



BELTRAMI COUNTY

REGULAR MEETING AGENDA

Beltrami County Board of Commissioners
September 3, 2024
5:00 p.m.

Meeting to be held in the County Board Room
County Administration Building, 701 Minnesota Avenue NW
Bemidji, MN

A link to the livestream will be available on the Board Meeting Agendas and Minutes page of the County Website.

1. **Call to Order and Roll Call - 5:00 p.m.**
2. **Pledge of Allegiance – 5:00 p.m.**
3. **General Comments – Board Chair – 5:00 p.m.**
4. **Citizens Addressing the Board – 5:00 p.m.**

Beltrami County makes a point of providing an opportunity for citizens to attend County Board meetings as well as providing a way for citizens to present issues to the Board. The County has set up a Zoom meeting and will stream the meeting to its Youtube Channel to provide improved accessibility. A citizen may address the Board in person or via the Zoom meeting. To address the Board via the Zoom meeting, citizens, will need to email the meeting coordinator at diane.moe@co.beltrami.mn.us by Noon, the day of the meeting stating their name and address. They will then be sent an email invitation to join the 5:00 pm meeting. Citizens will be heard in the order that they have entered the meeting waiting room and after any in-person citizen comments. All comments will be limited to 5 minutes.

The County Board Chair will make the following announcement after the Pledge of Allegiance and General Comments:

Anyone wishing to address the County Board on an item not on the agenda may come forward at this time to be recognized by the Board Chair. Please state your name and address for the record. Comments are limited to five minutes. A personnel complaint against an individual County employee may not be heard initially at a Board meeting. Personnel complaints may be submitted to the Board in writing through the County Administrator's Office. A person addressing the board may not use profanity or vulgar language.

5. **Approval of the Agenda (Additions/Corrections/Deletions) – 5:00 p.m.**
6. **Approval of the Consent Agenda**

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.

CONSENT AGENDA

5:00 p.m.

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held August 20, 2024 as presented. Minutes of the Board of Commissioners Work Meeting held on August 20, 2024. [pg. 1](#)
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** [pg. 11](#)
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** [pg. 12](#)
- 7d. **Attorney: Approval of Victim Service Coordinator Grant Agreement** [pg. 13](#)
- 7e. **GIS: Approval of 2024-25 PLSS Corner Remonumentation Contract** [pg. 17](#)
- 7f. **Health & Human Services: Approval of Bills Paid** [pg. 41](#)
- 7g. **Highway: Approval of MOU with Clearwater County for CSAH 3** [pg. 42](#)
- 7h. **Solid Waste: Approval of Resolution to Establish 2025 Mixed Solid Waste Market Price** [pg. 44](#)
- 7i. **Solid Waste: Approval of Bemidji Transfer Station Roof Bid Award** [pg. 49](#)
- 7j. **Solid Waste: Approval of Adding Crushed Concrete to the 2024 Fee Schedule** [pg. 51](#)

REGULAR AGENDA

5:10 p.m.

- 8. **Township/City Road Maintenance Rates** [pg. 52](#)
- 9. **Marriage Ceremony Services** [pg. 55](#)
- 10. **Additional Items**

COMMISSIONERS' BUSINESS ITEMS

- 11. **Legislative/Lobbying Issues** [pg. 57](#)
- 12. **Commissioners' Reports**
- 13. **Review Upcoming Meeting Schedule**
- 14. **Adjourn**

Date: September 3, 2024
Beltrami County Commission
Consent Agenda



AGENDA BILL

SUBJECT: Approval of the Minutes

RECOMMENDATIONS: Approval, as presented

DEPARTMENT OF ORIGIN: County Administration

CONTACT PERSON (Name and Phone Number): Thomas Barry, 333-8478

DATE SUBMITTED: August 27, 2024

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: Attached Minutes

SUMMARY STATEMENT:

Copies of the minutes of past meetings are presented for the review and approval of the County Board.

**MINUTES OF THE PROCEEDINGS
OF THE BELTRAMI COUNTY BOARD OF COMMISSIONERS
August 20, 2024**

The Beltrami County Board of Commissioners met in regular session on August 20, 2024, at the County Board Room, County Administration Building, Bemidji, Minnesota.

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Chair John Carlson, called the meeting to order at 5:00 p.m. Commissioners Craig Gaasvig, Joe Gould, Tim Sumner, and Richard Anderson were present.

GENERAL COMMENTS - BOARD CHAIR

None.

CITIZENS ADDRESSING THE BOARD

CT Marhula, a County resident on Birchmont Dr. NE addressed the Board with a request for an update on a legal issue/incident that occurred a few years ago. Mr. Marhula was referred to the County Attorney.

APPROVAL OF AGENDA

The following item was added to the Regular Agenda:

- County Emergency Declaration Resolution

GENERAL BUSINESS

Approved Agenda and Amendments

A motion to approve the Agenda and Amendments was made by Commissioner Gaasvig, seconded by Commissioner Gould, and unanimously carried.

Approved Consent Agenda

A motion to approve the Consent Agenda was made by Commissioner Anderson, seconded by Commissioner Gould, and unanimously carried.

CONSENT ITEMS

Approved Minutes

The Board, by adoption of its Consent Agenda, approved the Minutes of the Board of Commissioners Work Meeting held August 6, 2024, and the Minutes of the Board of Commissioners Regular Meeting held August 6, 2024, as submitted.

Approved Auditor/Treasurer Warrant Payment Listing

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by the Auditor/Treasurer's Office.

Approved Payment of Auditor/Treasurer Bills

The Board, by adoption of its Consent Agenda, approved payment of Auditor/Treasurer bills, as submitted.

Approved MnCCC TriMin IFS System Contract

The Board, by adoption of its Consent Agenda, approved ratification of the TriMin contract for maintenance and support of IFS, Integrated Financial Software, for the period January 1, 2025 through December 31, 2027, as submitted.

Approved Otter Tail Power Easement

The Board, by adoption of its Consent Agenda, approved the easements and all supporting agreements for Otter Tail Power on parcel S1/2 of NW1/4 S22-T146N-R33W, as submitted.

Approved Health & Human Services Family Child Care Licenses

The Board, by adoption of its Consent Agenda, approved the family child care licenses, as submitted.

Approved Health & Human Services Family Foster Care Licenses

The Board, by adoption of its Consent Agenda, approved the family foster care licenses, as submitted.

Approved Health & Human Services Warrant Payment List

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by Health & Human Services Department.

Approved Northern Township MOU for Project on Beach Lane

The Board, by adoption of its Consent Agenda, approved the Memorandum of Understanding defining Beltrami County as the fiscal agent for State Park Road Account Grant to Northern Township for the project on Beach Lane.

Approved Northern Township MOU for Project on Fairgrounds Road

The Board, by adoption of its Consent Agenda, approved the Memorandum of Understanding defining Beltrami County as the fiscal agent for Local Road Improvement Program Grant to Northern Township for the project on Fairgrounds Road.

Approved Resolution to Enroll Deputy Bitker in PERA Police and Fire Plan

The Board, by adoption of its Consent Agenda, approved the Resolution to Enroll Deputy Bitker in the PERA Police and Fire Plan:

BE IT RESOLVED the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

BE IT RESOLVED Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

BE IT FURTHER RESOLVED that the Beltrami County Sheriff's Office, of Beltrami County hereby declares that the position, permanent Part-time Field Operations Deputy, currently held by Mason Bitker, meets all of the following Police and Fire Plan membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the named Employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

NOW, THEREFORE, BE IT RESOLVED that County Board Chair, John Carlson, and County Administrator Tom Barry, or their successors, are hereby authorized to execute such agreements and amendments thereto, as are necessary to implement the project(s).

Approved Veteran Service Application for MN Department of Veterans Affairs Grant

The Board, by adoption of its Consent Agenda, approved the Veterans Service Office Application for the MN Department of Veterans Affairs Competitive Grant.

REGULAR AGENDA

2025 Employee Insurance

Human Resources Director, Ann Schroeder, reviewed the 2025 insurance rates for employee health insurance. Prime Health Insurance renewal rates came in with an average increase of 3.3%. There were no changes for non-HSA plans, no change to max out of pocket on HSA/VEBA plans, no change in family plan child/spouse rates, and an increase in employer contribution to HAS/VEBA of \$50/single and \$100/family plans, per current union contracts. All other insurances remain unchanged for 2025.

A motion was made by Commissioner Gaasvig, and seconded by Commissioner Anderson, to approve the 2025 employee insurance rates as recommended by the Labor Management Committee on Insurance: 1)Health Insurance rates with an average 3.3% increase in premium 2)Employer contribution increases of \$50/single and \$100/family plans and all other voluntary benefit plans with no changes. Carried 4:1 vote. Gould voted No.

Current union contracts are through 2027. It was mentioned that a review of other insurance choices could be solicited at that time.

County Emergency Declaration Resolution

Chris Muller, Emergency Management Director presented information around the July 31, 2024 intense storm that went across Southern Beltrami County. By declaring an Emergency for this event, it will be possible get reimbursement from the State of MN and Federal funding for repairs from storm damages.

Resolution Declaring Beltrami County in a State of Emergency for Response to Destructive Severe Thunderstorms:

WHEREAS, Beltrami County experienced a destructive severe thunderstorm on July 31st, 2024 and numerous other weather events during the end of July and early August; and

WHEREAS, several hundred trees were downed from strong winds resulting in significant public infrastructure property damage; and

WHEREAS, substantial city, county and township resources were expended in the response and clearing of debris; and

WHEREAS, preliminary estimates indicate tens of thousands of dollars have been spent responding to the storm clean up; and

WHEREAS, Beltrami Electric Cooperative reported eligible damages to be included in the damage threshold for Beltrami County; and

WHEREAS, reimbursement assistance from the State of Minnesota may be available to assist the County and eligible applicants in recovery of this disaster; and

WHEREAS, Beltrami County has successfully participated in the State of Minnesota Disaster Assistance Recovery Account (DACA) program previously; and

WHEREAS, Beltrami County has an appointed Emergency Management Director to facilitate recovery efforts; and

WHEREAS, the Beltrami County Board of Commissioners authorizes Emergency Management Director Christopher Muller to conduct recovery efforts on behalf of the County with the Minnesota Department of Public Safety's Division of Homeland Security and Emergency Management; and

WHEREAS, the Beltrami County Department of Emergency Management requests the Beltrami County Board of Commissioners declare Beltrami County in a STATE OF EMERGENCY for the response to recent severe weather.

NOW, THEREFORE, BE IT RESOLVED that the Beltrami County Board of Commissioners declares Beltrami County in a State of Emergency for conditions resulting from severe weather this day of 20 of August, 2024 for a period of 30 days or until emergency conditions no longer exist.

A motion was made By Commissioner Gould, and seconded by Commissioner Anderson, to approve the Resolution Declaring Beltrami County in a State of Emergency for Response to Destructive Severe Thunderstorms on July 31, 2024. Unanimously carried.

COMMISSIONERS' BUSINESS

Legislative/Lobbying Issues & Commissioners' Reports

- Commissioner Gaasvig reported on several committee assignments and a 4-H Tour he attended at the County Fair.

- Commissioner Gould reported on several committee assignments.
- Commissioner Carlson reported on several committee assignments.

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be September 3, 2024, in the Board Room of the County Administration Building.

MEETING ADJOURNMENT

A motion to adjourn the Board meeting at 5:26 p.m. was made by Commissioner Gould, seconded by Commissioner Gaasvig, and unanimously carried.

John Carlson, Chair

Thomas H. Barry, County Administrator

WORK MEETING MINUTES

Beltrami County Board of Commissioners

August 20, 2024

3:00 pm

**Meeting to be held in the County Board Room
County Administration Building, 701 Minnesota Avenue NW
Bemidji, MN**

A link to the livestream will be available on the Board Meeting Agendas and Minutes page of the County Website.

Present: Commissioner Craig Gaasvig, Commissioner John Carlson, Commissioner Tim Sumner, Commissioner Richard Anderson, Commissioner Joe Gould.

1. Call to Order

John Carlson called the meeting to order at 3:00 pm

2. Introduction of New Employees

None.

3. Identify Future Work Meeting Topics

None.

4. Veteran Services Competitive Grant Opportunity

Veterans Service Officer, Shane Gustafson, presented information on a MN Department of Veterans Affairs Competitive Grant to purchase a mobile claims vehicle and trailer that his office is hoping to apply for. If awarded, it would allow the Veteran Service Office to reach the underserved veteran populations in remote, rural areas and tribal lands across the County. The grant is for \$180,000 over a 24 month period. When the grant expires, all costs will be the County's responsibility or another grant becomes available and is successfully awarded. This item is on the Consent Agenda. The Board is in support of submitting the grant.

5. 2024 County Parks System & Recreation Update

Recreation Resource Manager, Lori Clark reviewed current and upcoming Park and Recreation projects and activities. She provided a brief recap of each of the 6 parks, a summary of park funding and budget over the past 10 years. She also gave a shout out to all the volunteers and recreational clubs who provide countless hours of time and work in making the County Park System what is today.

6. Marriage Ceremony Services

License Center Director, Leala Roth reviewed a recent change in MN law regarding who can perform civil marriage ceremonies. Anyone 21 years of age or older can register as a civil marriage officiant and perform ceremonies. This has created the opportunity for License Center employees to be able to perform civil marriage ceremonies at the time a couple acquires their marriage license.

This additional service in the license center would also provide additional revenue to the County. Staff are supportive of this added service.

The Board is in support of adding this item to a future Board Agenda for further consideration.

7. Set Road Tour Date

Highway Engineer, Bruce Hasbargen proposed the date of Monday, October 7, for the annual road tour. After discussion, it was determined that September 30, 2024 would be a better date for Commissioners to participate in a road tour.

8. Township/City Road Maintenance Rate Structure

The Highway Department is requesting that a per mile rate structure be considered for the work they do for townships and cities. A per mile rate structure would eliminate administrative time (operators filling our account receivable forms, office staff reviewing data, accountant invoicing and collection). A per mile rate structure would require only one invoice. It would also more accurately cover actual costs and unallocated costs, and be more consistent across all townships/cities that would choose to participate. The current hourly rate structure does not fully cover costs.

At this time, about one-quarter of Beltrami County Townships use the County Highway Department to provide road maintenance services.

Members of the Board are in support of having this item added to a future Regular Agenda for further discussion and implementation.

8. Administrator's Report

- Jail Project Update
- Budget progress update
- 3rd Quarter Newsletter will be ready to publish near the beginning of September
- Paul Bunyan Transit Meeting is scheduled for August 27
- Monday September 2 County offices closed for Labor Day holiday

9. Other Business Items

a) Review Bills

b)

10. Review Agenda for the August 20, 2024 Regular Board Meeting

The following item was added to the Regular Agenda:

- County Emergency Declaration Resolution

11. Adjourn

The Work Session was adjourned at 4:27 p.m.



BELTRAMI county

Meeting Date: September 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Auditor Warrants

RECOMMENDATIONS: Approval of bills that have been paid as Auditor Warrants.

DEPARTMENT OF ORIGIN: Auditor-Treasurer

CONTACT PERSON: JoDee Treat, Auditor-Treasurer 218-333-4175

DATE SUBMITTED: August 27, 2024

CLEARANCES: Beltrami Auditor-Treasurer

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing in Commissioner's Office

SUMMARY STATEMENT: Auditor Warrants are paid weekly upon approval of the Beltrami County Auditor-Treasurer. Auditor Warrants are typically standard re-occurring invoices, Fiscal Agency expenditures, or items already approved by the Board of Commissioners. The Auditor Warrant Listing will be provided for Commissioner review in the Commissioner's Office. All Warrants have been mailed to vendors the week they were processed.



BELTRAMI county

Meeting Date: September 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Commissioner Warrants

RECOMMENDATIONS: Approval of bills to be paid as Commissioner Warrants.

DEPARTMENT OF ORIGIN: Auditor-Treasurer

CONTACT PERSON: JoDee Treat, Auditor-Treasurer 218-333-4175

DATE SUBMITTED: August 27, 2024

CLEARANCES: County Department Heads

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing provided during Work Session

SUMMARY STATEMENT: The Commissioner Warrant Listing will be provided at the County Board Work Session. These invoices have been approved and submitted by their respective Department Heads for payment. In compliance with Statute, all Warrants will be mailed to vendors on day three of approval.



Meeting Date: September 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Victim Service Coordinator Grant Agreement

RECOMMENDATIONS: Approve Amendment

DEPARTMENT OF ORIGIN: Beltrami County Attorney's Office

CONTACT PERSON: David Hanson, County Attorney 218-333-4219

DATE SUBMITTED: August 27, 2024

CLEARANCES: County Administrator, County Attorney, Minnesota Office of Justice Programs

BUDGET IMPACT: None

EXHIBITS: Grant Contract Agreement Amendment, REVISED Exhibit A (Budget Summary)

SUMMARY STATEMENT: The Beltrami County Attorney's office has been a recipient of an Office of Justice Programs Crime Victim Service Grant. The grant has sufficient funding to renew through an amendment to the prior grant rather than having to submit a new application and needs Board approval to go forward.



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2024 Grant Contract Agreement No.: A-CVS-2024-BELTRAAO-163 Grant Contract Amendment No.: 1
Grantee: Beltrami County, Attorney’s Office 701 NW Minnesota Avenue Bemidji, Minnesota 56601	Grant Contract Agreement Term: Effective Date: 10/1/2023 Expiration Date: 9/30/2024 <u>9/30/2025</u>
Grant Matching Requirement: Original Agreement Amount \$0.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount \$0.00 Total Agreement Amount \$0.00	Grantee Contract Agreement Amount: Original Agreement Amount \$70,000.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount <u>\$70,000.00</u> Total Agreement Amount <u>\$140,000.00</u>
State’s Authorized Representative: Megan Reetz Magnuson, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 248-3892 Megan.reetz@state.mn.us	Federal Funding: CFDA/ALN: 16.575 FAIN: 15POVC-22-GG-00764-ASSI & <u>15POVC-23-GG-00443-ASSI</u> State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3.

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

1. Special Duties:

~~\$70,000~~ \$140,000.00 for prosecutor based crime victim services in Beltrami County.

2. Time limitations on funding use:

Federal funding

VOCA 2022

\$70,000.00 is available from October 1, 2023 through September 30, 2025.

VOCA 2023

\$70,000.00 is available from October 1, 2023 through September 30, 2025.

-continued-



The Original Grant Contract Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

Grant Agreement No./PO No: A-CVS-2024-BELTRAAO-163 / 3-90889

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

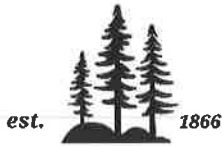
Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget	Federal	State	Match
Budget Category			
Personnel			
Victim Services Coordinator	\$101,274.00	\$0.00	\$0.00
Total	\$101,274.00	\$0.00	\$0.00
Payroll Taxes & Fringe			
Payroll Taxes & Fringe	\$38,726.00	\$0.00	\$0.00
Total	\$38,726.00	\$0.00	\$0.00
Total	\$140,000.00	\$0.00	\$0.00



Date: September 3, 2024
Beltrami County Commission

BELTRAMI county

CONSENT AGENDA BILL

SUBJECT: 2024-2025 PLSS Corner Remonumentation

RECOMMENDATIONS: Approval of contract to continue the County's public land survey system (PLSS) corner remonumentation project.

DEPARTMENT OF ORIGIN: GIS

CONTACT PERSON: Kevin Trappe, GIS Director or Bob Murray, County Surveyor: 218-333-8457

DATE SUBMITTED: August 27, 2024

CLEARANCES: County Administrator, County Attorney

BUDGET IMPACT: \$268,875

ATTACHMENTS: Project status map and contract

SUMMARY STATEMENT: The GIS Director and County Surveyor recommend approval of a contract to continue the County's public land survey system (PLSS) corner remonumentation project with Sugar Bush and Taylor Townships located in Commissioner District 1. These two townships are among the first ones surveyed in Beltrami County in 1874 – 150 years ago.

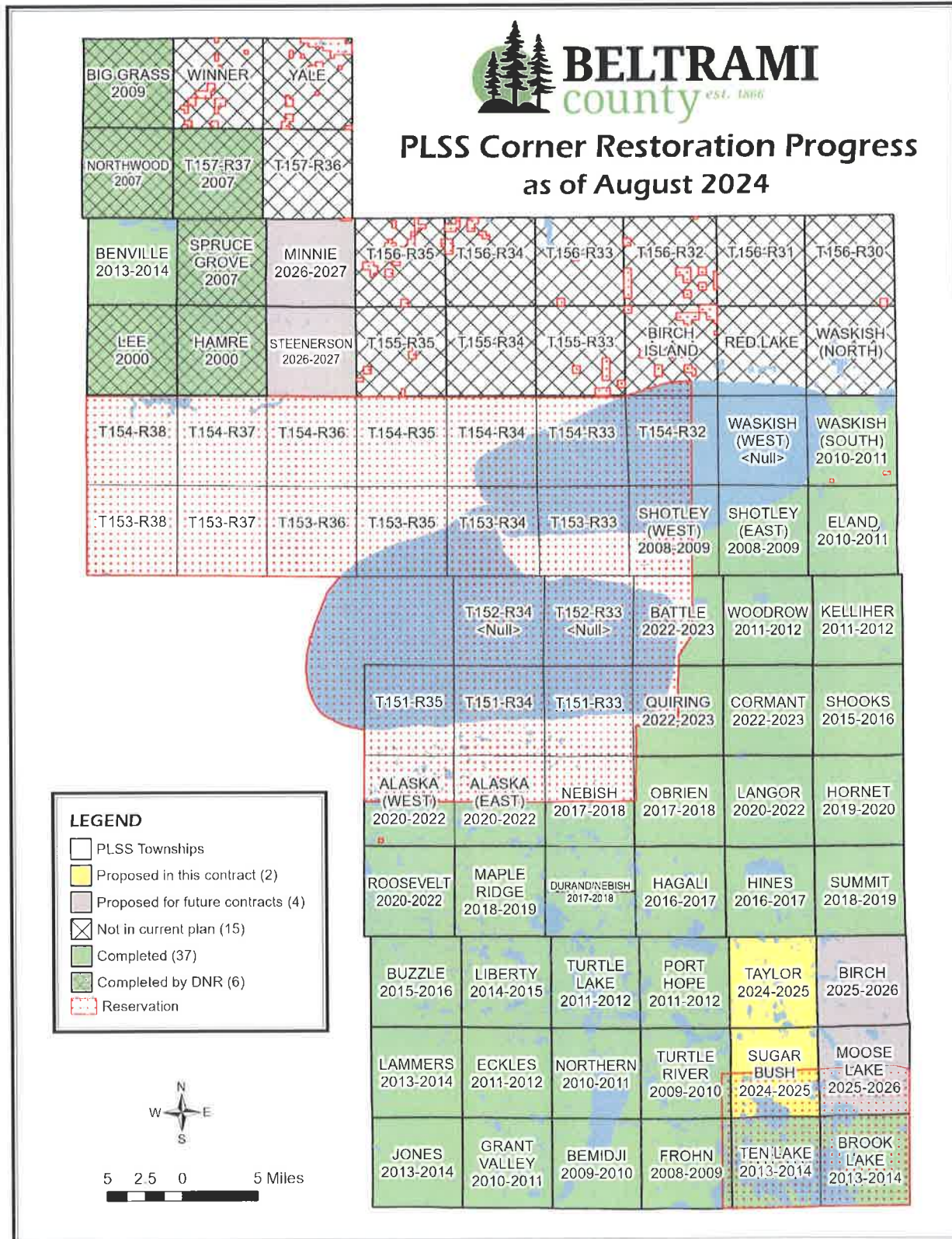
Contract terms and costs have been negotiated and the total cost will be \$268,875 to perform remonumentation work on 239 corners in Sugar Bush and Taylor Townships. The contracted land surveying firm (Kramer, Leas, DeLeo) remains the same as in previous years.

Cost per corner has increased from the last project due to economic conditions as well as challenges with accessing many of the remote locations in these two townships.

There will be approximately \$60,000 in budgeted revenue from recorded documents for FY 2025 which will fund part of this project (Recorder's Unallocated Fund). The remaining ~\$210,000 is contingent on approval of the FY 2025 budget and would come from ARPA funds. The ARPA funding request is recommended by the Budget Committee.

There is a clause in the contract that allows the county to adjust the scope of work or terminate the contract early if funds run out. The contractor is eager to begin working on these townships as summer will soon be transitioning into fall and this is the most opportune time of year to begin the work.

Earlier this year, the Board was briefed on the fact that the county was not selected as a grant recipient for State funds that could have been used for this project. Beltrami County ranked 55th out of 62 applicants. Funds ran out after the first 34 awarded applicants. The awarded counties all have a much lower percentage of certified corners than us and/or have total annual revenues that are much lower than us. There is currently no guarantee of future grant funds or a more favorable rank for Beltrami County if funding does become available.



**COUNTY OF BELTRAMI
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

Project Identification: Public Land Survey Corner Remonumentation for Sugar Bush (T147N R31W) and Taylor (T148N R31W) Townships.

This Contract is between the County of Beltrami (County) and: Kramer Leas DeLeo P.C., 1120 Industrial Park Road, Brainerd, MN 56401.

Recitals

1. The County is in need of Public Land Survey corner maintenance for Sugar Bush and Taylor Townships.
2. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the County.

Contract Special Terms

Article 1 Term of Contract:

- 1.1 Effective date: The date that all required signatures are obtained by the County.
- 1.2 Expiration date: November 30, 2025 or until all obligations have been approved, whichever occurs first.

Article 2 Scope of Work:

- 2.1 The services to be provided for under this Contract by the Contractor are:
 - 2.1.1 Recover and re-establish Public Land Survey (PLS) corners (including section corners, quarter corners, meander corners and witness corners) in Sugar Bush (T147N R31W) and Taylor (T148N R31W) Townships in Beltrami County.
 - 2.1.2 Review existing COLOGC forms and all other archived information relating to designated corners for those sections containing private or county-managed lands only as well as the northeast corner of the township as required by MN State Statute 381.13.
 - 2.1.3 Inform landowner of need to access property.
 - 2.1.4 The Contractor will be responsible for contacting the appropriate road authority for permission in the event that excavation needs to take place within the road right-of-way. The contractor is responsible for any equipment and materials other than cold mix needed to return the road to its original condition. Cold mix will be provided by the County for the sole purpose of patching plugs within

bituminous surfaces.

2.1.5 Maintenance of existing corners

- a. Document the type, size, and distance above or below the ground surface, stamp, and the condition of any existing monuments as well as the surface plug if applicable. The County and the Contractor will agree on a field worksheet template to be utilized explicitly throughout the course of the project for every corner.
- b. If an existing monument is known to be 12 inches or less, it must be replaced with a longer, standard length monument.
- c. An existing monument found in a roadway, any surface traveled by vehicle or agricultural field shall be lowered to 1.0 foot below ground surface, unless deemed unreasonable by Contractor.
- d. If the monument exists as indicated on the existing COLOGC form, measurements to all existing accessories shall be measured by brushing from the monument to the accessory and using a plum together with a chain or steel tape, or EDM and indicated in the field notes both in the form of a drawing sketch and informational text. Accessories shall be semi-permanent in nature and may include such items as trees, power poles, buildings or other identifiable natural or artificial features from which a reliable distance could be measured to locate or relocate the corner. All bearing trees in rural, remote areas will be double blazed with one blaze at ground level and the second chest high.
- e. It is preferable to have four (4) accessories per corner in four (4) separate quadrants.
- f. If the monument is missing or damaged, re-establish it using measurements from accessories shown on the existing COLOGC form or other historical survey documentation if possible. Indicate whether or not a previously noted monument was found or not. Document a description of the monument set for the corner. Measurements to accessories shall be measured and indicated both in the sketch and in the field book documentation. Complete and thorough documentation regarding the methodology used to reset the monument will be included in the field book. Compass quadrant bearings will be used when noting direction and distance to the monument (i.e. N 35° W, 227.25°).
- g. Any monument replaced in a roadway, any surface traveled by vehicle or agricultural field shall be set 1.0 foot below ground surface, unless deemed unreasonable by Contractor.
- h. All monuments will be occupied. Plugs in blacktopped roads will be removed and the monument below will be occupied. Plugs may be reused if they are in good condition, otherwise they will need to be replaced with new plugs. Replacement plugs will be provided by the County. Plugs will be replaced in the correct location above the monument by utilizing and showing four (4) accessories. The contractor is responsible for any equipment and materials other than cold mix needed to return the road to its original condition. Cold mix will be provided by the County for the sole purpose of patching plugs within bituminous surfaces. A minimum depth of six (6) inches of packed bituminous will be required to secure placement of the plugs. If no surface plug was previously set for monuments within blacktopped roads, the County will supply a pipe or plug to be installed

within the road's surface. A detailed sketch of the plug will be documented in the field notes both in the form of a sketch and informational text.

- i. Excavation for monuments in roads or ditch grades that have not been certified will go to the depth of natural ground. Width and length of the excavation will be determined by the contractor. Photographs taken during the excavation processes and of any evidence recovered in its original location will be required.
- j. If a corner is established from monuments of previous surveys, a detailed and thorough sketch will be documented in the field notes both in the form of a sketch and informational text indicating monuments used to establish corner position as well as all tie locations when the location cannot be collected using GPS equipment.
- k. Seventy-two inch (72") thin line fiberglass identification posts will be installed at monument locations for all off road corners. Posts will be supplied by the County.
- l. Detailed statement of corner acceptance. Explicit description of methodology used in determining acceptance of existing corner location and statement of corner location acceptance when no previous history exists.

2.1.6 Remonumentation of original corners

- a. If a corner has no original or re-survey evidence recovered, monuments 30 inches in length will be set in accordance with the Bureau of Land Management Manual of Surveying Instructions accessible at www.cadastral.com/73manl-1.htm.
- b. Monuments set in a roadway, any surface traveled by vehicle or agricultural field shall be placed at least 1.0 foot below ground surface, unless deemed unreasonable by Contractor.
- c. Any work performed beyond that which is provided for in this Contract without a prior written amendment signed by County, will be deemed voluntary and Contractor will not be entitled to compensation for the extra work.
- d. Seventy-two inch (72") thin line fiberglass identification posts will be installed at monument locations for all off road corners. Posts will be supplied by the County.
- e. All recovered original evidence is deemed the property of Beltrami County and shall be turned over to the County's project manager prior to end of the contract.

2.1.7 Positioning of the monuments

- a. All monuments within the project area, found, re-established from the accessories as described in the Maintenance of Existing Corners section above, or initially set shall have X and Y coordinate values out to the third decimal place (0.xxx) based on the appropriate Beltrami County Coordinate System established on them. The datum to be used shall be NAD83 (1996 Adjustment). Horizontal control stations will be available within approximately three (3) miles of every corner. Information regarding horizontal control stations can be accessed from www.olmweb.dot.state.mn.us/geodetic/geoindex.htm.
- b. The horizontal accuracy standard for these positions shall be similar to those defined in the 2005 version of the accuracy standards for ALTA/ACSM Land Title Surveys (Appendix 1). County standards will require 0.05 feet for

positional accuracy.

- c. Static GPS, RTK GPS and terrestrial survey equipment are acceptable methods of position as well as a combination of these methods on the judgment of the Surveyor supervising the project. Positions shall be taken at two (2) separate times.
- d. All terrestrial survey methods shall be accomplished by closed and least squares adjusted traverses in those instances where more than one (1) leg is needed to tie into a monument. If a monument cannot be occupied, field notes shall show the control points set to tie in the monument.
- e. All adjoining corner coordinates utilized to set required corner must be submitted at the same time those submitted for the actual corner before that corner will be considered as complete.

2.1.8 Establishment and maintenance of accessories

- a. Accessories shall be semi-permanent in nature and may include such items as trees, power poles, buildings or other identifiable natural or artificial features from which a reliable distance could be measured to locate or relocate the corner. It is preferable to have four (4) accessories per corner in four (4) separate quadrants.
- b. Document the condition of all prior and existing accessories. Indicate whether or not a previously noted monument was found or not.
- c. When establishing a bearing tree as an accessory use at least a 10d nail and washer/disk in the base of the tree within 3" from ground level perpendicular to the corner monument which will be used to identify and measure to. All bearing trees in rural, remote areas will be double blazed with one blaze at ground level and the second chest high. Indicate current diameters four (4) feet above the ground and species of all bearing trees.
- d. Compass quadrant bearings will be used when noting direction and distance to the monument (i.e. N 35° W, 227.25').

2.1.9 Survey field worksheets

- a. The County and the Contractor will agree on a field worksheet template to be utilized explicitly throughout the course of the project for every corner. The field worksheet shall include the following information:
 - 1. Township number (i.e. 149)
 - 2. Range number (i.e. 34)
 - 3. Corner index number (i.e. A-19)
 - 4. Crew member names - first name initial, middle name initial and full last name.
 - 5. Date – date the crew was at the corner location (mm/dd/yyyy).
 - 6. Weather conditions (i.e. clear, mostly cloudy, cloudy and snowing, fog, rain, etc.).
 - 7. Temperature - noted in degrees Fahrenheit.
 - 8. Corner found – describe corner evidence found.
 - 9. Size – size of monument found.
 - 10. Up/Down – monument above or below ground and how far or flush.
 - 11. Comments – any pertinent comments regarding monument found.

12. Ties found – size (diameter), tree species, bearing, distance, nail/disk (direction, location – i.e. W. Base), corner location tag (circle = yes; not circled =no), blazed (circle = yes; not circled =no), scribed (circle = yes; not circled =no).
13. Corner set – Describe the corner set.
14. Size – size of monument set.
15. Up/Down – monument above or below ground and how far or flush.
16. Slimline set – circle the direction the slimline was placed from the monument (N S E W).
17. Comments – any pertinent comments regarding new monument set.
18. Ties set - size (diameter), tree species, bearing, distance, nail/disk (yes/no), corner location tag (yes/no), blazed (yes/no), scribed (yes/no).
19. Road names - proper 911 road name (i.e. Swinburn Ct NW)
20. Bearing of the shoreline.
21. Distance to water.
22. Sketch of the monument top – A detailed sketch of the monument top and surface plug if one exists or was set. Clearly denote which is the monument and which is the plug directly above the sketch.
23. Sketch of corner – include appropriate section numbers, vegetative cover for each quadrant, road with centerline, proper 911 road name including directional (i.e. Mill St NE), road surface type, tie locations and symbols, distance to centerline of berms and ditches, show actual corner position when a witness corner is used and note distance between them, label boundary of water, flow direction of stream or ditch, and any other pertinent information regarding the corner.

2.1.10 Preparation of COLOGC forms and Township Certificate of Survey

- a. All Certificates (fronts and backs) will be prepared by Beltrami County. The Certificate will be signed and dated by the Professional Land Surveyor who has supervised the work.

2.1.11 Digital photographs

- a. Five (5) or more photographs of each corner visited or reset will be required. Photographs will consist of four (4) unobstructed cardinal directional photographs, one (1) directly overhead photograph of the existing monument and one (1) overhead of any monument set by the contractor. Cardinal directions are defined the four (4) principal compass points (North, South, East, West). Photographs taken during any excavation process and any evidence recovered in its original location will be required.
- b. Photographs will be submitted in a jpg or pdf format and shall have a pixel resolution of at least 4 megapixels (2464 x 1632) with a maximum print size of 8.21” x 5.44” at 300ppi to ensure true photo quality. Images will also follow the County’s naming convention (i.e. T146-R34-A-7-N.jpg, T154-R30-WX-5-M.jpg, T147-R33-B-19;20-E.jpg). All photos will contain a date and time stamp on the actual image.

- 2.1.12 Certificate of Survey
- a. A final Certificate of Survey for each Township shall be prepared by Beltrami County.
 - b. The final Certificate of Survey shall be signed and dated by the Professional Land Surveyor who has supervised the work.
- 2.2 Deliverables are defined as the work product created or supplied by the Contractor pursuant to the terms of this Contract. Deliverables of this Contract will be submitted on a weekly basis as the work is completed and are defined as follows:
- 2.2.1 The original field worksheets. Worksheets will be scanned and submitted to the County on a weekly basis with the original worksheets submitted when each township is completed.
 - 2.2.2 A comma delimited ASCII file containing point number, northing, easting and descriptor of each designated monument and control point located in the project area. Corner descriptor will follow County's standard corner index naming convention (i.e. T148-R33-QR-17-WC). All coordinate values will be carried out to the third decimal place (0.xxx).
 - 2.2.3 A GIS shapefile or CAD drawing file containing point number, northing, easting, and descriptor of each designated monument and control point located in the project area. Corner descriptor will follow County's standard corner index naming convention (i.e. T148-R33-QR-17-WC). All coordinate values will be carried out to the third decimal place (0.xxx).
 - 2.2.4 If utilizing Trimble products, a copy of the DC file or equivalent data collection file from other products which includes the date of collection.
 - 2.2.5 Copies of any least squares adjustment performed during the course of the survey.
 - 2.2.6 Digital photographs in a jpg or pdf format of each corner as specified in Section 2.1.11 Digital Photographs of this contract.
 - 2.2.7 A signed and dated original Certificate of Survey for each township at the completion of the project. The Certificate of Survey will be prepared by Beltrami County using the data submitted by the Contractor and will require the Contractor to sign and date it upon completion.
 - 2.2.8 All signed and dated original COLOGC. Beltrami County will prepare the fronts and backs of all COLOGC using the data submitted by the Contractor and will require the Contractor to sign and date them upon completion.
 - 2.2.9 All recovered original or re-survey evidence.

- 2.3 All final corrections must be submitted to the County within 60 days of the Contract's Expiration Date.
- 2.4 The County's Authorized Agent has the authority to update and adjust all project schedules when necessary at progress meetings within the terms of the Contract.

Article 3 Items Provided and Completed by the County:

- 3.1 A copy of related corner documents located within the County's records, which will include original field notes, previous COLOGC certificates, field book notes, certificates of surveys, judicial ditch records, recorded plats, and more relative to each required corner.
- 3.2 Cast iron monuments will be supplied for use within roads and the Northeast corner of each township. The contractor will be responsible for providing the necessary rebar needed to set the plugs and repair the road to its previous condition. Cold mix will be provided by the County for the sole purpose of patching plugs in bituminous surfaces. All other monuments will be supplied by the contracting firm and will include a cap with the Registered Land Surveyor's number stamped on it. Minimum length of the monuments to be supplied by the contracting firm shall be 30 inches with longer monuments as needed in areas for stability. Aluminum plugs for use within bituminous roads will be provided by the County.
- 3.3 Notification letters sent to property owners whose land is within or adjacent to the contracted townships informing them of the remonumentation project.

Article 4 Terms of Payment:

- 4.1 Fifty percent of the contracted corners must be completed by May 31, 2025 or sooner. Under no circumstance will any payment under this contract be made until 50% of the contracted corners are completed at which time a detailed invoice for 50% of the contract price may be submitted. If the County deems that 50% of the work has been completed to the standard specifications set within the contract, the request will be approved and submitted for payment following an internal review process not to exceed more than 30 days from the date the invoice is received. Final payment will be made within 60 days of a completed submittal of all of the Final Delivery Items deemed acceptable by the County and as listed herein.
- 4.2 Fees
 - 4.2.1 *PLS Section, Quarter, Witness and Meander Corners.* Fee for providing services related to locating, positioning, and documenting all designated PLS corners within:

Sugar Bush (T147N R31W) Township – 120 corners at \$1,125 per corner
For a total of \$135,000

Taylor (T148N R31W) Township – 119 corners at \$1,125 per corner
For a total of \$133,875

4.3 Total payment made under this Contract shall not exceed \$268,875.

Article 5 Contractor's Authorized Agent and Project Team:

5.1 The Contractor's Authorized Agent will be:

Name: James Kramer
Title: President
Address: 1120 Industrial Park Road, Brainerd, MN 56401
Phone: 218-829-5333 or 1-866-816-5333

If the Contractor's Authorized Agent or Project Team changes at any time during this Contract, the Contractor will be responsible to follow conditions laid out within Article 14 of the General Terms.

Article 6 County's Authorized Agent and Project Manager:

6.1 The County's Authorized Agent will be:

Name: Kevin Trappe
Title: GIS Director
Address: Beltrami County GIS
701 Minnesota Ave NW, Suite 219
Bemidji, MN 56601
Phone: 218-333-8457

The County's Authorized Agent, or his/her successor, has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the County's Authorized Agent will certify acceptance on each invoice submitted for payment.

6.2 The County's Project Manager for this Contract will be:

Name: Bob Murray
Title: County Surveyor
Address: Beltrami County GIS
701 Minnesota Ave NW, Suite 219
Bemidji, MN 56601
Phone: 218-333-8446

The County's Project Manager, or his/her successor, has the responsibility to monitor the Contractor's performance and progress. The Project Manager will sign progress reports, review billing statements, make recommendations to the County's Authorized Agent for acceptance of the Contractor's goods or services, and make recommendations to the County's Authorized Agent for certification for payment of each Invoice submitted for payment.

Article 7 Modification of the General Terms:

- 7.1 There are no modifications to the General Terms.

Article 8 Additional Provisions:

- 8.1 Contractor will provide County with proof of obtaining a performance bond or Irrevocable Letter of Credit in an amount equal to the Contract amount. Contractor will be released from the Bond or Letter of Credit once all final deliverables have been received and deemed acceptable by the County.

Contract General Terms

Article 9 Terms of Contract

- 9.1 This Contract will be effective upon the date set in the Special Terms and will remain in effect until the Expiration Date set in the Special Terms, or until all obligations set forth in this Contract have been fulfilled to the satisfaction of County, or until terminated under Article 26, whichever event occurs first.
- 9.2 The Beltrami County Board of Commissioners reserves the right to increase or decrease the scope of services, revise the anticipated working agreement or otherwise modify the working arrangement during the course of the services. Fees for services beyond the scope of services herein defined will not be allowed without written approval of Beltrami County.
- 9.3 It will be Contractor's responsibility to notify County's Project Manager and County's Authorized Agent, in writing, if the project will not be completed as scheduled. County's Project Manager will have the authority to adjust the schedule, in writing, within the term of Contract.

Article 10 Terms of General Terms

- 10.1 Any and all provisions of these General Terms will remain in force unless they are specifically modified, in writing, by the Special Terms of this Contract.
- 10.2 To the extent of any inconsistencies between the Special Terms and these General Terms, the Special Terms will control. Minnesota law supersedes any of the Special Terms or General Terms set forth in this Contract

Article 11 Terms of Payment

- 11.1 Subject to the provisions of the Special and General Terms, all services performed and/or goods satisfactorily supplied by Contractor pursuant to this Contract will be paid by County. Compensation will be in accordance with the Special Terms, Article 4 Terms of Payment.

- 11.2 If it appears at any time that Contractor will exceed the Total Contract Amount stated in the Special Terms of this Contract, Contractor must notify County's Authorized Agent in writing in a timely manner. Contractor will not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to this Contract. Any work performed beyond that which is provided for in this Contract without a prior written amendment signed by County, will be deemed voluntary and Contractor will not be entitled to compensation for the extra work.
- 11.3 If Contractor claims any instructions, latent conditions, or conditions exist that cause extra cost under this Contract, Contractor must make a written notice for any extra cost incurred within 10 days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Terms of this Contract. Any claims made without a written notice will be refused and no claim will be valid unless so made. Any work performed under an amendment to this Contract that has not been properly approved and executed by the parties will be performed at Contractor's own risk. County's Authorized Agent will have the sole authority to determine whether any claimed extra costs are reasonable under the circumstances and whether County will approve the extra costs.
- 11.4 An internal review process, not to exceed 30 days from the date the invoice was received, will be conducted to ensure the work has been completed to the standard specifications set within the contract. If the County deems the above to be true, a request for payment will be submitted to the County Auditor's Office by the County's Authorized Agent.
- 11.5 Reimbursement for travel and subsistence expenses actually and necessarily incurred by Contractor as a result of this Contract is the responsibility of the Contractor.
- 11.6 The final payment due to Contractor will be made within 60 days of a completed submittal of all of the Final Delivery Items listed herein.

Article 12 Procedure for Payment

- 12.1 At the time that 50% of the contracted corners are completed, a detailed invoice for 50% of the contract price may be submitted. If the County deems that 50% of the work has been completed to the standard specifications set within the contract, the request will be approved and submitted for payment following an internal review process not to exceed more than 30 days from the date the invoice is received. Final payment will be made within 60 days of a completed submittal of all of the Final Delivery Items deemed acceptable by the County and as listed herein.
- 12.2 Each invoice must contain the following information: County Contract Number, billing address if different from business address, and Contractor's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and/or goods has been included in any prior invoice.
- 12.3 Each invoice and a progress report for that period must be sent to County's Authorized Agent for review and payment.

Article 13 Conditions of Payment

- 13.1 All services and/or goods provided by Contractor pursuant to this Contract must be performed to the satisfaction of County.
- 13.2 Contractor will not receive payment for work determined by County's Authorized Agent to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.
- 13.3 All services and/or goods covered by progress payments made by County will become the sole property of County. This provision must not be construed as relieving Contractor from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of County to require the fulfillment of all of the terms of this Contract.
- 13.4 Nothing in this Contract must be construed in any way to operate to relieve Contractor from its obligation to complete the services and/or deliver any goods described in this Contract for a sum not to exceed that set forth in the Special Terms.

Article 14 Contractor's Key Personnel

- 14.1 Contractor's key personnel specified by name and title will be considered essential to the work being performed. The Key Personnel shall constitute the Project Team and defined as any field, office support, supervisory or other staff working on the project.
- 14.2 If, for any reason, substitution of a key person becomes necessary, Contractor must provide two weeks advance written notification of the substitution to County's Authorized Agent. The written notification must include the proposed successor's name and a resume of his/her qualifications. County's Authorized Agent will have the right to reject the proposed successor based upon reasonable grounds. The proposed successor will not become part of the Project Team until such time as approval is granted by the County's Authorized Agent.

Article 15 Assignment

- 15.1 Contractor may neither assign nor transfer any rights or obligations under this Contract without authorization from County's Authorized Agent and a fully executed assignment agreement. The written authority will in no way relieve Contractor from the primary responsibility for performance of the services and/or delivery of the goods specified in this Contract.

Article 16 Amendments, Change Orders, Merger, and Waiver

- 16.1 Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work of the Special Terms and that are considered essential to the work. Any written claim made by Contractor for extra work or costs under this Contract that has been approved by County's Authorized Agent must be

evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. Contractor must notify County's Project Manager in writing if Contractor will be delayed in any way from completing the project under this Contract.

- 16.2 The work to be done in connection with this Contract may be changed at the request of County, with the mutual concurrence of Contractor. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Work identified in the Special Terms. Changes in the Total Contract Amount or Contract Expiration Date are not permitted in a change order.
- 16.3 This Contract, including all incorporated items, contains all negotiations and agreements between Contractor and County. No other understanding, whether written or oral, regarding this Contract, may be used to bind either party.
- 16.4 Failure of a party to enforce any provision of this Contract will not constitute, or be construed as, a waiver of such provision or of the right to enforce such provision.

Article 17 Affirmative Action

- 17.1 For contracts in excess of \$100,000.00, Contractor certifies that it is in compliance with Minnesota Statutes Section 363A.073.
- 17.2 Contractor certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive Order Number 11246 as amended by Executive Order Number 11375. Accordingly, 49 Code of Federal Regulations Section 21 through Appendix C and 23 Code of Federal Regulations Section Part 200 will be applicable.
- 17.3 If Contractor has more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months Contractor must comply with the following Affirmative Action requirements for disabled workers:
 - 17.3.1 Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action, to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 17.3.2 Contractor will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- 17.3.3 In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.073, and the rules of relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 17.3.4 Contractor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 17.3.5 Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Minnesota Statutes Section 363A.073, or the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

Article 18 Compliance with Licenses, Permits, and Other Regulations

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

Article 19 Government Data Practices and Intellectual Property

- 19.1 Government Data Practices. Contractor and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either Contractor or the County.

If Contractor receives a request to release the data referred to in this Clause, Contractor must immediately notify County. County will give Contractor instructions concerning the release of the data to the requesting party before the data is released.

- 19.2. Intellectual Property Rights.
- 19.2.1 *Intellectual Property Rights of County.* County 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 contract. 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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. 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 Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of County and all such Documents must be immediately returned to County by Contractor upon completion or cancellation of this contract. 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." Contractor assigns all right, title, and interest it may have in the Works and the Documents to County. Contractor must, at the request of County, execute all papers and perform all other acts necessary to transfer or record County's ownership interest in the Works and Documents.

19.2.2 *Intellectual Property of Contractor.* Contractor retains title and interest in all of its standard details, plans, specifications, and engineering computation documents, ("Previously Created Works and Documents") whether in written or electronic form, which have been incorporated into the Works and Documents, but which were developed by Contractor independent of this contract. Contractor issues to County a royalty-free, nonexclusive, and irrevocable license to use the Previously Created Works and Documents.

19.2.3 *Notification.* Whenever contractor reasonably believes it, or its employees or subcontractors, has made an invention, improvement, or discovery (whether or not patentable) in the performance of this contract, and has or actually or constructively reduced it to practice Contractor will immediately give County's Authorized Agent written notice thereof, and must promptly furnish the Authorized Agent with complete information and/or disclosure thereon.

19.2.4 *Representation.* Contractor 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 County, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Contractor will indemnify and hold harmless County, at Contractor's expense, from any action or claim brought against County 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. Contractor 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 Contractor's or County's opinion is likely to arise, Contractor must, at County's discretion, either procure for County 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 County will be in addition to and not exclusive of other remedies provided by law.

19.2.5 *County's Reuse of Works and Documents.* If the Works and Documents created and paid for under this contract are engineering plans and specifications requiring the certification of a licensed professional engineer, County acknowledges that such plans and specifications have been created solely for the specific project covered by this contract and may not be suitable for reuse on other projects. The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to this contract and all work performed under it. The act provides, inter alia, disclosure and nondisclosure requirements for all data provided to or by the County and civil remedies for failure to comply with the act.

19.3 The originals of reports, drawings, work sheets, plans, field notes, computations, and other project data must be relinquished to County:

19.3.1 Upon written notice of completion or termination of this Contract, or

19.3.2 Upon written notification by County, or

19.3.3 Upon final payment by County to Contractor for this Contract.

Article 20 Liability

20.1 Contractor must indemnify, save, and hold County, its agents, and employees harmless from any and all claims or causes of action, including attorney's fees incurred by County, arising from a negligent or otherwise wrongful act, or omission in the performance of this Contract by Contractor or Contractor's agents or employees. This clause will not be construed to bar any legal remedies Contractor may have for County's failure to fulfill its obligations pursuant to this Contract.

Article 21 Workers' Compensation

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

Article 22 Insurance

22.1 A certificate of insurance for each type of insurance required under this Contract must be filed with County's Authorized Agent within 30 days of execution of this Contract and prior to commencement of any work under this Contract. Each policy must contain a 30 day notice of cancellation, nonrenewal, or material change to all named and additional

insured.

22.2 Contractor must maintain and furnish satisfactory evidence of the following insurance policies:

22.2.1 Loss by any means, of all data furnished to Contractor by County, and for partially completed data for which County has made payment.

22.2.2 **Workers' Compensation Insurance:** Contractor will provide Workers' Compensation insurance for all Contractor employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of state of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$500,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$500,000.00 bodily injury by accident. Evidence of subcontractor's insurance must be filed with Contractor.

22.2.3 **Commercial General Liability:** Contractor will maintain insurance protecting Contractor from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, Contractor's insurance minimum amounts will be as follows:

\$1,500,000.00 -per occurrence

\$3,000,000.00 -million general aggregate

\$3,000,000.00 -annual aggregate

In addition, the following coverages should be included:

Bodily Injury and Property Damage

Products and Completed Operations Liability

Blanket Contractual Liability

Name County as an Additional Insured

22.2.4 **Commercial Automobile Liability:** Contractor will maintain insurance protecting Contractor from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations were by Contractor or by subcontractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, Contractor insurance minimum amounts will be as follows:

\$1,500,000.00 -per occurrence Combined Single limit for Bodily Injury and Property Damage.

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

Name County as an Additional Insured

22.2.5 Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability

Insurance: Unless otherwise specified within this Contract, Contractor insurance minimum amounts will be as follows:

\$2,000,000.00 - per claim

\$4,000,000.00 - annual aggregate level 1

On request, Contractor must submit a financial statement signed by a Certified Public Accountant which provides evidence that Contractor has adequate assets to cover any deductible which applies to this policy.

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

- 22.3 County reserves the right to immediately rescind this Contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be open to inspection by County, and copies of policies must be submitted to County's Authorized Agent upon written request.

Article 23 Deliverable Standards

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

Services and/or goods delivered under this Contract must be in accordance with applicable federal, state or county standards and/or specifications and must be of a quality that is satisfactory to County. Acceptance of the services and/or goods by County will not be considered a waiver of any provision of this Contract and will not relieve Contractor of the responsibility for subsequent correction of any such errors or omissions and the clarification of any ambiguities.

In the event revisions, repairs, or corrections to the deliverables must be made, such revisions, repairs or corrections shall be at the sole expense of the contractor.

- 23.2 The services and/or goods provided to County by Contractor must be of such quality that they are suitable for their intended purpose which meets the design requirements provided for in the Special Terms.
- 23.3 Time is of the essence with respect to this Contract. In the event Contractor fails to perform its duties by the time fixed for the completion of the work, County may elect to immediately terminate this Contract.
- 23.4 Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been

reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

Article 24 Publicity and Endorsements

- 24.1 Any publicity given to the program, publications, or services provided resulting from this Contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor or its employees individually or jointly with others, or any subcontractors must identify County as the sponsoring agency and must not be released without prior approval by the County's Project Manager, unless such release is a specific part of an approved work plan included in this Contract.
- 24.2 Contractor must not claim that County endorses its products or services.

Article 25 Officials not to Benefit

- 25.1 Without prior written consent of County, Contractor must not employ any professional or technical personnel to provide services under this agreement who are or have been at any time during the time period of this Contract in the employ of County, except retired County employees, without written consent from County.
- 25.2 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working for Contractor, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

Article 26 Termination

- 26.1 This Contract may be immediately terminated by County, at any time, with or without cause, upon written notice to Contractor. In the event of such termination Contractor will be entitled to payment, determined on a pro rata basis, for services and/or goods satisfactorily performed or delivered.
- 26.2 In the event County cannot or does not provide funding at a level sufficient to allow for the purchasing of the services and/or goods contained herein, this Contract may be immediately terminated, at County's option, by written notice of termination delivered in person, by mail, or facsimile to Contractor at the address specified in this Contract. County will not be obligated to pay for any services and/or goods provided by Contractor after such notice of termination.

Article 27 Errors and Omissions

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

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

- 27.2 At any time during construction or any phase of work performed by others based on data provided by Contractor, Contractor must confer with County when necessary for the purpose of interpreting the information secured and/or to correct any errors or omissions made by Contractor. Contractor must prepare any and all plans or data needed to correct the errors or omissions without added compensation, even though final payment may already have been received by Contractor. Contractor must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.
- 27.3 If errors, omissions, or negligent acts are made by Contractor in any phase of the work, the correction of which may require additional field or office work, Contractor will be promptly notified by County and will be required to perform such additional work as may be necessary to correct these errors, omissions, or negligent acts without undue delay and without additional cost to County. If Contractor is aware of any errors, omissions, or negligent acts made in any phase of the work, the corrections of which may require any additional field or office work, Contractor must promptly perform such additional work as may be necessary to correct these errors, omissions, or negligent acts without undue delay and without additional cost to County.
- 27.4 Contractor will be responsible for any damages incurred as a result of its errors, omissions, or negligent acts and for any loss or cost to repair or remedy Contractor's errors, omissions or negligent acts. Acceptance of the work by County will not relieve Contractor of the responsibility for subsequent correction of any such errors, omissions, or negligent acts, or of liability for loss or damage resulting there from.
- 27.5 Contractor must respond to County's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to County. Notification will be by telephone, followed by written correspondence. Contractor may be required to make a field review of the project site, as defined in the Special Terms, if directed by County's Authorized Agent and Contractor may be required to send personnel to the appropriate County office as part of correcting any errors or omissions.

Article 28 Performance Bond/Irrevocable Letter of Credit

- 28.1 Contractor must post a Performance Bond or Irrevocable Letter of Credit in an amount equal to the contract amount and provide the County's Authorized Agent with proof of the bond or letter.

Article 29 Disputes

- 29.1 County's Project Manager will be the initial interpreter of the requirements of this Contract and will judge the acceptability of the work hereunder. Claims, disputes, and

other matters relating to the acceptability of the work will be referred in writing to County's Project Manager, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each such claim, dispute, or other matter must be delivered by Contractor to County's Project Manager within 15 working days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to County's Project Manager within 45 days of each such occurrence, unless County's Project Manager allows an additional period of time to ascertain more accurate data.

The rendering of a decision by County's Project Manager will be a condition precedent to Contractor's exercise of such rights and remedies as it may have under this Contract or at law in respect to any claim, dispute, or other matter.

Article 30 Data Disclosure

- 30.1 Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and state tax agencies and county personnel involved in the payment of county obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Contractor to file state tax returns and pay delinquent state tax liabilities, if any. Minnesota Statutes Section 270.66.

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ADOPTED BY THE BELTRAMI COUNTY BOARD OF COMMISSIONERS THIS _____
DAY OF _____, 2024

BELTRAMI COUNTY

John Carlson, Chair, County Board of Commissioners

Date

Attest:

Tom Barry, County Administrator

Date

CONTRACTOR

James Kramer, RLS, President – Kramer, Leas, DeLeo, PC

Date

Accuracy Standards for ALTA/ACSM Land Title Surveys

Introduction

These Accuracy Standards address Relative Positional Accuracies for measurements that control land boundaries on ALTA/ACSM Land Title Surveys.

In order to meet these standards, the surveyor must assure and certify that the Relative Positional Accuracies resulting from the measurements made on the survey do not exceed that which is allowable.

If the size or configuration of the property to be surveyed, or the relief, vegetation or improvements on the property will result in survey measurements for which the allowable Relative Positional Accuracies will be exceeded, the surveyor must alternatively certify as to the Relative Positional Accuracy that was otherwise achieved on the survey.

Definition:

"Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.

Background

The lines and corners on any property survey have uncertainty in location which is the result of (1) availability and condition of reference monuments, (2) occupation or possession lines as they may differ from record lines, (3) clarity or ambiguity of the record descriptions or plats of the surveyed tracts and its adjoiners and (4) Relative Positional Accuracy.

The first three sources of uncertainty must be weighed as evidence in the determination of where, in the professional surveyor's opinion, the boundary lines and corners should be placed. Relative Positional Accuracy is related to how accurately the surveyor is able to monument or report those positions.

Of these four sources of uncertainty, only Relative Positional Accuracy is controllable, although due to the inherent error in any measurement, it cannot be eliminated. The first three can be estimated based on evidence; Relative Positional Accuracy can be estimated using statistical means.

The surveyor shall, to the extent necessary to achieve the standard contained herein, (1) compensate or correct for systematic errors, including those associated with instrument calibration, (2) select the appropriate equipment and methods, and use trained personnel and (3) use appropriate error propagation and other measurement design theory to select the proper instruments, field procedures, geometric layouts and computational procedures to control random errors.

If radial survey methods, GPS or other acceptable technologies or procedures are used to locate or establish points on the survey, the surveyor shall apply appropriate procedures in order to assure that the allowable Relative Positional Accuracy of such points is not exceeded.

Computation of Relative Positional Accuracy

Relative Positional Accuracy may be tested by:

- (1) comparing the relative location of points in a survey as measured by an independent survey of higher accuracy or
- (2) the results of a minimally constrained, correctly weighted least square adjustment of the survey.

Allowable Relative Positional Accuracy for Measurements Controlling Land Boundaries on ALTA/ACSM Land Title Surveys

0.07 feet (or 20 mm) + 50 ppm

Appendix 1. ALTA/ACSM Land Title Survey Standards. County standards will require accuracy measurements of 0.05 feet for this project.



Meeting Date: September 3rd, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Health and Human Services Warrants

RECOMMENDATIONS: Approval of bills paid

DEPARTMENT OF ORIGIN: Health and Human Services

CONTACT PERSON: Josh Burnham, Finance Manager 218-333-4197

DATE SUBMITTED: 8/28/24

CLEARANCES: Anne Lindseth, HHS Director 218-333-4195

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing provided during work session

SUMMARY STATEMENT: Warrant are paid twice weekly upon approval of the division directors and director. Warrants are typically standard re-occurring invoices, client expenditures or items already approved by the Board of Commissioners through the budgetary process. The Warrant listing will be provided for the Commissioners review during the work session. All Warrants have been mailed to the vendors the week they were processed.



Meeting Date: September 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: MOU with Clearwater County for Beltrami CSAH 3

RECOMMENDATIONS: Approve MOU

DEPARTMENT OF ORIGIN: Highway

CONTACT PERSON: Bruce Hasbargen, County Engineer, 333-8173

DATE SUBMITTED: 8/26/2024.

CLEARANCES:

BUDGET IMPACT: In 5-Year Transportation Improvement Plan, Funded with County State Aid Funds

EXHIBITS: MOU

SUMMARY STATEMENT:

The Beltrami County Highway Department and Clearwater County Highway Department wish to complete a joint mill and overlay project on Beltrami County State Aid Highway 3 and Clearwater County State Aid Highway 17, Clearline Road. Both entities desire to reduce costs by working jointly on the project. The MOU defines each County's roles and responsibilities for the project.

MEMORANDUM OF UNDERSTANDING

**BETWEEN CLEARWATER AND BELTRAMI COUNTIES
FOR THE BITUMINOUS MILL AND OVERLAY OF
CLEARWATER CSAH 17 AND BELTRAMI CSAH 3
LOCATED ON THE COUNTY LINE**


This Memorandum of Understanding is hereby made and entered into by and between Clearwater County and Beltrami County regarding the improvement of Clearwater CSAH 17 and Beltrami CSAH 3; located on the County line between the junction of US 2 and Beltrami CSAH 22.

Clearwater County and Beltrami County desire to reduce costs by completing this project with other Clearwater County projects. Each County's roles are further defined as follows:

1. Clearwater County will prepare the plans and specifications for the project. The Beltrami County Engineer will review and co-sign the plans. The plans will be submitted to the MnDOT Office of State Aid for approval.
2. Clearwater County will advertise, receive bids and award the contract to the lowest responsible bidder for the projects. An abstract of bids will be submitted to the Beltrami County Engineer.
3. Clearwater County will make all contractor payments and be responsible for the overall inspection and administration of the project.
4. To the best of their ability, Clearwater County will comply and cause the contractor to comply with all Federal, State and Local laws, ordinances and regulations applicable to the contract and work performed thereunder.
5. Clearwater County shall ensure that the proper documentation is available for payments and reimbursements.
6. Any Supplemental Agreements, Change Orders, and major construction issues that arise on this project will be reviewed and approved by both County Engineers.
7. Upon completion of the project, Clearwater County shall invoice Beltrami County for their share of the engineering, inspection and construction costs of the project.
8. Project costs for CSAH 17 & CSAH 3 will be divided equally.

Acknowledgement for Beltrami County:

Acknowledgement for Clearwater County:


Beltrami County Engineer

8/26/24
Date

Clearwater County Engineer

Date

Beltrami County Board Chairman

Date

Clearwater County Board Chairman

Date



Meeting Date: September 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Establish 2025 Mixed Solid Waste (MSW) Market Price

RECOMMENDATIONS: Approve, Annual Requirement

DEPARTMENT OF ORIGIN: Solid Waste

CONTACT PERSON: Brian Olson, Solid Waste Director, 333-8278

DATE SUBMITTED: 8-15-24

CLEARANCES:

BUDGET IMPACT:

EXHIBITS: Resolution and Fair market price worksheet.

SUMMARY STATEMENT: Per Minnesota Statutes, Chapter 297H Beltrami County is required to establish a Market Price for MSW Services, due to MPCA each year by 1 Oct.

**RESOLUTION OF THE BELTRAMI COUNTY
BOARD OF COMMISSIONERS**

Beltrami County 2025 Market Price

The following resolution () was offered by Commissioner :

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED THE 2025 MIXED SOLID WASTE
MARKET PRICE RESOLUTION**

WHEREAS, MS 297H.02 requires certain political subdivisions to identify by Resolution a Market Price for solid waste management tax purposes if the political subdivision subsidizes the cost of Municipal Solid Waste (MSW) disposal at a facility, or directly bills for organized collection of MSW on property tax statements; and

WHEREAS, The political subdivision will be liable for any Solid Waste Management Tax (SWMT) based only on the Market Price identified by Resolution; and

WHEREAS, Market Price is defined in the State Statute as the “lowest price available in the area”; and

WHEREAS, The County of Beltrami declares the Market Price for all MSW generated in Beltrami County during CY2025 to be \$34.05 per ton, based upon the lowest price available in the area. Beltrami County’s identified Market Price includes both the cost per ton-mile for transportation and the cost per ton for disposal, assuming disposal at the Gentilly Landfill. All costs were calculated using current hauling and tip fee rates offered in the region.

Commissioner seconded the foregoing resolution and it was declared adopted upon the following vote: YEAS: NAYS: .

STATE OF MINNESOTA }
 } ss.
COUNTY OF BELTRAMI }

I, Tom Barry, County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on September 3, 2024, no on file in my office and have found the same to be true and correct copy thereof.

Tom Barry
Beltrami County Administrator

SIX COUNTY GROUP - MARKET PRICE RESOLUTIONS

Calculations:

2021 for CY2022:

Hauling = Contract Price (per mile) / Tons (per load) = Price per ton/mile
\$2.22 (per mile) / 22 (tons per max load) = \$0.10 /mile

2022 for CY2023:

Hauling = Contract Price (per mile) / Tons (per load) = Price per ton/mile
\$2.22 (per mile) / 22 (tons per max load) = \$0.10 /mile

2023 for CY2024:

Hauling = Contract Price (per mile) / Tons (per load) = Price per ton/mile
\$2.55 (per mile) / 22 (tons per max load) = \$0.116 /mile

2024 for CY2025:

Hauling = Contract Price (per mile) / Tons (per load) = Price per ton/mile
\$2.55 (per mile) / 22 (tons per max load) = \$0.116 /mile

Paid backhauls on all loads per Beltrami 2019/2020/2021/2022 contract and in 2023/2024/2025 Bid RFP's.

***** No new hauling contract in place at time of the Market Price Resolution deadline *****

Rates:

Gwinner – Per White Earth Tribe Contract (Aug 2019)

Fargo – Per Todd County Contract (Aug 2019)

Elk River – Per Cass Co (MN) Contract (Aug 2019)

MarKit – Per Stantec

Clay Co – Per Stantec

Grand Forks – Per GF Herald Article

Polk County – Per 2023 Budget and 2020 Fee Schedule (last modification)

A	B	C	D	F	G	H	I	J
Line #	Status Quo & Market Price	Name and Location of Facility	Taxable Tip Fee/Ton	MMSW Subsidy/Ton (1)	Round Trip Miles (2)**	Cost/Ton Mile	Transportation Cost/Mile/Ton (Column G x H)	Total Cost/Ton (3) (Add Columns D, F and I)
1	Polk Co RRF \$0.00/ton	Polk County RRF Fosston, MN	\$80/ton	\$80/ton				\$0.00
2	Polk Co LF \$0.00/ton	Polk County LF Gentilly, MN	\$80/ton	\$80/ton				\$0.00
3	Beltrami Co Market Price	Polk Landfill Gentilly, MN	\$25.00		78	\$0.116	\$9.05	\$34.05
4	Clearwater Co Market Price	Polk Landfill Gentilly, MN	\$25.00		50	\$0.116	\$5.80	\$30.80
5	Hubbard Co Market Price	Polk Landfill Gentilly, MN	\$25.00		78	\$0.116	\$9.05	\$34.05
6	Mahnomen Co Market Price	Polk Landfill Gentilly, MN	\$25.00		50	\$0.116	\$5.80	\$30.80
7	Norman Co Market Price	Polk Landfill Gentilly, MN	\$25.00		35	\$0.116	\$4.06	\$29.06
8	Polk Co Market Price	Polk Landfill Gentilly, MN	\$25.00		35	\$0.116	\$4.06	\$29.06

** Indicates that only one-way haul is used. Our existing regional hauling contract (via Beltrami County) utilizes its own paid hauls (payloads) both ways. There is no reason to calculate an empty (unpaid) backhaul into the market price when the backhaul is full (paid) by another party. Therefore, this column only addresses one-way hauling as calculated into the market price determination.

The regional hauling contract in place at time of Market Price determination deadline is the new contract in effect for the next few years. The price next year is only \$0.01 different..

1. If the cost/ton for a facility is subsidized in addition to the tip fee charged, enter the subsidy amount and type.
2. Assume the location of the county seat is the departure site for purposes of calculating round trip mileage
3. Total cost/ton includes the tip fee plus the local subsidy (if any) plus the cost of transportation.

Note: If Line 2J is less than Line 1J, you would use this as your market price. If Line 2J is more than Line 1D, you owe SWM tax on the difference. If you use your own landfill for the market price, tax is due on the subsidy per ton. Calculate the ratio for the residential and commercial SWM tax using your SCORE percentages.



Meeting Date: September 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Bemidji Transfer Station RFP Bids

RECOMMENDATIONS: Approve low bid.

DEPARTMENT OF ORIGIN: Solid Waste

CONTACT PERSON: Brian Olson, Director, 8278

DATE SUBMITTED: 8-28-24

CLEARANCES:

BUDGET IMPACT: Solid Waste Budget \$528,000

EXHIBITS: None

SUMMARY STATEMENT:

EAPC conducted the bid opening at the Bemidji Transfer Station for the roof project on 8-27-24.

We had two bids for the project:

1. T-10 Oak Grove, MN
2. Berglund Construction & Sheet Metal, Bemidji

Bid Results:

Contractor	Bid Bond	Add 1	Add 2	Base Bid	Replace Insulation	
T-10	Yes	Yes	Yes	\$528,000.00	Deduct \$1.65 SF	Bid it as to replace all insulation, areas they don't need to insulate is \$1.65 SF returned to Owner
Berglund	No	Yes	Yes	\$539,053.00	Add \$4.50 SF	Areas that needed more insulation we would pay \$4.50 SF more

T-10 was low bidder \$528,000.

Berglund Bid should not even be considered because they didn't bring the Bid Bond, since they were not low bid it was a moot point.

We are well within 2024 budget: Originally Budgeted \$600,000, and on 1/9/24 requested to increase budget to \$810,000 due to initial bids for foam panels. We couldn't do the foam panels due to weight.

This project will replace all metal roofing and replace/add fiberglass insulation to increase R-

Value. EAPC has submitted a request to add foam instead of fiberglass, waiting for the City's reply. EAPC doesn't think they will allow it due to fire code, but asked anyway.

EAPC will submit a formal bid opening results on-line, I plan on moving forward with T-10 as the Contractor.



Meeting Date: September 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Add Crushed Concrete to Fee Schedule

RECOMMENDATIONS: Approve added a fee for the Sale of Crushed Concrete at the Demolition Landfill in the amount of \$23 per CY.

DEPARTMENT OF ORIGIN: Solid Waste

CONTACT PERSON: Brian Olson, Director, 8278

DATE SUBMITTED: 8-20-24

CLEARANCES:

BUDGET IMPACT: Sale of Product produced by crushing concrete.
7,200 CY X \$23= \$165,600

EXHIBITS: None

SUMMARY STATEMENT: Solid Waste Crushed a stockpile of crushed concrete in July 2024, per MN Rule 7035.2855 can't store waste in any particular mater for more than 3 years without being processed or utilized. Last time we did this the HWY Department purchased it all for a Highway project that was close by. This time the Highway department doesn't have a nearby use. Recommend we sell to the public.

The Solid Waste Committee has reviewed and approved a rate of \$23/cubic yard.



Meeting Date: September 3, 2024
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: Township/City Road Maintenance Rate

RECOMMENDATIONS: Approve rates (for implementation in 2025)

DEPARTMENT OF ORIGIN: Highway

CONTACT PERSON: Bruce Hasbargen, County Engineer, 333-8180

DATE SUBMITTED: August 22, 2024

CLEARANCES: None

BUDGET IMPACT: Future additional revenue to help cover costs.

EXHIBITS: Spreadsheet with Twp billing amounts and proposed rate impacts

SUMMARY STATEMENT:

The Highway Department requests that a per mile rate structure be considered for the work we do for townships and cities. A per mile rate structure would streamline accounting, help cover unallocated costs, reduce subsidization, and reduce unfair competition with private contractors.

The proposed rates are:

Snowplowing gravel \$650/mile

Snowplowing paved \$2,050/mile

Blading \$850/mile

The proposed rates would be implemented in May 2025, starting with summer blading. Winter plowing rates would start in the fall of 2025.

The delayed implementation will allow us to inform the Townships and Cities and allow them to plan for the change.

The included spreadsheet lists the townships that we have performed work for, the number of miles maintained, the largest amount we have billed them in the last three years, and amount billed per mile. Summer blading and winter plowing are separated. At the bottom is the average per mile cost. The far-right two columns in blue show potential costs for winter maintenance using the proposed rates and the % increase

over the highest amount billed. The far-right columns in green show potential costs for summer maintenance using the proposed rate and the % increase over the highest amount billed.

These proposed rates are similar to the average rate that has been billed to the townships and would bring in similar revenue. They would also cover the average county road direct costs, but not the full unallocated costs. To help cover additional costs, we propose the rates are increased \$50/mile in future yearly fee schedule updates.

The new proposed rates compared to the initial proposed rates:

Snowplowing gravel \$650 (\$1,200 initial)

Snowplowing paved \$2,050 (\$2,000 initial)

Blading \$850 (\$1,000 initial)

The following is a 3-year average for CRs (not CSAHs) and includes unallocated costs.

Gravel blading (summer) \$742/mile (direct costs)
\$515/mile (unallocated costs)
\$1,257/mile Total

Gravel plowing (winter) \$568/mile (direct costs)
\$388/mile (unallocated costs)
\$956/mile Total

Paved plowing (winter) \$2,027/mile (direct costs)
\$1,936/mile (unallocated costs)
\$3,964/mile Total

Township	WINTER ROAD miles	Largest invoice last 3 years	Proposed rate	% increase over largest	\$ 650		SUMMER ROAD miles	Largest invoice last 3 years	Proposed rate	% increase over largest
					\$ 2,050	\$ 650				
ALASKA	14.50	\$ 10,940.00	\$ 9,425	-14%	\$ 2,050	\$ 650	14.78	\$ 11,270.00	\$ 12,563	11%
<i>Billing per mile</i>		\$ 754.48						762.52		
BENVILLE	23.33	\$ 6,360.00	\$ 15,165	138%			0.00	\$ 2,905.00	\$ 4,454	53%
<i>Billing per mile</i>		\$ 272.61						554.39		
BIG GRASS (U)	5.24	\$ 2,550.00	\$ 3,406	34%			5.24	\$ 2,092.50	\$ 1,904	-9%
<i>Billing per mile</i>		\$ 486.64						934.15		
BIRCH	2.61	\$ 3,622.50	\$ 1,697	-53%			2.24	\$ 8,487.78	\$ 3,578	-58%
<i>Billing per mile</i>		\$ 1,387.93						2,045.25		
BROOK LAKE (U)	4.15	\$ 4,470.00	\$ 2,698	-40%			4.15	\$ 4,317.15	\$ 4,990	16%
<i>Billing per mile</i>		\$ 1,077.11						735.46		
DURAND	5.87	\$ 5,821.25	\$ 3,816	-34%			5.87	\$ 3,060.00	\$ 5,508	80%
<i>Billing per mile</i>		\$ 991.70						472.22		
ELAND (U)	6.48	\$ 2,200.00	\$ 4,212	91%			6.48			
<i>Billing per mile</i>		\$ 339.51								
HAMRE	7.20	\$ 6,405.00	\$ 4,680	-27%			0.00			
<i>Billing per mile</i>		\$ 889.58								
HINES	18.12	\$ 8,688.75	\$ 11,778	36%			0.00			
<i>Billing per mile</i>		\$ 479.51								
LANGOR	16.21	\$ 5,222.50	\$ 10,537	102%			0.00			
<i>Billing per mile</i>		\$ 322.18								
LEE	24.09	\$ 5,860.00	\$ 15,659	167%			0.00			
<i>Billing per mile</i>		\$ 243.25								
MAPLE RIDGE	8.01	\$ 5,858.75	\$ 5,207	-11%			8.01	\$ 7,825.00	\$ 6,809	-13%
<i>Billing per mile</i>		\$ 731.43						976.90		
MINNIE	12.56	\$ 3,085.00	\$ 8,164	165%			0.00			
<i>Billing per mile</i>		\$ 245.62								
MOOSE LAKE	14.21	\$ 5,095.00	\$ 9,237	81%			0.00			
<i>Billing per mile</i>		\$ 358.55								
NEBISH	11.99	\$ 9,475.00	\$ 7,794	-18%			0.00			
<i>Billing per mile</i>		\$ 790.24								
NORTHWOODS (U)	12.19	\$ 4,200.00	\$ 7,924	89%			15.80	\$ 8,800.00	\$ 13,430	53%
<i>Billing per mile</i>		\$ 344.54						556.96		
OBRIEN	10.26	\$ 4,882.50	\$ 6,669	37%			10.26	\$ 4,355.00	\$ 8,721	100%
<i>Billing per mile</i>		\$ 475.88						424.46		
PORT HOPE	15.46	\$ 11,133.75	\$ 15,691	41%			15.46	\$ 10,800.00	\$ 13,141	22%
<i>Billing per mile</i>		\$ 720.16						698.58		
<i>4.03 miles paved, 11.43 gravel</i>										
QUIRING	2.87	\$ 1,407.50	\$ 1,866	33%			0.00			
<i>Billing per mile</i>		\$ 490.42								
RED LAKE (U)	7.61	\$ 2,460.00	\$ 4,947	101%			7.61	\$ 8,460.00	\$ 6,469	-24%
<i>Billing per mile</i>		\$ 323.26						1,111.70		
ROOSEVELT	10.07	\$ 7,571.25	\$ 6,546	-14%			10.07	\$ 9,370.00	\$ 8,560	-9%
<i>Billing per mile</i>		\$ 751.86						930.49		
SPRUCE GROVE	6.11	\$ 3,607.50	\$ 3,972	10%			0.00			
<i>Billing per mile</i>		\$ 590.43								
SUGAR BUSH	12.00	\$ 7,605.00	\$ 7,800	3%			0.00			
<i>Billing per mile</i>		\$ 633.75								
SUMMIT	7.68	\$ 4,875.00	\$ 4,992	2%			0.00			
<i>Billing per mile</i>		\$ 634.77								
TURTLE RIVER		\$ 28,672.50	\$ 25,933	-10%						
<i>+salt applied when plowing bitum</i>		\$ 6,823.50								
<i>total</i>		\$ 35,496.00								
<i>Billing per mile</i>		\$ 1,375.28								
19.27 gravel	25.81									
average of all townships		\$ 628.43		36%				\$ 850.26		19%
Totals	284.63	\$ 178,869.38	\$ 199,808				105.97	\$ 90,104.82	\$ 90,075	



Meeting Date: September 3, 2024
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: Marriage Ceremony Services

RECOMMENDATIONS: Approve the proposal of adding marriage ceremony services to the License Center.

DEPARTMENT OF ORIGIN: Auditor-Treasurer

CONTACT PERSON: JoDee Treat, Auditor-Treasurer 218-333-4175

DATE SUBMITTED: 8/28/24

CLEARANCES: Leala Roth, License Center Director

BUDGET IMPACT: Additional revenue

EXHIBITS: Marriage Ceremony Service Policy

SUMMARY STATEMENT: There has recently been a change in laws regarding who can perform civil marriage ceremonies, Minnesota Statute 517.04. Anyone 21 years of age and older can register as a civil marriage officiant and perform civil ceremonies. This has opened up the possibility of the License Center employees performing civil marriage ceremonies at the time the couple acquires their marriage license.

BELTRAMI COUNTY MARRIAGE CEREMONY SERVICE POLICY

I. POLICY STATEMENT

It will be the policy of Beltrami County to follow guidelines set forth below in regards to refunds, officiant registration, guest attendance, and under the influence for Marriage Ceremony services performed by Beltrami County Employees.

II. POLICY DEFINITION

Refunds: Repayment of funds to customer for goods or services rendered.

Officiant Registration: Persons authorized to perform Civil Marriages. For a person (both Minnesota residents and non-residents) to be authorized to perform marriage ceremonies in Minnesota, the person must be at least 21 years old and must file their "officiant credentials" with a Minnesota county.

Attendance: The persons or number of persons attending an event, meeting, etc.

Under the Influence: affected by alcohol or drug intoxication

III. POLICY GUIDELINES

Refunds: Marriage Ceremony Fees are collected at the time of appointment. No refunds will be granted once couple has appeared and paid for services.

Officiant Registration: License Center employees may register as an officiant at no-cost as part of their job duties, contingent of continued employment with the license center. Registration will be renewed annually, and will expire upon termination of employment. If License Center employees would like to perform ceremonies outside of employment, they must register and pay the officiant registration fee.

Attendance: Marriage Ceremonies will be restricted to a total of six individuals in attendance.

Under the Influence: All parties including guests may not be under the influence of drugs or alcohol. The License Center Staff reserves the right to cancel the ceremony if parties appear to be under the influence.

DATE: September 3, 2024
Beltrami County Commission
Regular Meeting Agenda



AGENDA BILL

SUBJECT: Commissioners' Business Items

RECOMMENDATIONS: Discussion

DEPARTMENT OF ORIGIN: N/A

CONTACT PERSON (Name and Phone Number): N/A

DATE SUBMITTED: August 27, 2024

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: N/A

SUMMARY STATEMENT:

Discussion of:

- Legislative/Lobbying Issues
- Commissioners' Reports
- Review Upcoming Meeting Schedule

BELTRAMI COUNTY BOARD OF COMMISSIONERS
PROPOSED 2024 MEETING SCHEDULE
AS OF: January 1, 2024 subject to change

September 3, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building

September 17, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building

October 1, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building

October 15, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building

November 12, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building

November 19, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building

December 3, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building
6:00 p.m. Budget Hearing/Truth in Taxation Hearing

December 17, 2024

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building

Township Officer Meeting:
Northern Town Hall
Beltrami Association of Officers (BATO)
4th Tuesday @ 6:30 pm

April 23 Craig Gaasvig
 October 22 John Carlson

2024 Chat-About Radio Sessions:
Arrive to tape interview at 9:30 a.m.

January 2	Joe Gould
January 16	Richard Anderson
February 6	Tim Sumner
February 20	John Carlson
March 5	Craig Gaasvig
March 19	Joe Gould
April 2	Richard Anderson
April 16	Tim Sumner
May 7	John Carlson
May 21	Craig Gaasvig
June 4	Joe Gould
June 18	Richard Anderson
July 2	John Carlson
July 16	John Carlson
August 6	Craig Gaasvig
August 20	Joe Gould
September 3	Richard Anderson
September 17	Tom Barry
October 1	John Carlson
October 15	Craig Gaasvig
November 12	Joe Gould Tom Barry
November 19	Richard Anderson
December 3	Richard Anderson
December 17	John Carlson

Management Team Schedule
County Board Room
Monthly @ 8:30 am

Subject to change

June 12	Joe Gould
July 10	Joe Gould
August 14	Richard Anderson
September 11	Tim Sumner
October 9	John Carlson
November 13	Craig Gaasvig
December 11	Joe Gould