



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 24, 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	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
	District #4	Vacant	
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 Cory Smith
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Cory Smith
SECONDER: Commissioner Terry Snyder
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Approve the minutes of the Tuesday, September 17, 2024 County Board Work Session.

V. CONSENT AGENDA

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

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Approve the FAA Grant Agreement for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-27-0037-030-2024 at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

2. Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge construction inspection services for two bridge replacements on CSAH 70 over Trout Creek and Swan River and authorize the County Engineer to execute the contract documents.
3. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for bridge replacements on CSAH 71, over the Swan River and CR 533 over Deer River, and authorize the County Engineer to execute the contract documents.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees

The following employees were recognized:

Congratulations to Denise Cleveland, who has accepted the Human Services Support Specialist position with the HHS Department which was effective September 15, 2024.

Welcome to new employee, BillieJo Sampson, Assessor/Appraiser 1 with the Assessor Department, which was effective September 16, 2024.

Welcome to new employee, Julie Christensen, Eligibility Specialist with the Health and Human Services Department, which was effective September 16, 2024.

Welcome to new employee, Joan Wass, Custodian with the Administrative Services Department, which was effective September 16, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of September 27, 2024, in the amount of \$2,187,250.85.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for September 2024, in the amount of \$1,627,428.70.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

5. County Based Purchasing (IMCare) Division Update/Presentation
Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update/Presentation, including information regarding the IMCare 2024 Q1 and Q2 Compliance Program Reports.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Commissioner Appointments

It was the consensus of the County Board to appoint Commissioner Smith to the Finance Committee, Commissioner Venema to the Grand Rapids/Itasca County Cooperating Committee, Commissioner Johnson to the Intergovernmental Affairs Committee, and Commissioner Snyder to the NE MN Office of Job Training for the remainder of Commissioner Ives' appointed terms.

7. 2025 Proposed Levy

Motion To: Adopt the proposed tax levy for 2025 as \$43,557,747, a 2.98% increase over 2024; adopt the proposed unorganized fire levy as 4.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 10% of net tax capacity; and schedule a public meeting on Tuesday, December 10, 2024 at 6:00 PM in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

VII. COMMISSIONER COMMENTS

RECESS

Chair Johnson recessed the meeting at 2:51 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:01 PM, with all members present except District #4 vacant.

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 Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

Others Present: County Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

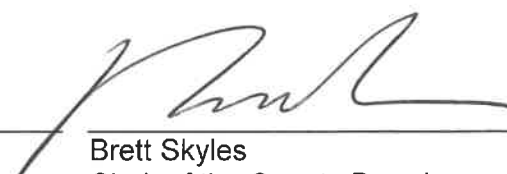
RESULT:	INFORMATIONAL - NO ACTION TAKEN
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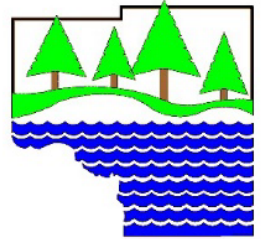
IX. ADJOURN

Chair Johnson adjourned the meeting at 3:52 PM.

ATTEST


John Johnson
Chair of the County Board


Brett Skyles
Clerk of the County Board



September 24, 2024

Chair:

PULL: None

ADDITIONS: None

CHANGES:

1. Item #6.7 (2025 Proposed Levy) has been updated as follows:
Adopt the proposed tax levy for 2025 as \$43,557,747, a 2.98% increase over 2024; adopt the proposed unorganized fire levy as 4.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 10% of net tax capacity; and schedule a public meeting on Tuesday, December 10, 2024 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 17, 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	Absent	
John Johnson	District #3	Present	2:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

Chair Johnson requested a moment of silence in remembrance of Commissioner Burl Ives and declared a vacancy in District #4 pursuant to MN Statutes 351.02.

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.1 (Set-up Permit), add the item as Item #6.4, and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

1. Approve the minutes of the Tuesday, September 10, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

2. Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge construction inspection services for two bridge replacements on CSAH 70 over Trout Creek and the Swan River and authorize the County Engineer to execute the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/24/2024 2:30 PM
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3. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for bridge replacements on CSAH 71, over the Swan River and CR 533 over Deer River, and authorize the County Engineer to execute the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/24/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Dan Butterfield and Brian Oftelie provided citizen input to express condolences and clarify the election process due to the recent passing of Commissioner Burl Ives.

2. Flag at Half-Staff

Motion To: Approve flying the Courthouse flag at half-staff from Wednesday, September 18 through Friday, September 20, 2024 in honor of Commissioner Burl Ives who passed away on Wednesday, September 11, 2024.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

3. Canisteo Pit Outlet Lease Agreement

Motion To: Approve a long-term lease agreement with the State of Minnesota for the use of tax-forfeited trust lands in the Canisteo Legacy Mine Pit Complex outlet/outflow project and authorize the necessary signatures.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

4. Set-up Permit

Motion To: Approve Set-up Liquor Permit for Barn in the Woods Wedding & Event Center, LLC located at 27037 Baich Road, Bovey, MN 55709 which will expire March 21, 2025.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at a recent Avenue of the Pines meeting.

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

Commissioner Johnson reported on his attendance at the recent Association of Minnesota Counties (AMC) Fall Policy Conference, as well as a visit to Mesabi Metallics.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioners Smith and Johnson expressed condolences to the Ives family for their recent losses.

RECESS

Chair Johnson recessed the meeting at 2:44 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:10 PM, with all members present except Snyder absent and District #4 vacant.

X. CLOSED SESSIONS**1. Closed Session Re: Labor Negotiations**

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

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

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 (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Johnson adjourned the meeting at 3:50 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 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-387

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

FAA Grant Agreement

BOARD ACTION REQUESTED:

Approve the FAA Grant Agreement for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-27-0037-030-2024 at the Grand Rapids/ Itasca County Airport and authorize necessary signatures.

BACKGROUND:

The 2024 project for the Grand Rapids-Itasca County Airport includes reconstruction of Taxiway A South Portion - Phase 1.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. GPZ-GLG-3-27-0037-030-2024-AGR DRAFT

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota

Dakota-Minnesota Airports
District Office
6020 28th Ave S, Ste 102
Minneapolis, MN 55450

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Matt Wegwerth
City Engineer
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Matt Wegwerth:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. **3-27-0037-030-2024** at Grand Rapids/Itasca County-Gordon Newstrom Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jeremy McLeod, (701) 323-7381, Alvin.J.McLeod@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{Sig_es_:signer1: signature}}

E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	{{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Grand Rapids/Itasca County-Gordon Newstrom Field Airport
Airport Infrastructure Grant Number	3-27-0037-030-2024
Unique Entity Identifier	FYCKJLVMF3J6

TO: County of Itasca and City of Grand Rapids
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 16, 2024, for a grant of Federal funds for a project at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A South Portion-Phase 1: Design, Update Master Plan for Taxiway A to meet standards on North Portion

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption

and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$224,280.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$224,280 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does

not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 16, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of BIL Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy American. The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 04, 2014, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.

1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
31. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
32. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.
33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

County of Itasca and City of Grand Rapids

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

[Please Enter Co-Sponsor Name]

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title}}

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(County of Itasca and City of Grand Rapids)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of August 16, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

{{ }} Yes {{ }} No {{ }} N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

{{[]}} Yes {{[]}} No {{[]}} N/A

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

{{[]}} Yes {{[]}} No {{[]}} N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{*Ttl_es_:signer6: title}}

Signature of Sponsor's Authorized Official: {{Sig_es_:signer6: signature}}

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☐ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☐ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☐ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
 - a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).☐ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☐ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
 - a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).☐ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
 - a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);☐ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☐ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

{{[]}} Yes {{[]}} No {{[]}} N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38)

{{[]}} Yes {{[]}} No {{[]}} N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

{{[]}} Yes {{[]}} No {{[]}} N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{*Ttl_es_:signer6: title}}

Signature of Sponsor's Authorized Official: {{Sig_es_:signer6: signature}}

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

☐ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

☐ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

☐ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
{{ }} Yes {{ }} No {{ }} N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
{{ }} Yes {{ }} No {{ }} N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
{{ }} Yes {{ }} No {{ }} N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
{{ }} Yes {{ }} No {{ }} N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
{{ }} Yes {{ }} No {{ }} N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
{{ }} Yes {{ }} No {{ }} N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
{{ }} Yes {{ }} No {{ }} N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
{{ }} Yes {{ }} No {{ }} N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
{{ }} Yes {{ }} No {{ }} N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

{{ }} Yes {{ }} No {{ }} N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

{{ }} Yes {{ }} No {{ }} N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{*Ttl_es_:signer6: title}}

Signature of Sponsor's Authorized Official: {{Sig_es_:signer6: signature}}

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: {{ Location_1 }}
Address: {{ Address_1 }}

Location 2 (if applicable)

Name of Location: {{ Location_2 }}
Address: {{ Address_2 }}

Location 3 (if applicable)

Name of Location: {{ Location_3 }}
Address: {{ Address_3 }}

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{*Ttl_es_:signer6: title}}

Signature of Sponsor's Authorized Official: {{Sig_es_:signer6: signature}}

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

{{ }} Yes {{ }} No {{ }} N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☐ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☐ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☐ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☐ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part1920)
- f. Seismic Safety – building construction (49 CFR part41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☐ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

{{[]}} Yes {{[]}} No {{[]}} N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

{{[]}} Yes {{[]}} No {{[]}} N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: {{N_es_:signer6: fullname}}

Title of Sponsor's Authorized Official: {{*Ttl_es_:signer6: title}}

Signature of Sponsor's Authorized Official: {{Sig_es_:signer6: signature}}

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field

Project Number: 3-27-0037-030-2024

Description of Work: Update Airport Master Plan, Reconstruct Taxiway A

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☐ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☐ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).

{{[]}} Yes {{[]}} No {{[]}} N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

{{[]}} Yes {{[]}} No {{[]}} N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

{{[]}} Yes {{[]}} No {{[]}} N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

{{[]}} Yes {{[]}} No {{[]}} N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

{{[]}} Yes {{[]}} No {{[]}} N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

{{[]}} Yes {{[]}} No {{[]}} N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

{{[]}} Yes {{[]}} No {{[]}} N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

{{[]}} Yes {{[]}} No {{[]}} N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

{{[]}} Yes {{[]}} No {{[]}} N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

{{[]}} Yes {{[]}} No {{[]}} N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par.3-100).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Name of Sponsor:

Name of Sponsor's Authorized Official: **{{N_es_:signer2: fullname}}**

Title of Sponsor's Authorized Official: **{{*Ttl_es_:signer2: title}}**

Signature of Sponsor's Authorized Official: **{{Sig_es_:signer2: signature}}**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-361

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Construction Inspection Services - CSAH 70

BOARD ACTION REQUESTED:

Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge construction inspection services for two bridge replacements on CSAH 70 over Trout Creek and Swan River and authorize the County Engineer to execute the contract documents.

BACKGROUND:

Bridges 31581 and 31582 on CSAH 70 are designed and funded for construction, in part, with federal funds. They are scheduled for replacement next summer, 2025. Bridge construction inspection requires advanced MnDOT certifications. We are anticipating a couple of retirements within our office over the winter which will leave us short next summer. The remaining engineering technicians have other projects they will be assigned to and with the classes required to get new staff certified, there will not be time to get the replacements through the program. Unless a new hire comes in with certain certifications already, it's not possible to get all the classes completed in one year. The Transportation Department requested a proposal from LHB for the inspection services and they have responded with a proposal that is acceptable from the Transportation Department's perspective - see attached. LHB has provided design services in the past and it is recommended that they be used for this project.

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. LHB Special Conditions - CSAH 70 Inspection Services

09/17/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/24/2024 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and LHB, Inc., 21 West Superior Street, Suite 500, Duluth, MN 55802.

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

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

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

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

Effective Date: September 24, 2024, or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2025.

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

CONSULTANT

By: _____
LHB, Inc.

By: _____
LHB, Inc.

ITASCA COUNTY

By: _____
Itasca County
Karin Grandia
County Engineer

Consultant's Signature Acknowledgement

This instrument was acknowledged before me this ____ day of _____

by _____ the _____ and

by _____ the _____ and
(name) (title)
(name) (title)

of LHB, Inc.

Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for bridge construction inspection services in connection with bridge numbers 31581 and 31582 located on CSAH 70 over Trout Creek and the Swan River.

Bridge 31581 and 31582 are designed and currently funded, in part with federal funds, for construction in 2025. Bridge construction inspection requires advanced MnDOT certifications, and Itasca County anticipates not having someone on staff internally next summer to inspect the project.

ARTICLE 1 TERM OF AGREEMENT:

- | | | |
|----|-----------------------|--|
| A. | Effective Date: | September 24, 2024, or the date that all required signatures are obtained by the County, whichever is later. |
| B. | Work Completion Date: | December 31, 2025 |
| C. | Expiration Date: | December 31, 2025 |

ARTICLE 2 SCOPE OF WORK:

A. INSPECTION

- a. See Exhibit A for a detailed description of scope of work and deliverables.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

- A. The following will be provided and/or completed by COUNTY
 1. Property owner information

ARTICLE 4 DELIVERABLES BY CONSULTANT:

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

ARTICLE 5 CONSIDERATION OF PAYMENT:

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

ARTICLE 6 TERMS OF PAYMENT:

- A. CONSULTANT will use the COUNTY approved "Invoice" when submitting invoices on a monthly basis.
- B. Retainage: Payments to CONSULTANT will be made based on invoices submitted monthly.
- C. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.

- D. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. The hourly rates for all employees are provided by the CONSULTANT in Attachment 1A. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.
- E. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated. The Hourly Rate Schedule A is attached to and made a part of this agreement.

ARTICLE 7 AGREEMENT PERSONNEL:

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

1. Name: Jon W. Siiter, PE
Title: Principal Manager
Address: 21 West Superior Street, Suite 500
Duluth, MN 55802
Phone: 218-727-8456

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER

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

Name: Karin Grandia, P.E.
Title: Itasca County Engineer
Address: 123 4th Street N.E.
Grand Rapids MN 55744
Phone: 218.327.7389

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

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

Name: Rachel Metelak, PE
Title: Transportation Engineer
Address: 123 4th Street N.E.
Grand Rapids MN 55744
Phone: 218.327.0685

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

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS

None

ARTICLE 10 ADDITIONAL PROVISIONS

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

EXHIBIT A
DETAILED SCOPE OF WORK AND DELIVERABLES
(NOT TO EXCEED)

- Provide the County with periodic updates when requested.
- Complete administrative tasks in One Office if requested by Itasca County.
- Assist Itasca County in the project final/closeout process by providing all required documentation to final the project and close the contract.

Assumptions

1. We have assumed the two bridges will be built consecutively and will take approximately 22 weeks from roughly June 1 to October 31 of 2025.
2. Materials sampling and testing will be by others.
3. Routine construction staking will be provided by the contractor. The LHB inspector will be equipped with a GPS unit that can be used to track and verify quantities and to double check and/or verify the contractor's layout.
4. LHB will work closely with Itasca County personnel to possibly cover the project from time to time when appropriate to save costs.
5. LHB will work with Itasca County on One Office administration based on their level of need and how much access can be afforded to LHB based on software limitations.
6. No engineering services from LHB beyond internal project management are required at this time.

Schedule

LHB will begin work as soon as directed by Itasca County and will plan to staff the project through completion in the fall of 2025.

Proposed Fee

LHB proposes an hourly not to exceed fee of One Hundred Ninety-Five Thousand and Ten Dollars (\$195,010) including reimbursable travel and equipment expenses.

- Itasca County 2025 bridge Construction Administration\$195,010

Staffing

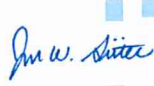
LHB proposes to utilize a senior level technician or EIT engineer with the appropriate training and certifications for the project. In this case our inspector will possess at a minimum, the MnDOT Bridge Construction Certification and at least four years' experience in the construction of state and/or local transportation projects. We are attaching a resume from Tony Hanson as an example of potential staff qualifications and experience.

Terms and Conditions

Upon your approval of this proposal, we can prepare an agreement consistent with the terms and conditions of our standard LHB agreement form. Itasca County may also propose to utilize their standard agreement form at the county's option.

We truly appreciate the opportunity to assist Itasca County with your bridge program and are excited to begin work on this project. We look forward to working with you and your team. Please contact me at 218-590-0048 if you have any questions.

LHB, INC.

 Digitally signed by Jon Siiter
DN: C=US,
E=jon.siiter@lhbcorp.com,
CN=Jon Siiter
Date: 2024.08.27
09:30:06-05'00'

JON W. SIITER, P.E.
PRINCIPAL ENGINEER

c: LHB Project No. 240493

q:\24proj\240493\100 financial\proposals\transmittal letter\lhb bridge ca proposal - 2025.docx

**2024 FEE ESTIMATE WORKSHEET****Project Name**
Client
PreparerItasca 2025 CA
Itasca County
Jon Siiter**Project Number**
Date240493
August 26, 2024

Project Breakdown Task Description	P1	P3	P6	T2	T3	T5	T7	T10	T12	Total Labor Costs (\$)
	Project Principal	Profess. Eng.	Profess. Eng.	Senior Tech	Lead Tech.	Lead Tech.	Inter. Tech.	Tech.	Tech.	
	\$ 220	\$ 183	\$ 149	\$ 126	\$ 110	\$ 95	\$ -	\$ -	\$ -	\$ -
Project Management										\$ -
Project Mangement & Invoicing (6 Months)	16									\$ 3,520.00
Communications	8									\$ 1,760.00
										\$ -
Preconstruction										\$ -
Preconstruction Conference					2					\$ 220.00
Review Shop Drawings and Submittals					8					\$ 880.00
Preliminary Plan Review					12					\$ 1,320.00
										\$ -
Construction Observation										\$ -
Inspection Time Est. 22 Weeks at 50 Hrs./Wk					1,100					\$ 121,000.00
Insp. Travel Est 22 wks *5 d/wk *2 hr/d					220					\$ 24,200.00
										\$ -
Documentation & Recordkeeping										\$ -
Daily Reports/Diary - Concurrent w/ Insp. Time					-					\$ -
Weekly Diary - Concurrent w/ Insp. Time					-					\$ -
Labor Compliance Review - Concurrent w/ Insp. Time					-					\$ -
Materials Certification					8					\$ 880.00
Pay Estimates (Est. 6)					12					\$ 1,320.00
IRA Entry - Concurrent w/ Insp. Time					-					\$ -
Change in Const. Status Forms					3					\$ 330.00
Change Orders					16					\$ 1,760.00
Record Drawings					24					\$ 2,640.00
										\$ -
Project Coord. & Closeout										\$ -
Punch List/Walk Through					10					\$ 1,100.00
Follow Up Site Visits/Coordination					40					\$ 4,400.00
Assemble Final Documentation				20	50					\$ 8,020.00
Final Materials Certification & Exceptions					10					\$ 1,100.00
As-Built Sheets etc.					8					\$ 880.00
										\$ -
										\$ -
										\$ -
										\$ -
Total Hours	24	-	-	20	1,523	-	-	-	-	\$ 175,330.00
Travel Expenses	Qty	Rate	Cost	Other	Cost	Direct Salary Costs				
Engineer Visits/Mileage	0		-	GPS (16)	4,000.00					
Mileage - 4WD Insp. Truck Daily Trips	12750	1.10	14,025							
Mileage - 4WD Insp. Truck Misc. Trips	500	1.10	550			Total Labor				\$ 175,330.00
Per Diem	85	13.00	1,105			Travel Costs				\$ 15,680.00
		-	-			Survey Equip				\$ 4,000.00
		-	-							
		-	-							
Total Travel Costs			15,680		4,000.00	Total Estimated Cost				\$ 195,010.00



ANTHONY M. HANSON

Senior Crew Chief

Anthony has over 23 years of construction inspection and construction survey staking experience for roadway, bridge, and utility construction projects. His keen construction sense aids contractors early on in a project to help maintain design intent, meet the budget, and the adhere to the project's schedule. Anthony's depth of experience working directly with MnDOT on Trunk Highway construction projects, and with LHB team members on State Aid and local bridge construction projects, gives him unique skills and insight into the construction administration process and successful working relationships with contractors and various authorities with jurisdiction including private companies, municipalities, counties, and state agencies.

He has substantial experience including field surveying for major highway construction, boundary survey projects, pipeline preliminary survey, mainline construction pipeline projects, pipeline line locating, and Construction Inspection. These projects also include gathering field survey data through use of conventional and Global Positioning System (GPS) methods using Trimble R10 GPS system and/or Trimble R8 GNSS; Trimble Robotic Total Station S6 and Trimble Data Collector TSC7. Other common job duties include computing staking files and site drawings using AutoCAD civil 3D, and daily documentation such as construction diaries, safety forms, daily reports, field notes and job hazard assessment forms.

CERTIFICATIONS & ACCREDITATIONS

MnDOT Bridge Construction
MnDOT Bituminous Street
MnDOT Grading & Base I & II
MnDOT Concrete Field I & II
MnDOT Aggregate Production
(ACI) Concrete Field Testing Technician 1
MEA OQ ASME 1291 Locate
Underground Pipelines
MEA OQ ASME 1301 Install and Maintain
Pipeline Markers
MEA OQ ASME AOC Abnormal Operation
OSHA 30-Hour Construction
HAZWOPER 40-Hour
eRailSafe #47710 (CP, CN, BNSF)
Certified Survey Technician - NSPS III

EDUCATION

Associate of Applied Science (AAS) Degree, Civil
Engineering Technology,
Lake Superior College, Duluth, MN

CONTACT

Tony.Hanson@LHBcorp.com

Relevant Project Experience

MNDOT D1, TH 61 SAFETY IMPROVEMENTS (S.P. 1604-45) | GRAND PORTAGE, MN

Tony provided construction staking on the 17-mile roadway reclamation project that includes intersection safety improvements, ADA & shared-use path construction, drainage improvements, bridge replacement and lighting.

ST. LOUIS COUNTY SURVEYING SERVICES PLSS | VARIOUS LOCATIONS

LHB provided Professional Land Survey services for this effort to complete the remonumentation of remote lands into the PLSS for St. Louis County (SLC). The project will give the County and its citizens a better understanding of the natural, environmental, and recreational resources available in the County. As a Senior Crew Chief, Anthony works closely with SLC, neighboring Survey Offices, LHB's other crew chiefs, and landowners when requesting access to properties to survey. LHB strives to educate landowners on the benefits of the remonumentation project. LHB oversees the process to collect field data, locate monuments and key features, verify corners, detail history and methodology while setting corners, acquire and complete certificates, and create mapping for the County Surveyors' Office for documentation into the PLSS.

CITY OF DULUTH, SUPERIOR STREET RECONSTRUCTION | DULUTH, MN

For the full street reconstruction of 11 blocks in the downtown corridor, Anthony provided survey services. The project required historic research and utility location to develop utility coordination for full-depth reconstruction. In-depth analysis and technical skills were required to develop proper grading plans to meet ADA & drainage requirements and building access needs.

KOOCHICHING COUNTY, CSAH 24 BRIDGE OVER CN RR TRACKS | INTERNATIONAL FALLS, MN

LHB provided complete project development, design and construction administration services including structural engineering, grading, permitting, ROW, railroad coordination services and construction administration for a new approach embankment and three span bridge spanning over the CN Railway just south of International Falls. The new design alleviated frequent conflicts and interference between railroad operations and the traveling public on the dead end county highway. The LHB assisted Koochiching County in successfully navigating complex international railroad requirements and our design was able to accommodate challenging geotechnical site conditions while maintaining continued access for industrial and residential users alike. Tony provided staking and inspection services.

ST. LOUIS COUNTY, BUNDLED BRIDGE MNDOT 6290 (09X06) DESIGN OTTER CREEK | CARLTON, MN

LHB led the design for S.P. 8821-336 that included four box culvert replacements on Highway 210 in Carlton County as part of Saint Louis County's larger Bridge Bundling project. This cooperative agreement project required extensive interagency coordination and project management between MnDOT District 1, FHWA, and Saint Louis County to provide the regulatory, design, and construction administration work to deliver the project. The project also required working closely with the Fond Du Lac Band for work on tribal lands, BNSF for work on railroad right-of-way, and the COE/DNR for work in public waters. LHB's scope included project management, public engagement, wetland delineation, permitting, topographic survey, hydraulics, road/bridge design, traffic control and construction administration.

ANTHONY M. HANSON

Relevant Project Experience (continued)

MNDOT TH 61 ONION RIVER CONSTRUCTION INSPECTION | BETWEEN TOFTE AND LUTSEN, MN

Tony was the construction Inspector for this Bridge on TH 61 over the Onion River. The Bridge has a decorative rail and barrier spanning the length of the bridge to create a separate path as part of the 1.1-mile-long Onion River Trail

MNDOT SP 069-597-007 BRIDGE CONSTRUCTION PROJECT OVER EAST TWO RIVER | TOWER, MN

Served as a Chief Inspector/Surveyor for a post tensioning box beam bridge project and was involved with all phases of the contractor's activities throughout project.

Construction Services provided Included:

- Survey working points
- Pile Driving Inspection and layout.
- Rebar installation for abutments
- Volume calculations for abutment concrete.
- Concrete box beam Installation Inspection
- Concrete railing inspection and volume calculations
- Unbonded overlay Inspection
- Pipe staking with installation inspection
- Roadbed grading checks and area calculations
- Compaction inspection and sampling road grading material.
- Road tolerancing and blue top staking
- Bituminous Paving Inspection
- Daily documentation of activities
- Daily use with one office

SAP 069-641-004 BRIDGE CONSTRUCTION PROJECT OVER THE LITTLE SUCKER RIVER | TWO HARBORS, MN

Served as a Chief Inspector/Surveyor for a beam span bridge and was involved with all phases of the contractor's activities throughout project

CONSTRUCTION SERVICES PROVIDED
INCLUDED:

- Survey working points
- Pile Driving Inspection and layout.
- Rebar installation Inspection for abutments and bridge deck
- Volume calculations for abutment concrete.
- Concrete Beam span Installation Inspection
- Concrete railing inspection and volume calculations
- Slope staking for bridge embankments
- Grading checks and area calculations
- Compaction inspection and sampling road grading material.
- Road tolerancing and blue top staking.
- Daily use with one office.
- Daily Documentation of project.

TUNHEIM CONSTRUCTION, INC.

USFS Eastern Region Cadastral Survey, 2018

MNPOWER VARIOUS PROJECTS | VARIOUS LOCATIONS

4th Avenue Duct Bank

ROW Staking

Superior Terminal South Substation

Superior Terminal Line Improvements

Hibbard 14" Steam Line Joint Leak

Thomson Reservoir Survey

PMO Consulting

Allele Headquarters Survey

Essentia Mall Connection

MINNESOTA POWER, CALUMET NEMADJI SURVEY | SUPERIOR, WI

Topographic survey services related to transmission line, substation and switchyard designs for expansion.

SWL&P WINTER STREET SUBSTATION AND PDC REPLACEMENT | SUPERIOR, WI

Anthony provided construction staking for the replacement of two existing separate control houses into one single control house that would allow for a new PDC.

MINNESOTA POWER, THOMSON RESERVOIR SURVEY | CARLTON, MN

Anthony was the lead crew chief for this project requiring surveying UAV targets, existing off-structure monuments, and dam and topographic survey

TETRA TECH, ATLAS INDUSTRIAL PARK TOPOGRAPHIC SURVEY | DULUTH, MN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-375

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Design Consultant Services - CSAH 71 & CR 533

BOARD ACTION REQUESTED:

Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for bridge replacements on CSAH 71, over the Swan River and CR 533 over Deer River, and authorize the County Engineer to execute the contract documents.

BACKGROUND:

The bridges on CSAH 71 and CR 533 are deficient and will be replaced as part of our 2027 construction season. It is necessary to contract design services to replace them. We have requested a proposal from Bolton & Menk for the design services, and they have responded with a proposal that is acceptable from the Transportation Department's perspective. See attached. Bolton & Menk have provided design services in the past, and it is recommended that they be used for this project.

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CSAH 71 and CR 533 Bridge Design - unsigned

09/17/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/24/2024 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and Bolton & Menk, 7533 Sunwood Drive, Ramsey, MN 55303-5165.

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

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

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

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

Effective Date: September 24, 2024 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2027.

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

CONSULTANT

By: _____
Bolton & Menk
James D. Archer, PE
Principal Structural Engineer

By: _____
Bolton & Menk
Tony Rotchadl, PE
Principal Engineer

ITASCA COUNTY

By: _____
Itasca County
Karin Grandia, PE
County Engineer

Consultant's Signature Acknowledgement

This instrument was acknowledged before me this ____ day of _____

by _____ the _____ and
(name) (title)

by _____ the _____ and
(name) (title)

of Bolton & Menk

Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for design services to Itasca County in connection with bridge replacements and associated roadway design project relating to two existing bridges. Existing bridge numbers are 31507 located on CSAH 71 over the Swan River and bridge 92970 on CR 533 over Deer River.

ARTICLE 1 TERM OF AGREEMENT:

- | | | |
|----|-----------------------|--|
| A. | Effective Date: | <u>September 24, 2024</u> or the date that all required signatures are obtained by the County, whichever is later. |
| B. | Work Completion Date: | <u>December 31, 2025</u> |
| C. | Expiration Date: | <u>December 31, 2027</u> |

ARTICLE 2 SCOPE OF WORK:

A. SURVEY

- a. The Consultant shall perform the required field survey work to locate the structure on the existing alignment and will assume responsibility for obtaining the information necessary to complete the bridge survey sheets in accord with Section 5-892.271 of the Minnesota Department of Transportation State-Aid Manual.
- b. All existing utilities shall be located to a quality level B as defined and in accordance with MN Statutes Section 216D.01, subdivision 12.
- c. Survey work includes the following:
 - i. Proposed centerline alignment and elevations.
 - ii. Roadway cross sections at least every 50 feet.
 - iii. Collect information and measure existing topography, underground and overhead utilities and any other features affecting the project, including property fences, buildings, driveways, trees, etc.
 - iv. The Consultant shall tie the survey into U.S.G.S. sea level datum and to monumentation sufficient to develop legal descriptions to obtain highway easements.

B. HYDRAULICS

- a. The Consultant shall coordinate hydraulic information needed for the design and plans with the appropriate agencies (Itasca County, MnDNR, etc.). Scour analysis will be completed based off the data provided.

C. PRELIMINARY DESIGN

- a. The Consultant shall prepare and submit to the County preliminary cost estimates for up to three types of bridge structures suggested by the County prior to any preliminary design work.
- b. Following the selection by the County of one of the preliminary suggested types of structures, the Consultant shall prepare and submit to the County one preliminary design for the selected structure, including general features, dimensions, and basic design requirements. The design shall contain sufficient detail to be used in required reports and applications for permits required of the County.
- c. The Consultant shall, at the request of the County, provide a representative to attend reviews, hearings, meetings, and other presentations scheduled during the design phase of the Project.

D. REPORTS

- a. If required by the County, the Consultant shall prepare a Design Exception Request. Copies of the Request and its disposition shall be filed with the County.

E. PERMITS

- a. If required, the Consultant shall apply for a permit from the Minnesota Department of Natural Resources. Permit fees shall be paid by the County. A copy of each permit obtained in connection with this project should be filed by the Consultant with the County.

- b. The Consultant shall apply and obtain necessary wetland and protected water permits and submit copies of the final permit and applications to the County. The permits should cover wetland impacts related to the bridge construction and any associated approach work. The permit application shall be through the "Joint Notification Form" used by the SWCD, DNR and the Corp of Engineers.
- c. The Consultant shall perform utility investigation and coordination necessary for preliminary and final design.

F. ASBESTOS AND REGULATED WASTE ASSESSMENT

- a. The Consultant shall prepare an Asbestos and Regulated Waste Assessment of the existing bridge.

G. SOILS

- a. The Consultant shall recommend and retain, subject to the approval of the County, a competent Soils Engineering firm to obtain test borings and determine the foundation conditions at the site of the proposed structure. The cost of the subsurface soils testing shall be invoiced directly to the County by the Soils Engineering firm.
- b. The County will require insurance and proof of insurance from the Soils Engineering firm including Workers Compensation insurance, liability insurance and motor vehicle coverage.

H. BRIDGE PLANS

- a. The Consultant will prepare and submit to the County one preliminary bridge plan, which shall include general features, dimensions, and basic design requirements for the proposed structure. The preliminary plan shall be prepared in accordance with State-Aid 5-892.200, and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are submitted to the Minnesota Department of Transportation by the County or the Consultant.
- b. When directed by the County the Consultant shall prepare an engineering design for the selected structure. The structural design shall conform to the current American Association of State Highway and Transportation Officials Design Specifications and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are approved by the Minnesota Department of Transportation.
- c. The Consultant shall prepare one final detail bridge plan on the best-grade reproducible material in ink, drawing to conventional scales on 11" x 17" sheets with inside borderlines and a 3/4" margin between the borderline and the left-hand side of the sheet. The plan sheet shall be prepared in accordance with Minnesota Department of Transportation, Mn/DOT, Bridge Design Specifications. Construction requirements of the Minnesota Department of Transportation's Standard Specifications for Construction 2016 edition shall be incorporated into the plans.
- d. The Consultant shall prepare a complete construction cost analysis for the proposed structure for use by the County in preparing a bid proposal. The Consultant shall also prepare special bid specifications outlining any special requirements regarding construction of the structure that are not covered by the plan or in the Minnesota Department of Transportation Standard Specifications for Construction.
- e. The Consultant shall present the final design to the State-Aid Engineer.
- f. The Consultant shall complete and submit to the County stream bed scour calculations and show data on appropriate plan sheet.
- g. The Consultant shall prepare the load rating sheet as required by the Minnesota Department of Transportation and submit the report to the County.
- h. The Consultant will assist with the letting of bids including preparation of an abstract of the bids which shall be submitted to the County.
- i. The Consultant shall provide to Itasca County a copy of the final design in computer drawing format. These drawings shall be the property of Itasca County.

I. ROADWAY DESIGN AND PLAN PREPARATION

- a. The Consultant shall assemble all existing survey data and incorporate such data into the preparation of the Roadway Design.
- b. The Consultant shall prepare layouts showing the geometric design of the roadway and this plan will show

plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, width, access control, right-of-way, plotting of finished cross-sections, quantities, special provisions, and other factors relating to geometric design.

- c. It is the intent of this agreement that the Roadway Plans shall embody the design standards in use by the Minnesota Department of Transportation at the time the design work for the plans is being performed.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

- A. The following will be provided and/or completed by COUNTY
 - 1. Property owner information
 - 2. Easements as required to construct the project
 - 3. Wetland Delineation
 - 4. Obtain Necessary Permits

ARTICLE 4 DELIVERABLES BY CONSULTANT:

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

ARTICLE 5 CONSIDERATION OF PAYMENT:

- A. Consideration of all services performed, and goods or materials supplied by CONSULTANT will be paid by COUNTY on an Hourly, Not to Exceed, dollar amount as specified in Exhibit A. If the County and CONSULTANT deem it necessary to perform additional work not covered by the Contract, or anticipates costs exceeding the amount shown in Exhibit A, then the CONSULTANT must promptly notify the Project Engineer in writing, prior to performing that additional work or incurring those additional costs. If the amount requested does not exceed 10 percent of the amount listed in Exhibit A, the County Engineer may authorize the additional work without amending this Contract.
- B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

- A. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.
- B. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. The hourly rates for all employees are provided by the CONSULTANT in Attachment 1A. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.
- C. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated. The Hourly Rate Schedule 1A is attached to and made a part of this Contract.

ARTICLE 7 AGREEMENT PERSONNEL:

- A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:
 - 1. Name: James D. Archer
 - Title: Principal Structural Engineer
 - Address: 7533 Sunwood Drive NW

Phone: Ramsey, MN 55303
763-433-2851

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

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

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

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

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

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

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

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS:

Article 2 B. Shall be replaced with the following:

- a. The Consultant shall work with watershed to establish ordinary high-water levels (OHWL) for the lake inlet. The Consultant shall supply data normally required by State and Federal agencies, including a risk assessment and a scour analysis.

ARTICLE 10 ADDITIONAL PROVISIONS:

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

EXHIBIT A

HOURLY RATE SCHEDULE

Please see attached Proposal/Cost Estimate for estimated time and hourly rates.

"Exhibit A"



504 NW 1st Avenue
Suite 205
Grand Rapids, MN 55744
Phone: (218) 571-4347
Bolton-Menk.com

September 10, 2024

Mrs. Rachel Metelak, PE
Transportation Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-0685
Rachel.Metelak@co.itasca.mn.us

RE: PROPOSAL: Replacement of Bridge Nos. 31507 (CSAH 71)
Itasca County, Minnesota

Dear Mrs. Metelak,

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services in support of plan development for the replacement of bridge 31507. As a part of this proposal, we describe our understanding of the project, detail our proposed scope of work, and provide our proposed schedule. A fee estimate for these services is also attached.

PROJECT UNDERSTANDING

Itasca County seeks to replace bridge 31507 constructed in 1966. The load posted/restricted, 3-span timber bridge carries CSAH 71, over the Swan River approximately 7 miles east of Grand Rapids, MN. The County's intended funding source is unknown but assumed to utilize state aid money and potentially state bridge bond funds and other funding sources if they become available. The bridge is not on, nor is it eligible for Historic Registration Status.

The existing bridge is a 30-foot wide and 73-foot long timber beam span structure. The bridge has substandard timber bridge railings as well as guardrail transitions and terminations. It is reported to have a 6-inch bituminous overlay and carries a limited-risk scour designation. With an ADT of 481 (2022) and a 7 mile detour length, we assume the County will support a full closure during construction and no staging plans are anticipated.

Bolton & Menk, Inc. has developed the attached scope and fee estimate to provide detailed construction documents in support of this bridge replacement effort. Plans will be developed in accordance with MnDOT State Aid Rules, AASHTO LRFD Bridge Design Specifications, and the MnDOT LRFD Bridge Design Manual. This estimate assumes a single span prestressed concrete girder superstructure with single slope concrete guardrail supported upon integral concrete abutments. This bridge type will likely prove the most cost effective while providing adequate vertical clearance and geometry to satisfy the needs of the project. This assumption suggests that the replacement bridge will maintain the existing curb-to-curb width of 30-feet, be approximately 90-feet in length, and require only minor profile alterations. Profile and alignment alterations are assumed to be accommodated by no more than 400' of adjacent roadway work.

The consultant team does not intend to follow the delegated contracting process for environmental & federal project development necessary for projects awarded federal funds. We will work with Itasca County Staff to appropriately scope this work if such funds are allocated.

SCOPE OF WORK

Bolton & Menk proposes to complete the following services:

Primary Task Elements

Project Management
Asbestos & Regulated Waste Assessment
Geotechnical Investigation
Topographic Survey
Wetland delineation & permitting
Hydraulic Analysis & pertinent hydraulic information incorporated into plans
Preliminary Design & Plan Development
Final Plan Development
Cost Estimate
Division SB Bridge Specifications

A more detailed scope is attached along with the hourly Fee Estimate

KEY ASSUMPTIONS AND COUNTY DELIVERABLES

KEY ASSUMPTIONS:

- Survey and Wetland Delineation will occur for a length of 400' on either side of the bridge location.
- A FEMA HEC-RAS model will be obtained from the DNR for the Swan River at Bridge No. 31507. A corrected effective, existing conditions, and proposed conditions analysis will be completed for the bridge replacement project. The budget assumes two alternatives modeled at the 30% design stage.
- A bridge hydraulic report, risk assessment, and hydraulic memo will be completed for the bridge.
- Anticipated Permits include the Joint Application, the DNR MPARS permit, and the NPDES construction stormwater permit. We do not anticipate the MPCA 401 Water Quality Certification request being necessary.
- Bolton & Menk will complete an NHIS request on the Minnesota Conservation Explorer website and coordinate with MnDNR to be in compliance with the current Minnesota Endangered Species Statute and an assessment on the USFWS iPAC website. Based on a preliminary NHIS review it is not likely that threatened or endangered species are present within the project corridor. If any threatened and endangered species surveys are required, we can provide an additional scope and fee at that time.
- Shop drawing review and/or construction administration can be provided as an additional scope of services, if requested.

COUNTY DELIVERABLES:

- Itasca County, if needed, will complete any environmental documents (project memo, catex, etc.)
- Itasca County will pay all administrative fees associated with permits (NPDES, MPARS). If desired, Bolton & Menk can pay and be reimbursed as an additional expense.
- Itasca County will provide a preferred detour route for implementation into project plans.
- Itasca County will complete any utility coordination needs based off the consultant completed plans.
- Itasca County will complete project specifications (with the exception of Division SB).
- Itasca County will complete all landowner coordination and complete all components of the R/W acquisition process (if needed).

PROPOSED SCHEDULE

The general project schedule as outlined by task is listed below. Our firm has completed numerous bridge projects of similar scope in an approximate delivery schedule of 1-year, and we anticipate this project to be similar (as shown in the schedule below). We can negotiate and modify the schedule as requested by Itasca County:

Primary Task Elements

Project Management	On-Going
Topographic Survey / Data Collection	October 2024
Wetland Delineation	October 2024
Geotechnical/Asbestos & Regulated Waste Evaluation	October - November 2024
Hydraulics Analysis & Design	May 2025
Preliminary Bridge/Roadway Plans	May - July 2025
Permitting Complete	September 2025
Final Bridge/Roadway Plans	August - December 2025
Construction	2027

Final plans and specifications will be submitted to Itasca County on or before December 31, 2025.

PROPOSED FEES

The total estimated not to exceed hourly fee for the prescribed scope is shown below. Any work required outside of this scope shall be authorized by the County prior to furnishing additional services. A detailed hourly estimate is also attached for reference.

Primary Task Elements

Project Management	\$ 8,578
Topographic Survey	\$ 7,227
Wetland Delineation & Permitting	\$ 10,111
Hydraulics Engineering	\$ 5,333
Preliminary Design & Plan Development	\$ 13,770
Final Design & Plan Development	\$ 34,664

Expenses:

Equipment Rental (Survey Boat)	\$ 250
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<u>Subtotal</u>	<u>\$ 74,600</u>
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Subconsultant Work – Braun Intertec

Geotechnical Investigation & Recommendations	\$ 15,900
Asbestos & Regulated Waste Material Testing	\$ 2,600

<u>Subtotal</u>	<u>\$ 18,500</u>
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<u>TOTAL ESTIMATED PROJECT COST</u>	<u>\$93,100</u>
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Out of scope services will be estimated, negotiated and provided at standard hourly rates. Additional services will utilize our corporate rate structure as shown after the detailed fee estimate.

Please contact me directly at 612-205-5160 or james.archer@bolton-menk.com if you wish to discuss the content of this proposal. We look forward to providing these professional engineering services to you on this project and appreciate your consideration of Bolton & Menk, Inc.

Sincerely,

Bolton & Menk, Inc.



James Archer, P.E.

Principal Structural Engineer

**Engineering Design Services
Itasca County, MN**



Itasca County
Minnesota

PROJECT: Bridge 31507
PROJECT NO.:
SERVICE DESCRIPTION: Bridge Replacement
DATE: September 10, 2024
PREPARED BY: Jim Archer

COST PRICE ANALYSIS WORKSHEET

PROPOSAL / BUDGET		Project Manager	Senior Structural Engineer	Water Resources Engineer	Project Engineer	Natural Resource Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Total	TOTAL LABOR COST
STAFF CLASSIFICATION =====>		\$241.00	\$176.00	\$161.00	\$151.00	\$144.00	\$169.00	\$201.00	\$109.00		
CHARGE RATES =====>		(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	
Line No.	Tasks	Archer	Pelikan	Nahkala	Doherty	Bloomquist	Barsness		Tish		
Task 1: Project Management											
1	Kick-Off Meeting / Agency Coordination (3 Meetings)	6	2	2						10	\$2,120.00
2	Obtain County Data & Survey Information	2			4					6	\$1,086.00
3	Project & Subconsultant Management	16		4					8	28	\$5,372.00
Task 1: Project Management		24	2	6	4	0	0	0	8	44	\$8,578.00
Task 2: Topographic Survey											
1	Topographic Survey Collection			2	4			26		32	\$6,152.00
2	Survey Basemap				6		1			7	\$1,075.00
Task 2: Topographic Survey		0	0	2	10	0	1	26	0	39	\$7,227.00
Task 3: Wetland Delineation & Permitting											
1	Level II Wetland Delineation (Report, Type, Boundary Application)			1		15				16	\$2,321.00
2	MPARS Permit			10	1	8				19	\$2,913.00
3	Aquatic Resource Impact Permitting				2	12				14	\$2,030.00
4	WCA/Corps Permit				2	10				12	\$1,742.00
5	Threatened and Endangered Species Coordination					2				2	\$288.00
6	Agency Coordination Meetings as Necessary (Assumes 2 Meetings)	1				4				5	\$817.00
Task 3: Wetland Delineation & Permitting		1	0	11	5	51	0	0	0	68	\$10,111.00
Task 4: Hydraulics Engineering											
1	Hydraulics Data Collection			2						2	\$322.00
2	Prelim Hydraulics			12	4					16	\$2,536.00
3	Prelim Plan Development			4						4	\$644.00
4	Risk Assessment, Report, Hydraulic Letter			6	2					8	\$1,268.00
5	Agency Coordination	1		2						3	\$563.00
Task 4: Hydraulics Engineering		1	0	26	6	0	0	0	0	33	\$5,333.00
Task 5: Preliminary Design & Plan Development											
1	Bridge Type Study	1			6					7	\$1,147.00
2	Develop Preliminary Cost Estimates				6					6	\$906.00
3	State Aid Bridge Submittal & Comment Resolution Log				4					4	\$604.00
4	Roadway Typical Section & Quantities				24					24	\$3,624.00
5	Roadway Plan & Profile				24					24	\$3,624.00
6	Preliminary Plan Development - 30% Submittal	1			24					25	\$3,865.00
Task 5: Preliminary Design & Plan Development		2	0	0	88	0	0	0	0	90	\$13,770.00
Task 6: Final Plan Development											
1	60% Plan Submittal - Itasca County Review	1			44					45	\$6,885.00
2	Final Plan Development - 90% Submittal & State Aid Checklist	1			68					69	\$10,509.00
3	Close Out Comment Log				4					4	\$604.00
4	Final Engineer's Estimate				2					2	\$302.00
5	AASHTOWare Load Rating & File Submission		30		4					34	\$5,884.00
6	SWPPP			8						8	\$1,288.00
7	Erosion Control			4	4					8	\$1,248.00
8	Traffic Control / Detour Plan				8					8	\$1,208.00
9	Miscellaneous Details				4					4	\$604.00
10	Division SB Specifications (Bridge)		4		4				2	10	\$1,526.00
11	Signed Plans & Electronic Staking Files - 100% Submittal		20		4					24	\$4,124.00
12	Project Close Out	2								2	\$482.00
Task 6: Final Plan Development		2	54	12	146	0	0	0	2	216	\$34,664.00
Expenses											
1	Equipment (boat if necessary for hydraulic survey)									LUMP SUM	\$250.00
2	Geotechnical Investigation & Recommendations (Braun Intertec)									LUMP SUM	\$15,900.00
3	Asbestos / Regulated Waste & Material Testing (Braun Intertec)									LUMP SUM	\$2,600.00
Expenses											\$18,750.00
Additional Tasks											
1	Environmental Documentation (Project Memo, CATEX)									TBD	TBD
2	Construction Observation & Administration									TBD	TBD
3	Shop Drawing Review & Construction Support									TBD	TBD
Additional Tasks		0	0	0	0	0	0	0	0	0	TBD
TOTAL ESTIMATED CONTRACT AMOUNT		29	56	31	253	51	1	26	10	457	\$93,100.00
% OF TOTAL HOURS		6.3%	12.3%	6.8%	55.4%	11.2%	0.2%	5.7%	2.2%	100.0%	



**BOLTON
& MENK**

Real People. Real Solutions.



504 NW 1st Avenue
Suite 205
Grand Rapids, MN 55744
Phone: (218) 571-4347
Bolton-Menk.com

September 10, 2024

Mrs. Rachel Metelak, PE
Transportation Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-0685
Rachel.Metelak@co.itasca.mn.us

RE: PROPOSAL: Replacement of Bridge Nos. 92970 (CR 533)
Itasca County, Minnesota

Dear Mrs. Metelak,

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services in support of plan development for the replacement of bridge 92970. As a part of this proposal, we describe our understanding of the project, detail our proposed scope of work, and provide our proposed schedule. A fee estimate for these services is also attached.

PROJECT UNDERSTANDING

Itasca County seeks to replace bridge 92970 constructed in 1966. This load posted/restricted, single span timber slab bridge carries CR 533, (N Deer Road) over the Deer River between Deer Lake and Pickerel Lake, approximately 42 miles north of Grand Rapids, MN. The County's intended funding source is unknown but assumed to utilize state aid money and potentially state bridge bond funds and other funding sources if they become available. The bridge is not on, nor is it eligible for Historic Registration Status.

The existing bridge is only 26-feet wide and only 18-feet long. The bridge has substandard timber bridge railings and no guardrail transitions or terminations. It is reported to have a 5 ½ - inch bituminous overlay and carries a low-risk scour designation. With an ADT of 137 (2021) and an 18-mile detour length, the County may consider staged construction or a temporary bypass, however for the purposes of this proposal, we have assumed a full closure during construction with no staging plans are anticipated.

Bolton & Menk, Inc. has developed the attached scope and fee estimate to provide detailed construction documents in support of this bridge replacement effort. Plans will be developed in accordance with MnDOT State Aid Rules, AASHTO LRFD Bridge Design Specifications, and the MnDOT LRFD Bridge Design Manual. This estimate assumes a precast concrete box culvert section will be less desirable and a single-span, precast concrete girder or cast-in-place, concrete slab superstructure on integral concrete abutments will provide adequate vertical clearance and geometry and satisfy the needs of the project. This assumption suggests that the replacement bridge will maintain the existing curb-to-curb width of 26-feet, be approximately 35-40-feet in length, and require only minor profile alterations. Profile and alignment alterations are assumed to be accommodated by no more than 400' of adjacent roadway work.

Should a precast concrete box culvert prove sufficient and acceptable, there will be considerable reduction in the scope of the proposed design services which will also be reflected in the fee schedule.

The consultant team does not intend to follow the delegated contracting process for environmental & federal project development necessary for projects awarded federal funds. We will work with Itasca County Staff to appropriately scope this work if such funds are allocated.

SCOPE OF WORK

Bolton & Menk proposes to complete the following services:

Primary Task Elements

Project Management
Asbestos & Regulated Waste Assessment
Geotechnical Investigation
Topographic Survey
Wetland delineation & permitting
Hydraulic Analysis & pertinent hydraulic information incorporated into plans
Preliminary Design & Plan Development
Final Plan Development
Cost Estimate
Division SB Bridge Specifications

A more detailed scope is attached along with the hourly Fee Estimate

KEY ASSUMPTIONS AND COUNTY DELIVERABLES

KEY ASSUMPTIONS:

- Survey and Wetland Delineation will occur for a length of 400' on either side of the bridge location.
- A hydrologic (SSA, HEC-HMS or equivalent) and hydraulic model (HEC-RAS) will be developed to model existing and proposed hydraulics at bridge 92970. No FEMA or DNR analyses are currently available and regional regression equations are not valid in this location to determine hydrology. The budget assumes two alternatives modeled at the 30% design stage.
- A bridge hydraulic report, risk assessment, and hydraulic memo will be completed for the bridge.
- Anticipated Permits include the Joint Application, the DNR MPARS permit, and the NPDES construction stormwater permit. We do not anticipate the MPCA 401 Water Quality Certification request being necessary.
- Bolton & Menk will complete an NHIS request on the Minnesota Conservation Explorer website and coordinate with MnDNR to be in compliance with the current Minnesota Endangered Species Statute and an assessment on the USFWS iPAC website. Based on a preliminary NHIS review it is not likely that threatened or endangered species are present within the project corridor. If any threatened and endangered species surveys are required, we can provide an additional scope and fee at that time.
- Shop drawing review and/or construction administration can be provided as an additional scope of services, if requested.

COUNTY DELIVERABLES:

- Itasca County, if needed, will complete any environmental documents (project memo, catex, etc.)
- Itasca County will pay all administrative fees associated with permits (NPDES, MPARS). If desired, Bolton & Menk can pay and be reimbursed as an additional expense.
- Itasca County will provide a preferred detour route for implementation into project plans.

- Itasca County will complete any utility coordination needs based off the consultant completed plans.
- Itasca County will complete project specifications (with the exception of Division SB).
- Itasca County will complete all landowner coordination and complete all components of the R/W acquisition process (if needed).

PROPOSED SCHEDULE

The general project schedule as outlined by task is listed below. Our firm has completed numerous bridge projects of similar scope in an approximate delivery schedule of 1-year, and we anticipate this project to be similar (as shown in the schedule below). We can negotiate and modify the schedule as requested by Itasca County:

Primary Task Elements

Project Management	On-Going
Topographic Survey / Data Collection	October 2024
Wetland Delineation	October 2024
Geotechnical/Asbestos & Regulated Waste Evaluation	October - November 2024
Hydraulics Analysis & Design	May 2025
Preliminary Bridge/Roadway Plans	May - July 2025
Permitting Complete	September 2025
Final Bridge/Roadway Plans	August - December 2025
Construction	2027

Final plans and specifications will be submitted to Itasca County on or before December 31, 2025.

PROPOSED FEES

The total estimated not to exceed hourly fee for the prescribed scope is shown below. Any work required outside of this scope shall be authorized by the County prior to furnishing additional services. A detailed hourly estimate is also attached for reference.

Primary Task Elements

Project Management	\$ 8,578
Topographic Survey	\$ 8,443
Wetland Delineation & Permitting	\$ 10,509
Hydraulics Engineering	\$ 5,343
Preliminary Design & Plan Development	\$ 13,770
Final Design & Plan Development	\$ 28,424

Expenses:

Equipment Rental (Survey Boat)	\$ 250
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<u>Subtotal</u>	<u>\$ 69,964</u>
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Subconsultant Work - Twin Ports Testing

Geotechnical Investigation & Recommendations	\$ 16,200
Asbestos & Regulated Waste Material Testing	\$ 2,600

<u>Subtotal</u>	<u>\$ 18,800</u>
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<u>TOTAL ESTIMATED PROJECT COST</u>	<u>\$88,764</u>
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Out of scope services will be estimated, negotiated and provided at standard hourly rates. Additional services will utilize our corporate rate structure as shown after the detailed fee estimate.

Please contact me directly at 612-205-5160 or james.archer@bolton-menk.com if you wish to discuss the content of this proposal. We look forward to providing these professional engineering services to you on this project and appreciate your consideration of Bolton & Menk, Inc.

Sincerely,

Bolton & Menk, Inc.



James Archer, P.E.

Principal Structural Engineer

Engineering Design Services
Itasca County, MN



Itasca County
Minnesota

PROJECT: Bridge 92970
PROJECT NO.:
SERVICE DESCRIPTION: Bridge Replacement
DATE: September 10, 2024
PREPARED BY: Jim Archer

COST PRICE ANALYSIS WORKSHEET

PROPOSAL / BUDGET		Project Manager	Senior Structural Engineer	Water Resources Engineer	Project Engineer	Natural Resource Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Total	TOTAL LABOR COST
STAFF CLASSIFICATION =====>		Manager	Engineer	Engineer	Engineer	Specialist	Surveyor	Crew	Clerical		
CHARGE RATES =====>		\$241.00	\$176.00	\$161.00	\$151.00	\$144.00	\$169.00	\$201.00	\$109.00		
Line No.	Tasks	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	
	Task 1: Project Management	Archer	Pelikan	Nahkala	Doherty	Bloomquist	Barsness	Tish			
1	Kick-Off Meeting / Agency Coordination (3 Meetings)	6	2	2						10	\$2,120.00
2	Obtain County Data & Survey Information	2			4					6	\$1,086.00
3	Project & Subconsultant Management	16		4					8	28	\$5,372.00
	Task 1: Project Management	24	2	6	4	0	0	0	8	44	\$8,578.00
	Task 2: Topographic Survey										
1	Topographic Survey Collection			2	4			32		38	\$7,358.00
2	Survey Basemap				6		1			7	\$1,075.00
	Task 2: Topographic Survey	0	0	2	10	0	1	32	0	45	\$8,433.00
	Task 3: Wetland Delineation & Permitting										
1	Level II Wetland Delineation (Report, Type, Boundary Application)			1		20				21	\$3,041.00
2	MPARS Permit			8	1	8				17	\$2,591.00
3	Aquatic Resource Impact Permitting				2	12				14	\$2,030.00
4	WCA/Corps Permit				2	10				12	\$1,742.00
5	Threatened and Endangered Species Coordination					2				2	\$288.00
6	Agency Coordination Meetings as Necessary (Assumes 2 Meetings)	1				4				5	\$817.00
	Task 3: Wetland Delineation & Permitting	1	0	9	5	56	0	0	0	71	\$10,509.00
	Task 4: Hydraulics Engineering										
1	Hydraulics Data Collection			3						3	\$483.00
2	Prelim Hydraulics			12	3					15	\$2,385.00
3	Prelim Plan Development			4						4	\$644.00
4	Risk Assessment, Report, Hydraulic Letter			6	2					8	\$1,268.00
5	Agency Coordination	1		2						3	\$563.00
	Task 4: Hydraulics Engineering	1	0	27	5	0	0	0	0	33	\$5,343.00
	Task 5: Preliminary Design & Plan Development										
1	Bridge Type Study	1			6					7	\$1,147.00
2	Develop Preliminary Cost Estimates				6					6	\$906.00
3	State Aid Bridge Submittal & Comment Resolution Log				4					4	\$604.00
4	Roadway Typical Section & Quantities				24					24	\$3,624.00
5	Roadway Plan & Profile				24					24	\$3,624.00
6	Preliminary Plan Development - 30% Submittal	1			24					25	\$3,865.00
	Task 5: Preliminary Design & Plan Development	2	0	0	88	0	0	0	0	90	\$13,770.00
	Task 6: Final Plan Development										
1	60% Plan Submittal - Itasca County Review	1			32					33	\$5,073.00
2	Final Plan Development - 90% Submittal & State Aid Checklist	1			48					49	\$7,489.00
3	Close Out Comment Log				4					4	\$604.00
4	Final Engineer's Estimate				2					2	\$302.00
5	AASHTOWare Load Rating & File Submission		26		4					30	\$5,180.00
6	SWPPP			8						8	\$1,288.00
7	Erosion Control			4	4					8	\$1,248.00
8	Traffic Control / Detour Plan				8					8	\$1,208.00
9	Miscellaneous Details				4					4	\$604.00
10	Division SB Specifications (Bridge)		4		4				2	10	\$1,526.00
11	Signed Plans & Electronic Staking Files - 100% Submittal		16		4					20	\$3,420.00
12	Project Close Out	2								2	\$482.00
	Task 6: Final Plan Development	2	46	12	114	0	0	0	2	176	\$28,424.00
	Expenses										
1	Equipment (boat if necessary for hydraulic survey)									LUMP SUM	\$250.00
2	Geotechnical Investigation & Recommendations (Braun Intertec)									LUMP SUM	\$16,200.00
3	Asbestos / Regulated Waste & Material Testing (Braun Intertec)									LUMP SUM	\$2,600.00
	Expenses										\$19,050.00
	Optional Tasks, as requested										
1	Environmental Documentation (Project Memo, CATEx)									TBD	TBD
2	Construction Observation & Administration									TBD	TBD
3	Shop Drawing Review & Construction Support									TBD	TBD
	Optional Tasks, as requested	0	0	0	0	0	0	0	0	0	TBD
	TOTAL ESTIMATED CONTRACT AMOUNT	29	48	29	221	56	1	32	10	426	\$88,764.00
	% OF TOTAL HOURS	6.8%	11.3%	6.8%	51.9%	13.1%	0.2%	7.5%	2.3%	100.0%	

GENERAL CONDITIONS

ARTICLE 11 TERMS OF AGREEMENT

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

ARTICLE 12 GOVERNING LAW

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

ARTICLE 13 TERMS OF GENERAL CONDITION

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

ARTICLE 14 TERMS OF PAYMENT

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

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

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

ARTICLE 15 PROCEDURES FOR PAYMENT

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

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

ARTICLE 16 CONDITIONS OF PAYMENT

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

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

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

ARTICLE 17 CONSULTANT'S KEY PERSONNEL

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

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

ARTICLE 18 ASSIGNMENT

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

ARTICLE 19 SUBCONTRACTS

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

ARTICLE 20 AMENDMENTS, CHANGE ORDERS, MERGER, AND COUNTERPARTS

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

ARTICLE 21 AFFIRMATIVE ACTION

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

ARTICLE 22 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

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

ARTICLE 23 AUDITS AND INSPECTIONS

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

ARTICLE 24 DATA PRACTICES AND INTELLECTUAL PROPERTY

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

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

ARTICLE 25 LIABILITY

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

ARTICLE 26 WORKER'S COMPENSATION

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

ARTICLE 27 INSURANCE

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

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

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

Name COUNTY as an Additional Insured

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

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

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

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

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

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

ARTICLE 28 DELIVERABLE STANDARDS

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

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

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

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

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

ARTICLE 29 PRINTING, PAPER STOCK, AND INK REQUIREMENTS

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

ARTICLE 30 ANTITRUST

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

ARTICLE 31 PUBLICITY

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

ARTICLE 32 OFFICIALS NOT TO BENEFIT

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

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

ARTICLE 33 CANCELLATION

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

ARTICLE 34 ERRORS OR OMISSIONS

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

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

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

resulting therefrom.

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

ARTICLE 35 QUALITY ASSURANCE AND QUALITY CONTROL

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

ARTICLE 36 DISPUTES

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

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

ARTICLE 37 FEDERAL CLAUSES

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

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

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

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-101

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 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3562

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.

Congratulations to Denise Cleveland, who has accepted the Human Services Support Specialist position with the HHS Department which was effective September 15, 2024.

Welcome to new employee, BillieJo Sampson, Assessor/Appraiser 1 with the Assessor Department, which was effective September 16, 2024.

Welcome to new employee, Julie Christensen, Eligibility Specialist with the Health and Human Services Department, which was effective September 16, 2024.

Welcome to new employee, Joan Wass, Custodian with the Administrative Services Department, which was effective September 16, 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 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-125

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 27, 2024, in the amount of \$2,187,250.85.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-138

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for September 2024, in the amount of \$1,627,428.70.

BACKGROUND:

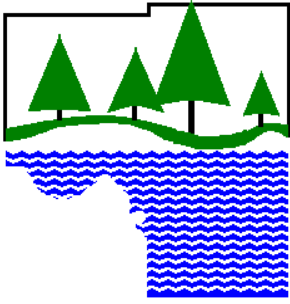
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - September 2024

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

September 2024

Income Maint/Admin Payments	\$ 233,618.57
Social Services - Waivers	\$ 8,999.09
Social Services - Non-Waivers	\$ 884,736.40
Foster Care/Out of Home/FamilySupport	\$ 471,425.74
Relative Custody/Preventive Placement Costs/Incidentals	\$ 18,276.87
Public Health	\$ 9,844.99
Community Health Board	\$ 527.04
Total	\$ 1,627,428.70

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

September 2024
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2024	Actual 2023	Actual 2022	Actual 2021 (COVID Yr)	Actual 2020
January	358,655.03	481,711.66	433,150.76	375,450.87	459,792.92
February	392,553.96	553,117.21	348,631.48	276,036.33	591,619.05
March	406,513.25	549,963.91	390,198.68	470,336.10	503,054.15
April	490,023.47	519,051.04	552,814.60	327,746.28	447,083.94
May	499,374.53	438,535.58	487,698.28	435,540.15	533,038.47
June	358,348.53	563,762.89	585,853.92	453,742.31	382,221.73
July	424,373.46	429,881.33	400,212.87	295,647.79	361,553.69
August	381,991.86	482,732.73	484,467.08	406,809.83	324,126.58
September	471,425.74	397,517.32	499,454.00	351,501.34	388,223.65
October		445,148.34	596,946.77	253,884.89	482,584.01
November		510,070.44	361,433.79	424,163.31	397,425.90
December		383,715.02	510,726.16	280,089.95	351,799.88
Total	3,783,259.83	5,755,207.47	5,651,588.39	4,350,949.15	5,222,523.97

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	49	24	49%	8	33%
February	35	17	49%	11	65%
March	38	14	37%	0	0%
April	40	15	38%	10	67%
May	36	20	56%	11	55%
June	38	13	34%	6	46%
July	27	13	48%	7	54%
August	42	11	26%	6	55%
September	45	18	40%	3	17%
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	350	145	41%	62	43%
	average			average	
2023	510	275	56%	84	32%
2022	605	300	50%	96	33%
2021 (COVID Yr)	522	343	67%	95	28%
2020	573	326	56%	97	33%

September 2024
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
North Homes	-	\$175 - \$429/day	\$ 80,723
Northwestern MN Juvenile	-	\$260-\$372/day	\$ 72,850
The Bridge Residential Facility	-	\$250/day	\$ 72,659
Nexus	-	\$525/day	\$ 53,409
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ 26,279
Snyders/Foundation for Life	-	\$122/day	\$ 24,800
Northstar	-	\$128/day	\$ 12,400
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ 11,191
Northwood	-	\$294-\$331/day	\$ 8,295
Lutheran Social Services	-	\$148-\$194/day	\$ 4,680
Dungarvin	-		\$ 2,394
Village Ranch	-	\$175 - \$231/day	\$ 1,224
180 Degrees Inc	-		\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Crow Wing Community Serv	-	\$295/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Go Forward Group Home	-	\$245/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
Lighthouse	-	\$128/day	\$ -
Little Sand Group Home	-	\$366/day	\$ -
MCF - Redwing	-	\$260/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$269/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Volunteers of America	-		\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 99,523
Total			\$ 470,426

*Individuals : Includes Foster Care & Family Support Programs

September 2024
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	7,263.05	410.02	10,147.20	23,958.48	16,943.96	5,869.85	64,592.56
Feb	-	6,396.26	10,485.44	19,965.40	-	6,478.07	43,325.17
Mar	12,082.25	3,280.16	-	855.66	20,692.67	7,986.16	44,896.90
Apr	23,006.50	25,143.79	20,784.79	53,820.84	20,197.12	9,047.59	152,000.63
May	9,045.02	35,584.59	21,664.15	64,522.30	11,146.98	12,451.85	154,414.89
Jun	-	-	-	-	-	-	-
Jul	5,072.10	2,125.52	11,009.65	40,187.47	-	9,542.84	67,937.58
Aug	7,790.16	7,439.32	12,638.16	35,753.70	-	-	63,621.34
Sep	-	23,580.15	22,019.30	25,187.01	-	9,936.36	80,722.82
Oct							-
Nov							-
Dec							-
	64,259.08	103,959.81	108,748.69	264,250.86	68,980.73	61,312.72	671,511.89

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		32,457.27	9,570.00	17,100.00	6,939.57		66,066.84
Feb		31,820.43	20,860.00	9,240.00	19,431.57		81,352.00
Mar		27,851.25	18,774.00	16,016.00	20,757.78		83,399.03
Apr		39,352.00	15,112.00	11,704.00	16,779.87		82,947.87
May		11,400.00	30,780.00	11,131.77	28,080.53		81,392.30
Jun		16,280.00	10,430.00	19,712.00	31,441.69		77,863.69
Jul		23,976.00	12,218.00	12,916.00	19,516.03		68,626.03
Aug		27,635.00	19,668.00	13,255.99	6,999.53		67,558.52
Sep		37,666.05	15,496.00	11,088.00	8,599.53		72,849.58
Oct							-
Nov							-
Dec							-
	-	248,438.00	152,908.00	122,163.76	158,546.10	-	682,055.86



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-148

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Q1 2024 Compliance Program Report
2. Q2 2024 Compliance Program Report

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 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-382

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Commissioner Appointments

BOARD ACTION REQUESTED:

Discuss the appointments of Commissioner Ives on various Itasca County Committees, Commissions, and Boards.

BACKGROUND:

Due to the passing of Commissioner Ives, there are a number of appointments that are now vacant until a replacement is appointed. The attached list shows these appointments, as well as their dates of term.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Current List - Commissioner Ives
2. AMC & AMC District II HHS Policy Cmte
3. ACA
4. Classification Committee
5. Contract Negotiation Team
6. APPT CHANGE Finance Committee
7. APPT CHANGE GR IC Coop Cmte
8. APPT CHANGE Intergovernmental Affairs Committee
9. MHB
10. APPT Change NE MN Office of Job Training
11. NE MN HOME Consortium
12. Nursing Home Board
13. Risk Management Commission
14. Tri-County CHB
15. Wastewater Management District

It was the consensus of the County Board to appoint Commissioner Smith to the Finance Committee, Commissioner Venema to the Grand Rapids/Itasca County Cooperating Committee, Commissioner

Johnson to the Intergovernmental Affairs Committee, and Commissioner Snyder to the NE MN Office of Job Training for the remainder of Commissioner Ives' appointed terms.

Committees/Commissions/Boards - Commissioner Ives

Friday, September 13, 2024

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
AMC District II Health & Human Services Policy Committee								
		Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024
Arrowhead Counties Association (ACA)								
	Alternate	Burl	Ives			One-Year	1 /1 /2024	12/31/2024
Association of Minnesota Counties (AMC)								
	Full Board	Burl	Ives			One-Year	1 /1 /2024	12/31/2024
Classification Committee - Ownership Management of Lands								
	Full Board	Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024
Contract Negotiation Team								
		Burl	Ives			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2024
Finance Committee								
		Burl	Ives			One-Year	7 /9 /2024	12/31/2024
Grand Rapids/Itasca County Cooperating Committee								
	#3 Commissioner	Burl	Ives			Indefinite, as long as elected	1 /23/2024	Elected Term 12/31/2024
Intergovernmental Affairs Committee								
		Burl	Ives			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2024
Mississippi Headwaters Board								
	2nd Alternate	Burl	Ives			Two-Year	1 /1 /2023	12/31/2024

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
NE MN Office of Job Training								
		Burl	Ives			One-Year	1 /1 /2024	12/31/2024
Northeast Minnesota HOME Consortium Joint Powers Board								
	Alternate	Burl	Ives			Indefinite, as long as elected	3 /12/2024	Elected Term 12/31/2024
Nursing Home Board								
	Full Board	Burl	Ives			Eligible Term	1 /1 /2021	Eligible Term 12/31/2024
Regional Railroad Authority								
	Full Board	Burl	Ives			One-Year	1 /1 /2024	12/31/2024
Risk Management Commission								
	Alternate	Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024
Tri-County Community Health Board								
	Alternate	Burl	Ives			Three-Year	1 /1 /2022	12/31/2024
Wastewater Management District								
	Full Board	Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024

From: [Amanda Schultz](#)
To: ["eckenbergn@stlouiscountymn.gov"](mailto:eckenbergn@stlouiscountymn.gov)
Subject: RE: Notice
Date: Thursday, September 26, 2024 10:38:00 AM

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Arrowhead Counties Association (ACA) remain vacant, as it is an alternate appointment. This appointment was set to expire December 31, 2024, so I anticipate that I will be in touch with you again once they meet in December to consider their yearly appointments. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

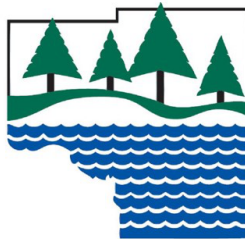
From: Amanda Schultz
Sent: Friday, September 20, 2024 1:23 PM
To: eckenbergn@stlouiscountymn.gov
Subject: Notice

This is to notify you of the passing of Itasca County Commissioner Burl Ives. As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Arrowhead Counties Association (ACA). The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: [Kory Cease](#)
Subject: RE: Appointment Info for Classification Committee
Date: Thursday, September 26, 2024 10:23:00 AM

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Classification Committee remain vacant, as all other Commissioners are already appointed to this committee. As Commissioner Ives was up for re-election and this appointment was related to his elected term, we will see what November's election brings. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

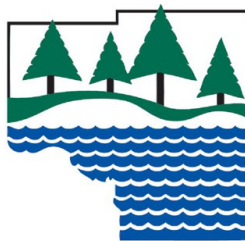
From: Amanda Schultz
Sent: Friday, September 20, 2024 1:30 PM
To: Kory Cease <Kory.Cease@CO.ITASCA.mn.us>
Subject: Appointment Info for Classification Committee

As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Classification Committee. The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. While I don't anticipate that they will name a temporary replacement for this committee, I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: [Brett Skyles](#); [Janet Borth](#)
Subject: RE: Contract Negotiation Team
Date: Thursday, September 26, 2024 10:49:00 AM

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Contract Negotiation Team remain vacant. As Commissioner Ives was up for re-election and this appointment was related to his elected term, we will see what November's election brings. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

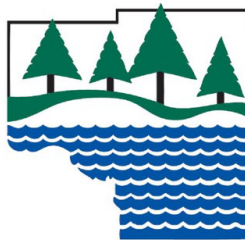
From: Amanda Schultz
Sent: Friday, September 20, 2024 1:35 PM
To: Brett Skyles <Brett.Skyles@CO.ITASCA.mn.us>; Janet Borth <Janet.Borth@co.itasca.mn.us>
Subject: Contract Negotiation Team

As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Contract Negotiation Team. The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: [Tim Terrill](#)
Subject: RE: Notice
Date: Thursday, September 26, 2024 10:40:00 AM

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Mississippi Headwaters Board (MHB) remain vacant, as it is a second alternate appointment. This appointment was set to expire December 31, 2024, so I anticipate that I will be in touch with you again once they meet in December to consider their yearly appointments. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

From: Tim Terrill <Timt@mississippiheadwaters.org>
Sent: Sunday, September 22, 2024 8:21 AM
To: Amanda Schultz <Amanda.Schultz@CO.ITASCA.mn.us>
Subject: RE: Notice

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.

Hi Amanda,

So sorry to hear about this loss to Itasca County.

FYI- Cory Smith was our primary appointment to the MHB, and maybe Commissioner Ives was the secondary appointment in case Commissioner Smith couldn't attend.

Best,

Tim

From: Amanda Schultz <Amanda.Schultz@CO.ITASCA.mn.us>
Sent: Friday, September 20, 2024 1:24 PM
To: Tim Terrill (timt@mississippiheadwaters.org) <timt@mississippiheadwaters.org>
Subject: Notice

This is to notify you of the passing of Itasca County Commissioner Burl Ives. As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Mississippi Headwaters Board. The Itasca County Board will be reviewing Commissioner

Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

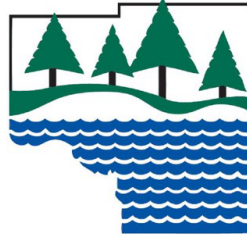
Itasca County

Administrative Services Department

123 NE 4th Street; Suite 103

Grand Rapids, MN 55744-2600

Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: ["Bradley Gustafson"](#)
Subject: RE: Notice
Date: Thursday, September 26, 2024 10:43:00 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the NE MN HOME Consortium Joint Powers Board remain vacant, as it is an alternate appointment. As Commissioner Ives was up for re-election and this appointment was related to his elected term, we will see what November's election brings. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

From: Bradley Gustafson <GustafsonB@StLouisCountyMN.gov>
Sent: Friday, September 20, 2024 2:40 PM
To: Amanda Schultz <Amanda.Schultz@CO.ITASCA.mn.us>
Subject: RE: Notice

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.

Thank you for the message. I'm sorry to hear of Burl's passing.



Brad Gustafson, Community Development Manager
Economic and Community Development

Office: 218-742-9563 **Toll Free:** 1-800-450-9777, Ext. 7563 **Fax:** 218-749-7194

St. Louis County Government Services Center, 201 South 3rd Ave W, Virginia, MN 55792

gustafsonb@stlouiscountymn.gov

www.stlouiscountymn.gov

[Community Development Website](#) | [Subscribe to Community Development News](#)



From: Amanda Schultz <Amanda.Schultz@CO.ITASCA.mn.us>
Sent: Friday, September 20, 2024 1:25 PM
To: Bradley Gustafson <GustafsonB@StLouisCountyMN.gov>

Subject: Notice

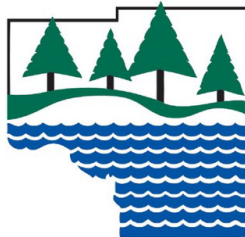
WARNING: External email. Please verify sender before opening attachments or clicking on links.

This is to notify you of the passing of Itasca County Commissioner Burl Ives. As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Northeast Minnesota HOME Consortium Joint Powers Board. The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: [Maggie Oliverius](#)
Subject: RE: Notice
Date: Thursday, September 26, 2024 10:26:00 AM

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Nursing Home Board remain vacant, as all Commissioners are already appointed to this board. As Commissioner Ives was up for re-election and this appointment was related to his eligible (elected) term, we will see what November's election brings. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

From: Amanda Schultz
Sent: Friday, September 20, 2024 1:31 PM
To: Maggie Oliverius <Maggie.Oliverius@fairview.org>
Subject: Notice

This is to notify you of the passing of Itasca County Commissioner Burl Ives. As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Nursing Home Board. The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. While I don't anticipate that they will name a temporary replacement for this committee, I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: [Duane Dockter](#)
Subject: RE: Appointment Info for Risk Management Commission
Date: Thursday, September 26, 2024 10:47:00 AM

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Risk Management Commission remain vacant, as it is an alternate appointment. As Commissioner Ives was up for re-election and this appointment was related to his elected term, we will see what November's election brings. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

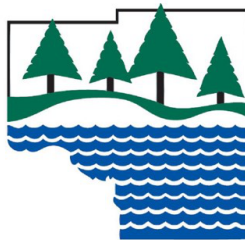
From: Amanda Schultz
Sent: Friday, September 20, 2024 1:37 PM
To: Duane Dockter <Duane.Dockter@co.itasca.mn.us>
Subject: Appointment Info for Risk Management Commission

As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Risk Management Commission. The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: [Naesa Myers](#)
Subject: RE: Tri-County Community Health Board
Date: Thursday, September 26, 2024 10:45:00 AM
Attachments: [image001.png](#)

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Tri-County Community Health Board remain vacant, as it is an alternate appointment. This appointment was set to expire December 31, 2024, so I anticipate that I will be in touch with you again once they meet in December to consider their yearly appointments. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

From: Amanda Schultz <Amanda.Schultz@CO.ITASCA.mn.us>
Sent: Friday, September 20, 2024 1:58 PM
To: Naesa Myers <naesa.myers@CO.ITASCA.mn.us>
Subject: RE: Tri-County Community Health Board

Cory is the Delegate appointment from the Board and Burl was the Alternate.

From: Naesa Myers <naesa.myers@CO.ITASCA.mn.us>
Sent: Friday, September 20, 2024 1:56 PM
To: Amanda Schultz <Amanda.Schultz@CO.ITASCA.mn.us>
Subject: RE: Tri-County Community Health Board

I was told that Cory Smith was the rep for the CHB. We have talked a few times in regards to being on this committee, although Cory has yet to attend one of these meetings.

Naesa Myers, RN, PHN
Itasca County Public Health Division Manager
1209 SE 2nd Ave
Grand Rapids, MN 55744
218-327-6144
naesa.myers@co.itasca.mn.us



Public Health
Prevent. Promote. Protect.

“Start where you are, use what you have, do what you can” Arthur Ashe

Upcoming out of office dates: September 27, October 27-31 (APHA in MLPS)

From: Amanda Schultz <Amanda.Schultz@CO.ITASCA.mn.us>

Sent: Friday, September 20, 2024 1:38 PM

To: Naesa Myers <naesa.myers@CO.ITASCA.mn.us>

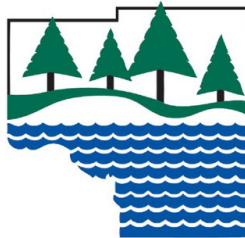
Subject: Tri-County Community Health Board

As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Tri-County Community Health Board. The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362



From: [Amanda Schultz](#)
To: [Katie Benes](#)
Subject: RE: Appointment Info for the Wastewater Management District
Date: Thursday, September 26, 2024 10:28:00 AM

The Itasca County Board of Commissioners met on Tuesday, September 24, 2024 in a Regular Session. One of their items was to review Commissioner Appointments due to the passing of Commissioner Burl Ives. It was the consensus of the County Board that Commissioner Ives' appointment to the Wastewater Management District remain vacant, as all Commissioners are already appointed to this board. As Commissioner Ives was up for re-election and this appointment was related to his elected term, we will see what November's election brings. Until then, please feel free to reach out if you have any questions or concerns. Thank you!

From: Amanda Schultz
Sent: Friday, September 20, 2024 1:33 PM
To: Katie Benes <Katie.Benes@co.itasca.mn.us>
Subject: Appointment Info for the Wastewater Management District

As a County Commissioner, Mr. Ives served on various committees, commissions, and boards including the Wastewater Management District. The Itasca County Board will be reviewing Commissioner Ives' current appointments at their upcoming County Board Regular Session scheduled for Tuesday, September 24, 2024 to consider filling the vacancy this creates on your committee, commission, or board. While I don't anticipate that they will name a temporary replacement for this committee due to the appointments being that of the County Commissioners, I will be in touch following this meeting. Please feel free to reach out if you have any questions or concerns. Thank you!

Amanda Schultz

Deputy Clerk of the County Board

Itasca County
Administrative Services Department
123 NE 4th Street; Suite 103
Grand Rapids, MN 55744-2600
Direct: (218) 327-7362





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-389

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

2025 Proposed Levy

BOARD ACTION REQUESTED:

Adopt the proposed tax levy for 2025 as \$43,557,747, a 2.98% increase over 2024; adopt the proposed unorganized fire levy as 4.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 10% of net tax capacity; and schedule a public meeting on Tuesday, December 10, 2024 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

BACKGROUND:

The meeting may be part of a regularly scheduled meeting but must occur after 6:00PM. (MS 275.065 Subd1, 1d).

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 24, 2024

REQUEST FOR BOARD ACTION: RBA-2024-388

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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