



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 9, 2021

2:30 PM

Itasca County Boardroom

FINAL

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	Absent	
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 #6.8 (Open Positions / Posting Process), amend Item #6.6 (Approve TED Request from Thrive Up North) and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, November 2, 2021 County Board Work Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

V. CONSENT AGENDA

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

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Agreement, which accepts the Grant Agreement for airport maintenance and operation at the Bowstring Airport for State Fiscal Years 2022 and 2023 and authorizes necessary signatures.
2. Review and approve the 2022 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.
3. Award the 2023 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$50,512.00 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.
4. Adopt the Resolution Re: Repurchase of South Six Hundred Sixty Feet (S. 660') of the East Six Hundred Sixty Feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian, subject to a permanent easement for highway purposes over, under and across that part of the above described real estate, lying within the East 33.00 feet of said Government Lot 2 by John D. Childs.
5. Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 11, Township 58, Range 24 and authorize necessary signatures.
6. Approve service contract with Architectural Resources, Inc. (ARI) for \$30,750.00 for engineering and construction management services, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Farewell to Terry Cline whose last day as a Corrections Deputy, Sheriff's Office was November 7, 2021 after 11+ years of service.

Farewell to Alexis Martire whose last day as a RN Quality Improvement/Utilization Management Director, Health and Human Services Department will be November 19, 2021 after 7+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of November 12, 2021 in the amount \$2,174,771.66.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

4. COVID-19 Update
County Administrator Brett Skyles 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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5. Approve TED Account Request by the Buck Lake Improvement Club

Motion To: Approve the request of \$10,000 from the 2021 Tourism and Economic Development Account (12-611) by the Buck Lake Improvement Club.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

6. Approve TED Account Request by Thrive Up North

Motion To: Approve the \$5,000 request from the 2021 Tourism and Economic Development Account (12-611) to Thrive Up North Marketing Initiative.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

7. Phase 2 Correctional/Court Facility Construction Contracts

Motion To: Approve Phase 2 Correctional/Court Facility construction contracts including approval for bid package Alternate #1, pending County Attorney Review, and authorize signatures of the County Board Chair and County Administrator.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

8. Open Positions / Posting Process

Motion To: Approve the Social Worker, Data Project Coordinator, and Medical Claims Examiner positions.

RESULT:	WITHDRAWN
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist

Motion To: Suspend the rules as it relates to the hiring process for the Social Worker, Data Project Coordinator, and Medical Claims Examiner positions.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives
ABSENT:	Terry Snyder

Motion To: Return to normal order.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives
ABSENT:	Terry Snyder

Motion To: Change the process/procedure for approving open positions from the current process to a vote of the full Board at any eligible County Board meeting.

RESULT:	FAILED (2 TO 2)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Leo Trunt, Ben DeNucci
NAYS:	Davin Tinquist, Burl Ives
ABSENT:	Terry Snyder

VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:42 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, November 9, 2021

RESOLUTION 2021-68

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND OPERATION**

It is resolved by the **County of Itasca** as follows:

1. That the State of Minnesota Agreement No. **1047470**, "Airport Maintenance and Operation Grant Contract," at the **Bowstring Airport** is accepted.
2. That the **Chair of the County Board** and **Clerk of the County Board** are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of November A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of November A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

RESOLUTION 2021-69

RE: REPURCHASE OF THE SOUTH SIX HUNDRED SIXTY FEET (S. 660') OF THE EAST SIX HUNDRED SIXTY FEET (E. 660') OF LOT TWO (2), SECTION TWENTY-SIX (26), TOWNSHIP FIFTY-SEVEN (57), RANGE TWENTY-FIVE (25), WEST OF THE FOURTH PRINCIPAL MERIDIAN.

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, John D. Childs, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
South Six Hundred Sixty feet (S. 660') of the East Six Hundred Sixty feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by John D. Childs, subject to payment including taxes, penalties and interest of \$5,843.16; deed tax \$19.28; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$6,233.44.

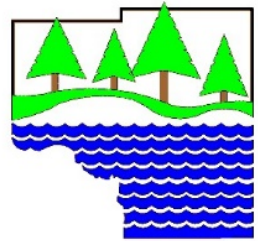
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of November A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of November A.D. 2021.

Administrator



November 9, 2021

Chair:

PULL: None

ADDITIONS:

1. Open Positions / Posting Process – Item #6.8

CHANGES:

1. Item #6.6 should read as follows:
Approve \$5000.00 request from the 2021 Tourism and Economic Development Account (~~42-645~~12-611) to Thrive Up North Marketing Initiative.

INFORMATIONAL:

1. Item #6.4 – Additional Information
2. Item #6.7 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 2, 2021

2:30 PM

Itasca County Boardroom

DRAFT

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: Add Items #6.10 (2022 Legislative Priorities) and #6.11 (Canisteo Pit Discussion) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, October 26, 2021 County Board Special Session and the minutes of the Tuesday, October 26, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Agreement, which accepts the Grant Agreement for airport maintenance and operation at the Bowstring Airport for State Fiscal Years 2022 and 2023 and authorizes necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
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2. Award the 2023 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$50,512.00 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
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3. Adopt the Resolution Re: Repurchase of South Six Hundred Sixty Feet (S. 660') of the East Six Hundred Sixty Feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian, subject to a permanent easement for highway purposes over, under and across that part of the above described real estate, lying within the East 33.00 feet of said Government Lot 2 by John D. Childs.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/09/2021 2:30 PM

4. Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 11, Township 58, Range 24 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/09/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Funding Source Discussion

It was the consensus of the County Board to commit to the \$40,000 contribution for the Visit Grand Rapids' application and grant request being submitted to the FY2021 ARPA Tourism Funding Opportunity.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. IMCare/DHS Contracting

Health Plan Division Manager Sarah Anderson provided information regarding the request to approve the 2022 Families and Children and Seniors contracts between IMCare and DHS.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/09/2021 2:30 PM

4. Environmental Services Update

Environmental Services Coordinator Greg Stoltz provided an Environmental Services Department update, including information regarding the availability of reusable material made from the debris of this summer's storm at the Itasca County Transfer Station, 29959 E Bass Lake Rd, Grand Rapids, MN from 8:30 AM until 4 PM Monday through Saturday, and the acceptance of Metals and White Goods at the Bigfork Canister Site, 39605 County Road 225, Bigfork, MN.

RESULT: INFORMATIONAL - NO ACTION TAKEN

5. Approve Service Contract with Architectural Resources, Inc.

Land Commissioner Kory Cease provided information regarding the request to approve a service contract with Architectural Resources, Inc. (ARI) for \$30,750 for engineering and construction management services relative to the Balsam Creek bridge replacement project.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/09/2021 2:30 PM

6. Approve Additional ETF Funding for Firewise Program

Motion To: Approve request for an additional amount up to \$66,142.05 for the 2021 Firewise Program and direct staff to determine funding source.

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Terry Snyder

SECONDER: Commissioner Davin Tinquist

AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

7. Sale of Tax-Forfeited Building Located on Parcel 92-024-4307 to the City of Keewatin

Motion To: Adopt the Resolution Re: Sale of Tax-Forfeited Land to the City of Keewatin, which approves sale of the building located on the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section Twenty-four (24), Township Fifty-seven (57), Range Twenty-two (22) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.

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

8. French Township Fire Protection Contract

It was the consensus of the County Board to direct staff to provide a factual history regarding fire protection in Unorganized Township 59-22 to prepare Commissioners DeNucci and Trunt for a meeting with French and Nashwauk Fire Departments.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. LOST Communication Plan Proposal from Rapp Strategies

Motion To: Approve the Proposal from Rapp Strategies, Inc. to provide communications services for the Itasca County Local Option Sales Tax (LOST) Referendum.

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

10. 2022 Legislative Priorities

It was the consensus of the County Board to accept the 2022 Legislative Priorities, as amended.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Canisteo Pit Discussion

Motion To: Approve sending a letter to the Minnesota Department of Natural Resources (DNR) asking for a Canisteo Pit Dewatering presentation within the next 30 days.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of a recent Grand Village Board meeting and a County Board Special Session Re: American Rescue Plan (ARP) Funds, as well as the Mississippi Headwaters Board (MHB) Biennial Conference, Balsam Township meeting, and Grand Rapids Chamber of Commerce Banquet.

Commissioner Tinquist reported on his attendance of recent Blackduck Joint Powers Board (BJPB) and Grand Village Board meetings, a County Board Special Session Re: American Rescue Plan (ARP) Funds, and Mississippi Headwaters Board (MHB) Biennial Conference.

Commissioner Trunt reported on his attendance of recent Grand Village Board and Arrowhead Counties Association (ACA) meetings, a County Board Special Session Re: American Rescue Plan (ARP) Funds, and Mississippi Headwaters Board (MHB) Biennial Conference.

Commissioner Snyder reported on his attendance of a recent Intergovernmental Affairs meeting, as well as meetings regarding the Bigfork project and various township meetings.

Commissioner Ives reported on his attendance of recent Grand Village Board and Intergovernmental Affairs meetings, a County Board Special Session Re: American Rescue Plan (ARP) Funds, as well as an Itasca Economic Development Corporation (IEDC) meeting and Grand Rapids Chamber of Commerce Banquet.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the Huber project.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 4:21 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, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1851

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles, Greg Miller

AGENDA ITEM:

Bowstring Airport Maintenance and Operation Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Agreement, which accepts the Grant Agreement for airport maintenance and operation at the Bowstring Airport for State Fiscal Years 2022 and 2023 and authorizes necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bowstring Airport MnDOT Contract 1047470

11/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

RESOLUTION 2021-68

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND OPERATION**

It is resolved by the **County of Itasca** as follows:

1. That the State of Minnesota Agreement No. **1047470**, "Airport Maintenance and Operation Grant Contract," at the **Bowstring Airport** is accepted.
2. That the **Chair of the County Board** and **Clerk of the County Board** are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of November A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of November A.D. 2021.

Administrator

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A3115-MO22

State Project Number (S.P.): A3115-MO23

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and County of Itasca acting through its County Board (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2022 and State Fiscal Year 2023.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS**1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2021, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023.
- 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 contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$4,027.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$8,054.00 (State fiscal years 2022 and 2023).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics,
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Ken Reichert, Itasca County Bowstring Airport
 Address:
 Telephone:
 E-Mail: kreicher@bigfork.net

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract 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 contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

- 13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1853

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare/DHS Contracting

BOARD ACTION REQUESTED:

Review and approve the 2022 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.

BACKGROUND:

IMCare has been participating in 2022 contract negotiations with DHS and we are nearing completion of the process. IMCare is negotiating a Families and Children contract and a Senior contract. I will be giving a high level overview at the Board meeting and asking for approval and a signature by the Board Chair.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1839

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - 2023 Containerized Seedlings

BOARD ACTION REQUESTED:

Award the 2023 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$50,512.00 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for the supply of containerized seedlings to be planted on tax forfeited land in 2023. According to specifications, contractors are to supply 175,000 red pine, 75,000 jack pine, and 15,000 white spruce.

One quote was received: PRT USA, Inc. \$50,512.00.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Service Contract - 2023 Seedlings
2. ITASCMN - Spring 2023 PRT Quote SM

11/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 18th day of October, 2021, by and between the County of Itasca, herein called the “County,” and PRT USA, Inc., a corporation organized and existing under the laws of the Province of Ontario, located at 75 Pollard Drive, Dryden, ON P8N 2Z4, 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 **tree seedling growing** 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 **December 2021** through **May 2023**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplements attached hereto and made a part hereof and marked **Attachment A** and **Attachment 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 \$50,512.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$50,512.00 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 18th day of October 2021.

PRT USA, Inc.

By: Sylvain Montpellier
Its Customer Support Representative

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT C 2023 SEEDLINGS

PROJECT FORM FOR SUPPLY OF CONTAINERIZED SEEDLINGS

Supply and delivery of seedlings to the Itasca County Land Department according to the specifications set in Attachment A. Seedlings will be awarded by item. Items 1 through 4 are for the spring of 2023.

- ITEM 1:** **175,000 red pine** containerized seedlings at a cost of
\$186.00 per thousand, for a total of \$ 32,550.00
- ITEM 2:** **75,000 improved jack pine** containerized seedlings at a cost of
\$180.60 per thousand, for a total of \$ 13,545.00
- ITEM 3:** **15,000 improved white spruce** containerized seedlings at a cost of
\$207.80 per thousand, for a total of \$ 3,117.00
- ITEM 4:** Delivery to a designated drop site in the Grand Rapids vicinity.
\$1,300.00

Total project cost for this contract: \$50,512.00

PRT USA Inc.

Company

PO Box 757, 75 Pollard Dr.

Address

Dryden, ON, P8N 2Z4

City, State, Zip

Sylvain Montpellier

Contractor's Name

Sylvain Montpellier

Signature

807-371-0126

Telephone



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1849

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by John D. Childs

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of South Six Hundred Sixty Feet (S. 660') of the East Six Hundred Sixty Feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian, subject to a permanent easement for highway purposes over, under and across that part of the above described real estate, lying within the East 33.00 feet of said Government Lot 2 by John D. Childs.

BACKGROUND:

This property forfeited on October 31, 2019 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

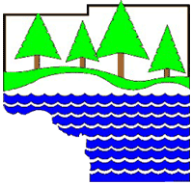
SUPPORTING DOCUMENTATION:

1. Application for repurchase 10-22-21
2. 41-026-2102 Location map

11/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

RESOLUTION 2021-69

RE: REPURCHASE OF THE SOUTH SIX HUNDRED SIXTY FEET (S. 660') OF THE EAST SIX HUNDRED SIXTY FEET (E. 660') OF LOT TWO (2), SECTION TWENTY-SIX (26), TOWNSHIP FIFTY-SEVEN (57), RANGE TWENTY-FIVE (25), WEST OF THE FOURTH PRINCIPAL MERIDIAN.

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, John D. Childs, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
South Six Hundred Sixty feet (S. 660') of the East Six Hundred Sixty feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by John D. Childs, subject to payment including taxes, penalties and interest of \$5,843.16; deed tax \$19.28; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$6,233.44.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of November A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of November A.D. 2021.

Administrator

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To the Board of County Commissioners and the County Auditor of Itasca County, Minnesota:

The undersigned John D. Childs hereby make application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said Itasca County, Minnesota, and more particularly described as follows:

South Six-hundred feet (600') of the East Six-hundred Sixty (S. 600') of Lot Two
Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principle Meridian

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the owner and taxpayer.

That said land forfeited to the State on the 31st day of October, 2019

That such taxes became delinquent in 2011 and remained delinquent and unpaid for the subsequent years of 2012, 2014, 2015, 2016, 2018, 2019, 2020, 2021.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of \$ 6,233.44 (sum of application fee \$300.00; deed issuance fee \$25.00; taxes, penalties and interest \$ 5,843.16; deed tax \$ 19.28; recording fee \$ 46.00).

Applicant offers to pay aforementioned aggregate amount due in full.

That permission to repurchase said land is hereby requested for the reasons stated as follows:

has been my home since 1975, then I inherited it from my father

Dated 21 day of Oct 2021

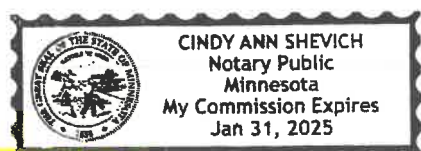
Applicant

Applicant

State of Minnesota, } ss.
County of Itasca

John D. Childs being duly sworn, deposes and says: that he/she is the applicant and petitioner in the forgoing petition; that he/she has read said petition and knows the contents thereof; that the same is true of his/her own knowledge save as to the matters therein stated on information and belief and as to those matters he/she believes it to be true.

Subscribed and sworn to before me this 22 day of October, 2021

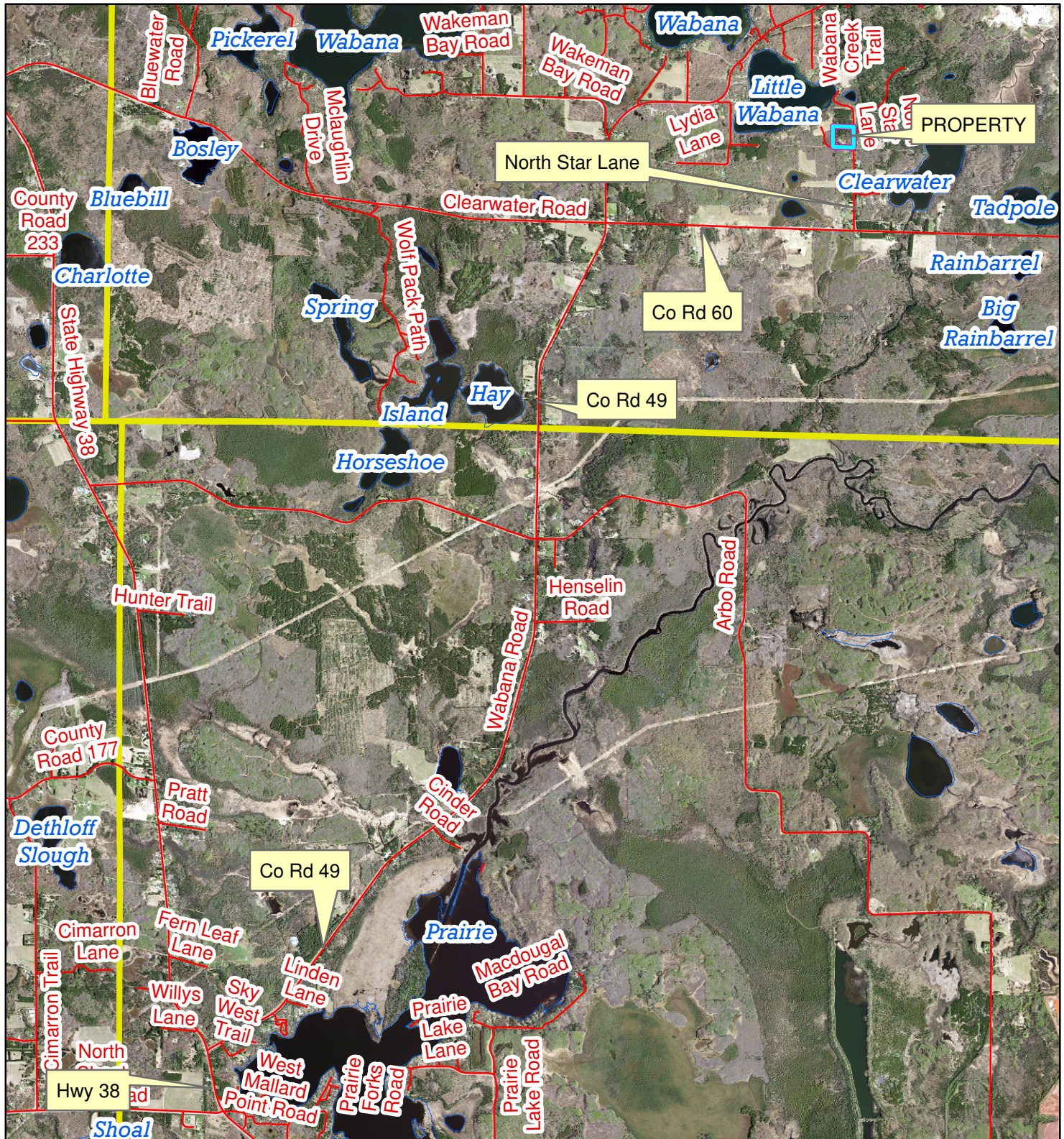


Notary Seal

Notary Signature

Cindy Shevich

41-026-2102 / 10.0 ACRES / 201 - HMSTD
JOHN AND MICHELLE CHILDS 35677 NORTH STAR LANE



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

Itasca Geographic Information System

"Decision support through automation"

COPYRIGHT - ITASCA COUNTY ALL RIGHTS RESERVED

No reproduction of this map is allowed by any method or in any form without written permission.



Hwy 38 North.
Right onto Co Rd 49
Right onto Co Rd 60
Left onto North Star Lane
Address on left



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1855

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 11, Township 58, Range 24 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of power lines for electric service to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement w Exhibit 11-58-24

11/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2021, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 2021, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 40 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

Over and across part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), Section 11, Township 58, Range 24, more particularly described in the attached Exhibit A.

DISCLAIMER: Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard.

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement.

This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

The Grantee shall pay when due all taxes and assessments levied against the easement granted herein or the improvements thereon.

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.

The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, its use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

- A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.
- B. GRANTEE agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
 - a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

<u>Limits</u>	
General Aggregate	\$3,000,000
Products-Completed	

Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

Limits

- | | | |
|----|--|---------------------|
| b. | Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles | \$1,500,000 |
| c. | | |
| | Workers' Compensation and Employer's Liability: | Statutory
Limits |
| | If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws | |
| d. | | |
| | Employer's Liability | |
| | Bodily injury by: | |
| | Accident - Each Accident | \$500,000 |
| | Disease - Policy Limit | \$500,000 |
| | Disease - Each Employee | \$500,000 |

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

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

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

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

- D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.
- F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

The Grantee shall not add lines, pipes or pipelines within this easement description unless the Grantee shall have provided to the Grantor updated facility locations.

COUNTY OF ITASCA
STATE OF MINNESOTA

State of Minnesota)
) ss
County of Itasca)

Deputy Auditor

Page 10 of 10

Exhibit A

Utility Easement Description:

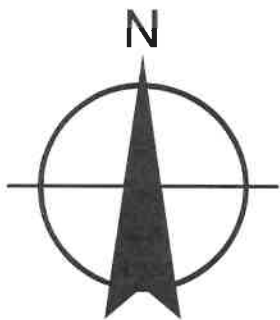
A 40 foot wide easement for utility purposes over, under and across the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), Section 11, Township 58 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota. Said easement lies 20 feet on each side of the following described centerline: Commencing at the southeast corner of said SE1/4 SE1/4; thence South 89 degrees 05 minutes 20 seconds West, assumed bearing along the south line of said SE1/4 SE1/4, a distance of 32.00 feet to the point of beginning of the centerline to be described; thence North 0 degrees 30 minutes 00 seconds East a distance of 53.02 feet to intersect the north line of the South 53.00 feet of said SE1/4 SE1/4 and a point hereinafter referred to as "Point A"; thence continue North 0 degrees 30 minutes 00 seconds East a distance of 1320.09 feet to the north line of said SE1/4 SE1/4 and there terminating.

Together with a 40 foot wide easement for utility purposes with a centerline described as follows: Beginning at aforementioned "Point A"; thence South 89 degrees 05 minutes 20 seconds West a distance of 697.50 feet; thence South 47 degrees 54 minutes 00 seconds West a distance of 80.48 feet to the south line of said SE1/4 SE1/4 and there terminating.

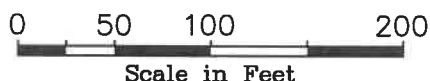
Sidelines of said easement are to be prolonged or shorted to terminate on the boundaries of said SE1/4 SE1/4.

EXHIBIT A

Utility Easement across Itasca County Administered Tax Forfeit land
The Southeast Quarter of the Southeast Quarter, Section 11,
T 58 N, R 24 W, Itasca County, Minnesota



The orientation of this survey is
based on Grid North, Itasca County
Coordinate System, North Zone



Legend

- Denotes section corner monument in place
- ⊗ Denotes calculated position
- × Denotes easement description point
- — — — — Denotes described centerline of utility easement
- — — — — Denotes overhead power line
- ▬▬▬▬▬▬ Denotes gravel surface of road

Surveyor's Affidavit

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Jeffrey P. Major
Jeffrey P. Major

Date: 10/18/21 Registration No. 44902

SE1/4--SE1/4, Section 11
T 58 N, R 24 W, Itasca County

Parcel 04-111-4400
County Administered Tax Forfeit

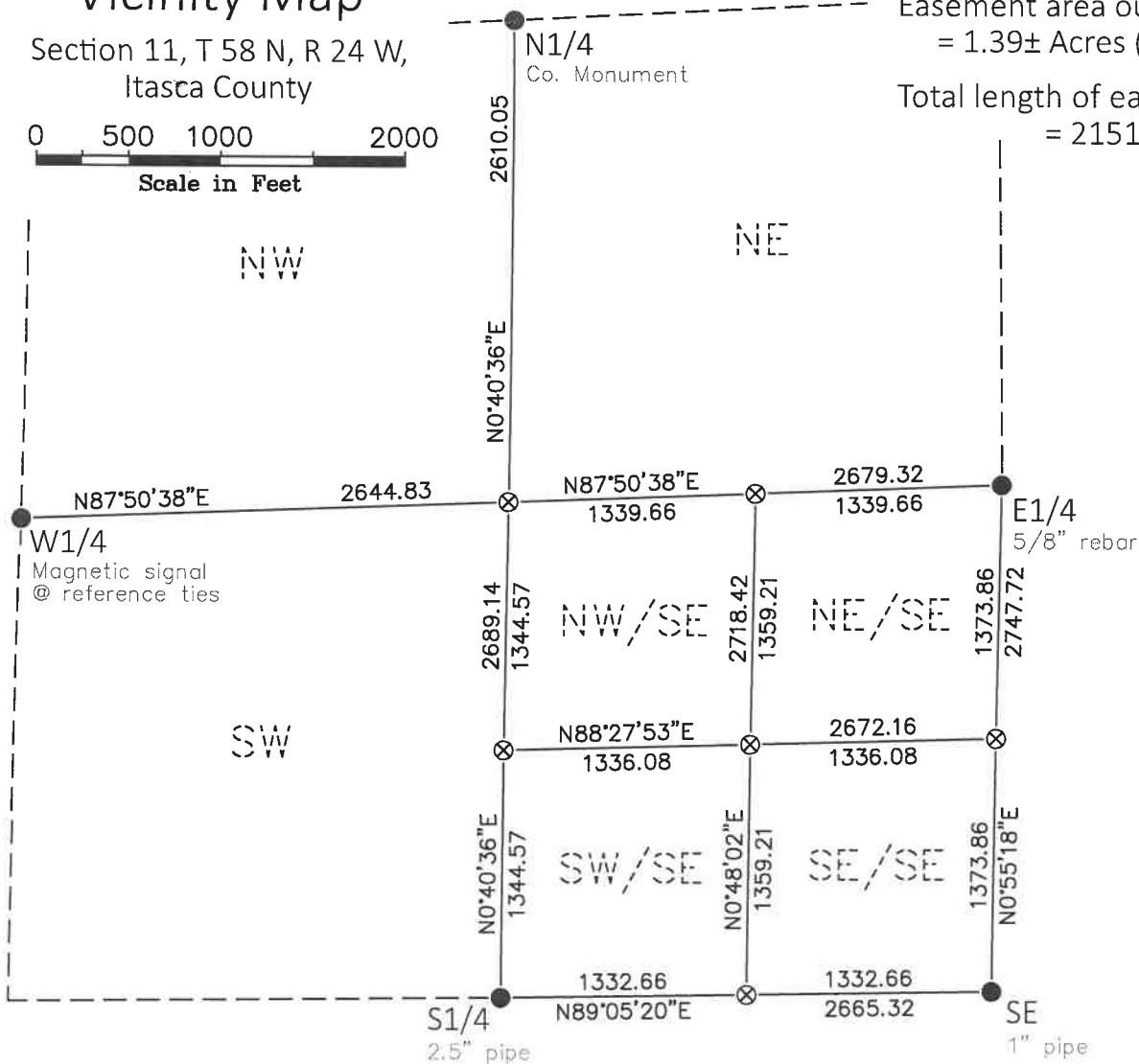
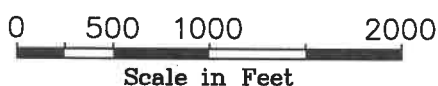
Total area of 40' wide utility easement
= 1.96± Acres (85,243± Sq. ft.)

Easement area outside of road R/W
= 1.39± Acres (60,688± Sq. ft.)

Total length of easement centerline
= 2151.09 feet

Vicinity Map

Section 11, T 58 N, R 24 W,
Itasca County



East line of SE1/4--SE1/4, Section 11

County Road No. 333

Assumed road right of way lines
(33 foot offsets of section line)

South line of SE1/4--SE1/4, Section 11

"POINT A"

S47°54'00"W
80.48
S89°05'20"W
33' Road Easement- Doc. A000696457

1332.66

P.O.B.

LAKE COUNTRY POWER

Shoal Lake, Ckt 3

WO No. 35062



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1856

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve Service Contract with Architectural Resources, Inc.

BOARD ACTION REQUESTED:

Approve service contract with Architectural Resources, Inc. (ARI) for \$30,750.00 for engineering and construction management services, and authorize necessary signatures.

BACKGROUND:

ARI was selected through an RFP process in cooperation with the Transportation Department for the project. This service contract is for engineering services and construction management for the Balsam Creek bridge replacement project. ARI proposes modifications to the indemnification clause in paragraph J.1.8.1. of the county's standard service contract (see Exhibit 1). When it comes to Professional Liability, they feel that they can't indemnify against another's negligence, and by doing so makes the contract uninsurable.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Exhibit 1_Proposed ARI Contract Ammendment
2. ARI Service Contract

11/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/09/2021 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

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.~~

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 Architectural Resources, Inc, a corporation organized and existing under the laws of the State of Minnesota, located at 126 East Superior Street, Duluth, MN 55812, 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 Nov. 16, 2021 to Oct. 15, 2022, 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 not to exceed \$ 30,750.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, 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, non-owned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the 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 negligent acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the 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.

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 negligent 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

By: _____
Its _____

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 Architectural Resources, Inc. (VENDOR) to provide professional engineering and construction phase services related to the Balsam Creek Bridge Replacement Project.

ARTICLE 1. TERM OF AGREEMENT:

- A. Effective Date: November 16, 2021, or the date of “Notice to Proceed” from COUNTY, whichever is later.
- B. Work Completion Date: October 15, 2022
- C. Expiration Date: October 16, 2022

ARTICLE 2. SCOPE OF WORK:

This project consists of the design of a new steel truss bridge with new abutments and approaches spanning Balsam Creek that must be minimum weight-specified for a ten-ton tracked groomer. This bridge will be crossed by trail groomers with an average weight of seven to eight ton. It will also include plans for culvert removal, and creek bank stabilization. Project bid and award processing, construction management services, and project close-out are also included in the scope of work. Vendor’s proposal for project is found in Exhibit B. The project timeline found in Exhibit B will be amended by approximately 4 months with construction occurring in May/June 2022. Actual amended timeline will be determined through mutual written agreement by both County and Vendor.”

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.
- 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 if needed.
- 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 on a lump sum fee structure basis.
 1. Lump sum fee of \$30,750 which includes:
 - a. Pre-Design
 - Project kickoff meeting with project stake holders.
 - Onsite visit.
 - Confirm project requirements including grant requirements.

- Confirm design standards.
- Request geotechnical report.
- Concept design including examination of alternative solutions.
- Confirm scope of work and budget.
- b. Schematic Design
 - Refine project design.
 - Owner/User review meetings.
 - Preliminary permitting: MPCA Stormwater BMPs.
 - Budget projection analysis.
 - Develop final schematic design documents.
- c. Design Development
 - Value engineering.
 - Develop final design development document.
 - Preliminary site plan.
 - Preliminary engineered bridge plans.
 - Outline specification.
 - Budget projection analysis.
 - Review meetings.
- d. Construction Documents
 - Prepare a comprehensive, well-coordinated set of construction documents.
 - Prepare code, permitting submittals/review processes.
 - Owner review meetings.
 - Budget projection analysis.
- e. Bid Phase
 - Perform distribution of construction documents to plan rooms and perspective bidders.
 - Respond to requests for product approvals, interpretations and clarifications
 - Issue addenda as needed.
 - Assist in reviewing bids including recommendations to award contract to lowest responsible bidder(s).
- f. Construction Observation & Administration
 - Observe the construction work for conformance to drawings and specifications including preparation of observation reports/meeting minutes.
 - Evaluate the contractor's shop drawings, product data, and samples.
 - Budget monitoring.
 - Review the results of construction tests and inspections.
 - Evaluate contractor requests for payment.
 - Assess and respond to requests for changes during construction.
 - Address and resolve claims brought by the owner or contractor administer the completion and closeout process for the owner.

B. VENDOR shall provide monthly invoices.

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. 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 surpass *not-to-exceed* amount. VENDOR is not authorized to surpass said amount on project without 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. COUNTY'S RIGHTS:

- A. COUNTY shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure VENDOR's compliance with this contract. If any work or materials are found not to be in compliance with contract specifications, the COUNTY shall have the right to order such work redone so that it is in conformance with this contract.
- B. COUNTY shall have the right to order changes in the work at any time in consultation with VENDOR. VENDOR shall proceed with such changes immediately upon receipt of a written change order signed by the COUNTY.
- C. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the COUNTY's request, VENDOR shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions from such as: excessive drought, rain, and wind damage.

ARTICLE 8. AGREEMENT PERSONNEL:

- A. VENDOR'S key personnel, will include:

Company:	Architectural Resources, Inc.
Name:	Eleanor Brandt, ASLA, PLA
Title:	Landscape Architect
Address:	126 E. Superior Street Duluth, MN 55802
Phone:	218.208.0662 218.727.8481
Email:	eleanor.brandt@arimn.com
Company:	Northland Consulting Engineers
Name:	Jon Aamondt, P.E. Principal
Title:	Structural Engineering Manager

Address: 102 South 21st Avenue West Suite #1
Duluth, MN 55806
Phone: 218.727.5995
Email: jon@nce-duluth.com

ARTICLE 9. 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.



ARCHITECTURAL RESOURCES, INC.

Proposal for Professional Services



Balsam Creek Bridge Replacement

Itasca County Land Department

1177 LaPrairie Avenue

Grand Rapids, MN 55744



North Shore Explorer MN

June 24, 2021

Architectural Resources, Inc.
Eleanor Brandt, ASLA, PLA

126 East Superior Street, Duluth, MN 55812 · 218-727-8481

COVER LETTER

June 24, 2021

Professional
Services Proposal
**Balsam Creek Bridge
Replacement**

Sara D. Thompson
Forest Recreation Specialist
Itasca County
Land Department
1177 LaPrairie Avenue
Grand Rapids, MN 55744

Ms. Thompson,

Architectural Resources, Inc (ARI) in partnership with Northland Consulting Engineers (NCE) are pleased to submit the following professional design services proposal for the replacement of the Balsam Creek Bridge for the Delbert Brandtstrom Snowmobile Trail. This proposal is based on an estimated construction budget of \$200,000. NCE and ARI have a long history of close collaboration on projects and look forward to continuing this relationship in service of the Itasca County Land Department.

Project Understanding

We understand that due to issues such as deterioration of the structure and its location affecting the stream flow, the existing bridge is to be removed and replaced with a new structure that reduces hydrologic flow impacts. As a part of this work, an adjacent culvert will need to be removed and addressed, along with shoreland restoration. This work is being funded by grants, which the County will be responsible for, while the consultant will need to ensure that all design aspects, as well as construction and bid documents meet all grant source requirements.

Our team will be providing design services for the new bridge, its abutments, and restoration of the surrounding area. We understand that we will be responsible for including MPCA Stormwater BMPs within the project plans. We have provided an initial schedule based on the assumption that grants are in place by August 1st, and an alternate schedule outlining time necessary to complete work without assigning dates.

Project Scope of Work

Based on our above understanding, ARI proposes the following scope of work:

Pre-Design

- Project kickoff meeting with project stake holders
- Onsite visit
- Confirm project requirements including grant requirements
- Confirm design standards
- Request geotechnical report
- Concept design including examination of alternative solutions
- Confirm scope of work and budget

Schematic Design

- Refine project design
- Owner/User review meetings
- Preliminary permitting: MPCA Stormwater BMPs
- Budget projection analysis
- Develop final schematic design documents

COVER LETTER

Design Development

- Value Engineering
- Develop Final Design Development Document
- Preliminary Site Plan
- Preliminary Engineered Bridge Plans
- Outline Specification
- Budget Projection Analysis
- Review Meetings

Construction Documents

- Prepare a comprehensive, well-coordinated set of Construction Documents
- Prepare code, permitting submittals/review processes
- Owner review meetings
- Budget projection analysis

Bid Phase

- Perform distribution of construction documents to plan rooms and perspective bidders

- Respond to requests for product approvals, interpretations and clarifications
- Issue addenda as needed
- Assist in reviewing bids including recommendations to award contract to lowest responsible bidder(s)

Construction Observation & Administration

- Observe the construction work for conformance to drawings and specifications including preparation of observation reports/meeting minutes
- Evaluate the contractor's shop drawings, product data, and samples
- Budget monitoring
- Review the results of construction tests and inspections
- Evaluate contractor requests for payment
- Assess and respond to requests for changes during construction
- Address and resolve claims brought by the owner or contractor
- Administer the completion and closeout process for the Owner

Proposed Fee

ARI proposes a lump sum fee of \$30,750 (thirty thousand seven hundred fifty dollars) for the scope of work outlined in this proposal. Breakdown: NCE: \$20,650; ARI: \$10,100.

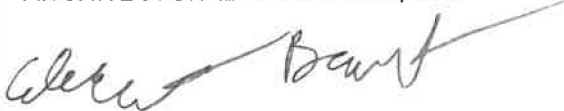
ARI's fees include all expenses related to travel, meals and reproduction. Printing of plans and specifications for bidding is considered an additional reimbursable expense.

Not included: Soil Borings, Geotechnical Report

Please review our proposal and don't hesitate to reach out with any questions. Again, thank you for this opportunity.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



Eleanor Brandt, PLA

ERB / mf



Scott Sosalla, Past President

SS / mf

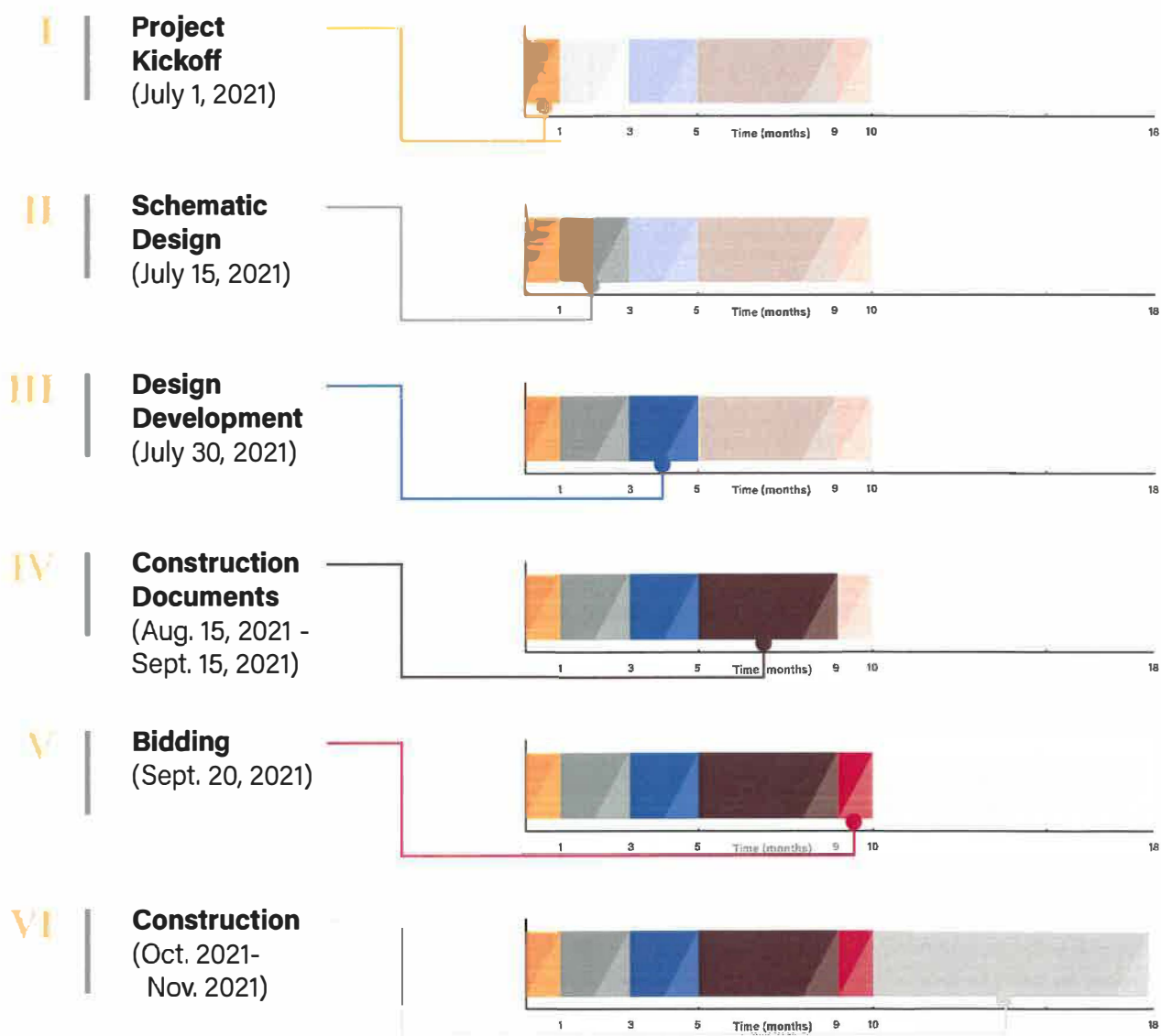
PROJECT SCHEDULE

Our team has outlined a proposed schedule and timeline below. It is our experience that establishing a timeline rooted in the dates outlined in the RFP that builds in flexibility produces the best outcome.

The proposed bidding and construction schedule reflect grant monies being secured prior to the project kick-off. ARI's current workload has the capacity to commit this project to our schedule. We have selected our team members in order to provide the best knowledge base for a successful project.

We are currently seeing long lead-times for materials and short timelines on pricing. We will remain diligent and committed to keeping this project on task and on schedule. See the schedule below, organized by phase.

The overall project will be managed by Eleanor Brandt, providing the Itasca County team a single point-of-contact.



PROPOSED FEE

For the scope of work outlined in the RFP, ARI proposes to complete this SLC Balsam Bridge Replacement Project for a lump-sum fee of \$30,750 (thiry thousand seven hundred fifty dollars). Our work plan breakdown is shown below and hourly rate sheets are attached.

Breakdown: NCE: \$20,650; ARI: \$10,100.

	Schematic Design	Design Development	Construction Documentation	Bidding	Construction Administration	Total
ARI	30	30	52	12	45	169
NCE	16	50	58	-	12	136
						305

HOURLY RATE SHEET



Hourly Fee Schedule 2021

Senior Principal	\$200
Principal	\$180
Project Lead	\$160
Senior Engineer	\$140
Architect	\$140
Landscape Architect	\$140
Owner's Representative	\$140
Technology Consultant	\$120
Certified Interior Designer	\$105
Senior Designer	\$105
Project Engineer	\$105
Graphic Designer	\$90
Construction Administrator	\$90
Business Manager	\$85
Designer	\$85
Project Technician	\$60
Administrative Assistant	\$65

Civil and Structural Engineering Fee Proposal

June 16, 2021

Proposal #: P0120

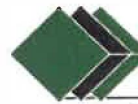
Project Title: Balsam Creek Bridge Replacement

Project Location: Itaska County

Company: Architectural Resources Inc.

Client Contact: Elenor Brandt

Full Address: 704 East Howard Street, Hibbing MN 55746

**Northland**

Consulting Engineers L.L.P.

Structural, Civil and Forensic Engineering

Client Email: elenor.brandt@arimn.com

Office Phone: 218.263.6868

Cell Phone:

Project Description

The existing bridge has been determined to be in need of replacement. This proposal includes hydraulic design at the site. The existing bridge to be replaced is currently a timber bridge with timber supports. NCE will serve as a sub-consultant for the project responsible for the structural design of the new bridge structure. During design by NCE, we assume that a site topographic survey and geotechnical borings will be provided by others. NCE will perform hydraulic review of the site to determine the 100 year stage elevation of the stream at the location, and design a new steel girder or steel open truss bridge and support system suitable for the site. We assume that bidding, meetings, construction phase services, project specifications and project close-out will be performed by the primary design firm. Per the request for proposals, permitting will be by others. We assume that NCE will serve as a consultant for embankment restoration as well, providing cross sections and stream profile adjacent to the proposed bridge for stream restoration.

Scope of CE and SE Engineering Services

- 1) Meetings and Coordination with Stakeholders relating to hydraulic design, Hydraulic & Hydrologic Assessment to determine the 100 YR stage elevation and the impact on the bridge and abutment design.
- 3) Stream Profile and Cross Sections for Hydraulic Design and Stream Restoration
- 4) Structural engineering design and creation of certified construction documents for new bridge and abutments, stream / Structure Profile, cross sections and stream restoration.

Proposed Fee Calculation Table

	Estimated Hours / Hourly Rates				Extended Cost
	Principal	PE	Tech.	Survey	
Schematic Design to determine Final Scope for Design	\$160.00	\$130.00	\$80.00	1.00	
Meetings, Coordination and (1) Site Visit- Digital Topo Survey (ALTA Land Survey LLC)	8	8		\$3,250.00	\$ 5,570.00
Hydraulic/Hydrologic Analysis & Modeling of 100 YR storm event at (1) bridge locations	2	16	8		\$ 3,040.00
Communications with Stakeholders, Schematic design bridge, schematic Cost Estimate preparation.	8	8	8		\$ 2,960.00
	Schematic Design Subtotal				\$ 11,570.00
Design Engineering Services - New Bridge and abutments					
Structural Design and Drafting of new- suitable for bidding and construction	8	24	40		\$ 7,600.00
Meetings as required, Incorporate any comments or changes requested by permitting agencies or stakeholders	4	4	4		\$ 1,480.00
	Option #1 Subtotal				\$ 9,080.00
	Total Proposed NCE Fee				\$ 20,650.00

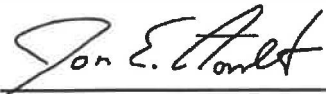
Assumptions

1. NCE has included the cost of topographic survey information for the immediate bridge locations and cross sections upstream and downstream per MnDNR direction. This data shall be provided in CAD and PDF format.
2. NCE will utilize HydroCAD Version 10.10 for the hydraulic design. Watershed characteristics will be gathered from multiple online/GIS databases, such as Streamstats & MnTOPO among others.
3. NCE will utilize AutoCad to perform the structural design work for the project.
4. Compensation for limited services described above will be performed on a Lump-Sum-Fee basis based on the overall project description and limited scope of services listed above.
5. Additional Services may be required. Additional services will be performed only upon written approval by the client and billed on an hourly rate basis in accordance with NCE current rate schedule.
6. If acceptable, this proposal along with the attached terms and conditions sheet will serve as our contract for the project.
7. Exclusions: any service not listed in the scope, including on site meetings, Redesign due to lack of timely or accurate information from other disciplines. This proposal does not include any construction engineering. This proposal does not include any work relating to FEMA mapping adjustments.

We understand that this proposal including the attached terms and conditions will serve as our contract for this project.

Submitted By

Accepted By



06/16/2021

Signature

Date

Jon E. Aamodt PE
Principal Partner
Northland Consulting Engineers LLP

Signature

Date

Printed Name _____
Title _____
Representing _____

Basis of Compensation - 2021

Fee Schedule

The compensation of Northland Consulting Engineers for professional services is based upon straight hourly rates as indicated below.



Classification	Hourly Rates
Partner Engineer	\$160.00
Registered Project Engineer (Civil / Structural)	\$130.00
Principal	\$180.00
Expert Witness / Testimony - PE	\$210.00
Engineer	\$110.00
Structural Engineer Technician	\$80.00
Civil / Structural Drafting	\$80.00
Secretary / Clerical	\$50.00

Reimbursable Expenses

Expenses connected with the work such as, but not limited to, travel, vehicle rental, equipment rental, meals, lodging will be charged at cost. Outside consultants, material testing and geotechnical services (if included in our scope) will be charged at cost plus 10 percent. Vehicle mileage will be charged at \$.62 per mile.

Reproduction expenses will be charged as follows:

Copy or Scan (large format)	\$4.00 / sheet
Copy or Scan (up to 11x17)	\$0.25 / each

Effective 1/1/2020



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1411

DEPARTMENT: Administrative Services

PRESENTER: Chair

TIME REQUESTED: 10 Minutes

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, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1865

DEPARTMENT: Human Resources

PRESENTER: Brett Skyles

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Farewell to Terry Cline whose last day as a Corrections Deputy, Sheriff's Office was November 7, 2021 after 11+ years of service.
- Farewell to Alexis Martire whose last day as a RN Quality Improvement/Utilization Management Director, Health and Human Services Department will be November 19, 2021 after 7+ years of service.

COUNTY ATTORNEY REVIEW:

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, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1270

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of November 12, 2021 in the amount \$2,174,771.66.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1744

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID report 11-9-2021

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, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1866

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve TED Account Request by the Buck Lake Improvement Club

BOARD ACTION REQUESTED:

Approve Request of \$10,000 from the 2021 Tourism and Economic Development Account (12-611) by the Buck Lake Improvement Club.

BACKGROUND:

Email request and quotes are attached.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. FW_ T.E.D. Fund
2. BLIC Infield Aggregate Quote
3. L&M Supply Lawn Mower

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

From: [Kory Cease](#)
To: [Kory Cease](#)
Subject: FW: T.E.D. Fund
Date: Thursday, November 4, 2021 4:20:58 PM
Attachments: [314B01C91E01421BBA5F1D4D878D5ED2.png](#)

From: Vicky Shofner <vickyshof@yahoo.com>
Sent: Wednesday, October 6, 2021 5:28 PM
To: Ben Denucci <Ben.Denucci@co.itasca.mn.us>
Subject: T.E.D. Fund

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

Commissioner Ben DeNucci

Itasca County Courthouse

123 NE 4th St

Grand Rapids, MN 55744

Dear Commissioner,

We, the Buck Lake Improvement Club, is requesting funding in the amount of \$10,000 from the T.E.D. Fund to help in the updating and repairing of our softball field. We are in need of infield aggregate and the outfield needs to be leveled and new sod laid down. This is needed for safety reasons. We are also in need of a new lawn mower as our current mower was purchased in the 1990's.

The Buck Lake Improvement Club is a 501(c)(3) non-profit organization that has been serving our community since 1949. An example of what our Club is to the community is an "unorganized Township Hall". But we do not receive any outside funding. Activities, past and present, at our Club include: youth programs; senior citizens, AA, snowmobile clubs, first responders, and community meetings; approved as an emergency pick up point for the Life Link Helicopter; and due to Covid-19 we were the drop off point for the school food program. We hold many fundraisers to keep our community organization functioning.

Even with our historically successful fundraising efforts, we need assistance to complete major improvements and equipment purchases. Any and all assistance that you can give us would be greatly appreciated.

Sincerely,

Vicky A. Shofner

Grant Chairperson

218-969-0790

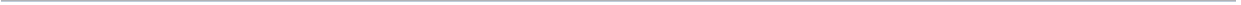
vickyshof@yahoo.com

15385 County Rd 539

Nashwauk, MN 55769

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Box 215 • Shakopee, MN 55379
Phone (952) 445-3900 • (800) 382-3756 • Fax (952) 445-0809
www.bryanrock.com

Quote: **83804**

Quote Date: 10/6/2021

Expire Date: 12/31/2021

Page 1 of 1

Quotation

Bill To:

V000 VARIOUS BIDDER

Contact:

Phone:

Fax:

Ship To:

BLIC BALL FIELD
NASHWARK MN

P.O.#

Quote Description : NASHWAUK MN BLIC BALL FIELD

<u>Product ID</u>	<u>Product Description</u>	<u>Quarry</u>	<u>Quantity</u>		<u>Total/Ton</u>
120	Red Ball Diamond Agg	103	200.00	Semi	\$54.05

***SALES TAX "NOT" INCLUDED**

Shakopee Locations = Quarry 103 and 104, Bayport Location = Quarry 102, Denmark Location = Quarry 105

Prices and Quantities Based Per Ton Unless Otherwise Noted

Straight Truck/Tandem Deliveries Subject to Extra Charge Plus Sales Tax

Partial Loads Subject to Minimum Haul Charges

Prices Subject to Change with Major Fuel Increases or Road Closures Due to Flooding

The Truck Portion of Our Quote Does Not Cover Any Prevailing Wage Rate Requirements That May Be Required On This Job

Prices Subject to Transit Improvement Tax and Additional Aggregate Tax Increase

Prices Subject to Change with Any Irregular Loading or Delivery Hours (Mon-Fri 7:00AM to 4:00PM)

All Products Meet Current MNDOT Specs

Terms: Net 30

\$.25/Ton Contractor Discount May Apply

Comments:

Accepted by:

Seller:

Date:

Eric Bryan/Bryan Rock Products

L&M FLEET SUPPLY

L&M SUPPLY, INC.
1101 E. 37TH ST. STE2
HIBBING MN. 55746

X

L&M SUPPLY, INC.
1400 S. POKEGAMA
AVE. GRAND RAPIDS
MN. 55744

L&M SUPPLY, INC. 2740
PAUL BUNYAN DR NW
BEMIDJI MN. 56601

L&M SUPPLY, INC.
8497 ENTERPRISE DR
N VIRGINIA MN.
55792

L&M SUPPLY, INC. 1307
1ST ST E PARK
RAPIDS MN. 56470

L&M SUPPLY, INC. 620
HWY 33 SOUTH
CLOQUET, MN MN.
55720

L&M SUPPLY, INC. 1100
HWY 59 S. DETROIT
LAKES MN. 56501

DATE 3/29/2021

[illegible]

NAME	Buck Lake Improvement Club
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PHONE wallyk327@msn.com

P.O.# Kathy Krook

DONE BY: Eric Porterfield

NOTES: Price Quote is food for 2 weeks

REQUESTED BY:

SUB TOTAL	\$4,949.99
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TAX	\$ -
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TOTAL DUE	\$4,949.99
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TRANSACTION ID#

AMOUNT PAID	
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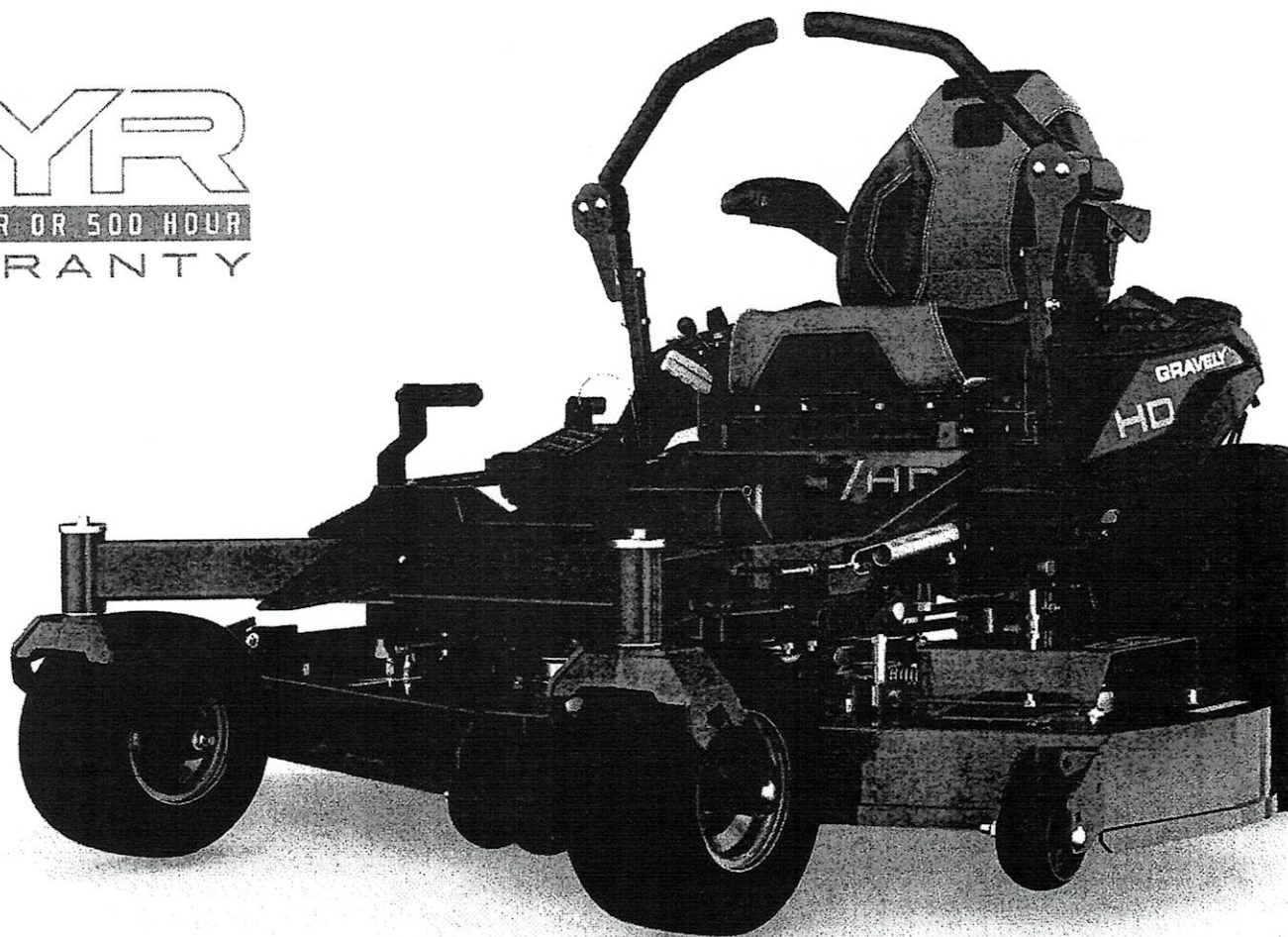
AMOUNT YET DUE	\$4,949.99
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ZT HD

THE MOWER KNOWN FOR MAKING NEIGHBORS JEALOUS.

For homeowners who don't just want to mow their lawn but prefer to manicure it. After all, this is a residential mower often mistaken for a commercial unit. It has the power, durability, and high performance that lawn aficionados demand - causing them to ask whether or not their lawn is worthy of such a machine.

4YR
FOUR YEAR OR 500 HOUR
WARRANTY



A NEW HIGH-BACK SEAT is more comfortable and supportive. This is commercial-grade comfort in a residential mower.

SEAT ISOLATION removes vibrations to decrease fatigue by absorbing the rough terrain so your body doesn't have to.

UPDATED FENDERS and rear wrap give the HD a bold new style upgrade, so it looks as great as it mows.

3100 TRANSAXLES are commercial grade and serviceable for a longer lifespan

CONSTANT BELT TENSION SYSTEM (CBT) minimizes wear and heat while providing enhanced belt life with minimal adjustments.

VERTICAL HEIGHT OF CUT SYSTEM takes the guesswork out of height adjustment with its magnetic pin and clear visibility.

AUTOMOTIVE-STYLE TUBULAR FRAME increases durability by withstanding force from any direction. This high-strength, premium frame is positioned with a lower center of gravity to improve stability while mowing on hillsides.



GRAVELY.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1867

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve TED Account Request by Thrive Up North

BOARD ACTION REQUESTED:

Approve \$5000.00 request from the 2021 Tourism and Economic Development Account (12-611) to Thrive Up North Marketing Initiative.

BACKGROUND:

The Thrive Up North Marketing Initiative made a two-year request for \$5000.00 in 2020. Attached is the invoice for 2021.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Thrive Up North Marketing_2021 Invoice

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

Itasca Economic Development Corporation

12 NW 3rd Street
Grand Rapids, MN 55744

**Bill To**

Itasca County
c/o Jennifer Blackwood
123 4th St. NE
Grand Rapids, MN 55744

Invoice

Date	Invoice #
5/3/2021	1435

Terms
Due upon receipt

Description	Amount
Thrive Up North Marketing initiative partner investment 2021	5,000.00
<i>de h 5/10/20</i>	
Total	\$5,000.00



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1864

DEPARTMENT: Administrative Services

TIME REQUESTED: 20 Minutes

PRESENTER: Larry Filippi, Brett Skyles

AGENDA ITEM:

Phase 2 Correctional/Court Facility Construction Contracts

BOARD ACTION REQUESTED:

Approve Phase 2 Correctional/Court Facility construction contracts, pending County Attorney Review, and authorize signature of the County Board Chair and County Administrator.

BACKGROUND:

On October 27, 2021, bids were opened and read at a public meeting in the Itasca County Boardroom. Lowest responsible bidder contracts will be provided in multiple bid categories representing the near completion of the construction project.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bid Pack 2 documents

Motion To: Approve Phase 2 Correctional/Court Facility construction contracts including approval for bid package Alternate #1, pending County Attorney Review, and authorize signatures of the County Board Chair and County Administrator.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

ITASCA COUNTY
GOVERNMENT CENTER JAIL AND COURTS
ADDITION AND REMODEL -DD Estimate 7-6-2021



DIVISIONS OF WORK

BID PACKAGE #1	Contractor	Contract Amount
Demolition/Earthwork/Utilities	Veit & Company	1,463,360.00
Concrete	TNT Construction	524,000.00
Precast Concrete	Taracon Precast	4,068,991.00
Steel Erection	Northern Industrial	230,000.00
Elevators	Schindler Elevator	730,000.00
Electrical	Hunt Electric	44,300.00
Steel Supply - M.O.	Construction Systems	669,492.00
TOTAL BP #1		7,730,143.00
	SD Totals	BP #2 Totals
Division 02 - Existing Conditions	780,940.45	258,228.30
Division 03 - Concrete	5,579,440.00	1,098,588.25
Division 04 - Masonry	2,734,905.00	2,953,096.00
Division 05 - Metals	3,188,052.76	944,497.00
Division 06 - Woods, Plastics and Composites	1,162,703.20	1,322,572.60
Division 07 - Thermal & Moisture Protection	3,380,760.00	3,558,244.00
Division 08 - Openings	913,431.00	1,313,498.00
Division 09 - Finishes	3,477,125.00	3,416,891.20
Division 10 - Specialties	154,235.00	161,690.00
Division 11 - Equipment	552,575.00	527,880.00
Division 12 - Furnishings	0.00	0.00
Division 13 - Special Construction	10,180,000.00	10,180,000.00
Division 14 - Conveying Equipment	1,045,000.00	0.00
Division 21 - Fire Suppression	889,000.00	912,000.00
Division 22 - Mech/Plumbing	6,903,987.85	7,828,034.00
Division 23 - Heating, Ventilating & Air Conditioning	3,155,804.60	4,035,911.00
Division 24 - Test and Balancing	129,817.95	113,854.08
Division 25 - Temperature Controls	610,908.00	473,101.92
Division 26 - Electrical	6,169,586.55	5,636,565.70
Division 27 - Communication	552,871.74	526,117.50
Division 28 - Electronic Safety and Security	0.00	0.00
Division 31 - Earthwork	1,297,116.25	0.00
Division 32 - Exterior Improvements	570,924.50	108,000.00
Division 33 - Utilities	385,000.00	0.00
Sub Total	53,814,184.85	45,368,769.55
TOTAL BID PACKAGE #1 & #2	53,814,184.85	53,098,912.55
General Requirements	2,500,000.00	2,500,000.00
Building Permitting / Plan Review	250,000.00	250,000.00
Construction Contingency 5%	2,815,709.24	2,779,945.63
Design and Bid Contingency 5%	2,815,709.24	2,779,945.63
Construction Cost	62,195,603.34	61,408,803.81
Construction Management Fee	1,531,792.00	1,531,792.00
Architect/Engineering Fee	4,238,834.35	4,178,759.21
Architect Reimbursables	180,000.00	180,000.00
Sub Total	68,146,229.69	67,299,355.02
Owner Items		
FF&E/Technology/AV/Security/etc.	2,500,000.00	2,500,000.00
MN DOT/ICE Study/Traffic Control	150,000.00	50,000.00
Utility Relocation/Access Fees	500,000.00	0.00
Asbestos & Hazardous Material Remediation - Allowance	140,000.00	100,000.00
Contaminated Soil Remediation - Allowance	480,000.00	480,000.00
Commissioning - Allowance	77,727.06	77,727.06
Property Acquisition	4,650,000.00	4,650,000.00
Property Relocation Costs	850,000.00	850,000.00
Grant Award - MN Employment & Economic Development	0.00	-325,441.00
TOTAL PROJECT COST	77,493,956.75	75,681,641.08
Alternate Pricing		
Finish two Courtrooms & Associated Chamber/Offices (inc FFE/Tech)	2,405,372.15	2,531,370.23
TOTAL PROJECT COST with ALTERNATE	79,899,328.89	78,213,011.31

* Based on Design Development Plans Dated May 7, 2021.

* Estimate is based on a full and open competitive bidding environment including manufacturers and suppliers.

* Base project total does not include costs for incidentals to ongoing government operations during construction.

Itasca County Government Center Jail and Courts Addition and Remodel

- Starting Budget (BP #1 and BP #2)



Date: November 9, 2021

CATEGORY OF WORK		TRADE CONTRACTOR NAME	ORIGINAL CONTRACT/BASE BID AMOUNT	Alternate #1 Costs	Alternate #1 - Courtroom Buildout
BID PACKAGE #1					
1	Demolition / Earthwork / Utilities	Veit & Company	\$1,463,360.00		\$1,463,360.00
2	Concrete	TNT Construction Group, LLC	\$524,000.00		\$524,000.00
3	Precast Concrete	Taracon Precast	\$4,068,991.00		\$4,068,991.00
4	Steel Erection	Northern Industrial Erectors, Inc.	\$230,000.00		\$230,000.00
5	Elevators	Schindler Elevator Corporation	\$730,000.00		\$730,000.00
6	Electrical	Hunt Electric Corporation	\$44,300.00		\$44,300.00
7	Steel Supply - material only	Construction Systems, Inc.	\$669,492.00		\$669,492.00
BID PACKAGE #1 - SUB TOTAL			\$7,730,143.00		\$7,730,143.00
BID PACKAGE #2					
8	Concrete	TNT Construction, LLC	931,850.00	2,400.00	934,250.00
9	Masonry	Harbor City Masonry, Inc.	1,740,715.00	-	1,740,715.00
10	Steel Erection	Patriot Erectors, Inc.	494,700.00	-	494,700.00
11	Carpentry	Hawk Construction, Inc.	1,045,000.00	154,000.00	1,199,000.00
12	Casework	Woodside Industries	1,135,262.00	435,758.00	1,571,020.00
13	Roofing	McDowall	2,570,000.00	-	2,570,000.00
14	Metal Wall Panels	Architectural Panel Systems, Inc.	792,000.00	-	792,000.00
15	Joint Sealants	Carciofini Company	321,275.00	13,925.00	335,200.00
16	Aluminum Frame/Window & Glazing	United Glass, Inc.	827,732.00	1,999.00	829,731.00
17	Overhead Doors	Doorco, Inc.	28,270.00	-	28,270.00
18	Gypsum Board	Mulcahy Nickolus LLC	3,539,900.00	149,850.00	3,689,750.00
19	Tile	Dorholt Tile & Home Center, Inc	168,708.00	21,921.00	190,629.00
20	Acoustical Treatments	St. Cloud Acoustics, Inc.	431,500.00	75,470.00	506,970.00
21	Flooring	Contract Tile & Carpet, LLC	317,874.00	36,218.00	354,092.00
22	Epoxy Flooring	Quality Coating and Tile	123,684.00	-	123,684.00
23	Painting	Fransen Decorating	471,545.00	14,095.00	485,640.00
24	Food Service Equipment	Budget - TBD	550,000.00	-	550,000.00
25	Laundry Equipment	Budget - TBD	35,000.00	-	35,000.00
26	Fixed Audience Seating	Sauder Manufacturing Company	75,083.79	56,087.96	131,171.75
27	Detention Equipment	Noah Detention Construction, LLC	7,195,608.00	40,887.00	7,236,495.00
28	Fire Protection	LVC Companies, Inc.	652,430.00	20,769.00	673,199.00
29	Plumbing	JK Mechanical Contractors, Inc.	3,684,500.00	42,250.00	3,726,750.00
30	HVAC Piping	Weidner Plumbing & Heating Company	2,510,000.00	-	2,510,000.00
31	HVAC Piping	Thelen Heating & Roofing, Inc.	3,368,000.00	50,000.00	3,418,000.00
32	*Controls	Gartner Refrigeration Company	674,300.00	9,120.00	683,420.00
33	Testing/Adjusting & Balancing	Marcus Global, Inc. dba SMB of Minnesota	84,600.00	5,300.00	89,900.00
34	Electrical	Parsons Electric - Town and Country	7,034,300.00	242,115.00	7,276,415.00
35	Communications	All State Communications, Inc.	707,028.00	43,835.00	750,863.00
36	Courtroom Technology	Video Services, Inc.	242,600.00	207,100.00	449,700.00
37	*Security Electronics	Accurate Controls, Inc.	1,655,400.00	62,000.00	1,717,400.00
38	Steel Supply - Material Only	Construction Systems	1,289,000.00	-	1,289,000.00
39	Standard Doors/Frames/Hardware (M.O.)	Mid Central Door	606,183.00	53,911.00	660,094.00
40	Specialties - Material Only	Building Material Supply, Inc.	107,664.00	2,955.00	110,619.00
BID PACKAGE #2 - SUB TOTAL			45,411,711.79	\$1,741,965.96	47,153,677.75
ADE CONTRACTOR TOTAL BID PACK #1 & #2:			\$53,141,854.79		\$54,883,820.75
Contingency		Budget	\$3,000,000.00		\$3,000,000.00
General Conditions		Budget	\$3,000,000.00		\$3,000,000.00
Building Permit/Plan Review		Budget	\$250,000.00		\$250,000.00
CM Fee		Contegrity Group, Inc.	\$1,561,500.00		\$1,561,500.00
Architect & Engineer Fee		Klein McCarthy Architects	\$4,306,797.51		\$4,306,797.51
Architect Reimbursable Expenses		Klein McCarthy Architects	\$180,000.00		\$180,000.00
CONSTRUCTION TOTAL:			\$65,440,152.30		\$67,182,118.26
Owner Items					
FF&E/Technology/AV/Security/etc.		Budget	2,500,000.00		\$2,500,000.00
MN DOT/ICE Study/Traffic Control		Budget	150,000.00		\$150,000.00
Asbestos & Hzd Material Remediation		Braun/ECCO Midwest	100,000.00		\$100,000.00
Contaminated Soil Remediation		Braun	175,000.00		\$175,000.00
Commissioning - Allowance		Budget	85,000.00		\$85,000.00
Property Acquisition			4,650,000.00		\$4,650,000.00
Property Relocation Costs			850,000.00		\$850,000.00
Special Inspection/Testing		Braun	200,000.00		\$200,000.00
Temp Controls - Existing		Budget	\$25,000.00		\$25,000.00
Chiller Silencer/Enclosure - Allowance		Budget	\$225,000.00		\$225,000.00
Grant Award - MN Employment * Econ Dev.			-\$325,000.00		-\$325,000.00
PROJECT TOTAL:			\$74,075,152.30		\$75,817,118.26

NOTES:

* Denotes that with acceptance of Alternate #1 the low bidder will change as noted below. Cost shown in alternate #1 costs column reflect the net difference in the bids for the following two bid categories.

Category 32 Controls - Gartner to Johnson Controls

Category 37 Security Electronics - Accurate Controls to Stanley Security

ITASCA COUNTY GOVERNMENT CENTER, JAIL AND COURTS ADDITION AND REMODEL

- BID PACK #2 - BID TAB

OCTOBER 27, 2021 2:00 pm

	Bid Sec	Add	BASE BID	ALTERNATE 1: Finished Courtrooms and Judges Chambers	ALTERNATE 2: Chiller Acoustic Attenuation
CATEGORY 8 - CONCRETE					
TNT Construction, LLC	X	1,2,3,4,5	\$931,850.00	\$2,400.00	NA
Hawk Construction, Inc.	X	1,2,3,4,5	\$1,143,900.00	\$0.00	NA
CATEGORY 9 - MASONRY					
Harbor City Masonry, Inc.	X	1,2,3,4,5	\$1,740,715.00	NA	NA
Stretar Masonry & Concrete, Inc.	X	1,2,3,4,5	\$2,620,000.00	NA	NA
Rice Lake Construction Group	X	1,2,3,4,5	\$2,728,250.00	NA	NA
CATEGORY 10 - STEEL ERECTION					
Patriot Erectors, Inc.	X	1,2,3,4,5	\$494,700.00	\$0.00	NA
Red Cedar Steel Erectors, Inc.	X	1,2,3,4,5	\$512,500.00	\$0.00	NA
Northern Industrial Erectors, Inc.	X	1,2,3,4,5	\$654,000.00	\$6,400.00	NA
CATEGORY 11 - CARPENTRY					
Hawk Construction, Inc.	X	1,2,3,4,5	\$1,045,000.00	\$154,000.00	NA
TNT Construction, LLC	X	1,2,3,4,5	\$1,139,000.00	\$108,000.00	NA
CATEGORY 12 - CASEWORK					
Northwest Cabinets, Inc.	X	1,2,3,4,5	\$756,632.00	\$362,960.00	NA
Woodside Industries, Inc.	X	1,2,3,4,5	\$1,135,262.00	\$435,758.00	NA
TMI Systems Corporation	X	1,2,3,4,5	\$1,160,702.00	\$576,790.00	NA
CATEGORY 13 - ROOFING					
Granite City Roofing	X	1,2,3,4,5	\$1,992,000.00	NA	NA
McDowall Company	X	1,2,3,4,5	\$2,570,000.00	NA	NA
Range Cornice Roofing Company	X	1,2,3,4,5	\$2,595,529.00	NA	NA
Nelson Roofing, Inc.	X	1,2,3,4,5	\$2,619,789.00	NA	NA
CATEGORY 14 - METAL WALL PANELS					
Architectural Panel Systems, Inc.	CC	1,2,3,4,5	\$792,000.00	NA	NA
Minnkota Architectural Products	X	1,2,3,4,5	\$901,066.00	NA	NA
Progressive Building Systems LTD	X	1,2,3,4,5	\$960,450.00	NA	NA
CATEGORY 15 - JOINT SEALANTS					
Carciolini Company	X	1,2,3,4	\$321,275.00	\$13,925.00	NA
WCS 1, LLC	X	1,2,3,4,5	\$428,000.00	\$10,000.00	NA
The Caulkers Company	X	1,2,3,4,5	\$433,000.00	\$3,000.00	NA
CATEGORY 16 - ALUMINUM FRAME/WINDOW & GLAZING					
United Glass, Inc.	X	1,2,3,4,5	\$827,732.00	\$1,999.00	NA
Anderson Glass Company, Inc.	X	1,2,3,4,5	\$913,945.00	\$4,500.00	NA
Mesabi Glass and Window, Door, Inc.	X	1,2,3,4,5	\$1,117,003.00	\$5,265.00	NA
CATEGORY 17 - OVERHEAD DOORS					
Doorco, Inc.	CC	1,2,3,4,5	\$28,270.00	NA	NA
API Garage Door Store	X	1,2,3,4,5	\$30,150.00	NA	NA
CATEGORY 18 - GYPSUM BOARD					
Mulcahy Nickolaus LLC	X	1,2,3,4,5	\$3,539,900.00	\$149,850.00	NA
CATEGORY 19 - TILE					
Dorholt Tile & Home Center, Inc.	X	1,2,3,4,5	\$168,708.00	\$21,921.00	NA
Northland Flooring & Design, LLC	X	1,2,3,4,5	\$180,943.00	\$18,800.00	NA
Grazzini Brothers & Company	X	1,2,3,4,5	\$317,450.00	\$32,350.00	NA
CATEGORY 20 - ACOUSTICAL TREATMENTS					
St. Cloud Acoustics, Inc.	X	1,2,3,4,5	\$431,500.00	\$75,470.00	NA
Architectural Sales of MN, Inc.	X	1,2,3,4,5	\$499,925.00	\$46,780.00	NA
Sonus Interiors, Inc.	X	1,2,3,4,5	\$548,000.00	\$79,190.00	NA
Dow Acoustics, Inc.	X	1,2,3,4,5	\$645,570.00	\$71,225.00	NA

ITASCA COUNTY GOVERNMENT CENTER, JAIL AND COURTS ADDITION AND REMODEL

- BID PACK #2 - BID TAB

OCTOBER 27, 2021 2:00 pm

CATEGORY 21 - FLOORING					
Contract Tile & Carpet, LLC	X	1,2,3,4,5	\$317,874.00	\$36,218.00	NA
Dorholt Tile & Home Center, Inc.	X	1,2,3,4,5	\$364,301.00	\$40,550.00	NA
Amquist Carpets Plus	X	1,2,3,4,5	\$371,700.00	\$43,800.00	NA
Northland Flooring & Design, LLC	X	1,2,3,4,5	\$372,000.00	\$44,000.00	NA
MCI, Inc.	X	1,2,3,4,5	\$400,000.00	\$44,000.00	NA
Sonus Interiors	X	1,2,3,4,5	\$403,827.00	\$51,496.00	NA
CATEGORY 22 - EPOXY FLOORING					
Starting Line Floor Coatings, Inc.	X	1,2,3,4,5	\$68,505.00	NA	NA
Quality Coating and Tile	X	1,2,3,4,5	\$123,684.00	NA	NA
Duluth Coating Solutions	X	1,2,3,4,5	\$127,850.00	NA	NA
CATEGORY 23 - PAINTING					
Regional Contracting and Painting	X	1,2,3,4,5	\$337,575.00	\$31,360.00	NA
Fransen Decorating, Inc.	X	1,2,3,4,5	\$471,545.00	\$14,095.00	NA
Swanson and Youngdale, Inc.	X	1,2,3,4,5	\$479,493.00	\$12,172.00	NA
Steinbrecher Painting Company	X	1,2,3,4,5	\$530,500.00	\$18,400.00	NA
Colorful Concepts Painting and Custom Finishing, Inc.	X	1,2,3,4,5	\$673,800.00	\$27,200.00	NA
CATEGORY 24 - FOOD SERVICE EQUIPMENT					
Stafford Smith, Inc.	X	1,2,3,4	\$483,068.00	NA	NA
Great Lakes Hotel Supply Company	X	1,2,3,4,5	\$488,376.00	NA	NA
Plexus Company dba Culinex	X	1,2,3,4,5	\$536,201.00	NA	NA
Trimark MN	X	1,2,3,4,5	\$587,500.00	NA	NA
Boelter LLC	X	1,2,3,4	\$629,387.00	NA	NA
CATEGORY 25 - LAUNDRY EQUIPMENT					
Business Development Sales dba BDS Laundry Systems	CC	1,2	\$25,125.00	NA	NA
Weinberg Supply & Equipment	CC		\$27,370.69	NA	NA
CATEGORY 26 - FIXED AUDIENCE SEATING					
Sauder Manufacturing Company	X	1,2,3,4,5	\$75,083.79	\$56,087.96	NA
Imperial Woodworks, Inc.	X	1,2,3,4	\$79,213.00	\$31,593.00	NA
CATEGORY 27 - DETENTION EQUIPMENT					
Noah Detention Construction LLC	X	1,2,3,4,5	\$7,195,608.00	\$40,887.00	NA
Pauly Jail Building Company, Inc.	X	1,2,3,4,5	\$7,899,000.00	\$49,000.00	NA
Cornerstone Detention Products, Inc.	X	1,2,3,4,5	\$8,086,000.00	\$49,750.00	NA
CATEGORY 28 - FIRE PROTECTION					
LVC Companies, Inc.	X	1,2,3,4,5	\$652,430.00	\$20,769.00	NA
Summit Fire Protection	X	1,2,3,4,5	\$703,400.00	\$4,000.00	NA
CATEGORY 29 - PLUMBING					
J K Mechanical Contractors, Inc.	X	1,2,3,4,5	\$3,684,500.00	\$42,250.00	NA
Weidner Plumbing & Heating Company	X	1,2,3,4,5	\$3,945,000.00	\$50,000.00	NA
RJ Mechanical, Inc.	X	1,2,3,4,5	\$4,565,000.00	\$28,000.00	NA
CATEGORY 30 - HVAC PIPING					
Weidner Plumbing & Heating Company	X	1,2,3,4,5	\$2,510,000.00	NA	\$202,200.00
RJ Mechanical, Inc.	X	1,2,3,4,5	\$2,569,000.00	NA	\$170,000.00
J K Mechanical Contractors, Inc.	X	1,2,3,4,5	\$2,692,200.00	NA	NA
Climate Makers, Inc.	X	1,2,3,4,5	\$2,950,000.00	NA	\$220,000.00
Rapids Plumbing and Heating, Inc.	X	1,2,3,4,5	\$3,488,000.00	NA	\$288,369.00
CATEGORY 31 - HVAC					
Thelen Heating & Roofing, Inc.	X	1,2,3,4,5	\$3,368,000.00	\$50,000.00	\$318,000.00
Weidner Plumbing & Heating Company	X	1,2,3,4,5	\$3,463,000.00	\$50,000.00	NA
CATEGORY 32 - CONTROLS					
Gartner Refrigeration Company	X	1,2,3,4,5	\$674,300.00	\$11,200.00	NA
Johnson Controls, Inc.	X	1,2,3,4,5	\$683,420.00	NA	NA
UHL Company, Inc.	X	1,2,3,4,5	\$772,150.00	\$1,500.00	NA
Honeywell Building Technologies	X	1,2,3,4,5	\$939,039.17	\$17,600.00	NA

ITASCA COUNTY GOVERNMENT CENTER, JAIL AND COURTS ADDITION AND REMODEL

- BID PACK #2 - BID TAB

OCTOBER 27, 2021 2:00 pm

CATEGORY 33 - TESTING/ADJUSTING & BALANCING					
Marcus Global, Inc. dba SMB of Minnesota	X	1,2,3,4,5	\$84,600.00	\$5,300.00	NA
Test & Balance Associates, Inc.	X	1,2,3,4,5	\$99,845.00	\$0.00	NA
Design Control, Inc.	X	1,2,3,4,5	\$100,600.00	\$4,200.00	\$175.00
McFarlane, Inc.	X	1,2,3,4,5	\$106,000.00	\$8,000.00	NA
Premier Test & Balance, Inc.	X	1,2,3,4,5	\$115,000.00	\$0.00	\$0.00
CATEGORY 34 - ELECTRICAL					
Parsons Electric - Town and Country	X	1,2,3,4,5	\$7,034,300.00	\$242,115.00	NA
Hanson Electric of Bemidji, Inc.	X	1,2,3,4,5	\$9,250,000.00	\$329,000.00	NA
CATEGORY 35 - COMMUNICATIONS					
All State Communications, Inc.	X	1,2,3,4,5	\$707,028.00	\$43,835.00	NA
CATEGORY 36 - COURTROOM TECHNOLOGY					
Video Services, Inc.	X	1,2,3,4,5	\$242,600.00	\$207,100.00	NA
Hunt Electric Corp	X	1,2,3,4,5	\$318,000.00	\$288,350.00	NA
Advanced Systems LLC	X	1,2,3,4,5	\$503,020.00	NA	NA
Tierney Brothers LLC	X	1,2,3,4,5	\$660,464.00	\$0.00	NA
CATEGORY 37 - SECURITY ELECTRONICS					
Accurate Controls, Inc.	X	1,2,3,4,5	\$1,655,400.00	\$98,400.00	NA
Stanley Convergent Security Solutions, Inc.	X	1,2,3,4,5	\$1,664,000.00	\$53,400.00	NA
Cornerstone Detention Products, Inc.	X	1,2,3,4,5	\$2,305,000.00	\$82,950.00	NA
CATEGORY 38 - STEEL SUPPLY - MATERIAL ONLY					
Mid America Steel	X	1,2,3,4,5	\$754,100.00	NA	NA
Construction Systems, Inc.	X	1,2,3,4,5	\$1,289,000.00	NA	NA
CATEGORY 39 - STANDARD DOORS/FRAMES/HARDWARE - MATERIAL ONLY					
Mid Central Door	X	1,2,3,4,5	\$606,183.00	\$53,911.00	NA
CATEGORY 40 - SPECIALTIES - MATERIAL ONLY					
Building Material Supply, Inc.	X	1,2,3,4,5	\$107,664.00	\$2,955.00	NA
CATEGORY- Combined Bids					
Dorholt Tile and Home Center, Inc. - CAT 19 & 20	X	1,2,3,4,5	\$513,834.00	\$62,471.00	NA
JK Mechanical Contractors, Inc. - CAT 29 & 30	X	1,2,3,4,5	\$6,287,050.00	\$42,250.00	NA
Hunt Electric Corp - CAT 34 & 35	X	1,2,3,4,5	\$7,866,350.00	\$336,150.00	NA
Hunt Electric Corp - CAT 34, 35 & 36	X	1,2,3,4,5	\$8,185,000.00	\$654,110.00	NA
Parsons Electric - Town and Country - CAT 34, 35 & 36	X	1,2,3,4,5	\$8,306,200.00	\$572,815.00	NA
Hanson Electric of Bemidji, Inc. - CAT 34 & 35	X	1,2,3,4,5	\$10,030,000.00	\$379,000.00	NA
Cornerstone Detention Products, Inc. - CAT 27 & 37	X	1,2,3,4,5	\$10,051,500.00	\$122,750.00	NA
Shannon's, Inc. - CAT 29, 30 & 31	X	1,2,3,4,5	\$10,500,000.00	\$120,000.00	\$227,000.00
Peterson Sheet Metal - CAT 29, 30 & 31	X	1,2,3,4,5	\$10,717,000.00	\$150,000.00	\$205,000.00



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1870

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Ben DeNucci

AGENDA ITEM:

Open Positions / Posting Process

BOARD ACTION REQUESTED:

Discuss open positions and the posting process.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Change the process/procedure for approving open positions from the current process to a vote of the full Board at any eligible County Board meeting.

RESULT:	FAILED (2 TO 2)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Leo Trunt, Ben DeNucci
NAYS:	Davin Tinquist, Burl Ives
ABSENT:	Terry Snyder