



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 22, 2024

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	2:30 PM
	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 (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, October 15, 2024 County Board Work Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, 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. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1058210 with the State of Minnesota for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport in the amount of \$12,460 and authorizes necessary signatures.
2. Appoint Kim Clark to the vacant Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective October 22, 2024, with an expiration date of December 31, 2025.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grand Rapids Orthodontics.
4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Port City Dental dba West Range Dental effective 11/22/2024.
5. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and sale shall commence at 10:00 AM on Wednesday, December 11, 2024, at Cohasset Community Center.
6. Approve tentative sponsorship of the proposed Effie Connection ATV Trail.
7. Approve service contract with Widseth in the amount of \$93,090 for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Kelly Thelen and Michelle Hipsag provided citizen input to raise awareness of the extremely weak sentencing practices for persons convicted of possessing, distributing, and producing child sexual abuse materials.

2. Recognition of County Employees

The following employees were recognized:

Farewell to Todd Perala, whose last day as Probation Officer-Career with the Probation Department was October 18, 2024, after 6+ years of service.

Welcome to Derekia Kuschel, the new Administrative Support for the Environmental Services Department, which was effective October 14, 2024.

Welcome to Michael Hagley, the new Assistant County Attorney with the Attorney's Office, which was effective October 14, 2024.

Welcome to Nora Trombley, a new Social Worker with the HHS Department, which was effective October 14, 2024.

Farewell to Lori Stavnes, whose last day as a Social Worker with Family Services/HHS Department was October 9, 2024, after 5+ months of service.

Farewell to David Clark, whose last day as a Highway Maintenance Worker in the Transportation Department was October 15, 2024, after 6+ years of service.

Congratulations to Brittany Garner who has accepted a transfer from Medical Support Specialist to Lead Medical Support Specialist, HHS Department, effective October 13, 2024.

Welcome to Sarah Reid, the new Administrative Support for the Recorder Department, which was effective October 14, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 23, 2024, in the amount of \$1,248,502.34.

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. Cancellation of Old Warrants/Checks

Motion To: Adopt the Resolution Re: Cancellation of Old Warrants/Checks.

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

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for October 2024, in the amount of \$1,618,178.46.

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

6. Bid Award for Runway Obstruction Removals Project

Motion To: Award contract for the Runway Obstruction Removals Project at the Bowstring Municipal Airport to the lowest responsible bidder, Foth's Top Notch Tree Service, in the amount of \$7,200, contingent on grant funding through MnDOT Aeronautics and authorize necessary signatures.

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

7. Memorandum of Agreement between Itasca County, Teamsters Local 320 and Todd Webb

Motion To: Approve proposed Memorandum of Agreement (MOA) for Work Out of Class Assignment completed by Todd Webb.

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

8. TriMin 2025-2027 Contract Ratification

Motion To: Authorize the Board Chair to sign the Ratification Agreement for the 2025-2027 TriMin contract for IFS support.

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

9. Township and City Maintenance Contracts – Billing Rates

Motion To: Approve the proposed City and Township maintenance contract for 2025/2026 billing rates of \$850/mile grading and \$950/mile snowplowing and set the rates for the 2026/2027 season at \$1,250/mile for grading and \$1,625/mile for snowplowing.

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

10. Coleraine Bovey Taconite Wastewater Commission Effluent Line Replacement

Motion To: Adopt the Resolution Re: Coleraine Bovey Taconite (CBT) Wastewater Commission Effluent Line Replacement and authorize 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

VII. COMMISSIONER COMMENTS

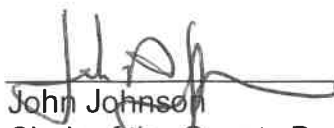
Commissioner Johnson provided comment regarding his attendance of a recent Habitat for Humanity home dedication event.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 2:53 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, October 22, 2024

RESOLUTION 2024-43

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1058210, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of October A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

RESOLUTION 2024-44

RE: CANCELLATION OF OLD WARRANTS/CHECKS

WHEREAS, pursuant to MN Statute 345.41, the Itasca County Auditor/Treasurer has submitted a list of warrants-checks three years or older and has recommended that said warrants-checks be canceled.

2024 Unclaimed Property Total: \$16,707.17

HHS

7/30/2020	\$35.00	515744	Walmart Inc, - Grand Rapids
8/3/2020	\$259.50	515786	Wilson, Kelly
8/10/2020	\$600.00	515864	Sailors, Shane
9/1/2020	\$259.50	516206	Wilson, Kelly
10/1/2020	\$259.50	516624	Martin, Kathleen
10/1/2020	\$259.50	516630	Wilson, Kelly
11/2/2020	\$259.50	517073	Martin, Kathleen
11/2/2020	\$259.50	517079	Wilson, Kelly
12/1/2020	\$259.50	517515	Wilson, Kelly
12/7/2020	\$40.04	517538	Holmbeck, David
2/23/2021	\$180.17	518731	Microsoft
3/2/2021	\$16.72	518790	Benoit, Karissa
4/14/2021	\$148.50	519422	Holl, Tammy
5/11/2021	\$7.42	520065	Winger, Irene
6/15/2021	\$28.68	520416	Foix, Jessica
Sub-Total: \$2873.03			

IMCARE

7/29/2020	\$82.84	636439	United Seating
10/07/2020	\$148.51	636874	Lab Corp of America
10/07/2020	\$10,567.24	636887	Twin Diamond Operations
2/24/2021	\$45.54	637757	Medexpress Urgent Care
5/5/21	\$38.19	638278	Inogen Inc
6/16/21	\$217.16	638629	Anesthesiology P.A.
Sub-Total: \$11,099.48			

COURTHOUSE

7/17/2020	\$5.68	190229	Thompson, William
9/25/2020	\$70.00	191047	Audiology Concepts

10/16/2020	\$260.00	191482	Wendt, Michael
10/30/2020	\$7.00	191507	Bernal, Jesse
10/30/2020	\$402.14	191686	Verizon Wireless
11/13/2020	\$88.95	191862	Turnkey Corrections
12/25/2020	\$27.00	192328	Hill, Chad
2/12/2021	\$42.00	192979	Danielson, James & Charlene
2/12/2021	\$18.16	193145	Price, Leah & Steven
2/12/2021	\$15.00	193186	Springer Family Properties LLC
2/26/2021	\$5.00	193392	Misel, Randy
3/12/2021	\$165.00	193509	Brenden, Leanne
3/12/2021	\$64.00	193597	Nelson, Erin Colleen
3/26/2021	\$21.73	193810	Salo, Megan
4/16/2021	\$32.00	193998	No Leashes LLC
4/30/2021	\$668.00	194136	Gifford, Helen
4/30/2021	\$7.00	194151	Hoopman, Ronne & Doreen
5/14/2021	\$62.00	194287	Beebe, Dennis & Kloster, Kathryn
5/14/2021	\$551.00	194343	Matosich, Richard
5/14/2021	\$13.00	194367	Puttonen, Geary & Mary
5/28/2021	\$10.00	194432	Chastan, Allen
5/28/2021	\$100.00	194482	Holets, Mark Jonathan
6/3/2021	\$100.00	194739	Ruuska, Chase William
Sub-Total: \$2734.66			

NOW THEREFORE BE IT RESOLVED, that the above listed warrants-checks are hereby canceled and if any of the above listed warrants-checks are returned, the Itasca County Board will follow the proper channels to reinstate said warrants-checks.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of October A.D. 2024.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

RESOLUTION 2024-45

**RE: COLERAINE BOVEY TACONITE (CBT) WASTEWATER COMMISSION EFFLUENT LINE
REPLACEMENT**

WHEREAS, the authorizing authority approves of the Coleraine Bovey Taconite Wastewater Commission Effluent Line Replacement project application; and

WHEREAS, the authorizing authority agrees to accept funding for the underlying project if approved by the Iron Range Resources and Rehabilitation Board.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Auditor/Treasurer, located at 123 NE 4th Street, Grand Rapids, MN 55744 be named as the fiscal agent for this grant.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of October A.D. 2024.

Administrator



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 15, 2024

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
	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 Casey Venema
SECONDER:	Commissioner Terry Snyder
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 Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the minutes of the Tuesday, October 8, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1058210 with the State of Minnesota for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport in the amount of \$12,460 and authorizes necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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2. Appoint Kim Clark to the vacant Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective October 22, 2024, with an expiration date of December 31, 2025.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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3. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and sale shall commence at 10:00 AM on Wednesday, December 11, 2024, at Cohasset Community Center.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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4. Approve tentative sponsorship of the proposed Effie Connection ATV Trail.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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5. Approve service contract with Widseth in the amount of \$93,090 for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 16, 2024, in the amount of \$2,529,599.87.

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

3. Green Space Options

County Administrator Brett Skyles provided information regarding possible options for the green space on the West side of the Government Center.

It was the consensus of the County Board to direct staff to proceed with the most recent rendering.

4. Facilities Department Position Reallocation

County Administrator Brett Skyles provided information regarding the request to approve a revised position description for a new Facilities Manager position, to authorize reallocation of the Grade 9 Facilities Management Supervisor position to the new Facilities Manager position, and to authorize Human Resources to seek a classification determination and unit clarification for the Facilities Manager position.

It was the consensus of the County Board to direct staff to proceed with seeking a classification determination and unit clarification for the Facilities Manager position, as updated.

5. Review and Approval of 2025 IMCare/DHS Contracts

Motion To: Approve the 2025 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.

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

6. Designate County Road 59 as the Mason L. Hurlbut Memorial By-Way

Motion To: Designate County Road 59 as the Mason L. Hurlbut Memorial By-Way.

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

7. Designate County Road 57 as the Jack R. Ziemer MIA/POW Memorial By-Way

Motion To: Designate County Road 57 as the Jack R. Ziemer MIA/POW Memorial By-Way.

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. COMMITTEE REPORTS

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

Commissioner Smith reported on his intention to attend the upcoming Energy Transition Town Hall meetings in the area.

Commissioner Venema reported on his attendance at recent Western Mesabi Mine Planning Board (WMMPB) and Itasca County Township Association (ICTA) meetings, as well as a meeting regarding a right-of-way encroachment.

Commissioner Johnson reported on his attendance at recent meetings regarding Assessor's Office business model and Grand Village employee insurance issue, as well as a meeting at the Blandin Foundation.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding recent grants received by the Sheriff and MIS Departments.

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the need to have final reports provided by Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA).

Commissioner Smith provided comment regarding the recent Bowstring Airport Fly-In event.

Commissioner Johnson provided comment regarding the recent opening of the Swan River Roundabout and the expected opening of the County Road 61 bridge by the end of the week. Commissioner Johnson also encouraged the public to attend a community production at the Reif Center.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Johnson adjourned the meeting at 2:56 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, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-404

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth

AGENDA ITEM:

Grant Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1058210 with the State of Minnesota for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport in the amount of \$12,460 and authorizes necessary signatures.

BACKGROUND:

This proposed grant helps fund a planning study for the Taxiway A reconstruction project and design for the reconstruction of the south half of Taxiway A at the Grand Rapids / Itasca County Airport. The total cost of the project is \$249,200. The local share for the project is 5%, for a total of \$12,460, which will be shared 50/50 with the City. The total County share is \$6,230.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. State Agreement-GPZ-A3101-103-1058210

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

RESOLUTION 2024-43

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1058210, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of October A.D. 2024.

Administrator

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A3101-103** which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit 'A' Credit Application, Exhibit 'B' Request Letter, Exhibit 'C' Cost Split.

2 Grantee's Duties

- 2.1 Grantee will complete the project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIG-Taxiway A (North) Planning Study & Taxiway A (South) Reconstruction Phase 1 – Design	90%	5%	5%

Federal Committed:	\$ 224,280.00
State:	\$ 12,460.00
Grantee:	\$ 12,460.00

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$12,460.00**.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application. Exhibit 'A', which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: **Upon completion of services.**

4.5.2 All Invoices Subject to Audit. All invoices are subject to audit, at State's discretion.

4.5.3 State's Payment Requirements. State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representatives Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) and/or **Jessica McBroom**, Grant Specialist; (jessica.mcBroom@state.mn.us), or their successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Matt Wegwerth, Director of Public Works/City Engineer
 Phone: 218-326-7625
 Email: mwegwerth@ci.grand-rapids.mn.us
 City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids, MN 55744

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

- 10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with

applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

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

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of

this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee; however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by
Minn. Stat. 16A.15 and 16C.05.

By:_____

Date:_____

SWIFT Contract #_____

SWIFT Purchase Order #_____

COMMISSIONER OF TRANSPORTATION, as delegated

By:_____

Date:_____

MnDOT CONTRACT MANAGEMENT, for form and execution

By:_____

Date:_____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant
agreement on behalf of the Grantee as required by applicable articles, bylaws,
resolutions, or ordinances.

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the County of Itasca as follows:

1. That the state of Minnesota Agreement No. 1058210,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A3101-103 at the Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Itasca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the County of Itasca as follows:

1. That the state of Minnesota Agreement No. 1058210,
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(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
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CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By

Title

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

GRAND RAPIDS - ITASCA COUNTY

AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

May 28th, 2024

RE: Grand Rapids-Itasca County Airport
FFY 2024 Grant Request

Matt Lebens, P.E.
Airport Development Engineer
Minnesota Department of Transportation
Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155

EXHIBIT B

Dear Mr. Lebens:

The City of Grand Rapids is requesting a grant from the Federal Aviation Administration (FAA) for the Grand Rapids-Itasca County Airport for Federal Fiscal Year 2024. The grant request is for a planning study for the Taxiway A (North 2,900 feet) reconstruction project and design for the reconstruction of the south half (2,800 feet) of Taxiway A. The City is requesting Bipartisan Infrastructure Law (BIL) Airport Improvement Grant (AIG) funds for this project. Associated costs with this project are as follows:

Taxiway A (North) Planning Study (SEH)	\$ 54,900.00
Taxiway A (South) Reconstruction Phase 1 – Design (SEH)	\$ 188,400.00
Independent Fee Estimate (Becher Hoppe)	\$ 3,900.00
City of Grand Rapids – Administrative Costs	\$ 2,000.00
TOTAL PROJECT COSTS:	\$ 249,200.00

The City of Grand Rapids is requesting federal FAA entitlement participation for this project at 90 percent (\$224,280), a state fund request of 5% (\$12,460) and a local share of 5% (\$12,460) for a total grant request of \$245,300.

Please contact me if you have any questions.

Sincerely,



Matt Wegwerth, PE
Public Works Director, City Engineer
City of Grand Rapids, Minnesota

EXHIBIT C

Airport:Grand Rapids/Itasca County Airport-Gordon Newstrom Field

Airport Authority:City of Grand Rapids

Ident:GPZ

State Project No.:A3101-103

Agreement No.:1058210

Federal Project No.:3-27-0037-30-24

Project Description:AIG-Taxiway A (North) Planning Study & Taxiway A (South) Reconstruction Phase 1 - Design

Version: 06/24/2024 App

Construction	Description	Total	Funding Rates				Local	
			Federal	State	Federal	State		
			\$	-	\$	-	\$	-
	CONSTRUCTION SUBTOTAL	\$	-		\$	-	\$	-
Engineering	Description	Total	Federal	State	Federal	State	Local	
	Taxiway A (North) Planning Study (SEH)	\$ 54,900.00	90.00%	5.00%	\$ 49,410.00	\$ 2,745.00	\$ 2,745.00	
	Taxiway A (South) Reconstruction Phase 1 – Design (SEH)	\$ 188,400.00	90.00%	5.00%	\$ 169,560.00	\$ 9,420.00	\$ 9,420.00	
	ENGINEERING SUBTOTAL	\$ 243,300.00			\$ 218,970.00	\$ 12,165.00	\$ 12,165.00	
Administration	Description	Total	Federal	State	Federal	State	Local	
	Independent Fee Estimate (Becher Hoppe)	\$ 3,900.00	90.00%	5.00%	\$ 3,510.00	\$ 195.00	\$ 195.00	
	City of Grand Rapids – Administrative Costs	\$ 2,000.00	90.00%	5.00%	\$ 1,800.00	\$ 100.00	\$ 100.00	
	ADMINISTRATION SUBTOTAL	\$ 5,900.00			\$ 5,310.00	\$ 295.00	\$ 295.00	
	Total (before adjustments)	\$ 249,200.00			\$ 224,280.00	\$ 12,460.00	\$ 12,460.00	
	Grant Amounts	\$ 249,200.00			\$ 224,280.00	\$ 12,460.00	\$ 12,460.00	
	Overall Share Percentages				90.00%	5.00%	5.00%	



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-407

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Housing and Redevelopment Authority Appointment

BOARD ACTION REQUESTED:

Appoint Kim Clark to the vacant Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective October 22, 2024, with an expiration date of December 31, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Recommendation to County Board 10.2024
2. Resident Commissioner Information
3. APPT Rep For HRA - K Clark

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

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



October 8, 2024

Mr. John Johnson, Chair
Itasca County Board of Commissioners
123 NE 4th Street
Grand Rapids, MN 55744

SUBJECT: Resident Board Member – Itasca County HRA Board

Dear Chair Johnson and Members of the Board:

In accordance with 24 CFR Part 964, Itasca County HRA is required to solicit board membership of not less than 1 member who is a direct recipient of our public housing or Section 8 tenant-based rental assistance program to be a “resident board member”. The regular term of appointment, in accordance with MN State Law, is five (5) years. Our current resident commissioner recently resigned her position. We are requesting that the County Board appoint a resident commissioner to the HRA Board to fill the remainder of her term, which expires December 31, 2025.

A mailing was sent to all public housing residents and those persons currently receiving rental assistance through the Section 8 Housing Choice Voucher (HCV) program. This mailing went to approximately 490 households. A subcommittee of two board members and two staff members reviewed the four letters of interest received in response to the mailing and made a recommendation to the HRA board. The Itasca County HRA Board recommends the appointment of Ms. Kim Clark, a resident of our public housing, to the Itasca County HRA Board of Commissioners to fill the “Resident Commissioner” position.

I have enclosed a one-page summary of the federal and state requirements relating to a resident board member for your reference.

I request that the County Board formally appoint Ms. Clark to the Itasca County HRA Board effective as soon as possible to fill the unexpired term. Please do not hesitate to call me at the ICHRA offices at 326-7978 ext. 111 or email me at diane@itascacountyhra.org if you have any questions or concerns.

Sincerely,

Diane R. Larson
Executive Director

cc: Amanda Schultz, Deputy Clerk to the County Board
Pat Casey, ICHRA Board Chair

CREATING AFFORDABLE HOUSING OPPORTUNITIES

PHONE: (218)326-7978
FAX: (218)326-8031

WEB: WWW.ITASCACOUNTYHRA.ORG

1115 NW 4TH STREET
GRAND RAPIDS, MN 55744



Resident Commissioner Information

Federal – related information:

- ❖ Federal register (24 CFR Part 964) “Required Resident Membership on Board of Directors or Similar Governing Body”
- ❖ Final rule effective November 22, 1999
- ❖ Requires membership on the board of each public housing agency of not less than 1 member who is directly assisted by the public housing agency
- ❖ Rule applies to any PHA that has a public housing annual contributions contract with HUD or that administers Section 8 tenant-based rental assistance.
- ❖ Small PHA exception: a) must have less than 300 public housing units b) provide reasonable (not less than 30 days) notice to the resident advisory board of the opportunity for residents to serve on the governing board c) must not be notified of the intention of any resident to participate on the governing board within a reasonable time and d) must do this process annually

State – related information:

- ❖ State of MN addressed new federal mandate in their 2000 legislative session
- ❖ State law changed – effective 8/01/00
- ❖ Previous wording of “5 members...” changed to read “five up to seven commissioners”.
- ❖ If any additional commissioners are appointed, one of the commissioners must be appointed in accordance with the requirements of 24 CFR 964.

Itasca County HRA Process:

- ❖ Memo sent to all persons 1) living in public housing and 2) participating in the Section 8 rental assistance program
- ❖ Bylaws revised to reflect new board membership
- ❖ HRA board and Executive Director review all letters of interest or nominations received
- ❖ Recommendation made to the County Board for appointment
- ❖ Actual appointment made by the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-415

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Grand Rapids Orthodontics

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grand Rapids Orthodontics.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. PPA-Grand Rapids Orthodontics
2. Provider Participation Agreement 2020 - 10.01.17

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-416

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Port City Dental dba West Range Dental

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Port City Dental dba West Range Dental effective 11/22/2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. PPA - West Range Dental - Hammer
2. PPA - West Range Dental - Rostvold
3. Provider Participation Agreement 2020 - 10.01.17

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-397

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Notice of Oral Auction of Timber

BOARD ACTION REQUESTED:

Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and sale shall commence at 10:00 AM on Wednesday, December 11, 2024, at Cohasset Community Center.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Timber Auction Notice - December 2024

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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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

NOTICE OF INTERMEDIATE AND REGULAR TIMBER AUCTION SALE

Itasca County Forest Lands are FSC Certified by
NEPCo, NC-FM/COC-001709; FSC 100%

Pursuant to the October 22, 2024, official action of the Itasca County Board of Commissioners and under the provisions of Minnesota Statute 282.04, as amended, timber on tax-forfeited land within Itasca County will be offered for sale WITHOUT the sale of land at an Intermediate and Regular Auction at **10:00 A.M. on Wednesday, December 11, 2024, at the Cohasset Community Center, Cohasset, MN.** Timber will be sold to the highest bidder at not less than the appraised value listed in the Timber Report. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Itasca County reserves the right to accept or reject any or all bids. **Prior to being able to bid on county timber auctions, eligible bidders must sign a one-time affidavit of compliance and the bidder must be listed on the Minnesota DNR Qualified Purchasers list, in good standing, as provided for in Minnesota statute 90.145.** All bidders who have not previously registered (i.e. signed Affidavit of Compliance) must register prior to 4:30 p.m. on Tuesday, December 10, 2024. Interested bidders are responsible to know and comply with all permit regulations and eligibility limits. Bidders must be 18 years and older and in good standing with Itasca County. No bidder can act in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to timber from Itasca County. No bid will be accepted from any bidder having a delinquent or uncollectible timber permit account or a pending timber trespass with a county, state, or federal agency. Violation of eligibility limits will result in loss of down payment and/or loss of privilege to purchase stumpage from Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-408

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Tentative Sponsorship for the Effie Connection ATV Trail

BOARD ACTION REQUESTED:

Approve tentative sponsorship of the proposed Effie Connection ATV Trail.

BACKGROUND:

A public informational meeting was held on September 25, 2024. A total of 16+ attendees were present at the meeting. The overall support of the project from the community and the businesses was very positive. The next step is for the club to request tentative sponsorship and enter into an agreement that outlines the duties and responsibilities of both the sponsor and the clubs upon Grant-in-Aid approval by the state. All trail proposals go to the DNR for GIA review and approval. All permits and agreements are then obtained, then the clubs request final sponsorship.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-410

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Contract Services for Squaw Lake Multi-use Recreational Trail Bridge

BOARD ACTION REQUESTED:

Approve service contract with Widseth in the amount of \$93,090 for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge and authorize necessary signatures.

BACKGROUND:

We received three proposals for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge. Widseth came in with the lowest proposal at \$93,090. We received a \$143,834 proposal from Bolten & Menk, and a \$202,250 proposal from SEH, Inc. Our department's recommendation is to enter into a contract services agreement with Widseth as the lowest proposal packet to move this project forward.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Widseth trail bridge proposal cost packet

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
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RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venena
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

**CONFIRMATION OF REQUEST
FOR
ENGINEERING SERVICES****CLIENT:** Itasca County Land Department**LOCATION:** Grand Rapids, Minnesota**SERVICE REQUESTED BY:** Sara Thompson**DATE:** August 30, 2024**PROJECT:** New Trail Bridge over channel at S Lake

DESCRIPTION OF WORK INVOLVED: Complete field topo and hydraulic survey. Prepare hydraulic analysis, bridge and trail plans and supporting documents as outlined in the attached Work Plan/Cost estimate for a new Trail Bridge over channel between Round and Natures Lakes. Bridge will parallel MnDot Bridge on TH 46. Widseth will coordinate the Geotechnical work, Geotechnical firm to invoice the County directly.

Assist County with Bidding, Contract Administration and Construction Inspection Services

ESTIMATED ENGINEERING COSTS:**WSN LABOR & EXPENSES**Bridge and Trail Plans
Bidding, CA and Inspection\$37,940.00
\$55,150.00

See attached Work Plan/Cost Estimate for breakdown of costs. Costs do not include Geotechnical Report which will be billed to County direct by provider, estimated cost is \$8500.00.

Inspection costs based on 25 days of full time Inspection; we are willing to work with County staff if they have some availability to provide inspection services. If the construction schedule requires more than 25 days of onsite inspection time extra time will be billed as an additional service.

TIME SCHEDULE FOR SERVICES: Complete signed plans by April 15, 2025, based on notice to proceed by September 15, 2024.

BILLING METHOD:☒ Hourly
☐ Percentage
☐ Lump Sum
☐ Other**BILLING SCHEDULE:**☒ Monthly
☐ Phased
☐ Upon Completion

REMARKS: Billing to be on an hourly basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH

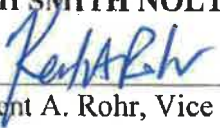
WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The CLIENT agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

APPROVED:

WIDSETH SMITH NOLTING & ASSOC INC

BY:


Kent A. Rohr, Vice President

BY: _____

DATE: _____

Widseth: Work Plan/Cost Estimate for Itasca County S Lake Ped Bridge
Cost based on replacement structure being single span prefabricated Bridge structure
30-Aug-24

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK	Design Services								Total Item Cost
		Project Engineer \$195.00 Engineer IV	Project Engineer/ Land Surveyor \$185.00 Engineer III	Project Engineer \$160.00 Engineer II	Design Engineer \$135.00 Engineer I	Engineering Technician \$150.00 Technician IV	Engineering Technician \$135.00 Technician III	Engineering Technician \$115.00 Technician II	Expenses	
4	Design Services									
1	Complete field topo and hydraulic survey		2			16		12		\$4,390.00
2	Hydraulic Analysis, Scour and Risk Assessment	4			16					\$2,840.00
3	Scoping of Alternate Designs, structure type and profile options	2				4				\$990.00
4	Coordinate Geotechnical Investigation and Report			2						\$320.00
5	Prepare Preliminary Bridge Plans	2		12		8		24		\$6,750.00
6	Construction limits, determine right-of-way needs			2		4				\$920.00
7	Prepare Trail plan to tie into existing		4			8		16		\$4,100.00
8	Final Bridge Plans	4		28		16		48		\$14,140.00
9	QA/QC review		8							\$1,480.00
10	Submit Final Plans, SP, Estimate and Rating forms	2		2		8				\$1,910.00
	Bridge Design Subtotal									\$37,940.00
11	Assemble Bid Packets	8		20						\$4,760.00
12	Assist with Bidding	4		12						\$2,700.00
13	Assist with Contract Administration	12		12					\$250.00	\$4,510.00
14	Construction Inspection					250			\$2,500.00	\$40,000.00
15	Project closeout			8		12			\$100.00	\$3,180.00
	Bidding and Construction Subtotal									\$55,150.00
	Project Total									\$83,090.00
	TOTAL HOURS	38	14	98	16	328	100	0		592
	TOTAL COST	\$7,410.00	\$2,590.00	\$15,880.00	\$2,160.00	\$48,900.00	\$13,500.00	\$0.00	\$ 2,850.00	\$93,090.00

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating
AutocAD staking and control information will be provided to the County.
Trail Tie-in costs based on 100' of grading on each side of the bridge

2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour
OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%
REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFIs are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-105

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:

1. Citizen Input Sheet and handout

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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CITIZEN INPUT SIGN-UP SHEET

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.

By signing, you agree that you have read and agree to the terms set forth above.

Michelle Kipsas

Kelly ~~Chen~~ Thelen

Prioritize Protecting MN Kids



Join us to Protect MN Kids!

- Cyber tips to the BCA have reached unthinkable rates, in 2023 there were 9000 actionable tips reported.

<https://www.kaaltv.com/news/rpd-joins-internet-crimes-against-children-task-force/>

- Please review and support HF432 Legislation from the 2023-2024 session.
- Kelly Thelen: janssenk76@gmail.com or 612-619-5453



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3564

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

Farewell to Todd Perala, whose last day as Probation Officer-Career with the Probation Department was October 18, 2024, after 6+ years of service.

Welcome to Derekia Kuschel, the new Administrative Support for the Environmental Services Department, which was effective October 14, 2024.

Welcome to Michael Hagley, the new Assistant County Attorney with the Attorney's Office, which was effective October 14, 2024.

Welcome to Nora Trombley, a new Social Worker with the HHS Department, which was effective October 14, 2024.

Farewell to Lori Stavnes, whose last day as a Social Worker with Family Services/HHS Department was October 9, 2024, after 5+ months of service.

Farewell to David Clark, whose last day as a Highway Maintenance Worker in the Transportation Department was October 15, 2024, after 6+ years of service.

Congratulations to Brittany Garner who has accepted a transfer from Medical Support Specialist to Lead Medical Support Specialist, HHS Department, effective October 13, 2024

Welcome to Sarah Reid, the new Administrative Support for the Recorder Department, which was effective October 14, 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, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-127

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 October 23, 2024, in the amount of \$1,248,502.34.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-411

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Cancellation of Old Warrants/Checks

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Cancellation of Old Warrants/Checks.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

RESOLUTION 2024-44

RE: CANCELLATION OF OLD WARRANTS/CHECKS

WHEREAS, pursuant to MN Statute 345.41, the Itasca County Auditor/Treasurer has submitted a list of warrants-checks three years or older and has recommended that said warrants-checks be canceled.

2024 Unclaimed Property Total: \$16,707.17

HHS

7/30/2020	\$35.00	515744	Walmart Inc, - Grand Rapids
8/3/2020	\$259.50	515786	Wilson, Kelly
8/10/2020	\$600.00	515864	Sailors, Shane
9/1/2020	\$259.50	516206	Wilson, Kelly
10/1/2020	\$259.50	516624	Martin, Kathleen
10/1/2020	\$259.50	516630	Wilson, Kelly
11/2/2020	\$259.50	517073	Martin, Kathleen
11/2/2020	\$259.50	517079	Wilson, Kelly
12/1/2020	\$259.50	517515	Wilson, Kelly
12/7/2020	\$40.04	517538	Holmbeck, David
2/23/2021	\$180.17	518731	Microsoft
3/2/2021	\$16.72	518790	Benoit, Karissa
4/14/2021	\$148.50	519422	Holl, Tammy
5/11/2021	\$7.42	520065	Winger, Irene
6/15/2021	\$28.68	520416	Foix, Jessica

Sub-Total: \$2873.03

IMCARE

7/29/2020	\$82.84	636439	United Seating
10/07/2020	\$148.51	636874	Lab Corp of America
10/07/2020	\$10,567.24	636887	Twin Diamond Operations
2/24/2021	\$45.54	637757	Medexpress Urgent Care
5/5/21	\$38.19	638278	Inogen Inc
6/16/21	\$217.16	638629	Anesthesiology P.A.

Sub-Total: \$11,099.48

COURTHOUSE

7/17/2020	\$5.68	190229	Thompson, William
9/25/2020	\$70.00	191047	Audiology Concepts

10/16/2020	\$260.00	191482	Wendt, Michael
10/30/2020	\$7.00	191507	Bernal, Jesse
10/30/2020	\$402.14	191686	Verizon Wireless
11/13/2020	\$88.95	191862	Turnkey Corrections
12/25/2020	\$27.00	192328	Hill, Chad
2/12/2021	\$42.00	192979	Danielson, James & Charlene
2/12/2021	\$18.16	193145	Price, Leah & Steven
2/12/2021	\$15.00	193186	Springer Family Properties LLC
2/26/2021	\$5.00	193392	Misel, Randy
3/12/2021	\$165.00	193509	Brenden, Leanne
3/12/2021	\$64.00	193597	Nelson, Erin Colleen
3/26/2021	\$21.73	193810	Salo, Megan
4/16/2021	\$32.00	193998	No Leashes LLC
4/30/2021	\$668.00	194136	Gifford, Helen
4/30/2021	\$7.00	194151	Hoopman, Ronne & Doreen
5/14/2021	\$62.00	194287	Beebe, Dennis & Kloster, Kathryn
5/14/2021	\$551.00	194343	Matosich, Richard
5/14/2021	\$13.00	194367	Puttonen, Geary & Mary
5/28/2021	\$10.00	194432	Chastan, Allen
5/28/2021	\$100.00	194482	Holets, Mark Jonathan
6/3/2021	\$100.00	194739	Ruuska, Chase William
Sub-Total: \$2734.66			

NOW THEREFORE BE IT RESOLVED, that the above listed warrants-checks are hereby canceled and if any of the above listed warrants-checks are returned, the Itasca County Board will follow the proper channels to reinstate said warrants-checks.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of October A.D. 2024.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-139

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 October 2024, in the amount of \$1,618,178.46.

BACKGROUND:

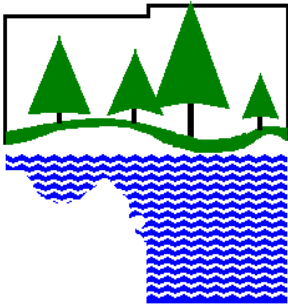
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. October 2024 Board Report

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



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

October 2024

Income Maint/Admin Payments	\$ 547,328.76
Social Services - Waivers	\$ 8,300.14
Social Services - Non-Waivers	\$ 370,568.25
Foster Care/Out of Home/FamilySupport	\$ 465,927.89
Relative Custody/Preventive Placement Costs/Incidentals	\$ 59,649.13
Public Health	\$ 34,173.57
Community Health Board	\$ 132,230.72
Total	\$ 1,618,178.46

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.

October 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	465,927.89	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	4,249,187.72	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	32	14	44%	3	21%
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	382	159	42%	65	41%
	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%

October 2024
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
North Homes	-	\$175 - \$429/day	\$ 123,637
The Bridge Residential Facility	-	\$250/day	\$ 61,240
Northwestern MN Juvenile	-	\$260-\$372/day	\$ 60,720
Nexus	-	\$525/day	\$ 57,426
Snyders/Foundation for Life	-	\$122/day	\$ 23,800
Northstar	-	\$128/day	\$ 12,000
Village Ranch	-	\$175 - \$231/day	\$ 8,812
Northwood	-	\$294-\$331/day	\$ 8,027
Lutheran Social Services	-	\$148-\$194/day	\$ 7,188
Dungarvin	-		\$ 1,056
180 Degrees Inc	-		\$ -
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
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	\$ -
Kidspace 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	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/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	\$ 102,022
Total			\$ 465,927

*Individuals : Includes Foster Care & Family Support Programs

October 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	11,006.82	43,730.46	23,795.05	41,883.21	-	3,221.10	123,636.64
Nov							-
Dec							-
	75,265.90	147,690.27	132,543.74	306,134.07	68,980.73	64,533.82	795,148.53

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		39,140.00	8,344.00	4,928.00	8,308.03		60,720.03
Nov							-
Dec							-
	-	287,578.00	161,252.00	127,091.76	166,854.13	-	742,775.89



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-417

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Jerry Bolin

AGENDA ITEM:

Bid Award for Runway Obstruction Removals Project

BOARD ACTION REQUESTED:

Award contract for the Runway Obstruction Removals Project at the Bowstring Municipal Airport to the lowest responsible bidder, Foth's Top Notch Tree Service, in the amount of \$7,200, contingent on grant funding through MnDOT Aeronautics and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bowstring Municipal Airport - Obstruction Removal Letter of Recommendation 10.15.2024

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



October 15th, 2024

Mr. Brett Skyles
County Administrator
Itasca County
123 4th Street NE
Grand Rapids, MN 55744

Re: Bowstring Municipal Airport
2024 Obstruction Removal Project
State Project No: SP A3115-11-9Y0
Quote Award Recommendation

Dear Mr. Skyles,

Quotes for the Bowstring Municipal Airport 2024 Obstruction Removal Project were solicited. Eleven (11) contractors were contacted, and a total of two (2) quotes were submitted. The quotes received are summarized below:

Contractor Name/Company	Total Amount
Foth's Top Notch Tree Service	\$7,200.00
Powell Excavating	\$12,800.00

The Contractor with the lowest quote was Foth's Top Notch Tree Service for a total of \$7,200.00. I have discussed the project with Foth's Top Notch Tree Service, and they feel confident in their quote and understanding of the project.

Please contact our office if you have any questions.

Sincerely,
Karvakko Engineering, Inc.

A handwritten signature in blue ink that reads 'Jerry R. Bolin'.

Jerry R. Bolin, P.E.
Civil Engineer

Attachments:
Foth's Top Notch Tree Service Quote
Powell Excavating Quote
Bowstring Municipal Airport – Obstruction Removals Plan Set

Foth's Top Notch Tree Service

PO Box 151 Bigfork, MN 56628
Bigfork, MN 56628
218-910-4334

Quotation

Date: 09/27/2024
Quote No: #1075
Valid for: 15 days

Billed to

Bowstring Airport
Bowstring MN

Ship to (if different)

Description	Unit cost	Qty/Hr rate	Amount
Tree cutting and cleanup All debris removal and raked	16	450.00	7,200.00
Special notes and instructions		SUBTOTAL	\$7,200.00
Terms: Net 30 days		(TAX RATE)	7.88%
		TAX	\$0,00
		TOTAL QUOTE	\$7,200

Thank you for your business!

Should you have any enquiries concerning this invoice, please contact us.



Jeff Powell Excavating LLC

PO Box 14

Effie, MN 56639

Jeff Powell – 218-244-9276

License #L3478

jeff@powellexcavating.com

www.powellexcavating.com

DUNS 127775067



10/14/2024 – Machine time and labor for tree removal for the Bowstring Airport project – 12,800.00

Brushing Equipment:

2024 Jarraff T Rex Quad Track with Prenoth M550H 24" tracks and GP 5.5

2020 Jarraff Linebacker with Fecon Bull Hog 24" tracks and GP 5.5

2022 Jarraff Linebacker with Fecon Bull Hog 24" tracks and GP 5.5

2020 Jarraff Quad Track 75' Trimmer

2020 RT120 ASV with Loftness Mulcher head 20" tracks and GP 4.1

2019 RT120 Forestry ASV with Diamond Rotary Brusher 20" tracks and GP 4.1

2021 RT75 HD ASV with Diamond Forestry Mulcher 20" tracks and GP 3.6

2017 RT75 HD ASV with Diamond Forestry Mulcher 20" tracks and GP 3.6

2018 RT75 HD ASV with Davco 6450 72" Rotary Brusher 20" tracks and GP 3.6

2014 Terex PT75 ASV with Fecon Mulcher 20" tracks and GP 3.1

2008 John Deere 160d Excavator with 72" Brush cutter

2011 John Deere 6330 with Boom Brush Mower and Rear Flail

2000 New Holland 7410 with Side Brush Mower

2003 Freightliner Bucket Truck with 60' High Ranger

2004 Ford F350 Dump with Vermeer chipper

2017 Power Bully Track transporter/packer

2023 John Deere 650P Crawler Dozer

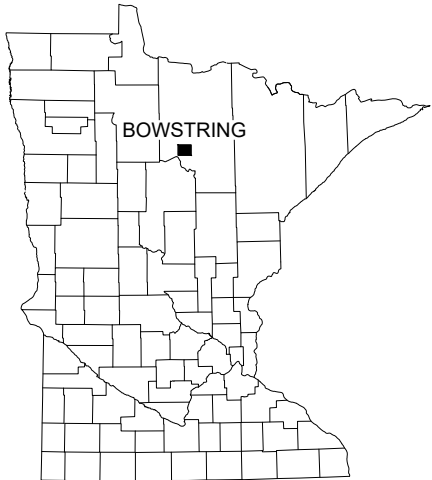
210 24TH ST NW, SUITE 100, BEMIDJI, MN 56601 P: (218) 444-8004 F: (218) 444-8562 www.karvako.com

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BOWSTRING MUNICIPAL AIRPORT

2024 OBSTRUCTION REMOVAL PROJECT

SP A3115-11-9Y0



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE

N

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES & LEGEND
3	CONSTRUCTION SAFETY & PHASING PLAN (CSPP)
4	REMOVALS & SITE PLAN

				DESIGNED JRB	CHECKED MJK	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Certified By:  Lic. No. 59902 Printed Name: Jerry R. Bolin Date 04/04/2024		BOWSTRING MUNICIPAL AIRPORT 2024 OBSTRUCTION REMOVAL PROJECT	SHEET 1
				DRAWN ART	APPROVED JRB			TITLE SHEET	OF 4
NO.	REVISIONS	BY	APR.	DATE	04/04/2024	JOB NO. 24-013			

ABBREVIATIONS

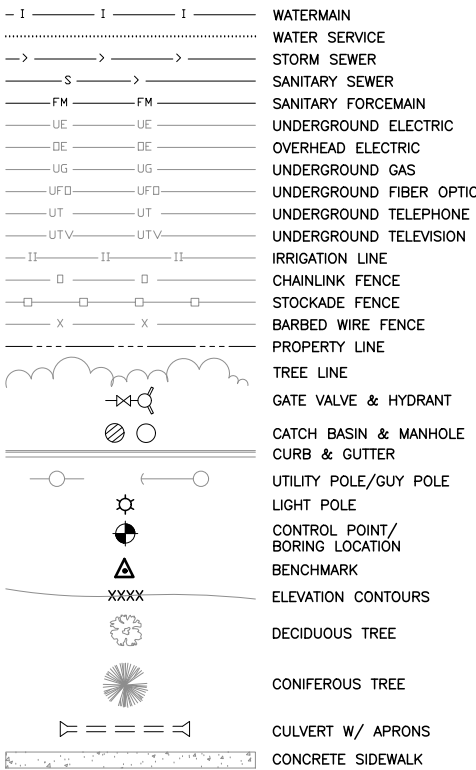
*UNLESS OTHERWISE NOTED ON EACH SHEET

ADD'L	ADDITIONAL	MH	MANHOLE
APPROX	APPROXIMATE	MIN	MINIMUM
ALT	ALTERNATE	MIRR	MIRRORED
ALUM	ALUMINUM	MISC	MISCELLANEOUS
ANC	ANCHOR	MJ	MECHANICAL JOINT
ANG	ANGLE	MNDOT	MINNESOTA DEPARTMENT OF TRANSPORTATION
AVE	AVERAGE	MOD	MODIFICATION
BIT	BITUMINOUS	MSA	MAXIMUM SIZED AGGREGATE
BOT	BOTTOM	N	NORTH
CAP	CORRUGATE ALUMINUM PIPE	NF	NEAR FACE
CB	CATCH BASIN	NIC	NOT IN CONTRACT
C/L	CENTERLINE	NO	NUMBER
C&G	CURB & GUTTER	NTS	NOT TO SCALE
CIP	CAST IRON PIPE	OD	OUTSIDE DIAMETER
CL	CLASS	OF	OUTSIDE FACE
CLR	CLEAR	OC or O/C	ON CENTER
CJ	CONSTRUCTION JOINT	OPT	OPTIONAL or OPTION
CMP	CORRUGATED METAL PIPE	PART	PARTIAL
CONC	CONCRETE	PC	POINT OF CURVATURE
CONST	CONSTRUCTION	PCP	PLASTIC CULVERT PIPE
COR	CORNER	PI	POINT OF INTERSECTION
CPP	CORRUGATE PLASTIC PIPE	PROP	PROPOSED
CSAH	COUNTY STATE AID HIGHWAY	PT	POINT OF TANGENCY
CSP	CORRUGATE STEEL PIPE	PVC	POINT OF VERTICAL CURVATURE / POLY VINYL
CULV	CULVERT		CHLORIDE
CY	CUBIC YARD	PVI	POINT OF VERTICAL INTERSECTION
DBL	DOUBLE	PVT	POINT OF VERTICAL TANGENCY
DET	DETAIL	PROP	PROPOSED
DIA	DIAMETER	POB	POINT OF BEGINNING
DIAG	DIAGONAL	QTY	QUANTITY
DWG	DRAWING	R or RAD	RADIUS
DWL	DOWEL	RCP	REINFORCED CONCRETE PIPE
E	EAST	REINF	REINFORCEMENT
EF	EACH FACE	REQ'D	REQUIRED
EJ	EXPANSION JOINT	ROW	RIGHT OF WAY
EL or ELEV	ELEVATION	RT	RIGHT
EW	EACH WAY	S	SOUTH
EX or EXIST	EXISTING	SAN	SANITARY
EXC	EXCAVATION	SCH	SCHEDULE
EXP	EXPANSION	SECT	SECTION
EQ	EQUAL	SHT	SHEET
FF	FAR FACE or FRONT FACE	SIM	SIMILAR
F&I	FURNISH & INSTALL	SPEC	SPECIFICATIONS
FES	FLARED END SECTION	SS	STAINLESS STEEL
FL	FLOW LINE	ST	STREET
FND	FOUNDATION	STA	STATION
FT	FEET or FOOT	STL	STEEL
FTG	FOOTING	STM	STORM
GALV	GALVANIZED	STRUCT	STRUCTURAL
GRD	GRADE	SQ	SQUARE
HOR or HORIZ	HORIZONTAL	SY	SQUARE YARD
HT	HEIGHT	T	TANGENT or TOP
ID	INSIDE DIAMETER or IDENTIFICATION	T&B	TOP AND BOTTOM
IF	INSIDE FACE	TC	TOP OF CASTING
IN	INCHES	TH	TRUNK HIGHWAY
INV	INVERT	TOW	TOP OF WALL
JT	JOINT	TRANS	TRANSVERSE
KEY	KEYWAY or KEY NOTE	TRM	TURF REINFORCEMENT MAT
L	LENGTH	TYP	TYPICAL
LF	LINEAR FOOT	UNO	UNLESS NOTED OTHERWISE
LG	LONG or LONGITUDINAL	UGND	UNDERGROUND
LOW	LIMITS OF WORK	V or VERT	VERTICAL
LT	LEFT	VAR	VARIES
LVL	LEVEL	W/	WITH
M	MIDDLE ORDINATE	W	WEST
MATL	MATERIAL	WD	WIDTH
MAX	MAXIMUM	WS	WATER SURFACE
		WM	WATER MAIN

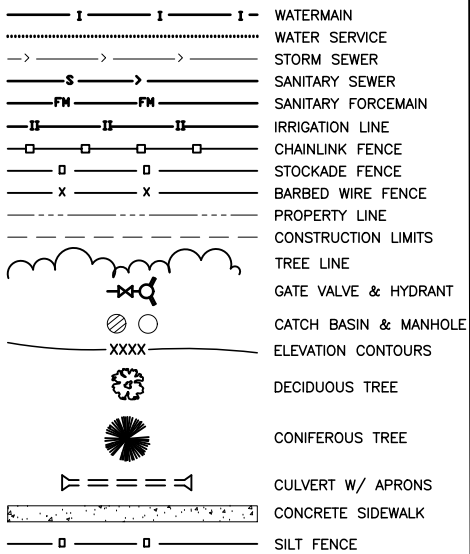
GENERAL LEGEND

*UNLESS OTHERWISE NOTED ON EACH SHEET

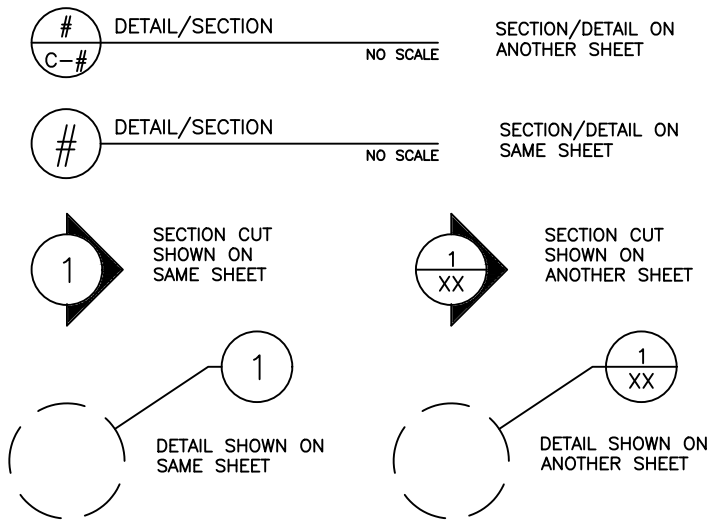
EXISTING



PROPOSED



GENERAL CROSS-REFERENCING SYMBOLS



UTILITY NOTES

- THE INFORMATION ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS/HER OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL UTILITIES, INCLUDING TELEPHONE, INTERNET, CABLE, ELECTRIC, GAS, WATER, SANITARY, AND STORM, ARE LOCATED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. GOPHER STATE ONE CALL 1-800-252-1166, FOR ALL UTILITIES.

GENERAL NOTES

- THE LOCATION OF EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY, AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS AND COORDINATION OF LOCATING ALL UTILITIES, INCLUDING THE FAA.
- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 83-02, ENTITLED STANDARD FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA. THE UTILITY LOCATION INFORMATION WAS OBTAINED THROUGH A FIELD SURVEY. ALL RELOCATIONS & ADJUSTMENTS TO BE DONE BY OTHERS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SILT, SOIL AND OTHER SUSPENDED PARTICLES FROM BEING DISCHARGED TO THE BODIES OF WATER OR DRAINAGE STRUCTURES IN THE CONSTRUCTION VICINITY. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL, UNLESS PAID FOR SPECIFICALLY IN THE PLANS.
- ALL DISTURBED AREAS (INCLUDING BORROW AREAS, STORAGE, AND STAGING), NOT OTHERWISE SURFACED, SHALL BE RESTORED PER THE SPECIFICATIONS.
- EXISTING MAPPING CONSISTS OF TOPOGRAPHIC GROUND SURVEYS, AERIAL PHOTOS, AND GIS DATA. THE FOLLOWING DATA WAS USED:
 - KARVAKKO ENGINEERING, INC. FIELD SURVEY 2024
 - ITASCA COUNTY GIS DATA
- PROPERTY LINES SHOWN ARE BASED ON DATA FROM THE ITASCA COUNTY GIS MAP.
- ALL TRAFFIC CONTROL AND SITE PROTECTION IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- CONTRACTOR SHALL COORDINATE ACCESS TO OBSTRUCTIONS MARKED FOR REMOVAL NO LESS THAN 14 DAYS PRIOR TO PROJECT COMMENCEMENT.
- DAMAGE TO TREES, BRUSH, SOIL & OTHER NOT MARKED FOR REMOVAL WILL BE AT EXPENSE OF CONTRACTOR.
- ALL REMOVALS SHALL OCCUR BETWEEN NOVEMBER 1ST AND JUNE 1ST.
- ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS SET FORTH BY MNDOT STANDARD SPECIFICATIONS, 2020 EDITION.
- ALL PERMITTING REQUIRED FOR COMPLETION OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, COST INCIDENTAL.
- THE FOLLOWING ITEMS SHALL BE INCLUDED WITH THE CONTRACTOR'S QUOTE: RESPONSIBLE CONTRACTOR VERIFICATION, CERTIFICATE OF INSURANCE.
- MNDOT STATE PREVAILING WAGE RATES APPLY TO THE PROJECT. CONTRACTOR SHALL SUBMIT ALL PREVAILING WAGE RATE REPORTS TO THE ENGINEER PRIOR TO PAYMENT.

SURVEY DATUM

ITASCA COUNTY NORTH
COORDINATE SYSTEM
VERTICAL: NAVD 88
HORIZONTAL: NAD 83 (96)

AREA UTILITIES

LAKE COUNTRY POWER (800) 421-9959
NORTH ITASCA ELECTRIC COOPERATIVE (218) 743-3131

BOWSTRING MUNICIPAL AIRPORT
2024 OBSTRUCTION REMOVAL PROJECT

GENERAL NOTES & LEGEND

SHEET

2

OF

4

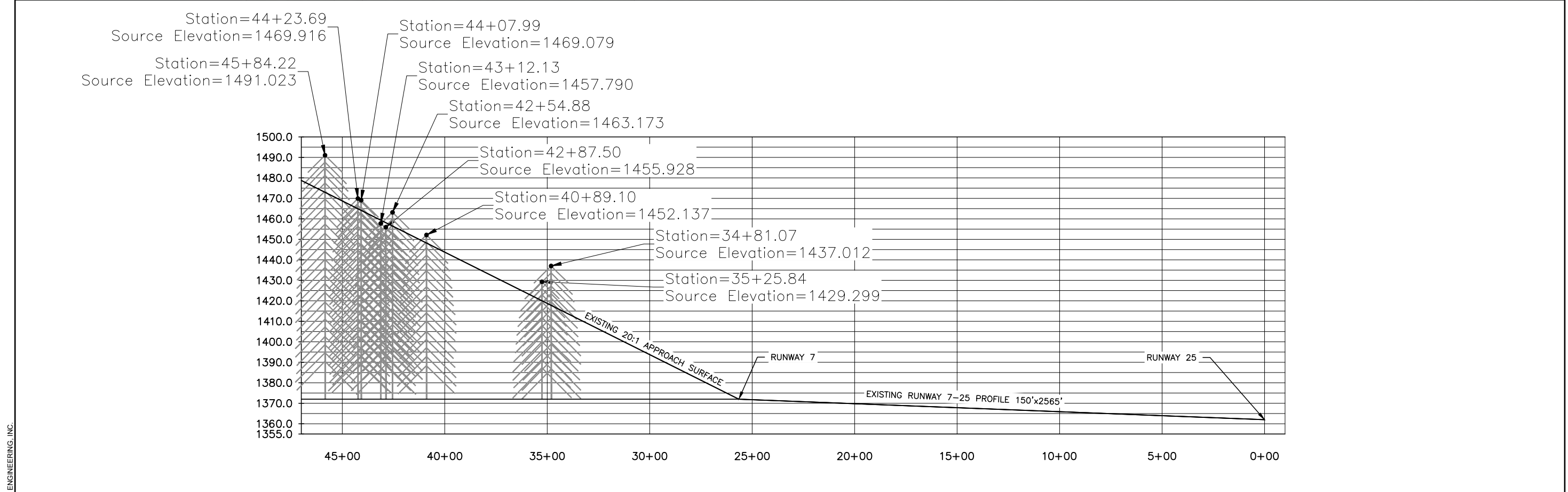
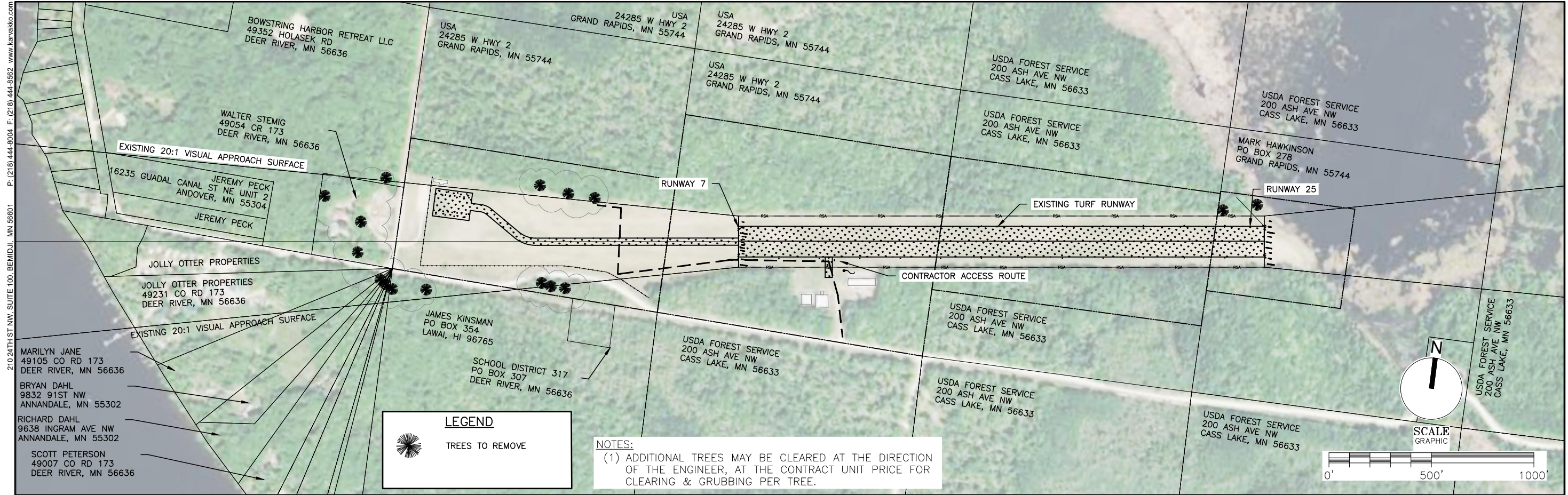
KARVAKKO

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

Certified By:  Lic. No. 59902
Printed Name: Jerry R. Bolin Date 04/04/2024

DESIGNED	CHECKED
JRB	MJK
DRAWN	APPROVED
ART	JRB
DATE	JOB NO.
04/04/2024	24-013

NO.	REVISIONS	BY	APR.	DATE					



				DESIGNED JRB	CHECKED MJK	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Certified By:  Lic. No. 59902 Printed Name: Jerry R. Bolin Date 04/04/2024		BOWSTRING MUNICIPAL AIRPORT 2024 OBSTRUCTION REMOVAL PROJECT	SHEET 4
				DRAWN ART	APPROVED JRB				OF 4
NO.	REVISIONS	BY	APR.	DATE	04/04/2024	JOB NO. 24-013		REMOVALS	



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-414

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles, Janet Borth

AGENDA ITEM:

Memorandum of Agreement between Itasca County, Teamsters Local 320 and Todd Webb

BOARD ACTION REQUESTED:

Approve proposed Memorandum of Agreement (MOA) for Work Out of Class Assignment completed by Todd Webb.

BACKGROUND:

The current Teamsters 320 labor contract does not specifically address the unique situation in which Mr. Webb was asked to and agreed to fulfill the duties of the Itasca County Attorney after the departure of Matti Adam between May 3 and May 31, 2024. This proposed agreement for retroactive work out of class pay was developed by Scott Lepak, Itasca County labor counsel, and has been reviewed by both Mr. Todd Webb and Erik Skoog, Teamsters Local 320 President, prior to submission for Board review and approval.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. itasca county Memorandum of Agreement with teamsters on work out of class for county attorney(4471215.1)
2. Memorandum of Understanding Local 320 FULLY EXECUTED

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

Memorandum of Agreement
Between Itasca County, Teamsters Local 320 and Todd Webb

(Work Out of Class Assignment)

Itasca County (hereinafter the County) and the Teamsters Local 320 (hereinafter the Union) are parties to a collective bargaining agreement with a term of January 1, 2022 through December 31, 2024. The County and Union will hereinafter collectively be referred to as the parties.

The County assigned bargaining unit member Todd Webb (hereinafter Employee) to serve as the interim County Attorney upon the resignation of the incumbent to accept an appointment as a district court judge.

In reviewing the provisions of the collective bargaining agreement, it does not clearly provide for a pay rate for an out of class work assignment to an elected position that does not have an assigned pay range for the elected position.

As a result, the parties and Employee met and were able to agree upon an appropriate compensation for this assignment.

This Agreement is as follows:

1. Employee will be retroactively paid an amount reflecting the difference between his regular hourly rate of pay (\$60.39) and the work out of class rate of \$67.31 for the period of time from May 3 to May 31, 2024.

The parties agree that this Memorandum of Agreement is intended to provide a fact specific resolution to a factually unique matter. This Memorandum of Agreement or the current instance does not set any precedence or past practice. The parties also agree that this Memorandum of Agreement will not operate as a waiver or limitation of any management or union rights.

For Itasca County: For Teamsters Local 320

Brett Skyles
County Administrator

Erik Skoog
Business Agent

Date: _____, 2024

Date: _____, 2024

Todd Webb

Date: _____, 2024

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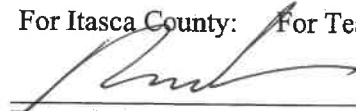
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For Itasca County: For Teamsters Local 320


Brett Skyles
County Administrator


Erik Skoog
Business Agent

Date: October 22, 2024

Date: Oct 17, 2024


Todd Webb

Date: 10/17, 2024



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-412

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

AGENDA ITEM:
TriMin 2025-2027 Contract Ratification

BOARD ACTION REQUESTED:
Authorize the Board Chair to sign the Ratification Agreement for the 2025-2027 TriMin contract for IFS support.

BACKGROUND:
MnCCC requires all member Boards to submit either ratification of the 2025-2027 TriMin contract or notice to leave the contract. Final approval was due in September however the notice was not received until September 27th. MnCCC has approved the late submission.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. TriMin Contract
2. Board Ratification Statement FULLY EXECUTED

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

To: IFS User Group

From: Lisa Meredith, MnCCC Executive Director
lisa@mnccc.gov 651-401-4201

Date: July 3, 2024

Subject: TriMin Contract for Board Ratification

Please note, this communication is being sent out via MnCCC's RSVP system to all signed up for the IFS User Group. This means that your county or agency will likely receive several copies. It is the responsibility of your county/agency to determine who will be responsible to bring the Board Ratification to your board and return a signed copy to MnCCC.

The TriMin Contract for maintenance and support of IFS has been approved and fully executed. Enclosed with this communication, you will find a copy of the contract along with a Board Ratification. The fully executed Board Ratifications *must* be returned to MnCCC **no later than September 6, 2024**. If your county or agency chooses not to continue with IFS/TriMin, documentation of discontinuation will be required. Failure to respond by the deadline will be assumed as a decision not to move forward with IFS.

Please return your signed Board Ratification to:

MnCCC
Attn: Emily Wick
100 Empire Drive Suite 201
Saint Paul, MN 55103

Alternatively, you may email it to emily@mnccc.gov

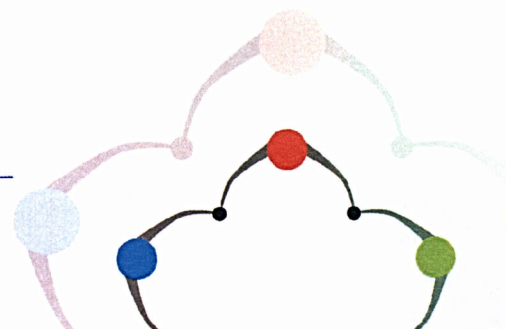
The contract with TriMin covers the period from January 1, 2025, to December 31, 2027. The associated fees have been previously distributed and approved by the IFS User Group during their annual meeting on June 3, 2024.

For any questions regarding pricing or the contract, feel free to contact me at lisa@mnccc.gov or (651) 401-4201. If you anticipate difficulty meeting the final deadline, please reach out to Emily Wick at emily@mnccc.gov or (651) 401-4204.

Thank you for your attention to this matter.

Attached:

- 2025 IFS User Group fees (below)
- 2025-2027 TriMin Contract
- Board Ratification document



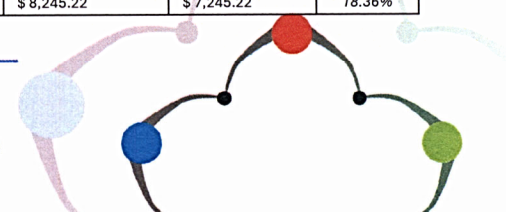


IFS User Group Fees:

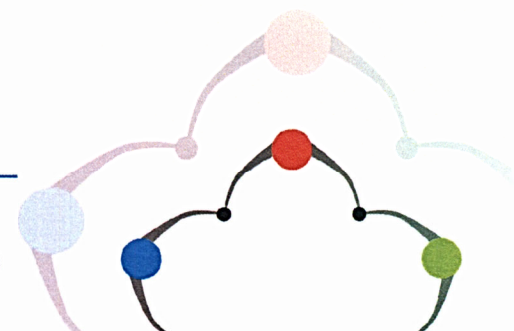
MnCCC Membership Fee: \$1800, split by office: \$900 per office or \$1800 per county

Enhancement Fund Annual Fee: \$1000 per office or \$2000 per county

County/Agency	Auditor/ Treasurer Group	2025 CMHS Support	2025 CMHS Enhancement Fund	2025 Aud/Treas Support	2025 Aud/Treas Enhancement Fund	2025 Total	M&S Only	M&S Increase
Aitkin County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Becker County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Beltrami County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Benton County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Big Stone County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Brown County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Carlton County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Carver County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cass County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Chippewa County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Chisago County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Clay County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Clearwater County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cook County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cottonwood County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Dodge County	MCIS	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Douglas County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Faribault County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Fillmore County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Freeborn County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Goodhue County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Grant County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Houston County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Hubbard County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Isanti County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Itasca County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Jackson County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Kanabec County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Kandiyohi County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Kittson County	MnCCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Koochiching County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lac qui Parle County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lake County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lake of the Woods County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	4.06%
Le Sueur County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lincoln County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Lyon County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
McLeod County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Mahnomen County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Marshall County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Martin County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Meeker County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Mille Lacs County	MnCCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Morrison County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Mower County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Murray County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Nicollet County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Nobles County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Norman County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Otter Tail County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pennington County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pine County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pipestone County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Polk County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pope County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%



Red Lake County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	4.06%
Redwood County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Renville County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Rice County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Rock County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Roseau County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Sherburne County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Sibley County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Stearns County	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Steele County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Stevens County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Swift County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Todd County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Traverse County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Wabasha County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wadena County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Waseca County	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Watsonwan County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wilkin County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Winona County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wright County	MnCCC	\$ 8,523.79	\$ 1,000.00			\$ 9,523.79	\$ 8,523.79	
Yellow Medicine County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Tri-County Corrections: Norman, Polk and Red Lake	N/A	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Southwest Health & Human Services: Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock	CPT	\$ 6,886.34	\$ 1,000.00	\$ -	\$ -	\$ 7,886.34	\$ 6,886.34	12.50%
Human Services of Faribault and Martin Counties (FMHS) Faribault and Martin	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Minnesota Prairie County Alliance: Dodge, Steele, and Waseca	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Countryside Public Health: Big Stone, Chippewa, Lac qui Parle, Swift and Yellow Medicine	CPT	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Horizon Public Health: Stevens, Douglas, Pope, Grant and Traverse	CPT	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Western Prairie	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Des Moines Valley Health & Human Services: Cottonwood and Jackson	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%



BOARD RATIFICATION STATEMENT

Due back to MnCCC by September 6, 2024

The Board of _____ has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2025, through December 31, 2027. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

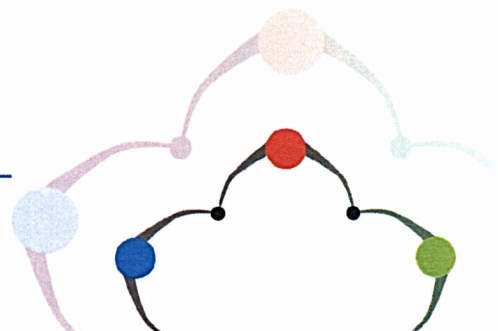
Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____





Amendment to Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc.

THIS AMENDMENT TO AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE AND TRIMIN SYSTEMS, INC. (the "**Addendum**"), made effective as of January 1, 2025 (the "**Effective Date**"), is by and between TriMin Systems, Inc., with its principal place of business located at 2277 Hwy 36 West, Suite 250, Roseville, Minnesota 55113 ("**TriMin**"), and the Minnesota Counties Computer Cooperative, a joint powers organization, with its principal place of business located at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("**Customer**").

RECITALS

WHEREAS, the parties entered into the Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc. dated January 1, 2022 ("**Master Agreement**"); and,

WHEREAS, the parties wish to add the following provisions as an Addendum to the Master Agreement.

NOW, THEREFORE, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TriMin and Customer agree to make the following additions to the Master Agreement as follows:

1. (Section II A 3 from the Master Agreement) GASB Revisions

Provide any IFSpI revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC and/or the GASB Committee will advise TriMin of any requested changes, along with requirements to IFSpI as necessitated by changes in GASB requirements and/or Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the changes. A total of 100 hours of GASB enhancements per year will be included in this contract. (This includes time required for requirements assistance, design and scoping of enhancements.) Any unused hours at the end of each year will not be recoverable. Enhancement hours beyond the initial 100 in a given year will be billed at the hourly rate specified in section 4 of this agreement.

2. (Section II F from the Master Agreement) Training. TriMin will provide on-going updates to IFSpI end user documentation. TriMin training activities will be prioritized by the IFS training committee and based on the following initiatives:

- TriMin to provide popular support topic ideas to the training committee on a quarterly basis for the training newsletter
- TriMin to provide 6 to 10 hours of training per year, included with the contract at no extra cost.
 - MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin



- The training will be delivered via virtual training events, training videos, or live at MnCCC events (including participating in open forum discussions during live meetings)
- If MnCCC signs a new county, or requests individual county training, training hours will not be included in the 6 to 10 hours of live training. Instead, this training will be covered under direct support

3. (Section II G from the Master Agreement) Modernization Hours

The IFSpi infrastructure modernization projects fund to increase to 6,000 person hours during this three-year agreement, initially allocated at 2,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 2,000 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Section 4** this Amendment to the Master Agreement.

Should TriMin fail to utilize 2,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure projects, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization projects then hours may be shifted to IFSpi functional enhancement activity to “consume” available hours. At this contract’s end (December 31, 2027) any unused hours will be carried over to future years, assuming future agreements are reached between TriMin and Customer.

4. (Attachment A in the Master Agreement) Fees. In consideration of the Services, Customer shall pay TriMin the following annual support fees

<u>Support Elements</u>	<u>Support Fees 2025</u>	<u>Support Fees 2026</u>	<u>Support Fees 2027</u>
Leel 1 Support	\$ 162,750.00	\$ 168,446.25	\$ 174,341.87
Level 2/3 Support	\$ 666,750.00	\$ 700,087.50	\$ 735,091.88
Infrastructure Modernization Projects	\$ 287,000.00	\$ 301,350.00	\$ 316,417.50
Annual Contract Total	\$ 1,116,500.00	\$ 1,169,883.75	\$ 1,225,851.24

IFSpi Release Update Fees

Direct Support Fees	2025	2026	2027
Hourly Rates	\$ 190.00	\$ 200.00	\$ 210.00



5. New Entity Addition.

For each new Licensed instance of IFSpi, TriMin will provide the following Direct Support Services:

- Discovery meeting to perform a gap-fit analysis.
 - TriMin will create a Statement of Work for the implementation work that was planned for during the Discovery meeting.
 - If specific enhancements or interfaces are needed for a new installation, these enhancements will be covered under a separate Statement of Work.
 - MnCCC will provide a business line expert that can help identify and scope needed enhancements for the new installation.
- Kick-off Meeting - In this meeting, you will determine a schedule for implementing IFS and develop a plan for conversion and technical training.
 - Installation
 - Migration (if needed)
 - Technical training
- MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin
- Go-Live support will be provided by TriMin
- The above tasks will be billed on an hourly basis at the agreed upon rate outlined in the Statement of Work, which will be provided by TriMin.
- For each entity added, 50% of the yearly support fee paid by the new entity to MnCCC will be added to TriMin's annual contract fee.
- TriMin is open to an addendum to this contract, which would include TriMin acting as a selling agent for MnCCC or negotiating a royalty agreement for future software sales, if desired.

trimin

6. Term and Termination.

The term of this Agreement shall be January 1, 2025, to December 31, 2027, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

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

Accepted and Agreed for

TriMin Systems, Inc.:

Signed

By: Erin Hultgren

Name: Erin Hultgren

Title: Director of Government Solutions

Date: 6/18/2024

Accepted and Agreed for

MnCCC:

Signed

By: [Signature]

Name: Randy Censm

Title: MnCCC Chair

Date: 6/15/2024

Accepted and Agreed for

MnCCC:

Signed

By: [Signature]

Name: Lisa C. Meredith

Title: Executive Director

Date: 6/5/2024

Accepted and Agreed for

MnCCC:

Signed

By: Martha Monsrud

Name: Martie Monsrud

Title: IFS Advisory Committee Chair

Date: 6/3/2024



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

Tuesday, February 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2241

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
TriMin 2022-2024 Contract Ratification

BOARD ACTION REQUESTED:
Authorize the Board Chair to sign the Ratification Agreement for the 2022-2024 TriMin contract for IFS support.

BACKGROUND:
MnCCC requires all member Boards to submit either ratification of the 2022-2024 TriMin contract or notice to leave the contract. Final approval must be submitted to MnCCC not later than 28 February.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. MnCCC Letter regarding IFS Support Trimin Contract (February 15)
2. TriMin Contract Through 2024 - Fully Executed
3. Board Ratification - 2022 TriMin Contract

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

Jennifer Sutherland

From: Heathyr M. Dahline
Sent: Friday, September 27, 2024 3:02 PM
To: Jennifer Sutherland
Subject: TriMin Contract for Board Ratification
Attachments: MnCCC_Letter_Regarding_IFS_Support_TriMin_Contract_Ratification_2025-27.pdf; Board_Ratification_for_IFS_-_2025-2027.pdf; TriMinContract_Amendment2024_Jun182024.pdf; 2022 Request for Board Action.pdf

Jennifer,

I received this notice requesting board ratification for the TriMin Contracts. It does look like MIS - Chris Gunderson presented this to the board previously so I have attached the contract information (as well as the old RBA) for your review. After speaking with Gail and Austin, it does sound like we would most likely intend to review. Please let me know if you need anything else from me on this. I did let MNCCC know we are working to review as we received the request after the deadline – I'm unsure where the first request was directed to.

Thank you,
Heathyr

From: Itasca Treasurer <trs@co.itasca.mn.us>
Sent: Thursday, September 19, 2024 3:09 PM
To: Heathyr M. Dahline <heathyr.dahline@co.itasca.mn.us>
Subject: FW: [External]PAST DUE: TriMin Contract for Board Ratification

From: Linda Libal <Linda.Libal@co.lake.mn.us>
Sent: Wednesday, September 18, 2024 2:33 PM
To: Itasca Treasurer <trs@co.itasca.mn.us>
Subject: FW: [External]PAST DUE: TriMin Contract for Board Ratification

You don't often get email from linda.libal@co.lake.mn.us. [Learn why this is important](#)

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,

Just passing this along from MnCCC.

Thanks,
Linda

Linda Libal
Lake County Auditor-Treasurer
601 3rd Ave.

Two Harbors, MN 55616
Linda.libal@co.lake.mn.us
(218) 834-8316

From: RSVP@rsvp.mnccc.gov <RSVP@rsvp.mnccc.gov>
Sent: Wednesday, September 18, 2024 2:25 PM
To: Linda Libal <Linda.Libal@co.lake.mn.us>
Subject: [External]PAST DUE: TriMin Contract for Board Ratification

This communication is being sent via MnCCC's RSVP system to all signed up for the IFS User Group, which means your county or agency will likely receive several copies. It is the responsibility of your county/agency to determine who will be responsible to bring the Board Ratification to your board and return a signed copy to MnCCC. The original email was sent via RSVP on July 3, and a reminder was sent on August 6 and 29.

Hello!

This is a reminder that the deadline to submit your IFS Board Ratification deadline was **Friday, September 6**. Please send the completed copy of your ratification or an official notice of intent to terminate as soon as possible as it is past-due.

Please return your signed Board Ratification to emily@mnccc.gov, or you may mail it to the MnCCC Office at our address listed below, though only one form of submission is required.

MnCCC
Attn: Emily Wick
100 Empire Drive Suite 201
Saint Paul, MN 55103

The following members have either not returned a signed ratification to emily@mnccc.gov (if you are not on this list, you may disregard this email):

- Carver County
- Countryside Public Health
- Grant County
- Hubbard County
- Itasca County
- Mille Lacs County
- MNPrairie County Alliance
- Murray County
- Otter Tail County
- Pipestone County
- Steele County
- Stevens County
- Traverse County
- Wabasha County
- Western Prairie Human Services

- Winona County
- Wright County
- Yellow Medicine County

The TriMin Contract for maintenance and support of IFS has been approved and fully executed. Enclosed with this communication, you will find a copy of the contract along with a Board Ratification. The fully executed Board Ratifications *must* be returned to MnCCC ***no later than September 6, 2024***. If your county or agency chooses not to continue with IFS/TriMin, documentation of discontinuation will be required. Failure to respond by the deadline will be assumed as a decision not to move forward with IFS.

The contract with TriMin covers the period from January 1, 2025, to December 31, 2027. The associated fees have been previously distributed and approved by the IFS User Group during their annual meeting on June 3, 2024.

For any questions regarding pricing or the contract, please contact lisa@mnccc.gov or emily@mnccc.gov.

Thank you for your attention to this matter.

Emily Wick

MnCCC Marketing and Membership Specialist

emily@mnccc.gov

Direct: 651-401-4204

100 Empire Drive Suite 201, Saint Paul, MN 55103

Attached:

- TriMin Ratification Memo
- 2025 IFS User Group fees (within memo)
- 2025-2027 TriMin Contract
- Board Ratification document

Please do not reply to this email message. For questions or assistance with RSVP, please email info@mnccc.gov or call 651-401-4206.



please consider the environment - do you really need to print this email?



Notice:
As allowed by our bylaws and approved at the Executive Board Meeting on
10/09/2003,
1% interest will be applied to any invoices that are over 60 days effective
01/01/2004.

Minnesota Counties Computer Cooperative
100 Empire Drive
Suite 201
St. Paul, MN 55103-1846

2401093 Invoice Number
1/2/24 Invoice Date
22,253.40 Amount

Bill to:

Itasca County
Auditor-Treasurer
123 NE 4th Street
Grand Rapids, MN 55744-2600

2024 IFS Support (Auditor-Treasurer Dept)	1.00	7,576.70	7,576.70
2024 IFS General Support (CMHS)	1.00	7,576.70	7,576.70
2024 JIC - IFS Enh Fund (\$900/office)	2.00	900.00	1,800.00
2024 MnCCC Dues for JIC (Joint Integrated Committee) \$1250/ea office	2.00	1,250.00	2,500.00
2024 Finance General Government Enhancement Fund	1.00	300.00	300.00
2024 MnCCC Finance/General Government User Group - Annual Dues	1.00	2,500.00	2,500.00



22,253.40

01-040.6343

Itasca County
Auditor-Treasurer
123 NE 4th Street
Grand Rapids, MN 55744-2600

2401093 Invoice Number
1/2/24 Invoice Date
22,253.40 Amount
Feb 1, 2024 Due Date

Remit To:
MNCCC LOCKBOX
P.O. Box 860687
Minneapolis, MN 55486-0687

BOARD RATIFICATION STATEMENT

Due back to MnCCC by September 6, 2024

The Board of Itasca County has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2025, through December 31, 2027. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

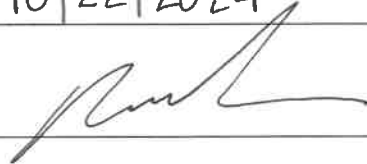
Signed:


Board Chair

Date:

10/22/2024

Attest:

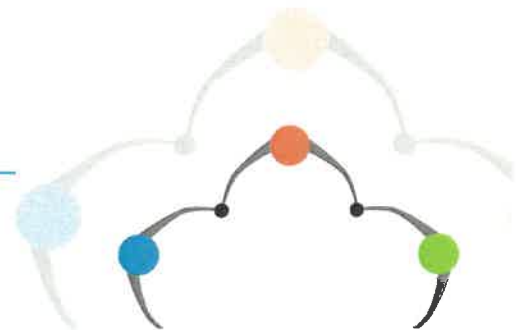


Title:

Clerk of the County Board

Date:

10/22/2024





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-413

DEPARTMENT: Transportation

TIME REQUESTED: 10 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Township and City Maintenance Contracts - Billing Rates

BOARD ACTION REQUESTED:

Approve the proposed City and Township maintenance contract for 2025/2026 billing rates of \$850/mile grading and \$950/mile snowplowing and set the rates for the 2026/2027 season at \$1,250/mile for grading and \$1,625/mile for snowplowing.

BACKGROUND:

The Transportation Department contracts annually with townships and cities throughout Itasca County for Grading, Snowplowing, and Dust Control services.

Estimated dust control rates are provided when contracts are sent out annually in February. Dust control is bid in the spring and billing rates are adjusted accordingly to cover actual application costs.

The grading and snowplowing billing rate has been \$700/mile since the 2015/2016 maintenance contracts. However, labor costs have significantly increased since then. The average cost of grading from 2021 to 2023 was \$1,250/mile, and snowplowing was \$1,625/mile. The gap between current billing rates and actual costs has led to subsidized work for cities and townships, making it difficult for private contractors to compete.

To align billing rates with current costs, the Transportation Department proposes using the previous 3-year average of actual costs. Due to the substantial increase from the current rate of \$700/mile for grading and \$1,625/ mile for snowplowing, a transition year is proposed for the 2025/2026 contract at \$850/mile for grading and \$950/mile for snowplowing before moving to the full increase for the 2026/2027 contracts. Moving forward, the department would update costs every three years to set rates for upcoming contracts, with proposed rates adjusted based on the 3-year average cost.

If changes are approved, the department will immediately notify townships and cities of the increased rates, through a letter explaining the increased rates.

A spreadsheet is attached showing the proposed increase in costs for each city and township in 2025/2026 and 2026/2027.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Three Year Costs from Annual Report
2. Township Rate Review
3. City Rate Review

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

Date: 10/16/2024
Time: 01:24 pm
Fringe Benefits Included
From: 1-1-2021
Through: 13-999-2021

ITASCA COUNTY HIGHWAY DEPARTMENT

Summary of Road Program Maintenance Costs

Account	Description	Account Code	Program 60 Through 60	Cost/Mile
11-0000	ROUTINE MAINTENANCE			
11-0100	SMOOTHING SURFACE		231,047.44	1,048.07
11-0200	MINOR SURFACE REPAIR		5,332.37	24.19
11-0300	CLEANING CULVERTS AND DITCHES		2,371.15	10.76
11-0400	BRUSH AND WEED CONTROL		12,641.06	57.34
11-0500	SNOW AND ICE REMOVAL		255,373.17	1,158.42
11-0600	TRAFFIC SVS INSP.SIGN.STRIPE		704.39	3.20
Total	11-0000		507,469.58	2,301.97
Total Expense			507,469.58	2,301.97
Total No of Miles			220.4500	

Date: 10/16/2024
Time: 01:17 pm
Fringe Benefits Included
From: 1-1-2022
Through: 13-999-2022

ITASCA COUNTY HIGHWAY DEPARTMENT

Summary of Road Program Maintenance Costs

Account	Description	Account Code	Program 60 Through 60	Cost/Mile
11-0000	ROUTINE MAINTENANCE			
11-0100	SMOOTHING SURFACE		302,851.46	1,373.79
11-0200	MINOR SURFACE REPAIR		4.17	.02
11-0300	CLEANING CULVERTS AND DITCHES		1,268.07	5.75
11-0400	BRUSH AND WEED CONTROL		9,021.46	40.92
11-0500	SNOW AND ICE REMOVAL		457,582.23	2,075.67
11-0600	TRAFFIC SVS INSP.SIGN.STRIPE		2.26	.01
Total	11-0000		770,729.65	3,496.17
Total Expense			770,729.65	3,496.17
Total No of Miles			220.4500	

Date: 10/16/2024

Time: 01:19 pm

Fringe Benefits Included

Total Class

From: 1-1-2023

Through: 13-999-2023

ITASCA COUNTY HIGHWAY DEPARTMENT

Summary of Road Program Maintenance Costs

Account	Description	Account Code	Program 60 Through 60	Cost/Mile
11-0000	ROUTINE MAINTENANCE			
11-0100	SMOOTHING SURFACE		292,682.84	1,327.66
11-0300	CLEANING CULVERTS AND DITCHES		1,422.62	6.45
11-0400	BRUSH AND WEED CONTROL		13,787.46	62.54
11-0500	SNOW AND ICE REMOVAL		360,905.65	1,637.13
Total	11-0000		668,798.57	3,033.79
Total Expense				3,033.79
Total No of Miles				220.4500

Township Grading & Snowplowing Charges

	Current Charges for Grading & Snowplowing	2025-2026 Proposed Total Charges	2026-2027 Proposed Total Charges	Increase for 2025 2026 from current	Increase for 2026 2027 from current
Alvwood	\$ 2,842.00	\$ 3,654.00	\$ 5,836.25	\$ 812.00	\$ 2,994.25
Arbo	\$ 10,640.00	\$ 14,136.00	\$ 23,560.00	\$ 3,496.00	\$ 12,920.00
Ardenhurst	\$ 6,468.00	\$ 8,316.00	\$ 13,282.50	\$ 1,848.00	\$ 6,814.50
Balsam	\$ 9,716.00	\$ 12,517.00	\$ 20,046.25	\$ 2,801.00	\$ 10,330.25
Bearville	\$ 2,940.00	\$ 3,990.00	\$ 6,825.00	\$ 1,050.00	\$ 3,885.00
Blackberry	\$ 11,529.00	\$ 15,646.50	\$ 26,763.75	\$ 4,117.50	\$ 15,234.75
Bowstring	\$ 4,900.00	\$ 6,300.00	\$ 10,062.50	\$ 1,400.00	\$ 5,162.50
Carpenter	\$ 7,322.00	\$ 9,513.00	\$ 15,407.50	\$ 2,191.00	\$ 8,085.50
Deer River	\$ 15,085.00	\$ 19,418.50	\$ 31,066.25	\$ 4,333.50	\$ 15,981.25
Feeley	\$ 8,211.00	\$ 10,674.50	\$ 17,302.50	\$ 2,463.50	\$ 9,091.50
Good Hope	\$ 7,637.00	\$ 9,772.50	\$ 15,508.75	\$ 2,135.50	\$ 7,871.75
Goodland	\$ 12,754.00	\$ 16,408.00	\$ 26,228.75	\$ 3,654.00	\$ 13,474.75
Harris	\$ 23,380.00	\$ 31,730.00	\$ 54,275.00	\$ 8,350.00	\$ 30,895.00
Kinghurst	\$ 1,001.00	\$ 1,299.50	\$ 2,102.50	\$ 298.50	\$ 1,101.50
Lawrence	\$ 4,361.00	\$ 5,918.50	\$ 10,123.75	\$ 1,557.50	\$ 5,762.75
Lonepine	\$ 1,442.00	\$ 1,912.00	\$ 3,178.75	\$ 470.00	\$ 1,736.75
Max	\$ 9,296.00	\$ 12,006.00	\$ 19,292.50	\$ 2,710.00	\$ 9,996.50
Moose Park	\$ 7,133.00	\$ 9,257.50	\$ 14,972.50	\$ 2,124.50	\$ 7,839.50
Morse	\$ 8,645.00	\$ 11,142.50	\$ 17,856.25	\$ 2,497.50	\$ 9,211.25
Nashwauk	\$ 10,346.00	\$ 14,041.00	\$ 24,017.50	\$ 3,695.00	\$ 13,671.50
Nore	\$ 3,647.00	\$ 4,701.50	\$ 7,536.25	\$ 1,054.50	\$ 3,889.25
Oteneagen	\$ 3,199.00	\$ 4,118.50	\$ 6,590.00	\$ 919.50	\$ 3,391.00
Pomroy	\$ 2,170.00	\$ 2,790.00	\$ 4,456.25	\$ 620.00	\$ 2,286.25
Sago	\$ 8,253.00	\$ 10,501.50	\$ 16,537.50	\$ 2,248.50	\$ 8,284.50
Spang	\$ 19,936.00	\$ 25,201.00	\$ 39,323.75	\$ 5,265.00	\$ 19,387.75
Splithand	\$ 2,415.00	\$ 3,277.50	\$ 5,606.25	\$ 862.50	\$ 3,191.25
Third River	\$ 2,611.00	\$ 3,311.50	\$ 5,191.25	\$ 700.50	\$ 2,580.25
Trout Lake	\$ 14,665.00	\$ 19,902.50	\$ 34,043.75	\$ 5,237.50	\$ 19,378.75
Wabana	\$ 4,270.00	\$ 5,795.00	\$ 9,912.50	\$ 1,525.00	\$ 5,642.50
Wawina	\$ 6,895.00	\$ 8,877.50	\$ 14,206.25	\$ 1,982.50	\$ 7,311.25
Wildwood	\$ 7,063.00	\$ 9,093.50	\$ 14,551.25	\$ 2,030.50	\$ 7,488.25
Wirt	\$ 3,374.00	\$ 4,288.00	\$ 6,741.25	\$ 914.00	\$ 3,367.25
Totals	\$ 244,146.00	\$ 319,511.00	\$ 522,405.00	\$ 75,365.00	\$ 278,259.00

Current Grading Rate = \$700/mile

25-26 Proposed Grading Rate = \$850/mile

26-27 Proposed Grading Rate = \$1,250/mile

Current Snowplowing Rate = \$700/mile

25-26 Proposed Snowplowing Rate = \$950/mile

26-27 Proposed Snowplowing Rate = \$1,625/mile

City Grading & Snowplowing Charges

	Current Charges for Grading & Snowplowing	2025-2026 Proposed Total Charges	2026-2027 Proposed Total Charges	Increase for 2025 2026 from current	Increase for 2026 2027 from current
Coleraine	\$6,804.00	\$9,219.00	\$15,738.75	\$2,415.00	\$8,934.75
LaPrairie	\$4,984.00	\$6,733.00	\$11,453.75	\$1,749.00	\$6,469.75
Warba	\$5,152.00	\$6,624.00	\$10,580.00	\$1,472.00	\$5,428.00
Zemple	\$1,190.00	\$1,555.00	\$2,537.50	\$365.00	\$1,347.50
Totals	\$18,130.00	\$24,131.00	\$40,310.00	\$6,001.00	\$22,180.00

Current Grading Rate = \$700/mile

25-26 Proposed Grading Rate = \$850/mile

26-27 Proposed Grading Rate = \$1,250/mile

Current Snowplowing Rate = \$700/mile

25-26 Proposed Snowplowing Rate = \$950/mile

26-27 Proposed Snowplowing Rate = \$1,625/mile



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

REQUEST FOR BOARD ACTION: RBA-2024-420

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Carling

AGENDA ITEM:

Coleraine Bovey Taconite Wastewater Commission Effluent Line Replacement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Coleraine Bovey Taconite (CBT) Wastewater Commission Effluent Line Replacement and authorize necessary signatures.

BACKGROUND:

Additional funding is needed to complete the Effluent Line Replacement project. A resolution is needed to be attached to the grant application. We request to have this approved during the scheduled October 22nd, 2024 Board meeting.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 22, 2024

RESOLUTION 2024-45

**RE: COLERAINE BOVEY TACONITE (CBT) WASTEWATER COMMISSION EFFLUENT LINE
REPLACEMENT**

WHEREAS, the authorizing authority approves of the Coleraine Bovey Taconite Wastewater Commission Effluent Line Replacement project application; and

WHEREAS, the authorizing authority agrees to accept funding for the underlying project if approved by the Iron Range Resources and Rehabilitation Board.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Auditor/Treasurer, located at 123 NE 4th Street, Grand Rapids, MN 55744 be named as the fiscal agent for this grant.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of October A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of October A.D. 2024.

Administrator