN 55744
Phone: 218-327-7393 (direct)
218-398-5471 (cell)
Email: sara.thompson@co.itasca.mn.us

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

March 29, 2021

RE: Itasca County Land Commission
Squaw Lake Multi-Use Trail – Phase 2
Engineering Services Proposal
SEH Proj #: ITCLC Common

Kory Cease
Itasca County Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, MN 55744
Sent Via email: kory.cease@co.itasca.mn.us

Dear Kory,

Itasca County has been working on a County wide trail plan that helps to identify areas that would benefit from the construction of multi-use trails. A 0.25 mile segment in Squaw Lake has been identified as a high need location, due to the high amount of pedestrian traffic and an ATV trail in the area. Trail will be located within the State right of way of Highway 46, and will be located from approximately the former Hill Restaurant parcel and ending at the Popple River Bridge. A section of the trail will use the existing bituminous Village Road. This trail segment is Phase 2. Phase 1 was constructed in 2016 ending at the former Hill Restaurant parcel. This proposal covers the engineering and surveying services needed to design and construct this trail segment (see attached map).

Scope of Services:

Topographic Survey: Activities completed under the Topographic Survey portion of the project are as follows:

- Gopher State One Call for underground utilities
- Topographic site survey from the centerline of Highway 46 to the west right of way line for the project limits
- Research and drafting of State right of way for length of trail

Final Design: Activities completed under the Trail Design portion of the project are as follows:

- Coordinate Geotechnical consultant for soil borings if required. Consultant fee would be billed directly to Land Department. No trail retaining wall is anticipated that would require a soil boring.
- Complete preliminary design to verify alignment and prepare location drawing
- Prepare preliminary design for use in obtaining additional funding for the project
- Complete final design of the trail
- Preparation of construction plans, specifications and bidding documents in accordance with state bike regulations
- It is known that Federal funding will be used on the project and that will require additional plan review or project requirements.
- Prepare owner portion of the MPCA / NPDES Construction Permit
- Bidding services

Construction Services: Activities completed under the Construction Services portion of the project are as follows:

- Preconstruction meeting
- Construction Staking
- Resident Project Representative (RPR) as needed
 - On-site inspection services as needed. It is assumed that this will be part-time
 - Coordinate material testing (testing completed by others)
 - Pay estimates and weekly reports
 - Construction administration in accordance with Mn/DOT Construction Administration Manual
 - Project Closeout

SEH Fee:

Lump Sum:

SEH will provide the topographic survey and final design services described in this letter proposal for lump sum fees as follows:

Topographic Survey	\$ 3,500.00
<u>Final Design</u>	<u>\$ 12,000.00</u>

Lump Sum Total \$ 15,500.00

Hourly:

SEH will provide the construction services described in this letter proposal for estimated hourly fees as follows:

<u>Construction Services</u>	<u>\$ 11,000.00</u>
------------------------------	---------------------

Hourly Total \$ 11,000.00

Hourly tasks will be billed based on the attached rate table.

Project Total \$ 26,500.00

It is our understanding that the land department will be responsible for the limited use permit amendment. It has been predetermined that no private easements will be required for this project (MnDOT right way only).

If you have questions on any of the activities or fees, please call me at 218.355.0020. We look forward to working with you on this project.

Sincerely,
Short Elliott Hendrickson Inc.



Jayson Newman, PE
Project Engineer



Robert Beaver, PE
Principal

Accepted this _____ day of _____, 2021.

By: _____
Authorized Client Signature

Printed Name and Title

Attachments: 2021 Hourly Rate Table, General Conditions

SEH HOURLY BILLABLE RATES – 2021

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$170.00 - \$270.00
Project Manager	\$140.00 - \$240.00
Senior Project Specialist	\$135.00 - \$220.00
Project Specialist	\$100.00 - \$175.00
Senior Professional Engineer I	\$115.00 - \$180.00
Senior Professional Engineer II	\$140.00 - \$225.00
Professional Engineer	\$105.00 - \$165.00
Graduate Engineer	\$85.00 - \$135.00
Senior Architect	\$125.00 - \$210.00
Architect	\$110.00 - \$150.00
Graduate Architect	\$85.00 - \$110.00
Senior Landscape Architect	\$115.00 - \$170.00
Landscape Architect	\$95.00 - \$125.00
Graduate Landscape Architect	\$85.00 - \$100.00
Senior Scientist	\$130.00 - \$170.00
Scientist	\$90.00 - \$135.00
Graduate Scientist	\$80.00 - \$105.00
Senior Planner	\$130.00 - \$210.00
Planner	\$100.00 - \$150.00
Graduate Planner	\$90.00 - \$120.00
Senior GIS Analyst	\$110.00 - \$175.00
GIS Analyst	\$100.00 - \$120.00
Project Design Leader	\$120.00 - \$185.00
Lead Technician	\$105.00 - \$170.00
Senior Technician	\$90.00 - \$135.00
Technician	\$65.00 - \$115.00
Graphic Designer	\$90.00 - \$145.00
Administrative Professional	\$55.00 - \$130.00

CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Professional Land Surveyor	\$110.00 - \$160.00
Lead Resident Project Representative	\$95.00 - \$155.00
Senior Project Representative	\$90.00 - \$135.00
Project Representative	\$75.00 - \$125.00
Survey Crew Chief	\$85.00 - \$135.00
Survey Instrument Operator	\$60.00 - \$95.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.
The rates shown are subject to change.

Effective: January 1, 2021
Expires: December 31, 2021



SEH SCHEDULE OF EXPENSES – 2021

Vehicle Mileage Rates

2021 IRS Rate..... \$0.56/mile

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.50/hour + \$0.56/mile

Survey Equipment

Robotic Total Station.....\$30.00/hour

Global Positioning System (GPS).....\$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
- up to 30"x42"			40.00	
- larger than 40"x60"			75.00	
3-Ring Binder	size	2"	3"	4"
	cost	3.20	5.60	7.24
Machine Folding				0.02
Binding				
- wire				3.60
- comb				3.20
Covers				
- custom				0.15
- blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1574

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Cooperative Agreement for Alborn-Pengilly Trail Culvert Replacement Project

BOARD ACTION REQUESTED:

Approve Cooperative Agreement between Minnesota Department of Natural Resources and Itasca County for the Alborn - Pengilly Trail Culvert Replacement Project and authorize necessary signatures.

BACKGROUND:

MN DNR Parks and Trails and Itasca County are collaborating on a culvert replacement project on the Alborn-Pengilly Railroad ATV/Snowmobile Trail. Itasca County is the sponsor of this trail. This area of trail has increasingly become an issue over the years, these culverts have degraded and are now in need of replacement. The Itasca County Land Department has previously worked successfully with the Range Riders ATV Club on other projects on the grade. Through this agreement, the DNR would provide the necessary funding and design specifications while Itasca County would manage construction and contract administration. Upon completion, the culverts shall be the responsibility of the state.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Alborn-Pengilly Trail Itasca County Culvert Replacement Agreement. DRAFT 5 12 21
2. Exhibit A - Alborn-Pengilly Trail Map
3. Exhibit B - Culvert Replacement Concept Plans_Rev1 5-3-21

05/18/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/25/2021 2:30 PM
----------------	--------------------------------	---------------------------------

**ALBORN-PENGILLLY RAILROAD TRAIL
MILE 34.5 CULVERT REPLACEMENT
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF ITASCA**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Itasca hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 86.05, to provide, state trails and associated facilities; and

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 86.05, to establish, develop, maintain and operate the Alborn-Pengilly Railroad Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State owns or has easements over lands described as: T 56N-R 22W, S 27, County of Itasca, as shown on the map attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, Itasca County is responsible for snowmobile and ATV trail maintenance of the Alborn-Pengilly Railroad Trail as outlined in the Minnesota Trails Assistance Program agreement commonly known as the Grant-in-Aid program; and

WHEREAS, the State and County have determined that the replacement, including the removal of two failed culverts under the Alborn-Pengilly Railroad Trail at the crossing of an unnamed stream with DNR hydrology number 111193, at GIS location -93.1114 47.3076, at approximately trail mile 34.5 hereinafter referred to as the "Trail Culverts" in association with similar County activities, is of high priority; and

WHEREAS, the State has developed the required plans and specifications for the replacement of the Trail Culverts which are attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the County is prepared to be the Lead Agency for construction engineering, construction inspection, and contract administration required for the replacement of the Trail Culverts identified above; and

WHEREAS, the State shall provide technical assistance with the design and funding assistance for the replacement of the Trail Culverts as agreed upon by County and State; and

WHEREAS, upon completion, the Trail Culverts shall be the sole responsibility of the State; and

WHEREAS, upon completion the State shall maintain its ownership and/or interest as described in **Exhibit A**; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached and incorporated into this agreement as **Exhibit C**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall permit the County to complete the Trail Culverts replacement on State owned and administered lands as shown in **Exhibit A**.

- b. The State shall provide funding assistance for the replacement of the Trail Culverts as proposed by the State in **Exhibit B**.
- c. The State shall be responsible for any federal and state permits necessary for the replacement of the Trail Culverts. The State shall provide the County copies of any permits required for construction and future administration of the Trail Culverts prior to construction.
- d. The State shall be permitted to review and approve any modifications/revisions to the specifications for the replacement of the Trail Culverts as developed by the County as shown in **Exhibit B** proposed by the County during the term of this Agreement. The States comments shall be provided by the designated project contact.
- e. Upon completion, the Trail and the Trail Culverts shall be the sole responsibility of the State and shall be managed, operated, maintained and administered, as a portion of the Alborn-Pengilly Railroad Trail as established.
- f. The State reserves the right to inspect the Trail at any time to ensure that the County is in compliance with this Agreement.

II. COUNTY DUTIES AND RESPONSIBILITIES

- a. The County shall use the plans and specifications, developed by the State for the replacement of the Trail Culverts, **Exhibit B**.
- b. The County shall permit the State to review and approve any modifications/revisions to the plans and specifications for the replacement of the Trail Culverts proposed by the County during the term of this Agreement.
- c. Any modification to the plans and specifications for the culvert replacement as proposed by the County shall meet the applicable requirements of the ADA.
- d. The County shall perform all necessary bid advertisement, contract administration, construction engineering, staking, materials testing, record keeping and construction inspection, and shall administer the terms of the construction contract from contract award to certification of the final payment.
- e. The County shall apply the guidelines of the States requirement to prevent or limit the introduction, establishment and spread of invasive species within the Gateway State Trail Corridor. The States specific guidance regarding Invasive Species Prevention and Site Planning and Management can may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.
- f. Work performed should, to the maximum extent possible, be conducted in a manner that adheres to applicable Minnesota Occupational Safety and Health Standards, the Minnesota Department of Health and CDC Guidelines, and State executive orders. All work completed for this agreement must adhere to the conditions in State executive orders related to COVID 19 until they are rescinded or expired.
- g. Upon completion, the County shall have no further responsibility for the Trail Culverts or the Alborn-Pengilly Railroad Trail.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (b) above, the total obligation of the State for the construction of the Trail under Article I shall not to exceed **\$70,000**. The total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date: 1 June, 2021, or the State obtains all required signatures* under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later.**
- b. *Expiration Date: 1 June, 2022, or when all obligations under Article II has been satisfactorily fulfilled, whichever occurs first.* No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's Designated Contact. The County will not receive payment for work found by the State to be unsatisfactory or preformed in violation of federal, state or local law.

The State may also provide funding for its responsibilities under Article I (a)(c)(d)(e) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date: 1 June, 2021, or the State obtains all required signatures* under Minnesota Statutes Section 16C.05, Subdivision 2 **whichever is later.** The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- a. *Expiration Date: 1 June, 2022, for a period of one (1) year except as otherwise provided herein or agreed to in writing by both parties..*

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the County at any time with or without cause with thirty (30) days written notice to the State. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding

source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State and the City as sponsoring agencies and must not be released without prior written approval from the State's and County's Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the State or County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement. All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XI. PFORCE MAJURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable

XII. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Minnesota Department of Natural Resources
Parks and Trails Division Area (2A) Supervisor
1201E Hwy 2
Grand Rapids, MN 55744

The County

County of Itasca
County Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, MN 55744

[BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

COUNTY OF ITASCA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

COUNTY OF ITASCA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

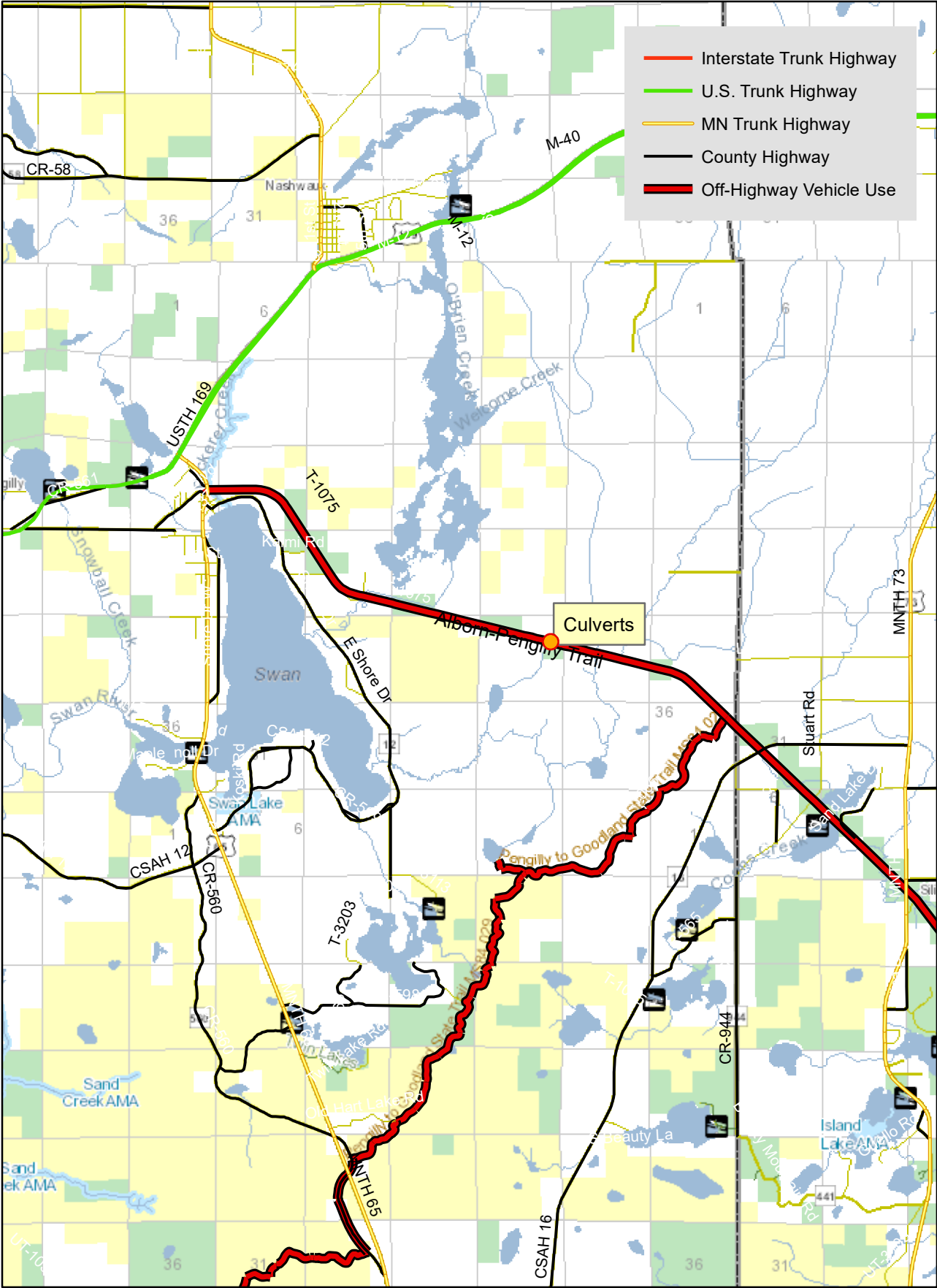
Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

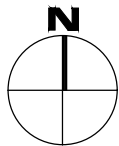
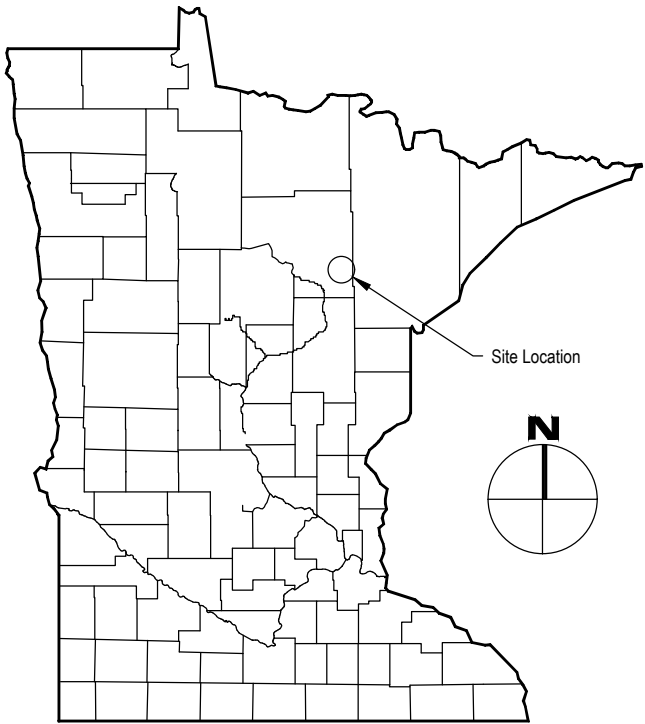
Contract: _____

Alborn-Pengilly Railroad State Trail



ALBORN-PENGILLY RAILROAD TRAIL

SWAN POND CULVERT REPLACEMENT



NOTES:

EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE-CALL [1-800-252-1166](tel:1-800-252-1166) OR [651-454-0002](tel:651-454-0002).

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS IN PROJECT MANUAL, DIVISION 1, (01 30 00) INVASIVE SPECIES PREVENTION IN COMPLETING THE WORK

ALL NECESSARY EASEMENTS, PERMITS AND RIGHTS OF WAY FOR THE PROJECT SHALL BE SECURED BY THE OWNER OR SPONSOR BEFORE CONSTRUCTION WORK IS COMMENCED UNLESS OTHERWISE SPECIFIED.

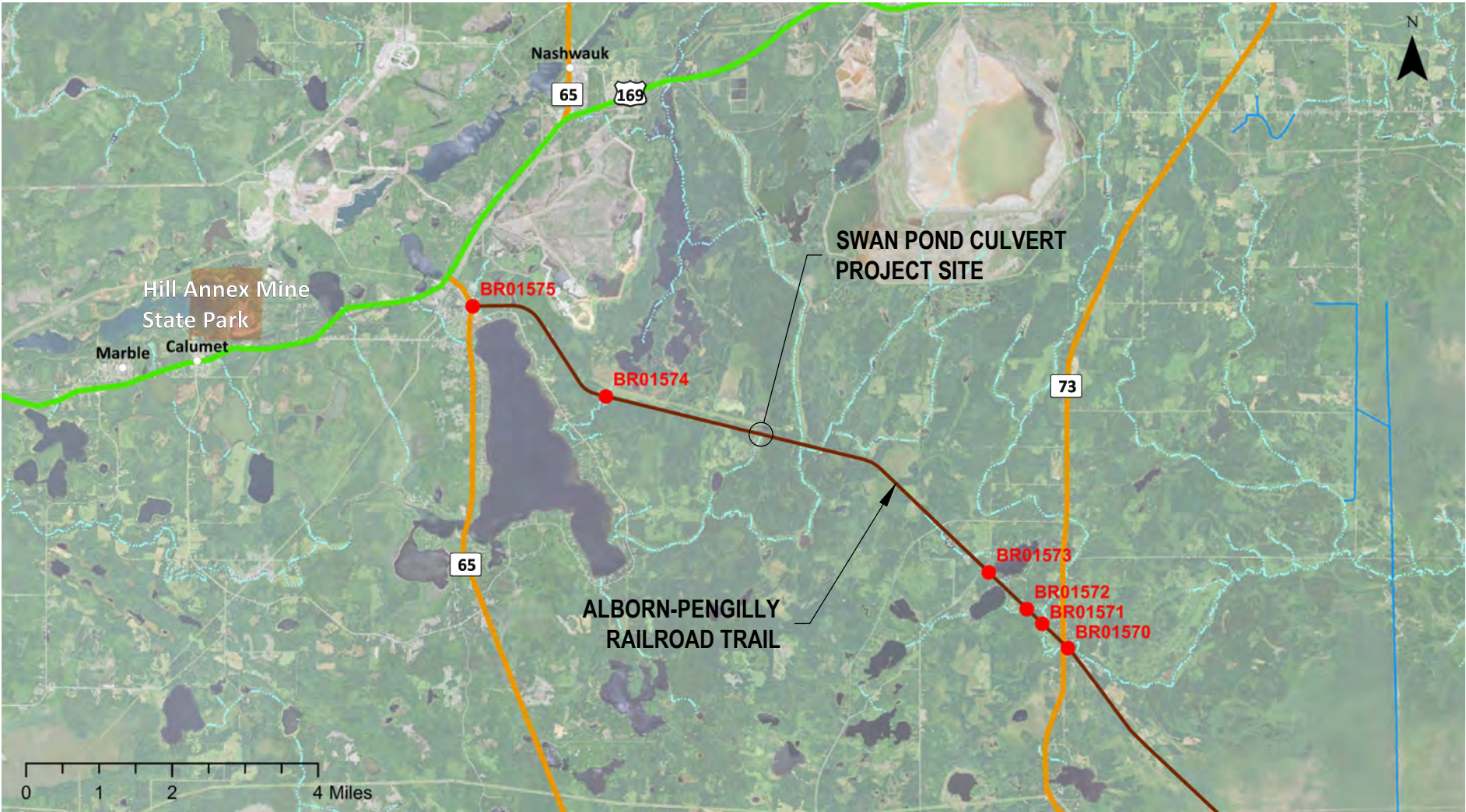
VERIFY ALL DIMENSIONS AND LOCATIONS ON THE JOB. REPORT ALL DISCREPANCIES TO OPERATIONS SERVICES DIVISION.

NO TREE CLEARING IS ALLOWED BETWEEN JUNE 1ST AND AUGUST 15TH.

NOTE WORK IN WATER EXCLUSION DATES OUTLINED IN DOW'S PERMITS.

PREBID SITE EXAMINATION SHALL BE COORDINATED WITH PARKS AND TRAILS DIVISION STAFF. ANY MOTORIZED VEHICLE ALLOWED ON THE TRAIL SHALL BEAR THE COMPANY'S IDENTIFICATION ON THE SIDES OF THE VEHICLE. VEHICLES MUST UTILIZE FLASHERS, TRAVEL UNDER 20 MPH, AND YIELD THE RIGHT OF WAY (BY PULLING TO THE SIDE OF THE TRAIL AND STOPPING) TO ALL TRAIL USERS.

DO NOT SCALE DRAWINGS.

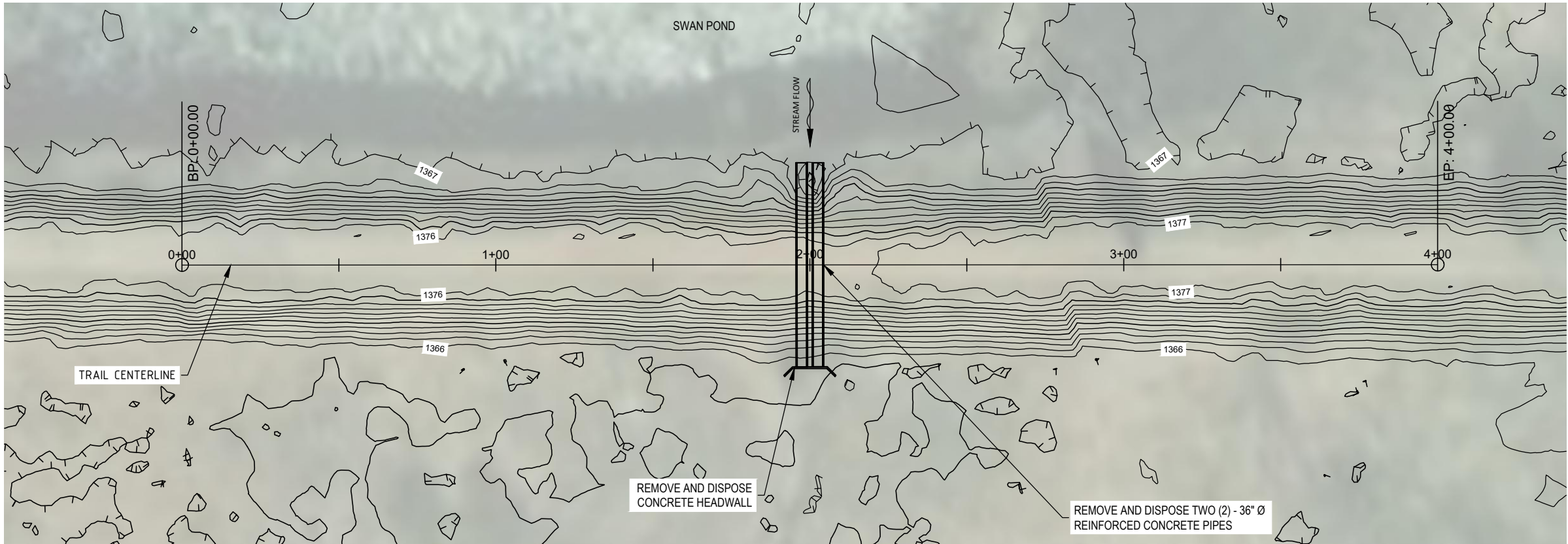


PROPOSED CULVERT REPLACEMENT LOCATION	Latitude	Longitude
	47.3076	-93.1115

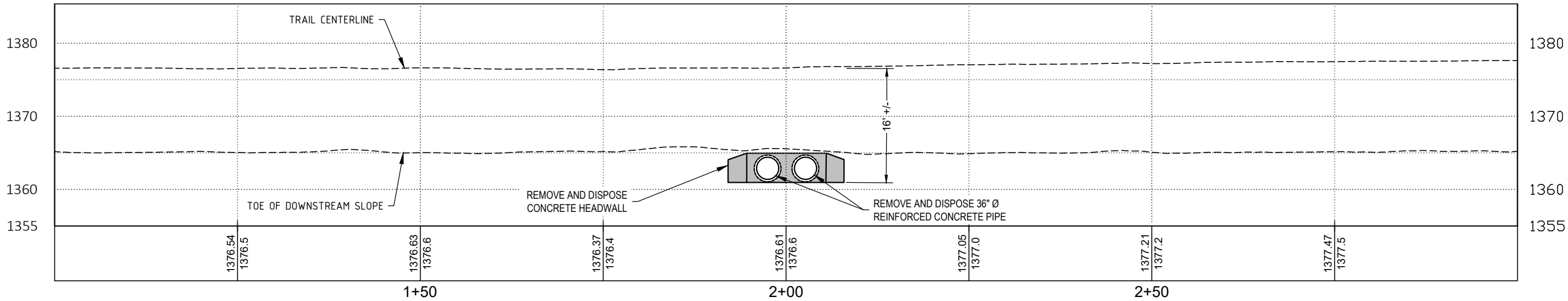
Sheet List Table

Sheet Number	Sheet Title
C-001	TITLE SHEET
C-101	EXISTING PLAN AND PROFILE
C-102	PROPOSED PLAN AND PROFILE
C-301	PROPOSED SECTIONS 1 OF 2
C-302	PROPOSED SECTIONS 2 OF 2
C-303	QUANTITIES AND TYPICAL SECTION

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1 EXISTING PLAN
Scale: 1 IN: 40 FT



2 EXISTING PROFILE
Scale: 1 IN: 15 FT



NOTES:

- EXISTING GROUND SURFACE SHOWN USES LIDAR 01m DEM DATA.
- CULVERT DEMOLITION
 - INSTALL AND MAINTAIN EROSION CONTROL MEASURES PRIOR TO EXCAVATION AND CULVERT DEMOLITION.
 - CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO DEMOLITION.
 - ALL CULVERT MATERIALS SHALL BE REMOVED FROM THE SITE AND SALVAGED OR DISPOSED OF IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.
 - CONTRACTOR SHALL PROTECT WATER FROM DEBRIS DURING DEMOLITION.

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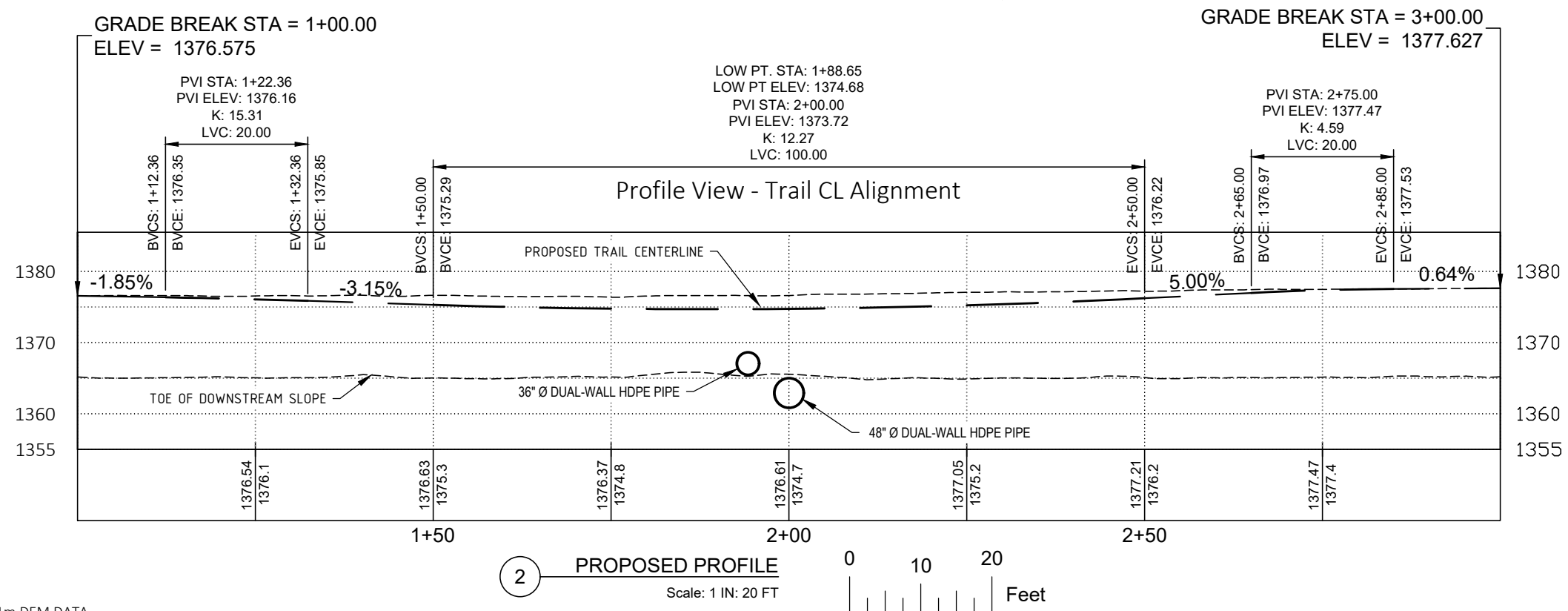
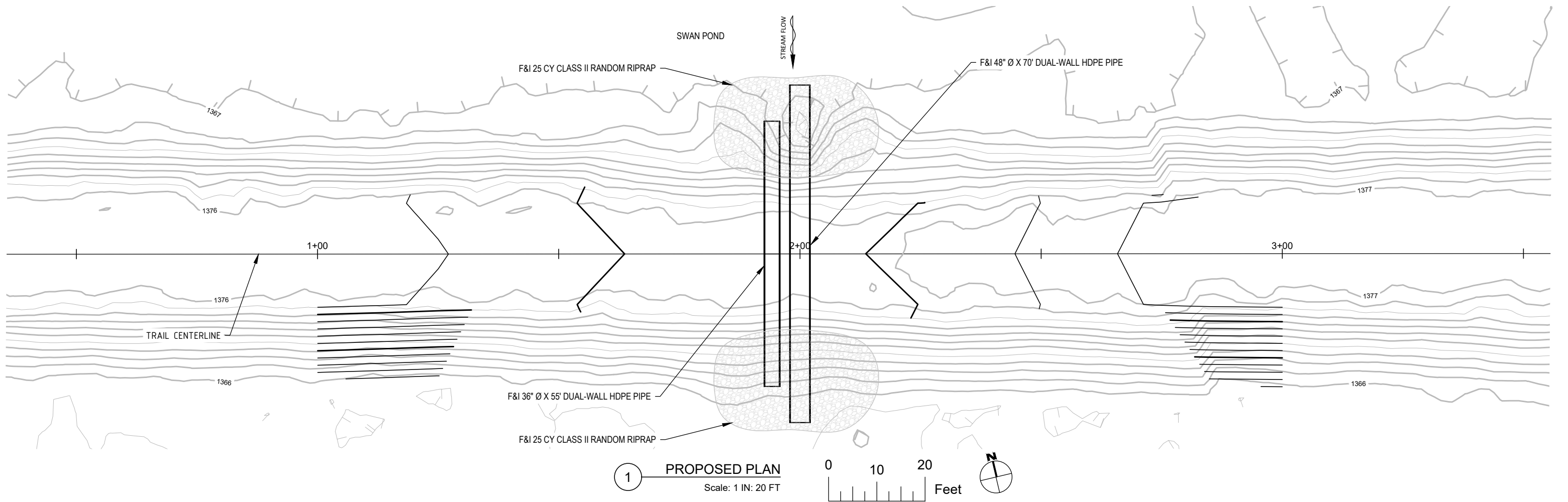
CONCEPTUAL
NOT FOR CONSTRUCTION

SWAN POND CULVERT REPLACEMENT
ALBORN-PENGILLY RAILROAD TRAIL
PARKS AND TRAILS
ITASCA COUNTY NEAR PENGILLY
Section: 27 Township: 56N Range: 22W

Revisions	
Date	By

EXISTING PLAN AND PROFILE			
Survey:	XX	##/##	Designed: XX ##/##
Drawn:	XX	##/##	Drawn: XX ##/##
Checked:	XX	##/##	Checked: XX ##/##
Horz. datum:	COUNTY	Vert. datum:	NAD83

Sheet: C-101
CC2: 8ZT1M
File #: TRA00728.00.12.09
Site #: R290638



NOTES:

1. EXISTING GROUND SURFACE SHOWN USES LiDAR 01m DEM DATA.

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CONCEPTUAL
NOT FOR CONSTRUCTION

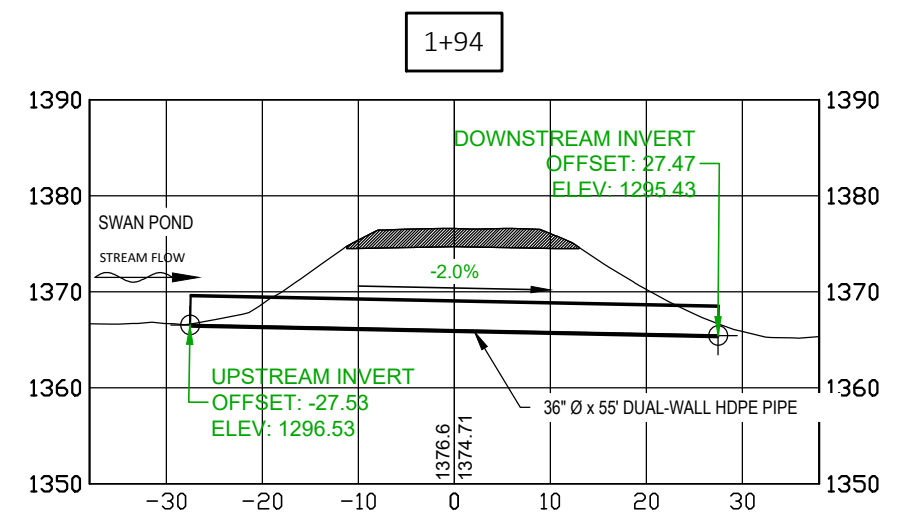
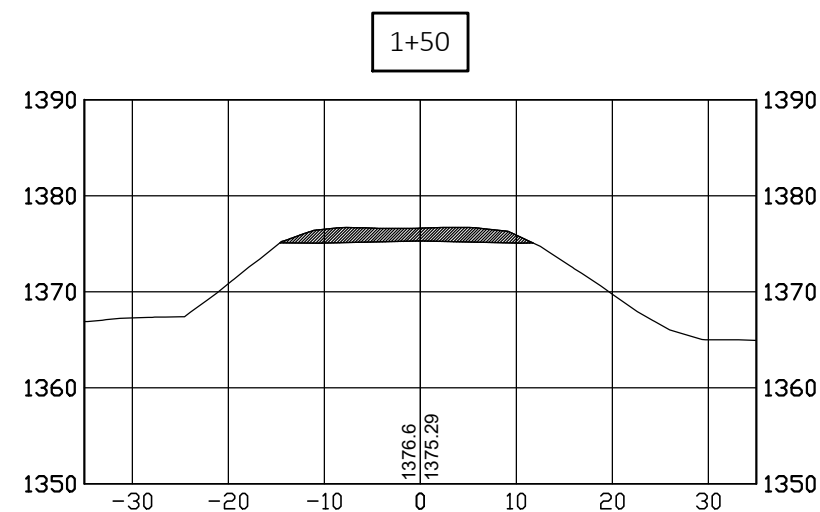
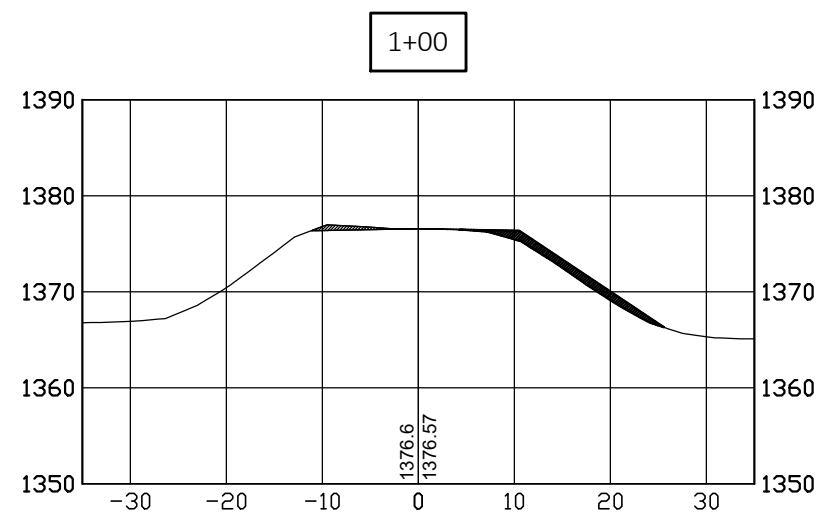
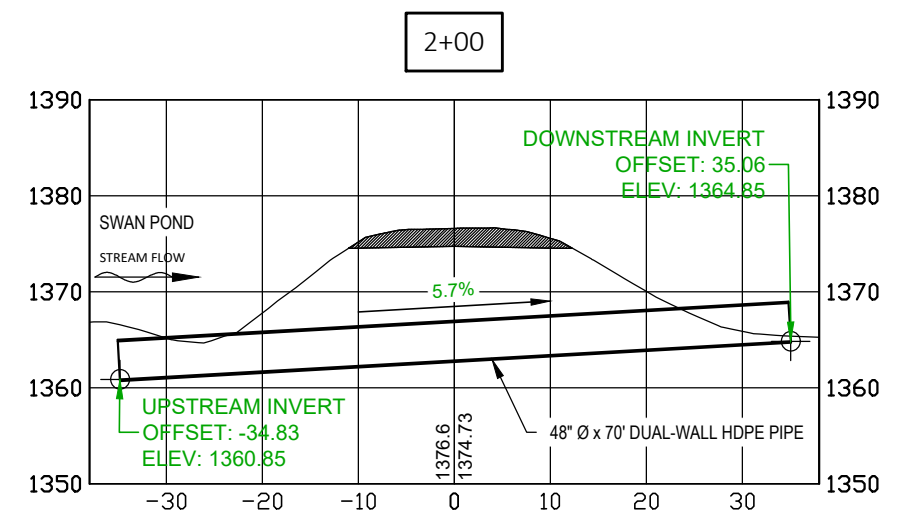
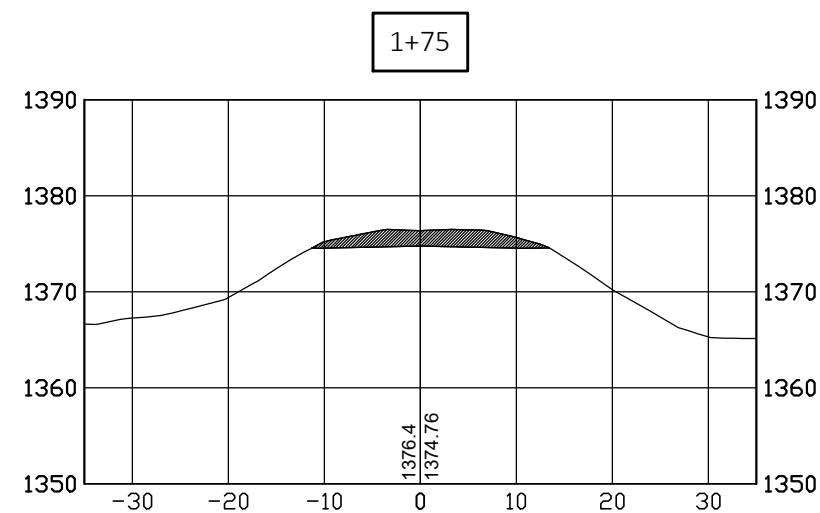
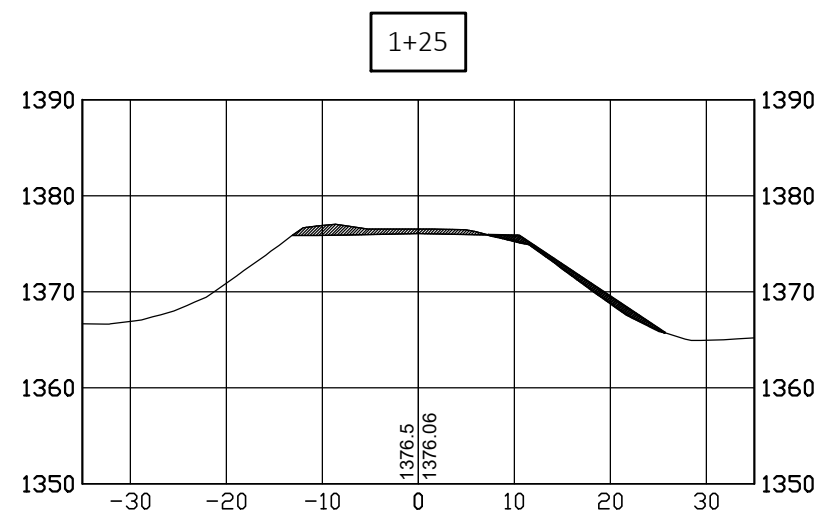
SWAN POND CULVERT REPLACEMENT
ALBORN-PENGILLY RAILROAD TRAIL
PARKS AND TRAILS

ITASCA COUNTY NEAR PENGILLY
Section: 27 Township: 56N Range: 22W

Revisions	
Date	By

PROPOSED PLAN AND PROFILE			
Survey:	XX	##/##	Designed: XX ##/##
Drawn:	XX	##/##	Drawn: XX ##/##
Checked:	XX	##/##	Checked: XX ##/##
Horz. datum: COUNTY		Vert. datum: NAD83	

Sheet:	C-102
CC2:	8ZT1M
File #:	TRA00728.00.12.09
Site #:	R290638



1 TRAIL SECTIONS
Scale: 1 IN: 20 FT

Scale: 1 IN: 20 FT



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CONCEPTUAL
NOT FOR CONSTRUCTION

SWAN POND CULVERT REPLACEMENT

ALBORN-PENGILLY RAILROAD TRAIL

PARKS AND TRAILS

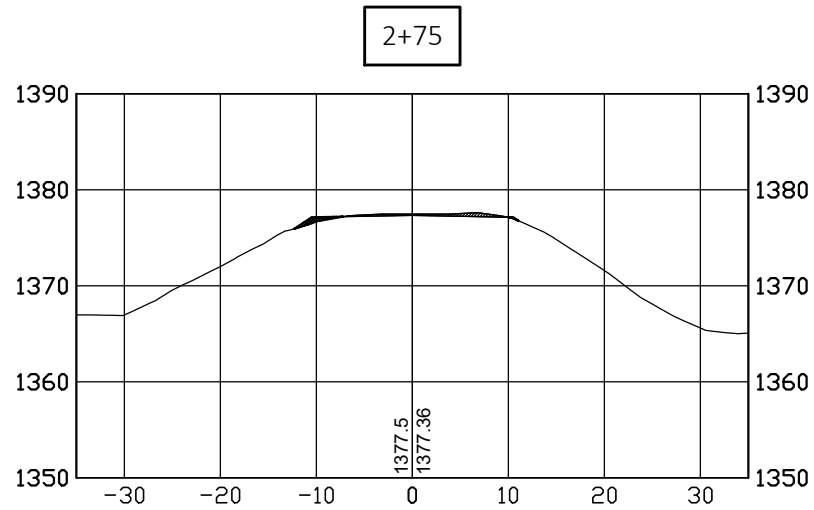
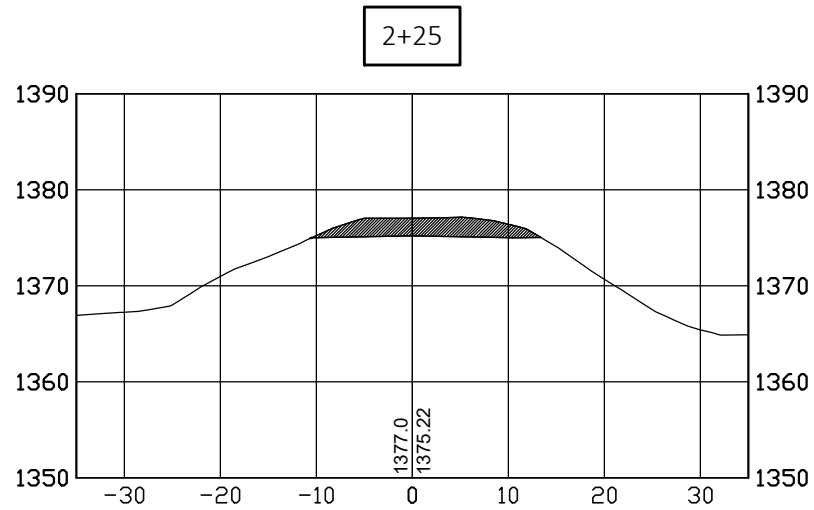
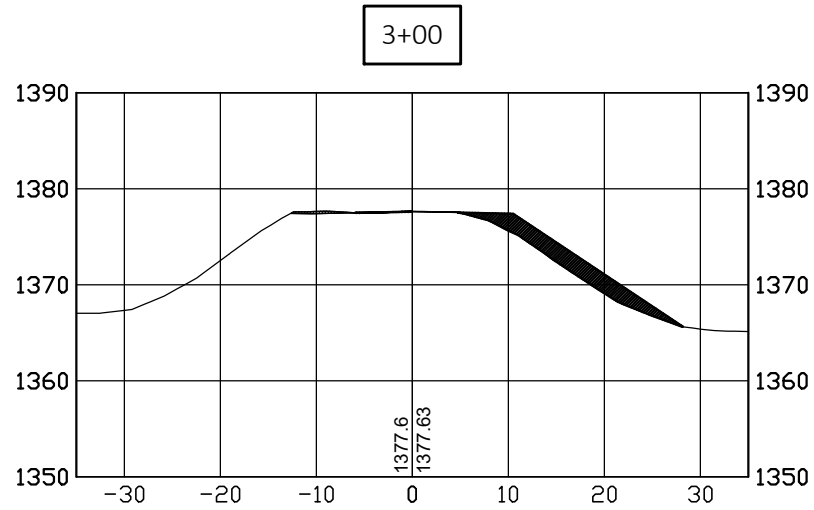
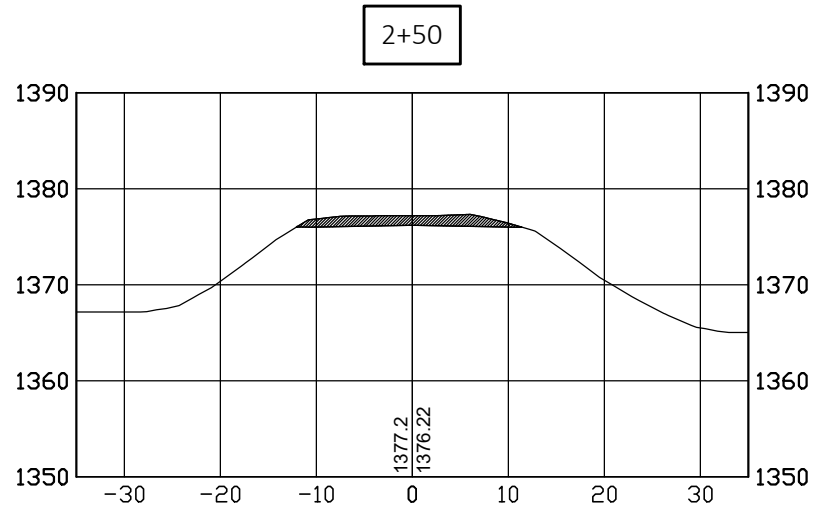
ITASCA COUNTY	NEAR PENGILLY
Section: 27	Township: 56N Range: 22W

Revisions	
Date	By
_____	_____
_____	_____
_____	_____

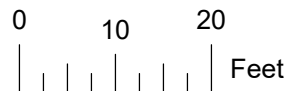
Title: **PROPOSED SECTIONS 1 OF 2**

Survey:	XX	##/##	Designed:	XX	##/##
Drawn:	XX	##/##	Drawn:	XX	##/##
Checked:	XX	##/##	Checked:	XX	##/##
Horz. datum: COUNTY			Vert. datum: NAD83		

Sheet: **C-301**
 CC2: 8ZT1M
 File #: TRA00728.00.12.09
 Site #: R290638



1 TRAIL SECTIONS
Scale: 1 IN: 20 FT



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CONCEPTUAL
NOT FOR CONSTRUCTION

SWAN POND CULVERT REPLACEMENT
ALBORN-PENGILLY RAILROAD TRAIL
PARKS AND TRAILS

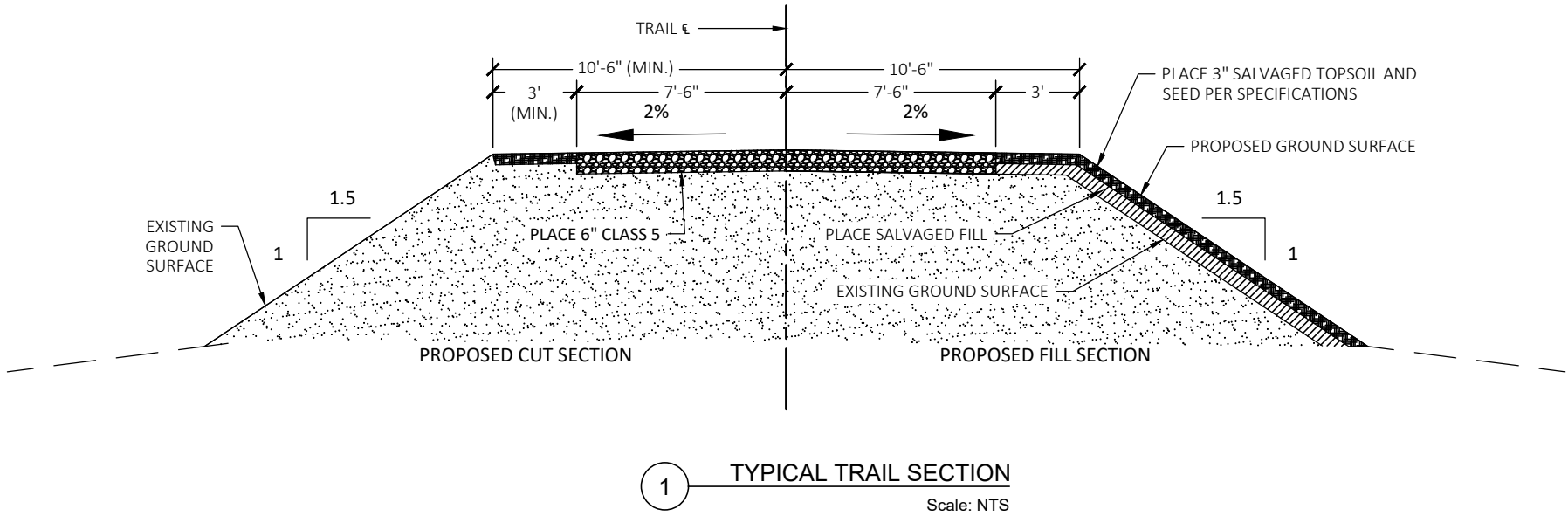
ITASCA COUNTY NEAR PENGILLY
Section: 27 Township: 56N Range: 22W

Revisions	
Date	By

Title: PROPOSED SECTIONS 2 OF 2			
Survey:	XX ##/##	Designed:	XX ##/##
Drawn:	XX ##/##	Drawn:	XX ##/##
Checked:	XX ##/##	Checked:	XX ##/##
Horz. datum:	COUNTY	Vert. datum:	NAD83

Sheet: C-302
CC2: 8ZT1M
File #: TRA00728.00.12.09
Site #: R290638

Total Volume Table							
Station	Cut Area	Fill Area	Cut Vol	Fill Vol	Cum Cut Vol (CY)	Cum Fill Vol (CY)	Net Vol (CY)
1+00.00	2.95	14.10	0.00	0.00	0.00	0.00	0.00
1+25.00	12.51	8.66	7.16	10.54	7.16	10.54	-3.38
1+50.00	32.81	0.00	20.98	4.01	28.14	14.55	13.59
1+75.00	33.13	0.00	30.53	0.00	58.67	14.55	44.12
1+94.22	40.86	0.00	26.33	0.00	85.00	14.55	70.45
2+00.00	35.89	0.00	8.22	0.00	93.22	14.55	78.67
2+25.00	36.65	0.00	33.59	0.00	126.80	14.55	112.26
2+50.00	21.50	0.00	26.92	0.00	153.72	14.55	139.18
2+75.00	3.02	1.49	11.35	0.69	165.08	15.24	149.84
3+00.00	1.21	33.31	1.96	16.11	167.03	31.35	135.69



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CONCEPTUAL
NOT FOR CONSTRUCTION

SWAN POND CULVERT REPLACEMENT
ALBORN-PENGILLY RAILROAD TRAIL
PARKS AND TRAILS
ITASCA COUNTY NEAR PENGILLY
Section: 27 Township: 56N Range: 22W

Revisions	
Date	By

Title: QUANTITIES AND TYPICAL SECTION			
Survey:	XX	###/###	Designed: XX
Drawn:	XX	###/###	Drawn: XX
Checked:	XX	###/###	Checked: XX
Horz. datum:	COUNTY		Vert. datum: NAD83

Sheet:	C-303
CC2:	8ZT1M
File #:	TRA00728.00.12.09
Site #:	R290638



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1388

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1567

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Cari Ann Alleman

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve a Premises Permit Application for gambling, as requested by the Pengilly Booster Club, for gambling to be held at the Red Eye Saloon located at 14301 State Highway 65, Swan River, MN 55784.

BACKGROUND:

It is requested that action be taken at the 5/18/2021 Work Session due to time constraints.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1564

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Repairs to Canister Site Lots & Roads

BOARD ACTION REQUESTED:

Approve ESD to Use American Rescue Plan (ARP) Funds for repairs to the Itasca County Canister Sites and Demolition Landfill Road.

BACKGROUND:

Because of the increased traffic during COVID, the Itasca County Canister Sites and Demolition Landfill Road are all in need of major repairs. We have done our best to keep them graded over the past year, but more class 5 will be required to bring them back into good condition.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:

1. 2020 Details & Estimated Costs

RESULT:

INFORMATIONAL - NO ACTION TAKEN

2020 MSW & Demolition Numbers Compared to Previous Years

In 2020:

Total Traffic Count to the 12 Canister Sites was up 23% from previous years.

Total Garbage Tons taken in from Canister Sites was up 27% from previous years.

Total Garbage Tons Leaving the Transfer Station was up 42% from previous years

Total Demolition Tons Hauled into Itasca County Demolition Landfill was up 31%.

So far to date it looks as if these numbers will remain the same as last year.

Estimated Costs to Repair Canister Site Roads & Lots

Environmental Services Department has already improved two Canister Site lots:

- Long Lake Canister Site: \$3000.00 (enlarged site for more canisters)
- Sago Canister Site: \$5000.00 (enlarged site for more canisters)
 - \$8000 invested to date

Bass Lake:	\$500 - \$1000
Bigfork:	\$2500 - \$3000
Bray Lake:	\$3000 - \$4000 (expansion to site)
Deer River:	\$1500 - \$2000
Goodland:	\$1500 - \$2000
Iron Range:	\$1500 - \$2000
Spring Lake:	\$3000 - \$4000 (expansion to site)
Squaw Lake:	\$500 - \$1000
Sunrise:	\$500 - \$1000
Suomi:	\$1500 - \$2000

Landfill Dumping Pad: \$2000 - \$3000

\$18,000 - \$25,000



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1571

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Tamara Lowney

AGENDA ITEM:

Request for Funding - 2021 Itasca Summit

BOARD ACTION REQUESTED:

Approve use of American Rescue Plan (ARP) Funds up to \$50,000 to help fund the 2021 Itasca Summit.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Funding Opportunity

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$50,000 to help fund the 2021 Itasca Summit.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

2021 ITASCA SUMMIT

Purpose:

“Engage our community members and partners to develop an engine of innovation that will help us sustain and thrive.”

DATE: October 19th & October 20th TIME: All Day Tuesday & Finish at 4:30 Wednesday

LOCATION: Sugar Lake Lodge

The event will take place over two days and host 120-130 participants. We will take an active focused approach, utilizing much of the research done this year to help ground participants in our current situation and then pursue options for the future. It will involve both economic and community development as we strive to find a path forward to help develop a creative and sustainable economy here in our community.

Event Overview:

5 Key Note Sessions: Change & Strategic Sessions, Community Development, Government Panel & Boswell/Transition Session.

Sessions will have a two-tier focus – education (who we are and what we have) and innovation and inspiration for Itasca County into the future.

The event will include 3 tracks:

- Economic Development Topics: Manufacturing, Tourism, Site Selectors
- Community Development Topics: Housing, Community Projects
- Innovation, Entrepreneurship and Workforce

Proposed Budget

Funding	Amount
IEDC Funding	\$60,000
Itasca County	\$50,000
Sponsorships	\$30,000
Total Funding	\$140,000



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1572

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Tamara Lowney

AGENDA ITEM:

Request for Funding - Northern Minnesota Historical Mine Tour Project

BOARD ACTION REQUESTED:

Approve use of American Rescue Plan (ARP) Funds up to \$65,000 to help fund the Northern Minnesota Historical Mine Tour project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Mining Tour Overview

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$65,000 to help fund the Northern Minnesota Historical Mine Tour project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

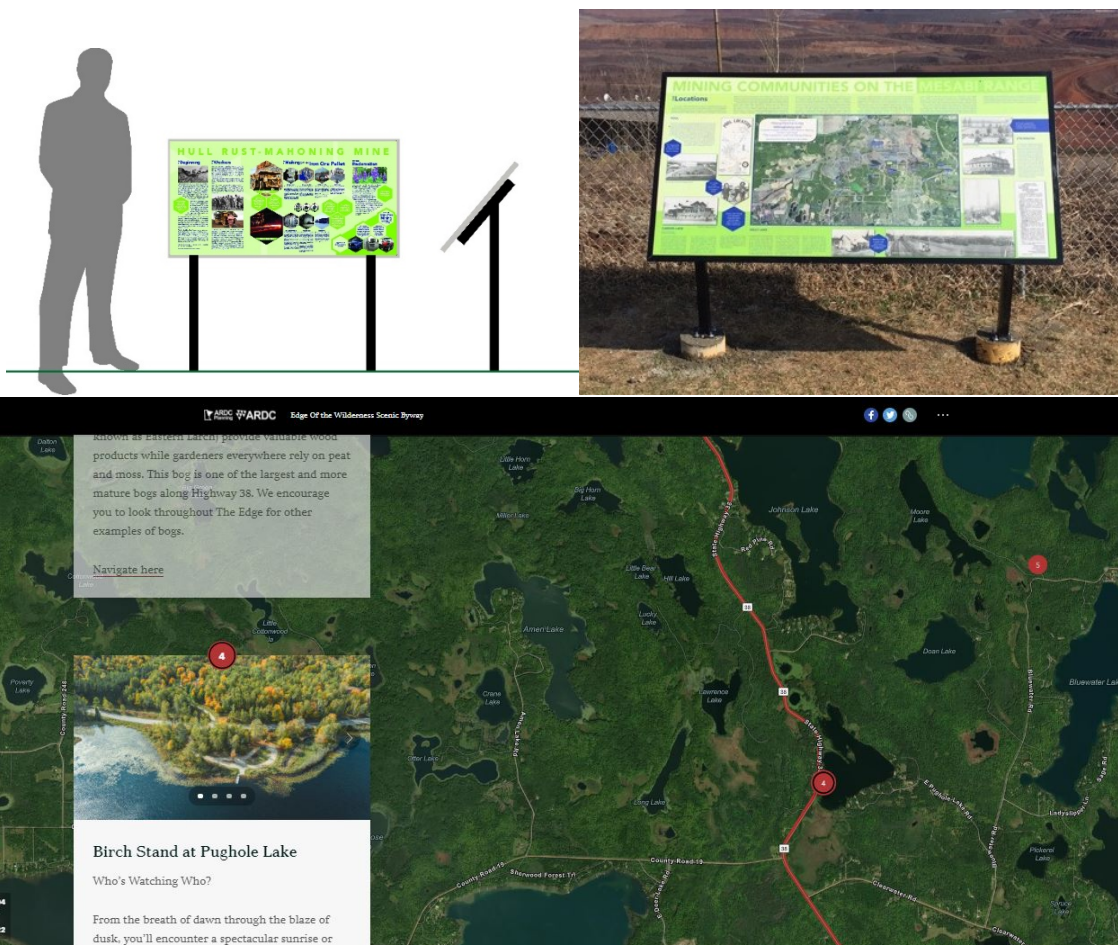
Northern Minnesota Historical Mine Tour

Communities x30 (10 communities in Itasca Co.) 40+ Historical Mine Locations

- Crosby, Ironton, Cuyuna, **Cohasset, Arbo Township, Grand Rapids, Coleraine, Bovey, Taconite, Marble, Calumet, Nashwauk, Keewatin**, Hibbing, Chisholm, Buhl, Mountain Iron, Virginia, Eveleth, Gilbert, Biwabik, Aurora, Hoyt Lakes, Great Scott Township/Kinney, Ely, Tower, Soudan, Silver Bay, Babbitt, & White Township

What Communities will receive in return

- Communities will receive all photos and video footage (includes B roll footage).
 - Community Video & Historical Mine Location Video— 1-3 minute Video that highlights the community and mining area. (Active mines will only receive video with approval).
 - Still Photographs- great to use for marketing, social media, website updates
- Community will receive additional visibility/marketing through interactive maps & strategic regional marketing campaigns.
 - \$60k digital marketing campaign in addition to social media posts to promote the Mine Tour.
 - \$4k for printed brochure that will be distributed to each partners to display in their community.
- Communities can provide up to 15 additional attractions/trails/amenity resources that they wish to highlight and promote on the interactive maps.
- Updated interpreted signage per the identified historical mine locations.
 - Example of interpreted signage



Budget Breakdown:

Draft Budget

Item	Vendor	Cost
ESRI Mapping	ARDC	\$3,700
Videography/Photography	TBD	\$48,750
Interpretive Signage	TBD	\$52,800
Marketing & Print	TBD	\$64,000
Google Mapping	Megan Christianson	In Kind
Est. Total (phase 1)		\$169,250
Way Finding Signs (phase 2)	MN DOT	\$73,900
Project total:		\$243,150

Budget Cost per Community:

- $\$243,150 / 30 \text{ communities} = \$8,105 \text{ per community}$ and $\$8,105 \times 10 \text{ Itasca Co. Communities} = \mathbf{\$81,105}$

Current Commitments			
Organization	Donation	Organization	Donation
Visit Grand Rapids	\$10,000	Biwabik	\$1,000
Iron Range Tourism	\$10,000	Crosby	\$1,000
Nashwauk	\$2,000	Cuyuna Lakes Chamber	\$1,000
Cohasset	\$5,000	Great Scott Township	\$1,000
Bovey	\$1,500	Eveleth	\$1,000
Keewatin	\$2,000	Silver Bay	\$1,000
Ely	\$2,000	Aurora	\$1,000
Mt. Iron	\$1,000	Babbitt	\$1,000
Arbo Township	\$1,000	Buhl	\$
Coleraine	\$2,000	Ironton	\$1,000
Taconite	\$1,000	Tower	\$
Marble	\$2,000	Hibbing	\$
Virginia	\$1,500	Grand Rapids	\$
Calumet	\$1,000	City of Cuyuna	\$4,000
Gilbert	\$1,000	Soudan (Breitung Township)	\$1,000
Chisholm	\$3,000	White Township	
Hoyt Lakes	\$1,500	IRRR – Culture and Tourism	\$20,000*

Funds Received Thus Far:

Community Commitments to date: \$40,500 (\$17,500 currently from 9 Itasca Co. communities)

VG and Iron Range Tourism: Up to \$20,000

IRRR: \$70,000 (through 3 grant cycles- \$20,000 Spring '21 Confirmed, \$25K Fall '21, \$25k Spring '22)

Electric Company Sponsorship currently: \$5,0000 (GRE & Lake Country Power)

Our Ask:

Total Received to date: \$85,500

Gap Currently: \$157,650 (\$107,650 includes additional \$50k future funds from IRRR)

Itasca County Ask: **\$65,000**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 18, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1573

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Tamara Lowney

AGENDA ITEM:

Request for Funding - APEX

BOARD ACTION REQUESTED:

Approve use of American Rescue Plan (ARP) Funds up to \$85,500 to help fund an APEX project to generate manufacturing-focused leads for Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. IEDC APEX Proposal 051021
2. Updated APEX handout

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$49,500 to help fund an APEX project to generate manufacturing-focused leads for Itasca County.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



Project Overview:

The goal of this project is to generate manufacturing-focused leads for Itasca County. The county has two key ingredients for success with this effort. First, there are many individuals in the county who have been impacted by layoffs or COVID-related downturns and are seeking jobs. Second, the County has several great location options available for development, both buildings and raw land. Initial focus for all prospect companies will be the Bigfork Manufacturing Building and its past employees. Based on the needs of the prospect company, other locations in the county will be considered, including the lots owned by IEDC, the Voyageur Capital site, Boswell Energy Park, industrial parks sites in Cohasset, Grand Rapids and Nashwauk, and other public and private sites that may meet the needs of the prospect company. If all Itasca County options are exhausted, other surrounding counties may be considered, with approval of the President of IEDC.

- **APEX Role & Responsibilities:**

- Dedicate resources consistent with, but above and beyond, the current IEDC-APEX Contract.
- Select lead-generation consultant and handle all contracting and administration, with IEDC input.
- Provide all project coordination, travel planning and budget management.
- Provide point of contact attention for prospect company representatives.
- Communicate results to IEDC and other stakeholders.
- Lead any site visits or follow-on meetings, to include IEDC, Itasca County and other partners.
- Responsibilities will be carried out by the APEX team, with leadership from the Business Developer and the President & CEO.

- **Role of Lead Generation Consultants:**

APEX will select one or more consultants to deliver background information including profile and contacts for growing manufacturing companies. Consultants will be encouraged to prioritize companies located in the Upper Midwest, although some national and even international companies will be considered based on the consultant's recommendations. Selection criteria will be developed based on Itasca County's advantages and will include information gained from the cluster analysis and other research.

- **Deliverables:**

- Option A includes detailed list of 500 Prospects generated by Consultants for APEX qualification & contact.
- Option B adds an additional 365 Prospects, for a total of 865 for APEX qualification & contact.
- Option C includes 865 prospects plus the cost of access to a proprietary business information database that APEX believes will improve outcomes by 50%. APEX will underwrite ½ of the cost for access to the database.
- Option D is a scaled-back version of Option A, with Business Visit budgets to be determined.
- Business Visits with 5-12 of the top leads produced, at an estimated cost of \$3,000 per visit. Visits may be held at company location or in Itasca County.
- Company Overview, Contacts & Interaction notes will be provided for all Qualified Prospects vetted by APEX.

Budget Options / Anticipated Outcomes:

	Option A	Option B	Option C	Option D
APEX	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500
Consultant	\$17,500.00	\$25,000.00	\$33,000.00	\$17,500
Business Visits	\$15,000.00	\$24,000.00	\$36,000.00	*0
Total	\$49,000.00	\$65,500.00	\$85,500.00	\$34,000
Prospects	500	865	865	500
Qualified	20	28	42	20
Estimated Visits	5	8	12	?
\$ / Visit	\$9,800	\$8,188	\$7,125	?
Database?	No	No	Yes	No

* Travel resources TBD, likely to come from IEDC, APEX or other sources.

Timeline:

- Selection of Consultant & plan implementation: May & June 2021
- Aggressive attraction efforts, business visits and local site visits: July 1 through December 31st, 2021
- Inbound digital marketing to Prospect list: Ongoing.



Project Overview:

The goal of this project is to generate manufacturing-focused leads for Itasca County. The county has two key ingredients for success with this effort. First, there are many individuals in the county who have been impacted by layoffs or COVID-related downturns and are seeking jobs. Second, the County has several great location options available for development, both buildings and raw land. Initial focus for all prospect companies will be the Bigfork Manufacturing Building and its past employees. Based on the needs of the prospect company, other locations in the county will be considered, including the lots owned by IEDC, the Voyageur Capital site, Boswell Energy Park, industrial parks sites in Cohasset, Grand Rapids and Nashwauk, and other public and private sites that may meet the needs of the prospect company. If all Itasca County options are exhausted, other surrounding counties may be considered, with approval of the President of IEDC.

- **APEX Role & Responsibilities:**

- Dedicate resources consistent with, but above and beyond, the current IEDC-APEX Contract.
- Select lead-generation consultant and handle all contracting and administration, with IEDC input.
- Provide all project coordination, travel planning and budget management.
- Provide point of contact attention for prospect company representatives.
- Communicate results to IEDC and other stakeholders.
- Lead any site visits or follow-on meetings, to include IEDC, Itasca County and other partners.
- Responsibilities will be carried out by the APEX team, with leadership from the Business Developer and the President & CEO.

- **Role of Lead Generation Consultants:**

APEX will select one or more consultants to deliver background information including profile and contacts for growing manufacturing companies. Consultants will be encouraged to prioritize companies located in the Upper Midwest, although some national and even international companies will be considered based on the consultant's recommendations. Selection criteria will be developed based on Itasca County's advantages and will include information gained from the cluster analysis and other research.

- **Deliverables:**

- Option A includes detailed list of 500 Prospects generated by Consultants for APEX qualification & contact.
- Option B adds an additional 365 Prospects, for a total of 865 for APEX qualification & contact.
- Option C includes 865 prospects plus the cost of access to a proprietary business information database for **12 months**, APEX believes this technology platform will improve outcomes by 50%. APEX will underwrite ½ of the 12-month contract cost for access to the recommended database.
- Option D includes 500 prospects plus the cost of access to a proprietary business information database for **12 months**, APEX believes this technology platform will improve outcomes by 50%. APEX will underwrite ½ of the 12-month contract cost for access to the recommended database.

- Business Visits will be conducted with at least five the top leads produced. APEX believes an estimated cost of \$3,000 per visit. Visits may be held at prospect company's location or in Itasca County to also allow site visits to the available properties mentioned above.
- Company Overview, Contacts & Interaction notes will be provided for all Qualified Prospects vetted by APEX

Budget Options / Anticipated Outcomes:

	Option A	Option B	Option C	Option D
APEX	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00
Consultant	\$17,500.00	\$25,500.00	\$33,000.00	\$25,500.00
Business Visits*	TBD	TBD	TBD	TBD
Total	\$34,000.00	\$42,000.00	\$49,500.00	\$42,000.00
Travel Reserve**	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Prospects	500	865	865	500
Qualified	20	28	42	35
Estimated Visits	5	8	12	10
Database?	No	No	Yes	Yes

* Travel resources *To Be Determined*, likely to come from IEDC, APEX or other sources.

** **Travel Reserve Fund:** Itasca County sets aside \$15,000.00 for travel assistance on an as-needed basis. Unused funds to be returned to Itasca County if not used by December 31st, 2022 for future economic development incentives.

APEX's portion of this proposed contract can be refunded at prorated monthly rate, if IEDC and Itasca County agree the objectives of contracted work has been met prior to end of year 2021.

Timeline:

- Selection of Consultant & plan implementation: May & June 2021
- Aggressive attraction efforts, business visits and local site visits: July 1 through December 31st, 2021
- Access to Data Base for 12 months July 2021 – June 2022.
- Inbound digital marketing to Prospect list: Ongoing.