



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 10, 2024

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the Agenda, as presented.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

1. Approve the minutes of for Tuesday, September 3, 2024 County Board Work Session.

V. CONSENT AGENDA

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

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

1. Approve a One Day On-Sale Liquor License for Great Tails Animal Rescue for October 26th, 2024 at Barn in the Woods located at 37037 Baich Rd, Bovey, MN 55709.

2. Approve the donation of 4 laptop computers and docks to Project Care Clinic and 2 laptop computers and docks to Bovey Public Library.
3. Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures.
4. Approve service contract with Aune Fernandez Landscape Architects in the amount of \$68,950 for professional design, bidding, and construction management services and authorize necessary signatures.
5. Approve final payment for Contract 60732 - Bituminous Paving Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

VI. REGULAR AGENDA

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

Farewell to Makenzie Morse, whose last day as Corrections Deputy with the Sheriff's Department was September 2, 2024, after 4 months of service.

Farewell to Ellen Cochran, whose last day as a Public Health Nurse with the Health and Human Services Department was September 3, 2024, after 4+ years of service.

Welcome to new employee, Charles Genther, Corrections Deputy with the Sheriff's Department, which was effective September 3, 2024.

Welcome to new employee, Greg Payne, Custodian, with the Facilities/Administrative Services Department, which was effective September 3, 2024.

Congratulations to Andrew Anttila, who has accepted the Highway Maintenance Supervisor position with the Transportation Department which was effective September 1, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of September 13, 2024, in the amount of \$1,160,382.90.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

4. Joint Powers Agreement with the City of Grand Rapids
Motion To: Approve the Amendment to Joint Powers Agreement with the City of Grand Rapids and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

5. American Rescue Plan (ARP) Request – Nashwauk Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Nashwauk Township for Cloverdale Park Fencing and Little Sweden Road Patch Repair projects.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

6. American Rescue Plan (ARP) Request – Bearville Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Bearville Township for a Bearville Township Hall Rehab project.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

7. Reappointment Performance Review Summary

Chair Johnson provided a summary of the Reappointment Performance Review of County Assessor Amber Peratalo held at the Tuesday, September 3, 2024 County Board Work Session.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives reported on his attendance at a recent Itasca County Township Association (ICTA) meeting.

Commissioner Smith reported on his attendance at a recent Mesabi Metallica Town Hall meeting in Squaw Lake.

Commissioner Venema reported on his attendance at recent city council meetings.

Commissioner Johnson reported on his attendance at recent Short-Term Rental Committee and Budget Work Sessions. Commissioner Johnson also provided comment regarding the public comment period for the Maglron Air Permit, which was recently extended until September 26, 2024 and shared that the County Board will meet in a Budget Work Session on Tuesday, September 24, 2024 beginning at 10 AM in the Boardroom of the Itasca County Courthouse.

RECESS

Chair Johnson recessed the meeting at 2:47 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:09 PM, with all members present, except Snyder absent.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations.

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

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

Others Present: Human Resources Director Janet Borth, DDA Human Resources Consultant Tessia Melvin, and County Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Johnson adjourned the meeting at 3:45 PM.

ATTEST



John Johnson
Chair of the County Board



Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 3, 2024

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.5 (Event Lease Agreement between Minnesota Producers Association and Itasca County) as it was a duplicate, and add Item #5.6 (Contract Services for Nashwauk Trailhead) and approve Agenda as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday, August 27, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Amendment to Joint Powers Agreement with the City of Grand Rapids and authorize necessary signatures.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 09/10/2024 2:30 PM
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2. Approve the donation of 4 laptop computers and docks to Project Care Clinic and 2 laptop computers and docks to Bovey Public Library.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM
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3. Approve final payment for Contract 60732 - Bituminous Paving Projects and authorize the

County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/10/2024 2:30 PM
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4. Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM
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6. Approve service contract with Aune Fernandez Landscape Architects in the amount of \$68,950 for professional design, bidding, and construction management services and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

- Receive Citizen Input
No input given.
- Receive an update from the Itasca County Housing & Redevelopment Authority (HRA). Executive Director, Diane Larson and Board Chair, Pat Casey of Itasca County Housing Redevelopment Authority (HRA) provided information on items completed and also items working on currently.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Consider the American Rescue Plan (ARP) request, in the amount of \$45,000, from the City of Bovey to be used for Phase 2.
Motion To: Approve the American Rescue Plan Request in the amount of \$45,000 from the City of Bovey to be used for Phase 2.

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

4. Discuss changing the amount of wheelage tax the County imposes.
County Engineer, Karin Grandia provided information on Wheelage Tax and options to make changes.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Receive information on a new ATV Trail proposal from Bigfork to Effie presented by the Wilderness Wheelers ATV Club, and schedule a public meeting for September 25, 2024, at Effie City Hall at 6:00 p.m.
Forest Recreation Specialist Sara Thompson and Wilderness Wheeler member, Archie Waas providing information regarding a new ATV Trail proposal from Bigfork to Effie.
Motion To: Schedule a Public Meeting Re: New ATV Proposal: Effie Connection beginning at 6:00 p.m. on September 9, 2024, at Effie City Hall.

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

VII. COMMITTEE REPORTS

Commissioner Ives reported on a meeting with one of his unorganized township and the

possibility of using ARP funds.

Commissioner Smith reported on upcoming Mesabi Metallica meeting for updates on progress.

Commissioner Johnson reported on going to a Probation Advisory Meeting, a Land Use Conference, an Armor Radio Upgrade Grant Committee meeting, an Elite Energy Reception and a Mag Iron Open House.

VIII. ADMINISTRATOR UPDATE

Administrator Skyles reported on work being done on 5th Street so watch for signs when traveling that direction.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding the Commissioner Workshop going well and planning a Legislative Luncheon for November 20, 2024.

X. RECESS

Chair Johnson recessed the meeting at 3:17 PM.

XI. RECONVENE

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

XII. CLOSED SESSIONS

1. Hold a Closed Session per MN Statutes 13D.05, Subd. 3(a), to conduct County Assessor Amber Peratalo's Reappointment Performance Review.

Motion To: Go into a Closed Session per MN Statutes 13D.05, Subd. 3(a) Re: County Assessor Reappointment Performance Review.

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

Others Present: County Administrator Brett Skyles and Administrative Services Assistant Shelley Kebart.

Motion To: Go into Open Session.

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

Motion To: Not reappoint County Assessor, Amber Peratalo at the end of the current term.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
NAYS:	Terry Snyder

XIII. ADJOURN

Chair Johnson adjourned the meeting at 4:02 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-362

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

One Day Liquor License

BOARD ACTION REQUESTED:

Approve a One Day On-Sale Liquor License for Great Tails Animal Rescue for October 26th, 2024 at Barn in the Woods located at 37037 Baich Rd, Bovey, MN 55709.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-351

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:
Donation of Equipment

BOARD ACTION REQUESTED:
Approve the donation of 4 laptop computers and docks to Project Care Clinic and 2 laptop computers and docks to Bovey Public Library.

BACKGROUND:
Donation of surplus equipment that has been decommissioned for County use, and needs to be disposed of. Many non-profit charitable organizations work on very thin budgets. The computers we recycle to places such as PC's for People could be redirected to charitable or educational organizations such as public libraries. This greatly benefits the **local** communities by providing access to resources that actually function properly. Thank you for your consideration.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

09/03/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-357

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2024 North Star Expo Event Lease Agreement

BOARD ACTION REQUESTED:

Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures.

BACKGROUND:

The event contract layout and language used in this event lease agreement was developed with the County Attorney's Office (Re: CRT-4171). Proceeds will be sent to the Itasca County Agricultural Association to be placed in the Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024 TPA Event Lease Agreement

09/03/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

County of Itasca, Minnesota

Event Lease Agreement

This Agreement is made effective this **10th** day of **September 2024**, by and between **Itasca County ("Lessor")**; and **MN Timber Producers Association, ("Lessee")**. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

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

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

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

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

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

5. Term. The term of this Agreement shall commence on **September 12, 2024** and shall end at 12:00 a.m. on **September 16, 2024**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. Lease Agreement Fee. Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **\$ 2,500.00** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**. The lease agreement fee shall be made out to and provided to the **Itasca County Agricultural Association (ICAA)** prior to the event occurring. The contact for ICAA is Lori Huber, (218)-259-3152; lorihuber1985@gmail.com

7. Security Deposit. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **One Thousand Dollars (\$ 1,000.00)** as a security deposit, with \$500.00 as a general security deposit and \$500.00 as a security deposit for the horse arena. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount. The security deposit amount shall be made out to and provided to **Itasca County** (c/o Itasca County Land Commissioner (218)-327-7392; kory.cease@co.itasca.mn.us) prior to the event occurring.

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

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

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

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

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

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

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

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

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

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

10.6 Lessee may terminate this Agreement for good cause, which will be at the

discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessor

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

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

Lessee

MN Timber Producers Association
c/o Ray Higgins
324 West Superior Street Suite 903
Duluth, MN 55802

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws,

statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

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

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

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

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

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

EXECUTION

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

Dated this 10th day of September 2024.

LESSEE: MN Timber Producers Association

LESSOR: County of Itasca

By: _____

By: _____

Title: _____

Title: Itasca County Land Commissioner/
Parks Director

Exhibit A
Special Conditions Supplement
Event Lease Agreement

This document shall be considered the Special Conditions to the Event Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **MN Timber Producers Association**, hereinafter referred to as “Lessee”. Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Event Lease Agreement for the 2024 North Star Timber Expo, occurring on September 12th through 16th, 2024 at the Itasca County Fairgrounds Park.

MN Timber Producers will be putting on the 2024 North Star Expo to display heavy equipment and supplies used in the Logging Industry. They will be having food vendors and vendor displays throughout the grounds.

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

- A. Lessee will be responsible for providing garbage dumpsters and removal after event.
- B. Lessee will be responsible for providing and maintaining additional portable restrooms.
- C. Lessee will be responsible for all Parking Staff as needed.
- D. Licensed/Permitted Activity under Section 13. “Banned Substances” of the Lease Agreement, if applicable (i.e. beer garden, etc.):
 - a. **No Beer Garden will be Provided.**
- E. Lessee is allowed to use the following personal property or fixtures within the leased Premises, if applicable: **Electricity.**
- F. Movement and use of Picnic Tables: **Additional \$500.00 rental fee if requested**
- G. Extension of Term, if applicable: **No extension of Terms will be needed.**
- H. Insurance, if different than that contained in Exhibit B: **N/A**
- I. Sublease/subcontract, if applicable: **All Vendors**
- J. Use of the **Horse Arena** will be allowed provided tarps are laid down under both the machine and any demo area in the arena.: Lessee will be responsible for all cleanup of the arena. **Additional \$500.00 security deposit has been added to the contract.**
- K. Lessor and Lessee will jointly inspect the Horse Arena for debris and cleanup before releasing the security deposit.
- L. All visitor parking will be confined to the west parking lot, the Midway, and the grass area north and west of the Mesabi Trail entrance. Use west entrance gate.
- M. Mobile Food booths will be limited to **10** mobile food booths.

Exhibit B

Indemnification and Insurance

Event Lease Agreement

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

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

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

- c. Workers' Compensation and Employer's Liability:
- If the LESSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws.
- | | |
|--|---------------------|
| | Statutory
Limits |
|--|---------------------|

- 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 coverage is an acceptable method to provide the required aggregate insurance amounts.

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

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

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

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

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-364

DEPARTMENT: Land Department

TIME REQUESTED: 10 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Contract Services for Nashwauk Trailhead

BOARD ACTION REQUESTED:

Approve service contract with Aune Fernandez Landscape Architects in the amount of \$68,950 for professional design, bidding, and construction management services and authorize necessary signatures.

BACKGROUND:

Planning for this project since 2021 has included ARDC, City of Nashwauk, mineral stakeholders, MNDNR Land and Minerals, IRRR, GRIMBA, CEDA, and Itasca County, who have worked with Aune Fernandez Landscape Architects and Kay-Linn Enterprises to identify potential outcomes, develop cost estimates, and conceptual designs. The location of the trailhead would provide connections to existing ATV trails, snowmobile trails, the Mesabi Trail, LaRue Pit, disk golf course, community garden, and the future mountain biking trail development. Trailhead amenities roughly outlined to include 24 trailer parking stalls, 30 standard parking stalls, monument sign, picnic shelter, kiosk and bike racks, ATV/bike wash station, double vault toilet & water hydrant, gravel trail, and stormwater management.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. NASHWAUK-TH-PROJ-PROPOSAL

09/03/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder



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

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

Overview

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

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

The scope is proposed as follows:

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

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

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

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

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

ASSUMPTIONS

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

FEE PROPOSAL

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

Current Suggest Services

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

Potential Future Services

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

All SERVICES TOTAL FEE

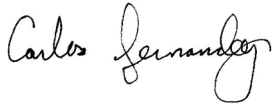
\$68,950.00

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

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

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

Sincerely,

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

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

ATTACHMENT: A

400' SERVICE RADIUS

TO ATV TRAILS

LARUE PIT RD

ATV/BIKE WASH STATION
STORMWATER BASIN
RESTROOM/SHOWER
FACILITY

(12) RV/TENT SITES

(27) TRAILER
PARKING STALLS

(50) BACK-IN
PARKING STALLS

KIOSK & BIKE PARKING

ATV PARKING
PICNIC SHELTER

ATV TRAIL ACCESS

TRAIL SIGN

PICNIC SHELTER

PUMP TRACK

(4) GROUP RV/TENT
CAMPING SITES

AT GRADE TRAIL
CROSSING

MONUMENT SIGN

CENTRAL AVENUE

TO ATV TRAILS

TO MOUNTAIN BIKE TRAILS

MESABI TRAIL



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-350

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Final Payment for Contract 60732 - Bituminous Paving Projects

BOARD ACTION REQUESTED:

Approve final payment for Contract 60732 - Bituminous Paving Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:

Ulland Brothers has completed the contract and it is recommended that final payment be processed. Contract 60732 included bituminous projects on CSAH 7 and CSAH 78 in Bigfork.

Bid Amount: \$3,452,659.00
Final Amount: \$3,567,078.63

Factors contributing to the final contract amount include bituminous density incentives earned by the contractor as well as the decision by the transportation department to add additional work to the project to take advantage of bid prices and available federal funding.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. FINAL RBA DOCUMENTS

09/03/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

Project No.: SP 031-607-032, SAP 031-607-033
& SAP 031-678-006

County of Itasca

Contract No.: 60732

The County Board of Itasca County hereby recognizes that the work done by Ulland Brothers, Inc. of Cloquet, MN, under contract with Itasca County, made and entered into on July 25, 2023, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

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

Dated: _____, 2024

Signed: _____
Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SP 031-607-032, SAP 031-607-033 & SAP 031-678-006

Name of Contractor: Ulland Brothers, Inc

Contract No.: 60732

Total Value of Work: \$3,567,078.63

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

Date

Karin
Grandia

Digitally signed by
Karin Grandia
Date: 2024.08.22
16:17:36 -05'00'

County Highway Engineer
Karin Grandia

*** CERTIFICATE of FINAL ACCEPTANCE ***

CONTRACT NUMBER 60732 CONTRACTOR Ulland Brothers, Inc
DATE CERTIFIED _____
PAYMENT NUMBER 6

THE UNDERSIGNED CONTRACTOR DOES HEREBY CERTIFY THAT HE HAS PERFORMED AND COMPLETED ALL THE WORK DESCRIBED HEREIN IN ACCORDANCE WITH AND PURSUANT TO THE TERMS OF HIS CONTRACT, AND DOES HEREBY ACCEPT THIS FINAL VOUCHER AS BEING CORRECT, FULL AND COMPLETE AND DOES MAKE CLAIM FOR FINAL PAYMENT ON THIS CONTRACT IN ACCORDANCE WITH THE FINAL VOUCHER.

CONTRACTOR:

STATE OF MINNESOTA
COUNTY OF ITASCA

BY Ulland Brothers, Inc.
AND Ryan Swanson, V.P.
AND Tiffany Sathre, CFO

**** INDIVIDUAL ACKNOWLEDGMENT ****

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY
APPEARED _____ TO ME KNOWN TO BE THE PERSON WHO
EXECUTED THE FOREGOING ACCEPTANCE AND ACKNOWLEDGED THAT HE EXECUTED THE
SAME AS (HIS / THEIR) FREE ACT AND DEED.

**** CORPORATE ACKNOWLEDGMENT ****

Ryan Swanson AND Tiffany Sathre, TO ME PERSONALLY
KNOWN, WHO, BEING EACH BY ME PERSONALLY SWORN, EACH DID SAY THAT THEY ARE
RESPECTIVELY THE Vice President AND
CFO OF THE Ulland Brothers, Inc.

CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO
SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID
INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY

OF ITS President, Jeff Carlson, AND SAID Ryan Swanson AND
Tiffany Sathre ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT
AND DEED OF SAID CORPORATION.

NOTARIAL MY COMMISSION AS NOTARY PUBLIC IN ITASCA COUNTY
SEAL EXPIRES 1-31, 20 25



Darla A Berge
SIGNATURE

Contract Number: 607032
Pay Request Number: 6

Project Number	Project Description
SAP 031-607-032	CSAH 7 Bituminous Rehabilitation - Bigfork to CSAH 75
SAP 031-607-033	CSAH 7 Bigfork - Hwy 38 to Scenic Estates
SAP 031-678-006	CSAH 78 BITUMINOUS REHABILITATION AND AGGREGATE SHOULDERING

Contractor: Ulland Brothers, Inc. PO Box 340 Cloquet, MN 55720	Vendor Number: 000101209 Up To Date: 07/10/2024
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Contract Amount

Original Contract	\$3,452,659.00
Contract Changes	\$18,662.71
Revised Contract	\$3,471,321.71

Funds Encumbered

Original	\$3,452,659.00
Additional	N/A
Total	\$3,452,659.00

Work Certified To Date

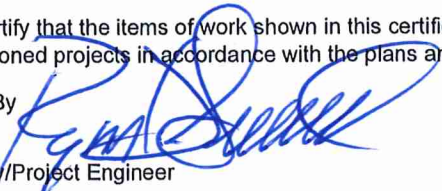
Base Bid Items	\$3,548,415.92
Contract Changes	\$18,662.71
Material On Hand	\$0.00
Total	\$3,567,078.63

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 031-607-032	\$0.00	\$2,761,113.78	\$0.00	\$2,733,502.63	\$27,611.15	\$2,761,113.78
SAP 031-607-033	\$0.00	\$590,523.15	\$0.00	\$584,617.92	\$5,905.23	\$590,523.15
SAP 031-678-006	\$0.00	\$215,441.70	\$0.00	\$213,287.29	\$2,154.41	\$215,441.70

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$3,567,078.63	\$0.00	\$3,531,407.84	\$35,670.79	\$3,567,078.63
Percent: Retained: 0%			Percent Complete: 102.76%		

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

Approved By



County/City/Project Engineer

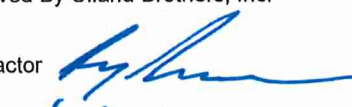
Date



Approved By Ulland Brothers, Inc.

Contractor

Date




Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-09-06	\$441,330.50	\$22,066.53	\$419,263.97
2	2023-09-26	\$607,308.19	\$30,365.40	\$576,942.79
3	2023-10-17	\$2,110,065.38	\$105,503.27	\$2,004,562.11
4	2023-12-05	\$388,492.21	\$19,424.61	\$369,067.60
5	2023-12-31	\$19,882.35	(\$141,689.02)	\$161,571.37
6	2024-07-10	\$0.00	(\$35,670.79)	\$35,670.79

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 031-607-032	1	\$2,761,113.78	\$0.00	\$2,733,502.63	\$27,611.15	\$2,761,113.78
SAP 031-607-033	2	\$590,523.15	\$0.00	\$584,617.92	\$5,905.23	\$590,523.15
SAP 031-678-006	3	\$215,441.70	\$0.00	\$213,287.29	\$2,154.41	\$215,441.70

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Regular (CSAH)	\$5,661.14	\$547,306.37	\$543,920.84	\$566,113.78
1	Federal	\$21,950.01	\$2,189,225.69	\$2,175,683.53	\$2,195,000.00
2	Regular (CSAH)	\$5,905.23	\$517,285.59	\$516,521.61	\$590,523.15
3	Municipal (CSAH < 5000)	\$2,154.41	\$217,504.06	\$216,533.02	\$215,441.70

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
SAP 031-607-032	1	2023-09-06	\$375,250.14	\$18,762.52	\$356,487.62
SAP 031-607-032	2	2023-09-26	\$243,429.29	\$12,171.46	\$231,257.83
SAP 031-607-032	3	2023-10-17	\$1,942,728.74	\$97,136.43	\$1,845,592.31
SAP 031-607-032	4	2023-12-05	\$182,777.92	\$9,138.90	\$173,639.02
SAP 031-607-032	5	2023-12-31	\$16,927.69	(\$109,598.16)	\$126,525.85
SAP 031-607-032	6	2024-07-10	\$0.00	(\$27,611.15)	\$27,611.15
SAP 031-607-033	1	2023-09-06	\$55,427.35	\$2,771.36	\$52,655.99
SAP 031-607-033	2	2023-09-26	\$285,330.32	\$14,266.52	\$271,063.80
SAP 031-607-033	3	2023-10-17	\$137,450.60	\$6,872.53	\$130,578.07
SAP 031-607-033	4	2023-12-05	\$110,331.26	\$5,516.56	\$104,814.70
SAP 031-607-033	5	2023-12-31	\$1,983.62	(\$23,521.74)	\$25,505.36
SAP 031-607-033	6	2024-07-10	\$0.00	(\$5,905.23)	\$5,905.23
SAP 031-678-006	1	2023-09-06	\$10,653.01	\$532.65	\$10,120.36
SAP 031-678-006	2	2023-09-26	\$78,548.58	\$3,927.42	\$74,621.16
SAP 031-678-006	3	2023-10-17	\$29,886.04	\$1,494.31	\$28,391.73
SAP 031-678-006	4	2023-12-05	\$95,383.03	\$4,769.15	\$90,613.88
SAP 031-678-006	5	2023-12-31	\$971.04	(\$8,569.12)	\$9,540.16
SAP 031-678-006	6	2024-07-10	\$0.00	(\$2,154.41)	\$2,154.41

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 031-607-032	SAP 031-607-032	\$2,761,113.78	\$0.00	\$2,733,502.63	\$27,611.15	\$2,761,113.78
SAP 031-607-033	SAP 031-607-033	\$590,523.15	\$0.00	\$584,617.92	\$5,905.23	\$590,523.15
SAP 031-678-006	SAP 031-678-006	\$215,441.70	\$0.00	\$213,287.29	\$2,154.41	\$215,441.70

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
SAP 031-607-032	1	\$5,661.14	\$547,306.37	\$543,920.84	\$566,113.78
SAP 031-607-032	1	\$21,950.01	\$2,189,225.69	\$2,175,683.53	\$2,195,000.00
SAP 031-607-033	2	\$5,905.23	\$517,285.59	\$516,521.61	\$590,523.15
SAP 031-678-006	3	\$2,154.41	\$217,504.06	\$216,533.02	\$215,441.70

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-032	1	2021.501/0010	MOBILIZATION	LS	\$143,399.68	1	0	\$0.00	1	\$143,399.68
SAP 031-607-032	2	2104.502	REMOVE ECCENTRIC LOADER BCT	EACH	\$825.00	4	0	\$0.00	2	\$1,650.00
SAP 031-607-032	3	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.87	720	0	\$0.00	720	\$1,346.40
SAP 031-607-032	4	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.50	18609	0	\$0.00	18386	\$64,351.00
SAP 031-607-032	5	2106.507	EXCAVATION - COMMON (P)	C Y	\$20.00	4793	0	\$0.00	4561	\$91,220.00
SAP 031-607-032	6	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$43.00	2682	0	\$0.00	2015	\$86,645.00
SAP 031-607-032	7	2108.607	GEOFOAM	C Y	\$114.00	1585	0	\$0.00	1145	\$130,530.00
SAP 031-607-032	8	2112.519	SUBGRADE PREPARATION	RDST	\$350.00	41.9	0	\$0.00	41.3	\$14,455.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-032	9	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	\$32.50	3907	0	\$0.00	3322.36	\$107,976.70
SAP 031-607-032	10	2211.509	AGGREGATE BASE CLASS 5	TON	\$20.00	4938	0	\$0.00	5422.2	\$108,444.00
SAP 031-607-032	12	2232.504/00040	MILL BITUMINOUS SURFACE (1.5")	S Y	\$1.38	85691	0	\$0.00	86008	\$118,691.04
SAP 031-607-032	13	2360.509/12200	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$59.50	23992	0	\$0.00	25447.72	\$1,514,139.34
SAP 031-607-032	14	2360.509/32205	TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,B)	TON	\$82.00	2381	0	\$0.00	2772.35	\$227,332.70
SAP 031-607-032	15	2540.602/00150	MAIL BOX SUPPORT	EACH	\$110.00	6	0	\$0.00	7	\$770.00
SAP 031-607-032	16	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	\$100.00	22	0	\$0.00	10	\$1,000.00
SAP 031-607-032	17	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	\$4,600.00	4	0	\$0.00	2	\$9,200.00
SAP 031-607-032	18	2554.603	RAISE GUARDRAIL	L F	\$15.00	1220	0	\$0.00	1137	\$17,055.00
SAP 031-607-032	19	2563.601/00010	TRAFFIC CONTROL	LS	\$6,533.33	1	0	\$0.00	1	\$6,533.33
SAP 031-607-032	20	2573.503/00023	SILT FENCE, TYPE MS	L F	\$3.76	1688	0	\$0.00	4158	\$15,634.08
SAP 031-607-032	21	2575.501/00020	TURF ESTABLISHMENT	LS	\$3,800.00	1	0	\$0.00	1	\$3,800.00
SAP 031-607-032	22	2580.503/00010	INTERIM PAVEMENT MARKING	L F	\$0.30	27847	0	\$0.00	41743	\$12,522.90

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-032	23	2582.503	4" SOLID LINE PAINT	L F	\$0.32	12851	0	\$0.00	14021	\$4,486.72
SAP 031-607-032	24	2582.503/104 204	4" BROKEN LINE PAINT	L F	\$0.32	2313	0	\$0.00	4991	\$1,597.12
SAP 031-607-032	25	2582.503/104 404	4" DOUBLE SOLID LINE PAINT	L F	\$0.64	12683	0	\$0.00	9827	\$6,289.28
SAP 031-607-032	26	2582.503	4" SOLID LINE PAINT GROUND IN (WR)	L F	\$0.80	69456	0	\$0.00	68896	\$55,116.80
SAP 031-607-033	1	2021.501	MOBILIZATION	LS	\$56,111.80	1	0	\$0.00	1	\$56,111.80
SAP 031-607-033	2	2101.501	CLEARING AND GRUBBING	LS	\$8,275.00	1	0	\$0.00	1	\$8,275.00
SAP 031-607-033	3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$1.87	2052	0	\$0.00	2056	\$3,844.72
SAP 031-607-033	4	2104.503	REMOVE CURB AND GUTTER	L F	\$9.00	140	0	\$0.00	174	\$1,566.00
SAP 031-607-033	5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$6.25	796	0	\$0.00	841	\$5,256.25
SAP 031-607-033	6	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	S F	\$6.50	3232	0	\$0.00	3232	\$21,008.00
SAP 031-607-033	7	2106.507	EXCAVATION - COMMON	C Y	\$34.00	453	0	\$0.00	45	\$1,530.00
SAP 031-607-033	8	2106.507	COMMON EMBANKMENT (CV)	C Y	\$21.00	283	0	\$0.00	248	\$5,208.00
SAP 031-607-033	9	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$59.00	150	0	\$0.00	332.58	\$19,622.22
SAP 031-607-033	10	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$2.81	6307	0	\$0.00	6307	\$17,722.67

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-033	11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$80.00	701	0	\$0.00	1187.27	\$94,981.60
SAP 031-607-033	12	2501.502	15" RC PIPE APRON	EACH	\$1,750.00	2	0	\$0.00	2	\$3,500.00
SAP 031-607-033	13	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$980.00	2	0	\$0.00	2	\$1,960.00
SAP 031-607-033	14	2503.503	15" RC PIPE SEWER	L F	\$120.00	83	0	\$0.00	90	\$10,800.00
SAP 031-607-033	15	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$4,000.00	3	0	\$0.00	3	\$12,000.00
SAP 031-607-033	16	2506.502	CASTING ASSEMBLY	EACH	\$1,080.00	3	0	\$0.00	3	\$3,240.00
SAP 031-607-033	17	2521.518	4" CONCRETE WALK	S F	\$10.00	7726	0	\$0.00	7488	\$74,880.00
SAP 031-607-033	18	2521.518	6" CONCRETE WALK	S F	\$12.00	273	0	\$0.00	244	\$2,928.00
SAP 031-607-033	19	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L F	\$40.00	599	0	\$0.00	658	\$26,320.00
SAP 031-607-033	20	2531.503	CONCRETE CURB AND GUTTER DESIGN D418	L F	\$40.00	1144	0	\$0.00	1144	\$45,760.00
SAP 031-607-033	21	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$126.00	38	0	\$0.00	81.5	\$10,269.00
SAP 031-607-033	22	2531.618	TRUNCATED DOMES	S F	\$60.00	48	0	\$0.00	55.7	\$3,342.00
SAP 031-607-033	23	2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	\$7,438.00	4	0	\$0.00	4	\$29,752.00
SAP 031-607-033	24	2545.502	LIGHT FOUNDATION DESIGN E	EACH	\$1,132.00	4	0	\$0.00	4	\$4,528.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-033	25	2545.502	SERVICE CABINET -TYPE B	EACH	\$7,663.00	2	0	\$0.00	2	\$15,326.00
SAP 031-607-033	26	2545.503	2" NON-METALLIC CONDUIT	L F	\$10.00	800	0	\$0.00	964	\$9,640.00
SAP 031-607-033	27	2545.503	UNDERGROUND WIRE 1/C 8 AWG	L F	\$1.32	2400	0	\$0.00	2877	\$3,797.64
SAP 031-607-033	28	2563.601	TRAFFIC CONTROL	LS	\$5,600.00	1	0	\$0.00	1	\$5,600.00
SAP 031-607-033	29	2571.502	DECIDUOUS TREE 2" CAL CONT	EACH	\$1,500.00	10	0	\$0.00	10	\$15,000.00
SAP 031-607-033	30	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$199.00	5	0	\$0.00	9	\$1,791.00
SAP 031-607-033	31	2573.503	SILT FENCE, TYPE MS	L F	\$3.76	1940	0	\$0.00	2898	\$10,896.48
SAP 031-607-033	32	2575.501	TURF ESTABLISHMENT	LS	\$32,577.50	1	0	\$0.00	1.75	\$57,010.63
SAP 031-607-033	33	2582.503	4" DOUBLE SOLID LINE PAINT	L F	\$0.64	1300	0	\$0.00	1394	\$892.16
SAP 031-607-033	34	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	S F	\$37.50	144	0	\$0.00	144	\$5,400.00
SAP 031-678-006	1	2021.501	MOBILIZATION	LS	\$36,986.80	1	0	\$0.00	1	\$36,986.80
SAP 031-678-006	2	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$1.87	50	0	\$0.00	153	\$286.11
SAP 031-678-006	3	2104.503	REMOVE PIPE CULVERTS	L F	\$19.00	72	0	\$0.00	72	\$1,368.00
SAP 031-678-006	4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$4.50	1431	0	\$0.00	1431	\$6,439.50
SAP 031-678-006	5	2106.507	EXCAVATION - SUBGRADE	C Y	\$17.00	483	0	\$0.00	355	\$6,035.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-678-006	6	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$2.00	1130	0	\$0.00	1130	\$2,260.00
SAP 031-678-006	7	2112.519	SUBGRADE PREPARATION	RDST	\$450.00	3.4	0	\$0.00	3.4	\$1,530.00
SAP 031-678-006	8	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$62.00	230	0	\$0.00	142.7	\$8,847.40
SAP 031-678-006	9	2211.509	AGGREGATE BASE CLASS 5	TON	\$20.00	762	0	\$0.00	594.08	\$11,881.60
SAP 031-678-006	10	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$114.00	58	0	\$0.00	115.75	\$13,195.50
SAP 031-678-006	11	2232.504	MILL BITUMINOUS SURFACE (1.75")	S Y	\$2.24	6097	0	\$0.00	6097	\$13,657.28
SAP 031-678-006	12	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$75.00	881	0	\$0.00	904.04	\$67,803.00
SAP 031-678-006	13	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	\$97.00	129	0	\$0.00	143.43	\$13,912.71
SAP 031-678-006	14	2451.507	COARSE AGGREGATE BEDDING (CV)	C Y	\$60.00	40	0	\$0.00	45	\$2,700.00
SAP 031-678-006	15	2501.502	24" GS PIPE APRON	EACH	\$850.00	2	0	\$0.00	2	\$1,700.00
SAP 031-678-006	16	2501.503	24" CP PIPE CULVERT	L F	\$78.00	72	0	\$0.00	72	\$5,616.00
SAP 031-678-006	17	2506.602	ADJUST FRAME AND RING CASTING	EACH	\$775.00	1	0	\$0.00	1	\$775.00
SAP 031-678-006	18	2563.601	TRAFFIC CONTROL	LS	\$1,866.67	1	0	\$0.00	1	\$1,866.67
SAP 031-678-006	19	2573.503	SILT FENCE, TYPE HI	L F	\$4.21	800	0	\$0.00	490	\$2,062.90

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-678-006	20	2575.501	TURF ESTABLISHMENT	LS	\$12,398.39	1	0	\$0.00	1	\$12,398.39
SAP 031-678-006	21	2582.503	4" SOLID LINE PAINT	L F	\$0.32	4942	0	\$0.00	4920	\$1,574.40
SAP 031-678-006	22	2582.503	4" DOUBLE SOLID LINE PAINT	L F	\$0.64	2471	0	\$0.00	2460	\$1,574.40
Base Bid Totals:								\$0.00		\$3,548,415.92

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 031-607-032	P-607-032	\$0.00	\$2,744,186.09
SAP 031-607-033	P-607-033	\$0.00	\$589,759.17
SAP 031-678-006	P-678-006	\$0.00	\$214,470.66

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This request	Quantity To date	Amount To Date
SAP 031-607-032	BK1	27	2360 Bituminous Density Incentive (LS)	\$16,927.69	1	\$16,927.69	ITM	0	\$0.00	1	\$16,927.69
SAP 031-607-033	BK1	35	2360 Bituminous Density Incentive (LS)	\$763.98	1	\$763.98	ITM	0	\$0.00	1	\$763.98
SAP 031-678-006	BK1	23	2360 Bituminous Density Incentive (LS)	\$971.04	1	\$971.04	ITM	0	\$0.00	1	\$971.04
Contract Change Totals:									\$0.00		\$18,662.71

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Bituminous Density Incentive	10/23/2023	\$16,927.69
1	Bituminous Density Incentive	10/23/2023	\$763.98
1	Bituminous Density Incentive	10/23/2023	\$971.04

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$3,567,078.63
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-99

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3561

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

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.

Farewell to Makenzie Morse, whose last day as Corrections Deputy with the Sheriff's Department was September 2, 2024, after 4 months of service.

Farewell to Ellen Cochran, whose last day as a Public Health Nurse with the Health and Human Services Department was September 3, 2024, after 4+ years of service.

Welcome to new employee, Charles Genther, Corrections Deputy with the Sheriff's Department, which was effective September 3, 2024.

Welcome to new employee, Greg Payne, Custodian, with the Facilities/Administrative Services Department, which was effective September 3, 2024.

Congratulations to Andrew Anttila, who has accepted the Highway Maintenance Supervisor position with the Transportation Department which was effective September 1, 2024.

BACKGROUND:

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, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-124

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of September 13, 2024, in the amount of \$1,160,382.90.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-355

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Joint Powers Agreement with the City of Grand Rapids

BOARD ACTION REQUESTED:

Approve the Amendment to Joint Powers Agreement with the City of Grand Rapids and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Documentation
2. Itasca Amendment

09/03/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 09/10/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

Rutgers

JOINT POWERS AGREEMENT

Letgus 7/24

THIS JOINT POWERS AGREEMENT, made pursuant to Minn. Stat. Sec. 471.59 between City of Grand Rapids, a political subdivision of the State of Minnesota, hereinafter referred to as "Grand Rapids", on behalf of the office of Grand Rapids City Clerk, hereinafter referred to as "Tax Administrator", and Itasca County, hereinafter referred to as "Municipality".

RECITALS

WHEREAS, Grand Rapids and Municipality have each adopted an ordinance/resolution pursuant to Minn. Stat. Sec. 477A.018, et. seq. imposing a lodging tax; and

WHEREAS, said ordinance/resolution each imposes the same duties on a Tax Administrator; and

WHEREAS, Municipality wishes to enter into a contract for the purpose of procuring Tax Administrator services from Grand Rapids through the offices of the Grand Rapids City Clerk;

NOW, THEREFORE, Grand Rapids and Municipality, for good and valuable consideration, mutually agree as follows:

1. TAX ADMINISTRATOR SERVICES:

a) Grand Rapids, through the office of the Grand Rapids City Clerk, shall perform the duties of Tax Administrator under Municipality's aforesaid lodging tax ordinance/resolution for the term of this Agreement.

b) Municipality agrees to hold harmless, indemnify and defend Grand Rapids, its officers, employees and agents and the Grand Rapids City Clerk acting as Tax Administrator from any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder.

c) Tax Administrator's only obligation to Municipality is to exercise a good faith effort to provide the services of Tax Administrator under Municipality's ordinance/resolution. Tax Administrator shall have exclusive discretion to determine whether to undertake investigation or enforcement activities, beyond routine collection of tax payments. Provided, however, Municipality may undertake investigation or enforcement activities at its option and sole expense.

2. FEE FOR SERVICES:

As Payment for Tax Administrator services, Grand Rapids shall retain five percent (5%) of each tax collection payment received pursuant to Municipality's lodging tax ordinance.

3. DISPOSITION OF TAX COLLECTION PROCEEDS:

Tax Administrator shall pay the lodging tax collection proceeds to the Grand Rapids Area Visitors and Convention Bureau with such frequency as Tax Administrator deems appropriate, but not less frequently than monthly. Said payments are intended to be used by Grand Rapids Visitors and Convention Bureau solely in accordance with Minn. Stat. Sec. 477A.018, subd. 3.

4. ACCOUNTING:

Tax Administrator shall account to Municipality not less frequently than annually. Said accounting shall reflect total tax collections, total payments to Grand Rapids Area Visitors and Convention Bureau, total fees for services, and such additional information as Tax Administrator deems appropriate.

5. ORDINANCE AMENDMENTS:

Municipality shall not amend its lodging tax ordinance except upon at least sixty (60) days advance notice to Tax Administrator of any proposed amendment.

6. TERM, CANCELLATION:

a) This Agreement shall be in effect from the 1st day of December, 1986, and for one calendar year thereafter and shall automatically renew itself from year to year thereafter unless earlier cancelled in accordance with Paragraph 6(b) hereof.

b) Cancellation: This Agreement may be cancelled by either party hereto upon thirty (30) days advance written notice by one party to the other.

Dated this 4th day of December, 1986.

MUNICIPALITY

Robert Oschear
Chairperson

Robert L. Olson
Clerk to the County Board

CITY OF GRAND RAPIDS

John J. ...
Mayor

William A. ...
City Clerk

Certified Copy of Resolution of County Board of Itasca County, Minnesota,

Adopted

November 10,

1986

Commissioner Carpenter

moved the adoption of the following resolution:

Resolution No. 11-86-1

RE: LODGING TAX

WHEREAS, Minnesota Statutes, Section 477A.018, Subdivision 4, permits the County Board, acting as a town board, to impose a lodging tax with respect to an unorganized territory; and

WHEREAS, in compliance with Minnesota Statutes 477A.018, Subdivision 5, the County Board held a public hearing on November 10 1986 at 10:00 A.M. in the Itasca County Boardroom to take public input on the proposed 3% lodging tax for the unorganized territory, township 54, range 26;

NOW THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners supports the 3% lodging tax for the unorganized territory, township 54, range 26 effective December 1, 1986 or as soon as the collecting agent is able to commence with the tax collection.

Commissioner Jokinen

seconded the motion for the adoption of the resolution and

it was declared adopted upon the following vote: Ayes: 5 Nays: 0

STATE OF MINNESOTA,
County of Itasca } ss.
Office of County Administrator
Robert A. Olson, Coordinator

I, LLOYD E. NESSETH, 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 10th day of November, A.D. 1986, 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 10th day of November, A.D. 1986.

Robert A. Olson
County Administrator
Coordinator
By _____ Deputy

Certified Copy of Resolution of County Board of Itasca County, Minnesota,

Adopted

November 10,

1986

Commissioner Yunala **moved the adoption of the following resolution:**

Resolution No. 11-86-2

RE: JOINT POWERS AGREEMENT - LODGING TAX

WHEREAS, Minnesota Statutes, Section 477A.018, Subdivision 4, permits the County Board, acting as a town board, to impose a lodging tax with respect to an unorganized territory; and

WHEREAS, in compliance with Minnesota Statutes 477A.018, Subdivision 5, the County Board held a public hearing on November 10, 1986 at 10:00 A.M. in the Itasca County Boardroom to take public input on the proposed 3% lodging tax for the unorganized territory, township 54, range 26; and

WHEREAS, The Itasca County Board of Commissioners supports the 3% lodging tax for the unorganized territory, township 54, range 26 effective December 1, 1986 or as soon as the collecting agent is able to commence with the tax collection,

NOW THEREFORE BE IT RESOLVED that the Itasca County Board exercises its authority to enter into a joint powers agreement pursuant to M.S. 471.59 with the city of Grand Rapids for the purpose of imposing the tax and disposing of its proceeds in accordance to County Board direction.

Commissioner LaPlante **seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote: Ayes: 5 Nays: 0**

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

I, LLOYD E. NESSETH, 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 10th day of November, A.D. 1986, 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 10th day of November, A.D. 1986

County Administrator
Coordinator

By _____ **Deputy**

AMENDMENT

LODGING TAX
JOINT POWERS AGREEMENT

7. FAILURE TO FILE A RETURN:

- a) If any operator required by this chapter to file a return shall fail to do so within the time prescribed, or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within five days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such persons shall fail to file such return or corrected return, the tax administrator shall make a return or corrected return, for such person from such knowledge and information as the tax administrator can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid upon within five days of the receipt of written notice and demand for such payment. Any such return or assessment made by the tax administrator shall be prima facie correct and valid, and such person shall have the burden of establishing its incorrectness or invalidity in any action or proceedings in respect thereto.
- b) If any portion of a tax imposed by this chapter, including penalties thereon, is not paid within 30 days after it is required to be paid, the Prosecuting Attorney for the municipality may institute such legal action as may be necessary to recover the amount due plus interest, penalties, the costs and disbursements of any action.
- c) Upon a showing a good cause, the tax administrator may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this chapter provided that interest during such period of extension shall be added to the taxes due at the rate of ten percent (10%) per annum.

8. PENALTIES.

- a) If any tax imposed by this chapter is not paid within the time herein specified for the payment, or any extension thereof, there shall be added thereto a specific penalty equal to ten percent (10) of the amount remaining unpaid.
- b) In case of any failure to make and file a return within the time prescribed by this chapter, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition to the ten percent (10%) specific penalty provided in subd. a) above, ten percent (10%) if the failure is for not more than 30 days with an additional five percent (5%) for each additional 30 days or fraction thereof during which such failure continues not exceeding twenty-five percent (25%) in the aggregate. If the penalty as computed does not exceed \$10, a minimum penalty of \$10 shall be assessed. The amount so added to any tax shall be collected at the same time and the same manner and as a part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.
- c) If any person willfully fails to file any return or make any payment required by this chapter, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such a tax of payment thereof, there shall also be imposed as a penalty an amount equal to 50 percent (50%) of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this subdivision shall be collected as part of the tax and shall be in addition to any other penalties provided by this chapter.
- d) All payments received shall be credited first to penalties, next to interest, and then to the tax due.
- e) The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the maximum rate per annum as prescribed by Minnesota Statute 270.75 from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof.

Amendment - Lodging Tax Joint Powers Agreement
Page 2

MUNICIPALITY

Bob Williams
Chairperson Date

Robert L. Olson
Clerk/County Board Date

CITY OF GRAND RAPIDS

Paul J. [Signature] 7/14/98
Mayor Date

Karen D. [Signature] 7/14/98
City Clerk Date

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted June 9, 1998

Commissioner Ives moved the adoption of the following resolution:

Resolution No. 06-98-01

RE: Ratification of Lodging Tax Ordinance and
Amendment to Lodging Tax Joint Powers Agreement

WHEREAS, after holding a public hearing, the Itasca County Board of Commissioners supported a 3% Lodging Tax for Unorganized Territory Township 54, Range 26, effective December 1, 1986; and

WHEREAS, the Itasca County Board of Commissioners has a Lodging Tax Joint Powers Agreement with the City of Grand Rapids for the purpose of imposing the tax and disposing of its proceeds in accordance to County Board direction; and,

WHEREAS, in compliance with Minnesota Statutes 469.190 LOCAL LODGING TAX Subd. 5., the County Board held a public hearing on June 9, 1998, at 3:05 p.m. in the Itasca County Boardroom to take public input on the ratification of the Itasca County Lodging Tax Ordinance and the amendment to the Lodging Tax Joint Powers Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Itasca County Board of Commissioners hereby ratifies the Itasca County Lodging Tax Ordinance and amends the Lodging Tax Joint Powers Agreement between the City of Grand Rapids and the County of Itasca to include additional enforcement language.

Commissioner Saxhaug seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas 5 Nays 0
Other N/A

District #1	<u>Y</u>	District #2	<u>Y</u>
District #3	<u>Y</u>	District #4	<u>Y</u>
District #5	<u>Y</u>		

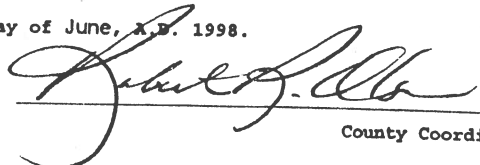
STATE OF MINNESOTA

Office of County Coordinator. ss.

County of Itasca

I, ROBERT R. OLSON, Coordinator of 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 June, A.D. 1998, 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 June, A.D. 1998.


County Coordinator

By _____ Deputy

AMENDMENT
ITASCA COUNTY
LODGING TAX ORDINANCE

FAILURE TO FILE A RETURN:

- a) If any operator required by this chapter to file a return shall fail to do so within the time prescribed, or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within five days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such persons shall fail to file such return or corrected return, the tax administrator shall make a return or corrected return, for such person from such knowledge and information as the tax administrator can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid upon within five days of the receipt of written notice and demand for such payment. Any such return or assessment made by the tax administrator shall be prima facie correct and valid, and such person shall have the burden of establishing its incorrectness or invalidity in any action or proceedings in respect thereto.
- b) If any portion of a tax imposed by this chapter, including penalties thereon, is not paid within 30 days after it is required to be paid, the Prosecuting Attorney for the municipality may institute such legal action as may be necessary to recover the amount due plus interest, penalties, the costs and disbursements of any action.
- c) Upon a showing a good cause, the tax administrator may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this chapter provided that interest during such period of extension shall be added to the taxes due at the rate of ten percent (10%) per annum.

PENALTIES.

- a) If any tax imposed by this chapter is not paid within the time herein specified for the payment, or any extension thereof, there shall be added thereto a specific penalty equal to ten percent (10) of the amount remaining unpaid.
- b) In case of any failure to make and file a return within the time prescribed by this chapter, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition to the ten percent (10%) specific penalty provided in subd. a) above, ten percent (10%) if the failure is for not more than 30 days with an additional five percent (5%) for each additional 30 days or fraction thereof during which such failure continues not exceeding twenty-five percent (25%) in the aggregate. If the penalty as computed does not exceed \$10, a minimum penalty of \$10 shall be assessed. The amount so added to any tax shall be collected at the same time and the same manner and as a part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.
- c) If any person willfully fails to file any return or make any payment required by this chapter, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such a tax of payment thereof, there shall also be imposed as a penalty an amount equal to 50 percent (50%) of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this subdivision shall be collected as part of the tax and shall be in addition to any other penalties provided by this chapter.
- d) All payments received shall be credited first to penalties, next to interest, and then to the tax due.
- e) The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the maximum rate per annum as prescribed by Minnesota Statute 270.75 from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof.

PENALTIES.

- a) If any tax imposed by this chapter is not paid within the time herein specified for the payment, or any extension thereof, there shall be added thereto a specific penalty equal to ten percent (10) of the amount remaining unpaid.
- b) In case of any failure to make and file a return within the time prescribed by this chapter, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition to the ten percent (10%) specific penalty provided in subd. a) above, ten percent (10%) if the failure is for not more than 30 days with an additional five percent (5%) for each additional 30 days or fraction thereof during which such failure continues not exceeding twenty-five percent (25%) in the aggregate. If the penalty as computed does not exceed \$10, a minimum penalty of \$10 shall be assessed. The amount so added to any tax shall be collected at the same time and the same manner and as a part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.
- c) If any person willfully fails to file any return or make any payment required by this chapter, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such a tax of payment thereof, there shall also be imposed as a penalty an amount equal to 50 percent (50%) of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this subdivision shall be collected as part of the tax and shall be in addition to any other penalties provided by this chapter.
- d) All payments received shall be credited first to penalties, next to interest, and then to the tax due.
- e) The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the maximum rate per annum as prescribed by Minnesota Statute 270.75 from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof.

**AMENDMENT
TO
JOINT POWERS AGREEMENT (JPA)**

This Amendment to the JPA between the City of Grand Rapids (“City”) and Itasca County (“County”), is related to the collection of lodging tax in accordance with Minnesota Statutes, section 469.190.

WHEREAS, The City is currently administering the lodging tax for the County; and

WHEREAS, The City will be transferring the tax administration to the MN Department of Revenue as early as October 1, 2024;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. The City may enter into an agreement with the Commissioner of Revenue regarding each party’s respective roles and responsibilities related to the imposition, administration, collection, enforcement and termination of the lodging tax in the county, township or city.

IN WITNESS WHEREOF the parties have signed this Amendment to the JPA as of the date set forth below.

City of Grand Rapids:

By: _____

Name: Tasha Connelly, Mayor

By: _____

Name: Kim Gibeau, City Clerk

Itasca County:

By: _____

Name: John Johnson, Board Chair

By: _____

Name: Brett Skyles, County Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-367

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Casey Venema

AGENDA ITEM:

American Rescue Plan (ARP) Request - Nashwauk Township

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$10,000, from Nashwauk Township for Cloverdale Park Fencing and Little Sweden Road Patch Repair projects.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Nashwauk Twp

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Casey Venema](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Friday, August 16, 2024 2:09:19 PM

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.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Nashwauk Township
Name of Contact:	Karen Calaguire
Address:	PO Box 42
City:	Nashwauk
State:	MN
Zip Code:	55769
Phone Number:	218-885-0084
E-mail Address:	nashwauktp@hotmail.com
Commissioner District:	District 5 - Casey Venema
Project Name:	Cloverdale Park Fencing/Little Sweden Road Patch Repair
Amount Requested:	10,000.00
Project Budget & Summary of Project:	Replace outdated and deteriorating fence at the Cloverdale Park Area. -\$6,600.00 Fencing has been completed. Tar patch bad spots on the Little Sweden Road. -\$3,400.00 Patching will greatly exceed this balance. Initial patching has been done.
Additional Information:	scan0018.pdf

Email not displaying correctly? [View it in your browser.](#)

Iron Oakes Fence LLC
4295 Davis Road
Grand Rapids, MN 55744

Invoice

Invoice #: 00000757
Date: 8/5/2024
Ship Via:
Page: 1

Bill To:

Ship To:

Nashwauk Twp
16470 County Road 8
Nashwauk, MN 55769

Nashwauk Twp
16470 County Road 8
Nashwauk, MN 55769

Description

Amount Tx

Installation per estimate

\$6,600.00

All credit card payments will have a 4% surcharge

Your Order #:

Shipping Date:

Terms: Net 10

Freight: \$0.00

Sales Tax: \$0.00

Total Amount: \$6,600.00

Amount Applied: \$0.00

Balance Due: \$6,600.00

Iron Oakes Fencing

29208 Eden Loop Road 218-247-7219 Phone
Bovey, MN 55709 218-259-8490 Mobile

Nashwauk Township

ATT Bob Peterson
16470 County Road 8
Nashwauk, MN 55769

Phone 885-2258

nashwauitwpshop@gmail.com

Install approximately 322 lineal feet of 4' high or 6' high chain link fence

JOB ESTIMATE

Date: 07-May-24

Date of original estimate:

ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

Materials and Installation - 6' high system:

Line posts 2" OD x 9' x SS20 galvanized steel; Terminal posts 2 1/2" OD x 10' x SS20 galv steel; Top and brace rail 1 5/8" OD x SS20 galv steel; Fabric 2" x 6' x 9 ga x KK galvanized chain link.

Gates: none. There will be a 3' opening as shown in the sketch below, but there will be no gate. The opening is to create a "pass-thru" to enter the playground

Line posts driven 36", 10' 0" or less on center; Terminal posts driven 48"

All materials and labor - 6' high system:

6,600.00

Option - 4' high system. Same specifications as the above, except line posts will be 7' long, and the terminal posts will be 8' long.

All materials and labor - 4' high system: \$5,429.00

Note: The 6' high system will include braces and trusses for the terminal posts, except the 8' section, which will have a mid rail but no truss rod.

8' 250' 6'

Bob: Thank you for contacting us; hopefully one of the above options is acceptable

TOTAL ESTIMATED JOB COST

\$6,600.00

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. We will contact Gopher One Call to locate underground utilities; the customer is responsible for locating any private utility lines such as LP gas, wiring to garage from house, etc.

Payment Requirements: One half down, balance upon completion. Once signed, this estimate becomes a contract.

Ed Johnson
(Iron Oakes Representative)

5-7-2024
(Date)

(Customer Signature)

(Date)

(Customer Signature)

(Date)

TICKET: 005144-1

S.B.S. INC.
11656 Town Line Road
Hibbing, MN. 55746

CUSTOMER: NASHWAUK
Township of Nashwauk

Loaded By: Derik
TRUCK: 3
FUP:

MAX GROSS: 23.50
MAX CPOSS: 0.00

JOB: 15
Township of Nashwauk

	GROSS	NET	MC
Tons:	19.96	14.00	5.96

Mt: EPWEE340B
Loads: 1

NET Tons: 5.96
JTD Tons: 12.23

NET Tonnes: 5.40
JTD Tonnes: 11.00

*MANUAL TARE

*Denotes the incoming weight
Signature: *Bob T...*

08/14/2011



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-368

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Casey Venema

AGENDA ITEM:

American Rescue Plan (ARP) Request - Bearville Township

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$20,000, from Bearville Township for a Bearville Township Hall Rehab project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Bearville Twp

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Casey Venema](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Tuesday, July 30, 2024 3:16:05 PM

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.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Bearville Township
Name of Contact:	Janelle Driscoll
Address:	13971 County Rd 22
City:	Cook
State:	MN
Zip Code:	55723
Phone Number:	3079966541
E-mail Address:	jdriscoll@bearvilletownship.onmicrosoft.com
Commissioner District:	District 5 - Casey Venema
Project Name:	Bearville Township Rehab
Amount Requested:	\$20000
Project Budget & Summary of Project:	Bearville is updating the kitchen area and trying to make the town hall more of a community center. The kitchen is in need of a total overhaul - all counters, appliances, plumbing and electrical updates/upgrades/rewiring/propane, etc. Some of the items have been purchased, project is on hold awaiting plumbing and electrical professionals to do required work. Once we are able to secure the professional electrical and plumbing we will need to install cabinets, countertops and appliances. Bearville Township Residents authorized up to \$18,000. We have acquired estimates for electrical for \$5600 and plumbing for \$5500. In addition to the kitchen, there are upgrades that can be made to Bearville Entry area and ADA ramp, along with safety for playground equipment in the front of the township.

[Reliable Plumbing Est 2024.pdf](#)

Additional Information:

Email not displaying correctly? [View it in your browser.](#)

RELIABLE
PLUMBING LLC
SIDE LAKE, MN
JIM KUENDLE 763-443-7411



Estimate

DATE	ESTIMATE #
6/26/2024	108

P.O. Box 443
Side Lake, MN 55781

BILL TO	WORK ADDRESS
Gene Baker Bearville Town Hall Bearville, MN	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Plumbing Labor	Kitchen Remodel plumbing/gas work	32	125.00	4,000.00
Material	40 Gallon Rheem Electric Water heater with electronic anode rod, CSST gas line, Fridge water box with line, R.O. System, drainage, water, & gas valves, fittings, & supplies			1,804.00
Material	Optional Electronic Anode Rod			110.50
Total				5,914.50
Balance Due				5,914.50

Estimate only - actual time and material will be invoiced. 50% down to schedule, balance due upon completion.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-366

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Reappointment Performance Review Summary

BOARD ACTION REQUESTED:

Provide summary of the Reappointment Performance Review of County Assessor Amber Peratalo.

BACKGROUND:

Reappointment Performance Review occurred at the 9/3/2024 County Board Work Session.

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, September 10, 2024

REQUEST FOR BOARD ACTION: RBA-2024-365

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Chair

AGENDA ITEM:

Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:

13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.

Subdivision 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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