



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 23, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Absent	
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #5.16 (Set-Up Permit Renewals), pull Item #6.4 (Legislative Conference Call), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 16, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Accept the resignation of Rusty Eichorn from the Nursing Home Board, effective Tuesday, March 16, 2021.

2. Authorize the external posting and hiring of one (1) vacant Custodian position.
3. Request authorization to hire one (1) Clerk Treasurer position in the Auditor/Treasurer's Department.
4. Request authorization to hire one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department.
5. Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.
6. Approve the construction of three (3) Canister Site Buildings.
7. Award Contract 59602 - City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction to Casper Construction Inc. in the amount of \$731,743.65 and authorize the required signatures on the contract documents.
8. Adopt the Resolution Re: MnDOT Detour Agreement No. 1045956, which approves the agreement and authorizes the necessary signatures.
9. Set time and date for the Land Department to conduct two (2) oral auctions of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN as follows and authorize publication: 1) Thursday, April 1, 2021 at 8:30 AM, base royalty of \$1.50 per cubic yard loose volume in NWSW, Section 4, Township 60 N, Range 23 W; and 2) Thursday, April 1, 2021 at 8:45 AM, base royalty of \$1.00 per cubic yard loose volume in SESE Less SW1/4 thereof, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; all in Township 60 N. Range 23 W.
10. Adopt the Resolution Re: Repurchase of Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26) by Paul and Marilyn Schanhaar.
11. Approve purchase of Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project over and across tax-forfeited trust lands in Section 13, Township 56, Range 23, described and shown on the attachments for the appraised value of \$3,000.00 and authorize necessary signatures.
12. Approve minutes of the Itasca County Land Classification Committee meeting held March 9, 2021.
13. Approve recommended classifications from Itasca County Land Classification Committee meeting held March 9, 2021.
14. Award 2021 Tree Planting Contract to Northwoods Forestry Inc. in the amount of \$29,795.37 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
15. Award 2021 Site Preparation Contract to Future Forests Inc., in the amount of \$68,395.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
16. Approve 2021 set-up permit renewals for the following establishments: Little Winnie Resort - 55671 County Road 9, Deer River, MN 56636; Deer Lake Charlies - 64051 County Road 533, Effie, MN 56639; Dixon Lake Resort - 49442 Dixon Lake Resort Road, Squaw Lake, MN 56681; and Wilderness Wedding Barn - 53378 Janes School Road, Bigfork, MN 56628

VI. REGULAR AGENDA

1. Citizen Input

Allen Plemel provided citizen input regarding the valuation of Parcel 88-036-4306.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 26, 2021 in the amount \$920,324.53.

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

3. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for March 2021, in the amount of \$1,160,311.49.

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

5. Recognition of County Employees

The following employees were recognized:

Welcome new employee Gabriel Wood, Deputy Sheriff/Road Deputy, Sheriff Department effective March 15, 2021.

Congratulations to Shelly Braford who has promoted from Administrative Support, Veteran Services Department to Eligibility Specialist, Family Services Division, Health & Human Services Department effective March 21, 2021.

Congratulations to Amber Silliman who has promoted from Managed Care Nurse to IMCare RN QIUM Director, Health & Human Services Department effective March 21, 2021.

Welcome new employee Brandon Nelson, Mechanic/Welder, Road & Bridge Division, Transportation Department, effective March 22, 2021.

Farewell to Roy Procopio whose last day as a Deputy Sheriff/Road Deputy, Sheriff Department will be March 31, 2021 after nearly 21 years of service.

Farewell to Josh Lewins whose last day as a Highway Maintenance Sub-foreman, Road & Bridge Division, Transportation Department will be April 2, 2021 after 8+ years of service.

Farewell to Anna Anttila whose last day as a Public Health Nurse, Health & Human Services Department will be April 3, 2021 after 2+ years of service.

Congratulations to Miranda Myers who transferred from Assessment Technician to Assessor/Appraiser I, Assessor Department effective April 4, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Employee Recognition – Continuous Years of Service

The following Itasca County employees who moved into a new benchmark recognition category during 2020 for continuous years of service were recognized:

5 continuous years – Melanie Carlos, Billie Fowler, Jenna Soltis, Howard Page, Mary Chambers, Christall Ellis, Amber Kallaus, Carol Clancey, Karissa Benoit, Stephen Picht, Frederick Knight, Christina Rae, Melissa Skoglund, Jeremiah Johnson, Samantha Tarbuck, John Bray, Janna Wolter, Carissa Nelson, Shannon Bruley, Tony Fremont, Hope Demarais, Lisa Jackman, Rebecca Boelter, Christopher Thompson, Megan Ritter, Suzanne Caldwell, Jayme Smith, and Timothy Lasecki;

10 continuous years – Kyle Curtiss, Jennifer Moen, Angie Watson, Ginger Parlanti, Tami Elich, Brenda Oberg, Tammy Keith, Marcie Witkofsky, Susan Nichols, Micah Kral, Josh Falck, Adam Rabey, and Diane Nelson;

15 continuous years – William Bothma, Tara Graeber, Craig Pierce, Jeannette Grover, Shannon Shelton, Marnie Olson, Terry Swedeen, Amy Slettom, Eddie Huffman, Kris Miller, Mike Wagner, and Rosann Bray;

20 continuous years – Sarah Polhamus, Brett Skyles, Becky Lauer, Lucas Thompson, Mark Weller, Roy Procopio, Eva Moore, Joel Boyd, Mervin Castle, Jr., and Amber Peratalo;

25 continuous years – Lisa Bolton, Laura Grover, Paul Meyer, Ryan Gunderson, and Thomas Williams;

30 continuous years – Loren Eide;

35 continuous years – Jeff Heinrich, and Terri Friesen.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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RECESS

Motion To: Recess the meeting.

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

Chair Ives recessed the meeting at 2:57 PM.

RECONVENE

Chair Ives called the meeting back to order at 3:40 p.m.

Motion To: Reconvene the meeting.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt, Ben DeNucci

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the 2020 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Request for Hiring Authorization – Child Support Officer

Motion To: Approve the posting of a Child Support Officer position.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt, Ben DeNucci

10. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Request for Hiring Authorization – Highway Maintenance Worker

Motion To: Authorize the creation of an Eligibility List and interviews for one (1) vacant Highway Maintenance Worker position.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt, Ben DeNucci

13. Potential IEDC Funding of Infrastructure Project

Itasca Economic Development Corporation (IEDC) President and CEO Tamara Lowney and Commissioner Ives provided information regarding the funding of a potential infrastructure project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Commissioner DeNucci returned to the meeting at 4:18 PM.

7. Potential Updates to Interim Policy 20-02: COVID Program for Employees

Human Resources Director Lynn Hart provided information regarding potential updates to Itasca County Interim Policy 20-02: COVID Program for Employees.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. Approve Demolition of Fairgrounds Caretaker House

Motion To: Approve contract for demolition of the County Fairgrounds caretaker house and construction of a campground host site to be awarded to Deer River Trucking, Inc. as the lowest quote received at \$17,000.00, and authorize signatures.

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

VII. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment regarding his Senate Hearing testimony on transportation regarding Highway 169 Cross Range Expressway.

Commissioner Snyder provided comment regarding upcoming meetings with the DNR on mining matters and Senate Tax Committee regarding Itasca County's Local Option Sales Tax (LOST) request.

RECESS

Chair Ives recessed the meeting at 4:58 PM.

RECONVENE

Chair Ives reconvened the meeting at 5:17 PM, with all members present except Snyder and Trunt absent.

VIII. CLOSED SESSIONS**1. Closed Session Re: Salary Disputes of the Auditor/Treasurer and Sheriff**

Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.05, Subd. 3(b) based upon Attorney Client Privilege for case consultation and legal advice regarding salary disputes of the Auditor/Treasurer and Sheriff.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder, Leo Trunt

Others Present: Contracted Special Counsel Joan Quade (via telephone), County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder, Leo Trunt

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 6:00 PM.

ATTEST

Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

RESOLUTION 2021-18

RE: MnDOT DETOUR AGREEMENT NO. 1045956

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045956 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 28, County State Aid Highway No. 18 and County State Aid Highway No. 11 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 6 from the Cass/Itasca County Line to Trunk Highway No. 2 under State Project No. 3106-24 (T.H. 6=034).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 23rd day of March A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 23rd day of March A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

RESOLUTION 2021-19

**RE: REPURCHASE OF GOVERNMENT LOT TWO (2), SECTION 14, TOWNSHIP 145, RANGE 26
BY PAUL AND MARILYN SCHANHAAR**

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

WHEREAS, the applicant, Paul and Marilyn Schanhaar, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26)

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

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

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Paul and Marilyn Schanhaar, subject to payment including taxes, penalties and interest of \$2,717.06; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$3,089.71.

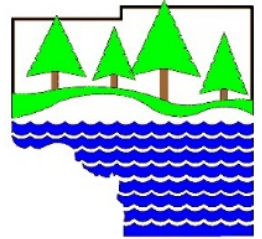
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 23rd day of March A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 23rd day of March A.D. 2021.

Administrator



March 23, 2021

Chair:

PULL:

1. Item #6.4 – Legislative Conference Call

ADDITIONS:

1. Item #5.16 – Set-Up Permit Renewals

CHANGES: None

INFORMATIONAL: None

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 16, 2021

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Absent	
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 9, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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2. Award Contract 59602 - City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction to Casper Construction Inc. in the amount of \$731,743.65 and authorize the required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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3. Adopt the Resolution Re: MnDOT Detour Agreement No. 1045956, which approves the agreement and authorizes the necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

4. Set time and date for the Land Department to conduct two (2) oral auctions of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN as follows and authorize publication: 1) Thursday, April 1, 2021 at 8:30 AM, base royalty of \$1.50 per cubic yard loose volume in NWSW, Section 4, Township 60 N, Range 23 W; and 2) Thursday, April 1, 2021 at 8:45 AM, base royalty of \$1.00 per cubic yard loose volume in SESE Less SW1/4 thereof, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; all in Township 60 N. Range 23 W.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

5. Adopt the Resolution Re: Repurchase of Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26) by Paul and Marilyn Schanhaar.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

6. Approve purchase of Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project over and across tax-forfeited trust lands in Section 13, Township 56, Range 23, described and shown on the attachments for the appraised value of \$3,000.00 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

7. Approve minutes of the Itasca County Land Classification Committee meeting held March 9, 2021.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

8. Approve recommended classifications from Itasca County Land Classification Committee meeting held March 9, 2021.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

9. Award 2021 Tree Planting Contract to Northwoods Forestry Inc. in the amount of \$29,795.37 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

10. Award 2021 Site Preparation Contract to Future Forests Inc., in the amount of \$68,395.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Request for Hiring Authorization

Facilities Management Supervisor Randal Washburn provided information regarding the request to authorize the external posting and hiring of one (1) vacant Custodian position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

3. Potential Updates to Interim Policy 20-02: COVID Program for Employees
Human Resources Director Lynn Hart provided information regarding potential updates to the Itasca County Interim Policy 20-02: COVID-19 Program for Employees.

RESULT: **RECOMMENDED FOR REGULAR** **NEXT: 03/23/2021 2:30 PM**

4. Tobacco License

Motion To: Approve a new license to sell tobacco products for Kristi and Christopher Reinhardt dba Gods Country Outfitters, 29755 State Hwy 38, Grand Rapids, MN 55744.

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

5. Request for Hiring Authorization

Chief Deputy Auditor/Treasurer Deb Davis provided information regarding the request to authorize hiring of one (1) Clerk Treasurer position in the Auditor/Treasurer's Department.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 03/23/2021 2:30 PM**

6. Request for Hiring Authorization

Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to authorize hiring of one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 03/23/2021 2:30 PM**

7. Approve Construction of Three (3) Canister Site Buildings

Environmental Services Coordinator Greg Stoltz provided information regarding the request to approve the construction of three (3) Canister Site Buildings.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 03/23/2021 2:30 PM**

8. Public Hearing Rezone Application – 19-008-1203

Motion To: Open the Public Hearing Re: Application to Amend Zoning Map/Rezone, submitted by Todd Major and Pete Stacklie, to rezone parcel 19-008-1203 to Light Industrial Commercial.

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

Motion To: Close the above public hearing.

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

Motion To: Approve the Application to Amend Zoning Map/Rezone, submitted by Todd Major and Pete Stacklie, to rezone parcel 19-008-1203 to Light Industrial Commercial per the Findings of Fact, Conclusions of Law, Order and Resolution.

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

9. Legislative Priority Update

Itasca County Lobbyist Loren Solberg provided a Legislative Priority Update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Discuss Hiring Freeze

County Administrator Brett Skyles provided information regarding the current Hiring Freeze set to expire in April.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 04/13/2021 2:30 PM
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VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Itasca Waters, Jail Committee, Project Frontier, and Land Classification Committee meetings, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney.

Commissioner DeNucci reported on his attendance of recent Health and Human Services Advisory Board, Land Classification Committee, Safe Routes to School, and Range Riders ATV Club meetings, as well as meetings with Community and Economic Development Associates (CEDA)/Sarah Carling and Itasca Economic Development Corporation (IEDC)/Tamara Lowney. meetings regarding the Marble/Calumet Wastewater Treatment Plant and County Lease Policy and various township and city council meetings.

Commissioner Snyder reported on his attendance of recent City/County Cooperating Committee Land Classification Committee, and Itasca Economic Development Corporation (IEDC) meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling, meetings regarding Canisteo Mine Pit Outflow, various Transportation and township meetings.

Commissioner Ives reported on his attendance of recent Itasca Economic Development Corporation (IEDC), Downtown Business Association (DBA), and Project Frontier meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling, a meeting regarding Probation, and various township meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles thanked Commissioners, Department Heads, and staff for their flexibility in pursuing legislative efforts.

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the Canisteo Mine Pit Outflow project.

Commissioner DeNucci expressed appreciation for Lobbyist Loren Solberg's Legislative Priority Update.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 4:03 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1449

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Resignation of Appointment

BOARD ACTION REQUESTED:

Accept the resignation of Rusty Eichorn from the Nursing Home Board, effective Tuesday, March 16, 2021.

BACKGROUND:

Resignation was received, effective immediately, on March 16, 2021. As there are no current applications on file, we will need to advertise to fill the created vacancy.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Nursing Home Board - Resignation - R Eichorn
2. Nursing Home Board - Resignation Acknowledgment - R Eichorn

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1443

DEPARTMENT: Facilities Management
PRESENTER: Randal Washburn

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Request for Hiring Authorization

BOARD ACTION REQUESTED:
Authorize the external posting and hiring of one (1) vacant Custodian position.

BACKGROUND:
The custodian position in the Facility Management Division of the Administration Department has been vacant since February 2020. With this position being vacant and the amount of square footage assigned to each custodian cleaning levels and maintenance are only being kept at a minimum level. Project and building maintenance items are either not being completed or are not done in a timely manner.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Hiring Request form custodian

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1444

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Request for Hiring Authorization

BOARD ACTION REQUESTED:

Request authorization to hire one (1) Clerk Treasurer position in the Auditor/Treasurer's Department.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form - Clerk Treasurer

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1445

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler, Eric Villeneuve

AGENDA ITEM:

Request for Hiring Authorization

BOARD ACTION REQUESTED:

Request authorization to hire one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form - PH Nurse

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1440

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Terri Friesen

AGENDA ITEM:

Community Living Infrastructure (CLI) Grant Application to the Minnesota Department of Human Services (DHS)

BOARD ACTION REQUESTED:

Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.

BACKGROUND:

ICHHS requests Board approval to submit a Community Living Infrastructure (CLI) Grant application to the Minnesota Department of Human Services. This grant application must be submitted by a county or tribal agency, and is a two-year grant, covering 07/01/2021 - 06/30/2023. ICHHS anticipates the total amount requested through this application to be between \$250,000-\$350,000 for the project biennium.

The purpose of the Community Living Infrastructure grant is to support the capacity of counties and tribes to increase and improve opportunities for Minnesotans with disabling conditions and housing instability to live successfully in the community.

This request would not include the hiring of new agency staff. A contracted entity or individual would provide technical guidance and assistance to ICHHS to streamline administration and monitoring of the grant and formalize processes.

The grant is due on April 9, 2021.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1433

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Approve Construction of Three (3) Canister Site Buildings

BOARD ACTION REQUESTED:

Approve the construction of three (3) Canister Site Buildings.

BACKGROUND:

In 2019 the County Board approved Environmental Services Department (ESD) to work with local High Schools to get Canister Site Buildings constructed by students in the community. With COVID in the community and the schools on limited openings, ESD had to put the buildings on hold. The need for three of the buildings to be built sooner than later has forced ESD to look at having local contractors build them. ESD sent out for bid requests and would like to have RTY Construction, the lowest bidder, build three of the most needed building now and look at working with the High Schools for the other buildings once they are back up and teaching as before. RTY Construction was the lowest bidder at \$9,364.00 per building for a total of \$28,092.00 for total project.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2021 Letter to Contractors
2. RTY Construction Bid
3. AJ Smith Construction Bid
4. 2021 Service Contract with RTY Construction

03/16/2021

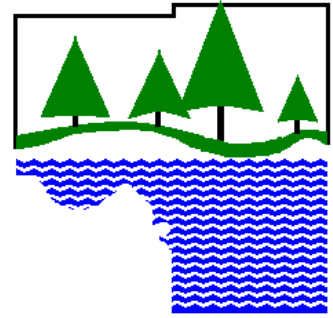
RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist

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

ITASCA COUNTY

Courthouse
Environmental Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-2857 Fax (218) 327-7331



February 3, 2021

RE: Bids for Construction of Attendants Buildings

To: Itasca County Contractors,

Itasca County Environmental Services Department is accepting sealed bids for the construction of Attendants Buildings located at three (3) of their Outlying Canister Sites.

Enclosed you will find the Bid Specifications for the project along with Bidding Instructions.

Please take a look at the enclosed information, and if interested in bidding on this project, send your bid back to me in the supplied envelope by the date noted on the Bidding Instructions.

All bids will be reviewed by the Itasca County Board at their March 16th work session, and if approved, winning bidder will be notified shortly after.

Thank You for your time in reviewing the enclosed information. Should you have any questions on this project, please feel free to contact me at 218-327-7338

Sincerely,

Greg Stoltz

Greg Stoltz
Environmental Services Coordinator
123 NE 4th Street
Grand Rapids, MN 55744
Office: (218) 327-7338
Cell: (218) 910-8338

Encl.

Equal Opportunity Employer

Itasca County Environmental Services

Bid Form
Canister Site Attendants Buildings

This bid is for the construction of three (3) Canister Site Attendants Buildings outlined in the *Bid Specifications*.

Please contact Greg Stoltz, ESD Coordinator with any questions at 218-327-7338

Company: RTY construction LLC

Contact Person: Reed Vitale

Contact Phone Number: 218-259-0354

Bray Lake Building \$ 9,364

Bigfork Building \$ 9,364

Long Lake Building \$ 9,364

Total Bid Price: \$ 28,092

Signature: Reed Vitale

Itasca County Environmental Services

Bid Form

Canister Site Attendants Buildings

This bid is for the construction of three (3) Canister Site Attendants Buildings outlined in the *Bid Specifications*.

Please contact Greg Stoltz, ESD Coordinator with any questions at 218-327-7338

Company: AJ Smith custom Carpentry

Contact Person: Andrew Smith

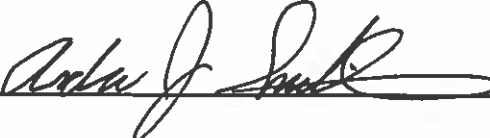
Contact Phone Number: 218 · 244 · 8842

Bray Lake Building \$ 9814.54

Bigfork Building \$ 9814.54

Long Lake Building \$ 9814.54

Total Bid Price: \$ ²⁹~~20~~ 443.62

Signature: 

County of Itasca, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of March 2021,
by and between the County of Itasca, herein called the “*County*” and
Reed Ylitalo dba RTY Construction LLC, located at 30858 Harris Town
Road Grand Rapids, MN 55744 herein called “*Contractor*”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the
payments to be made to said Contractor, subject to the conditions,
hereinafter set forth, the County shall purchase three (3) Attendants
Buildings from said Contractor, upon terms and at the agreed price(s), and
the Contractor shall build and deliver the Attendants Buildings all in
accordance with the specifications of Itasca County as set forth in this
Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is for 90 days from contract date.
The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the
Special Conditions Supplement attached hereto and made a part hereof
and marked Exhibit “A” Special Conditions.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of
Contractor to the satisfaction of the County or its duly authorized agent, is
estimated to be \$28,092.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay two (2) payments of \$14,046.00 each, or as indicated in Exhibit "A" Special Conditions, to Contractor for materials and labor for services to the satisfaction of the County, or its duly authorized agent. Payment terms of this Contract are Net 30 days.

H.1 GUARANTEE

- H.1.1 Contractor further agrees to guarantee all services supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 INSURANCE

- I.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- I.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

I.1.3 General Liability Insurance

I.1.3.1

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

I.1.3.2 Policy shall include contractors and subcontractors, and contractual liability.

I.1.3.3 Itasca County **must be named as Certificate Holder and an additional insured.**

I.1.4 Automobile Liability Insurance

I.1.4.1

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

I.1.4.2 Must cover owned, non-owned and hired vehicles.

I.1.5 Workers' Compensation Per Statutory Requirements

I.1.5.1 Contractor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

I.1.6 Employer's Liability

	<u>Limit</u>
I.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

I.1.7 Professional Liability Insurance

I.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate.

I.1.8 Indemnification Clause

I.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

I.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

I.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

Contractor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

J.1 UNAVOIDABLE CIRCUMSTANCES

- J.1.1 The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

K.1 RIGHT TO TERMINATE

- K.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Contractor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Contractor.

L.1 ASSIGNMENT

- L.1.1 Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

M.1 INDEMNIFICATION

- M.1.1 Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor obligations pursuant to this Contract.

N.1 COMPLIANCE WITH LAWS

- N.1.1 Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.
- N.1.2 Contractor shall fully comply with all applicable construction/building codes.

O.1 RECORDS AUDITING AND RETENTION

O.1.1 Contractor books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

P.1 WAIVER

P.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

Q.1 MODIFICATIONS/AMENDMENT

Q.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County

R.1 SEVERABILITY

R.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

S.1 FINAL AGREEMENT

S.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

T.1 EXECUTION

T.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor has hereunto set its hand.

Dated this _____ day of _____, _____.

CONTRACTOR

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit “A” Special Conditions:

Services Performed:

- Reed Ylitalo dba RTY Construction LLC has agreed to build for Itasca County Environmental Services Department (ESD) three (3) buildings according to the specifications listed below to be used as Heated Attendants Buildings at Itasca County’s Outlying Canister Sites.
- Itasca County ESD will/can do routine inspections on the buildings during their construction and up to the finished product. Itasca County ESD will inspect and approve the completed attendant buildings.
- Buildings must be completed on or before June 1st, 2021 unless mutual agreement of the parties is reached.

Specifications:

Three Buildings: 8’ x 12’ with 16” overhang on all four sides.

Building to be mounted on 4” x 4” x 12’ treated beams (4’oc).

Floor Joists: 2” x 6” treated 12” oc. Floors need to be insulated.

Subfloor: ¾” treated sheeting on both sides.

Wall Height: 7’ 6”

Wall Studs: 2”x 6” 16” oc. Walls need to be insulated.

Interior Sheeting: Appx ½” walls & ceiling. Ceiling needs to be insulated.

Interior Trim: ¾” x ¾” in all corners, ¾” x 1 ½” around door & windows.

Side Windows: appx. 48” x 48” w/screens mounted in the center of each side wall.

No Window on Back Wall

Gable Roof: (metal or shingles) drip edge, metal fascia and soffit.

Exterior Siding: Metal, Wood (painted) or Vinyl (must have sheeting under it).

Exterior Trim: (corners, windows & doors) Metal, Wood (painted) or Vinyl.

Exterior Service Door: 36” w/large window, non-locking doorknob installed

Screen Door:

Buildings need to be built to retain heat during the cold season.

An area on the back wall will need to be framed out for direct vent from furnace, information will be supplied prior to build.

Buildings can be built on site or built off site and hauled in. Must be level when completed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1441

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bid Award for Contract 59602 -City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction

BOARD ACTION REQUESTED:

Award Contract 59602 - City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction to Casper Construction Inc. in the amount of \$731,743.65 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on March 9, 2021 at 1:00 pm. Results of that bid opening are provided below.

Engineer's Estimate:	\$889,278.75
Casper Construction Inc.:	\$731,743.65
TNT Construction Group, LLC.:	\$788,900.00
KGM Contractors Inc.:	\$946,789.03

Itasca County is the fiscal agent for this project. All costs are paid for by Local Road Improvement Project (LRIP) Funds, Iron Range Resources and Rehabilitation Grant Funds and the City of Deer River. No County funds are associated with this project.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. CONTRACT 59602 - UNSIGNED

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist

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

S T A T E O F M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this March 23, 2021, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and Casper Construction Inc. of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of City of Bigfork, Rajala Mill Rd & Ash Street Road Reconstruction located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after April 23, 2021, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

September 17, 2021

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M., this 23rd, day of March, 2021

County of Itasca

By: _____
Burl Ives, Chairperson County Board

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: _____
Casper Construction Inc. Contractor

Approved as to form and execution this _____ Day of _____, 2021

Matti Adam, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1442

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

MnDOT Detour Agreement No 1045956

BOARD ACTION REQUESTED:

Adopt the Resolution Re: MnDOT Detour Agreement No. 1045956, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:

MnDOT will be performing grading, bituminous milling, bituminous surfacing and culvert replacement construction on Trunk Highway No. 6 from the Cass/Itasca County Line to Highway 2 in the summer of 2021. The project is expected to require approximately two months to complete. A detour route utilizing CSAH 28, CSAH 18 & CSAH 11 is required for the duration of the project. Itasca County will receive compensation for the road life consumed, which is estimated at \$2,739.73. MnDOT has drafted a detour agreement and requires the County to pass a resolution entering into this agreement.

Similar detour agreements have been reviewed and approved by the County Attorney's Office in the past.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 20210310141845640

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

RESOLUTION 2021-18

RE: MnDOT DETOUR AGREEMENT NO. 1045956

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045956 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 28, County State Aid Highway No. 18 and County State Aid Highway No. 11 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 6 from the Cass/Itasca County Line to Trunk Highway No. 2 under State Project No. 3106-24 (T.H. 6=034).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 23rd day of March A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 23rd day of March A.D. 2021.

Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 6 Detour**

State Project Number (S.P.):	<u>3106-24</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>6 = 034</u>	<u>\$2,739.73</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Itasca County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform Grading, Bituminous Milling, Bituminous Surfacing and Culvert Replacement construction upon, along, and adjacent to Trunk Highway No. 6 from the Cass / Itasca County Line to Trunk Highway No. 2 under State Project No. 3106-24 (T.H. 6 = 034); and
2. The State requires a detour to carry T.H. 6 traffic on County State Aid Highway No. 28, County State Aid Highway No. 18 and County State Aid Highway No. 11 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. *Detour.*

- A. *Location.*** The State will establish the T.H. 6 detour route on the following County roads as detailed in the project plans or Special Provisions:

County State Aid Highway (C.S.A.H.) No. 28, C.S.A.H. 18 and C.S.A.H. 11 for a total distance of 8.28 miles.
- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. **For Road Life Consumed.** \$2,739.73 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 1	0.00513	1500	8.28	43	\$2,739.73
Road Life Consumed Amount:					<u>\$2,739.73</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. **Maximum Obligation.** \$7,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3. Conditions of Payment. The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 6 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Scott Zeidler, Engineering Specialist Senior (or successor)
 Address: 7694 Industrial Park Road 56425
 Telephone: 218-828-5800
 E-Mail: scott.zeidler@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Karin Grandia, Itasca County Engineer (or successor)
 Address: 123 NE 4th St., Grand Rapids, MN 55744
 Telephone: 218-327-2853
 E-Mail: karingrandia@co.itasca.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000574431

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1045956 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 28, County State Aid Highway No. 18 and County State Aid Highway No. 11 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 6 from the Cass / Itasca County Line to Trunk Highway No. 2 under State Project No. 3106-24 (T.H. 6 = 034).

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Itasca County at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1421

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Oral Auction of Earthen Materials

BOARD ACTION REQUESTED:

Set time and date for the Land Department to conduct two (2) oral auctions of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN as follows and authorize publication: 1) Thursday, April 1, 2021 at 8:30 AM, base royalty of \$1.50 per cubic yard loose volume in NWSW, Section 4, Township 60 N, Range 23 W; and 2) Thursday, April 1, 2021 at 8:45 AM, base royalty of \$1.00 per cubic yard loose volume in SESE Less SW1/4 thereof, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; all in Township 60 N. Range 23 W.

BACKGROUND:

Both of these auctions are for earthen materials associated with the County Road 52 project.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION: None

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1430

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Paul Schanhaar and Marilyn Schanhaar

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26) by Paul and Marilyn Schanhaar.

BACKGROUND:

This property forfeited October 31, 2020 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Schanhaar application
2. RBA Schanhaar Map

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

RESOLUTION 2021-19

**RE: REPURCHASE OF GOVERNMENT LOT TWO (2), SECTION 14, TOWNSHIP 145, RANGE 26
BY PAUL AND MARILYN SCHANHAAR**

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

WHEREAS, the applicant, Paul and Marilyn Schanhaar, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26)

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

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

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Paul and Marilyn Schanhaar, subject to payment including taxes, penalties and interest of \$2,717.06; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$3,089.71.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 23rd day of March A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 23rd day of March A.D. 2021.

Administrator

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of **Itasca** County, Minnesota:

The undersigned **Paul & Marilyn Schanhaar** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca** County, Minnesota, and more particularly described as follows:

**Government Lot Two (2)
located in Itasca County
SECTION 14, TOWNSHIP 145, RANGE 26**

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

That said land forfeited to the State on the 31st day of October, 2020

That such taxes became delinquent 2016 and remained delinquent

and unpaid for the subsequent years of 2016, 2017, 2019, and 2021

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of **Three Thousand Eighty-nine and 71/100ths Dollars (\$3,089.71)**, which includes (taxes, penalties & interest \$2,717.06; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

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

We were unaware that the taxes were delinquent or not paid. We purchased the land in 1978 as a part of a 3 parcel transaction. Please consider our repurchase and approve the repurchases of Lot 2.

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 3-4, 2021

Applicant

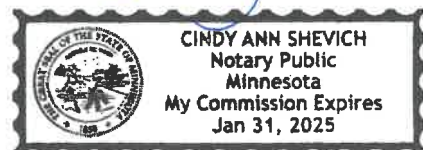
Applicant

**State of Minnesota, } ss.
County of Itasca**

Paul & Marilyn Schanhaar, being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

4 day of March, 2021



Repurchase Application by Paul & Marilyn Schanhaar of Deer River, MN



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

Itasca Geographic Information System
"Decision support through automation"

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or in any form without written permission.

0 900 1,800 3,600
Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1431

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Approve Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project

BOARD ACTION REQUESTED:

Approve purchase of Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project over and across tax-forfeited trust lands in Section 13, Township 56, Range 23, described and shown on the attachments for the appraised value of \$3,000.00 and authorize necessary signatures.

BACKGROUND:

MN DOT is currently improving State Highway 65 and have requested an Easement over portions of 2 tax-forfeited parcels. The State of Minnesota presented an Offer to Sell and Memorandum of Conditions to purchase said Easement for the appraised value of \$3,000.00.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Offer to Sell
2. Hwy Easement
3. Survey Hwy 65 easement acq
4. ADDL INFO Offer to Sell and Hwy Easement

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

Office of Land Management (2-98)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 3111 (65=159) 901 Parcel: 416B County: Itasca

Owners and addresses: State of Minnesota for the benefit of Itasca County, 1177 La Prairie Ave, Grand Rapids, Minnesota, 55744;

For a valuable consideration, on this _____ day of, _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of _____ Dollars (\$_____) an easement in the real estate or an interest therein situated in Itasca County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within _____ days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State _____ days after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY

(Address of Owner where acceptance is to be mailed.)

HIGHWAY EASEMENT

C.S. 3111 (65=159) 901
Parcel 416B
County of Itasca

Date: _____

For and in consideration of the sum of _____ Dollars (\$ _____),
State of Minnesota for the benefit of Itasca County, a body politic, Grantors, hereby
convey and warrant to the State of Minnesota, Department of Transportation, Grantee,
together with the unrestricted right to improve the same, free and clear of all encumbrances,
a perpetual easement on and over real property in Itasca County, Minnesota, described as
follows:

All of Tract A described below:

- Tract A. That part of the Southeast Quarter of the Northeast Quarter of Section 13,
Township 56 North, Range 23 West, Itasca County, Minnesota, lying south of
the Duluth, Missabe and Iron Range Railway (also known as the DMIR) railroad
right of way and east of Trunk Highway No. 65 as the same is now located and
established, except the east 484 feet thereof; also excepting therefrom the right
of way of said Trunk Highway No. 65;
- Tract B. Lands covering Tax Parcel No. 18-013-1420 in document No. 508881 located in
the Southeast Quarter of the Northeast Quarter of Section 13, Township 56
North, Range 23 West, Itasca County, Minnesota; except the right of way of
Trunk Highway No. 65 as the same is now located and established;

together with that part of Tract B hereinbefore described, which lies within a distance of 210
feet easterly of Line 1 described below;

- Line 1. Beginning at a point on the south line of said Section 13, distant 281.8 feet east
of the southwest corner of Government Lot 5 of said Section 13, thence

northerly at an angle of 82 degrees 30 minutes from the south line of said Section 13 (measured from west to north) for 97.72 feet; thence deflect to the right at an angle of 07 degrees 10 minutes for 1046.29 feet; thence deflect to the right at an angle of 18 degrees 04 minutes for 802.58 feet; thence deflect to the left on a 03 degree 30 minute curve (delta angle 73 degrees 17 minutes) for 2093.8 feet and there terminating;

containing 0.49 acre, more or less.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY

By _____

The _____

STATE OF MINNESOTA)
)SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ the _____ of _____ for the State of Minnesota for the benefit of Itasca County, a body politic.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

October 14, 2020

PERMANENT EASEMENT ACQUISITION

Parcel 416B C.S. 3111 (65=159) 901

S.P. 3111-30RW

Legal Description

All of Tract A described below:

- Tract A. That part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota, lying south of the Duluth, Missabe and Iron Range Railway (also known as the DMIR) railroad right of way and east of Trunk Highway No. 65 as the same is now located and established, except the east 484 feet thereof; also excepting therefrom the right of way of said Trunk Highway No. 65;
- Tract B. Lands covering Tax Parcel No. 18-013-1420 in document No. 508881 located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota; except the right of way of Trunk Highway No. 65 as the same is now located and established;

together with that part of Tract B hereinbefore described, which lies within a distance of 210 feet easterly of Line 1 described below;

- Line 1. Beginning at a point on the south line of said Section 13, distant 281.8 feet east of the southwest corner of Government Lot 5 of said Section 13, thence northerly at an angle of 82 degrees 30 minutes from the south line of said Section 13 (measured from west to north) for 97.72 feet; thence deflect to the right at an angle of 07 degrees 10 minutes for 1046.29 feet; thence deflect to the right at an angle of 18 degrees 04 minutes for 802.58 feet; thence deflect to the left on a 03 degree 30 minute curve (delta angle 73 degrees 17 minutes) for 2093.8 feet and there terminating;

containing 0.49 acre, more or less.

Control Section: 3111 (65=159) 901

State Project: 3111-30RW

Owner: State of Minnesota (tax)

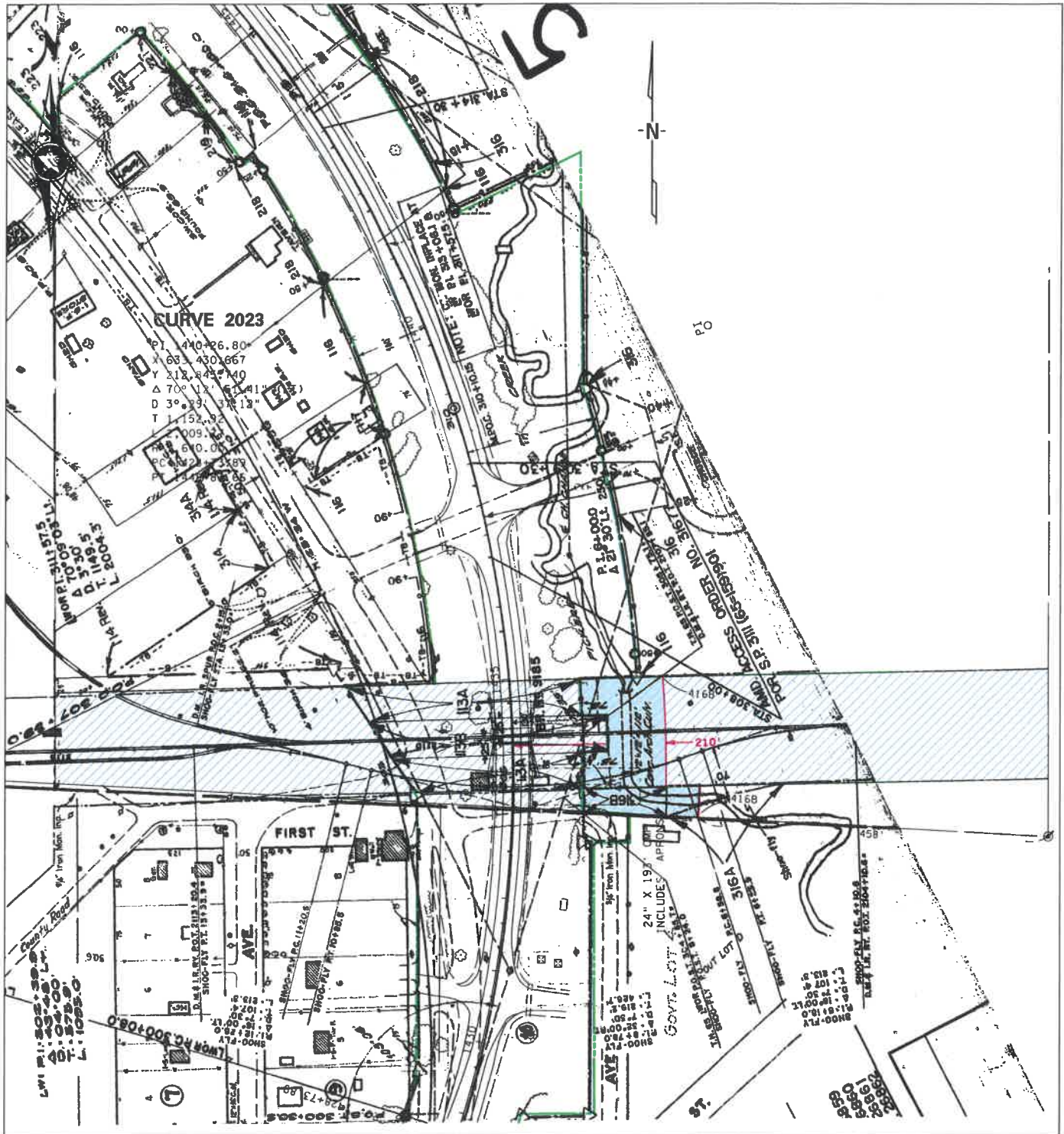
County: Itasca

Parcel Number: 416B

Sheet 1 of 1

Scale 1 inch = 200

ft.




C.S. 3111(65=159)901
S.P. 3111-30
SECTION 13 - TOWNSHIP 56 NORTH - RANGE 23 WEST

PARCEL NUMBER	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	NEW T.H. R/W	BALANCE	PERMANENT R/W INTEREST
			ACRES	ACRES	ACRES	
416B	State of Minnesota (Tax)	Part of SE1/4 / NE1/4	4.86	0.49	4.37	EASE

Office of Land Management (2-98)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 3111 (65=159) 901 Parcel: 416B County: Itasca

Owners and addresses: State of Minnesota for the benefit of Itasca County, 1177 La Prairie Ave, Grand Rapids, Minnesota, 55744;

For a valuable consideration, on this _____ day of, _____, 2021, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of Three thousand and 00/100 Dollars (\$3,000.00) an easement in the real estate or an interest therein situated in Itasca County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 90 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State upon the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including: None – vacant land

OWNERS Burl Ives, Chairperson, Itasca County
Board of Commissioners of Itasca County

**STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY**

(Address of Owner where acceptance is to be mailed.)

Itasca County Land Department
1177 LaPrairie Ave.,
Grand Rapids, MN 55744

HIGHWAY EASEMENT

C.S. 3111 (65=159) 901
Parcel 416B
County of Itasca

Date: _____

For and in consideration of the sum of –Three thousand and 00/100– Dollars (\$3,000.00), State of Minnesota for the benefit of Itasca County, a body politic, Grantors, hereby convey and warrant to the State of Minnesota, Department of Transportation, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Itasca County, Minnesota, described as follows:

All of Tract A described below:

- Tract A. That part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota, lying south of the Duluth, Missabe and Iron Range Railway (also known as the DMIR) railroad right of way and east of Trunk Highway No. 65 as the same is now located and established, except the east 484 feet thereof; also excepting therefrom the right of way of said Trunk Highway No. 65;
- Tract B. Lands covering Tax Parcel No. 18-013-1420 in document No. 508881 located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota; except the right of way of Trunk Highway No. 65 as the same is now located and established;

together with that part of Tract B hereinbefore described, which lies within a distance of 210 feet easterly of Line 1 described below;

- Line 1. Beginning at a point on the south line of said Section 13, distant 281.8 feet east of the southwest corner of Government Lot 5 of said Section 13, thence northerly at an angle of 82 degrees 30 minutes from the south line of said

Section 13 (measured from west to north) for 97.72 feet; thence deflect to the right at an angle of 07 degrees 10 minutes for 1046.29 feet; thence deflect to the right at an angle of 18 degrees 04 minutes for 802.58 feet; thence deflect to the left on a 03 degree 30 minute curve (delta angle 73 degrees 17 minutes) for 2093.8 feet and there terminating;

containing 0.49 acre, more or less.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY

By Burl Ives

The Chairperson, Itasca County Board of Commissioners

STATE OF MINNESOTA)
)SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Burl Ives the _____ Chairperson, Itasca County Board Commissioners of _____ County of Itasca for the State of Minnesota for the benefit of Itasca County, a body politic.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1435

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Approve Minutes of Land Classification Committee Meeting

BOARD ACTION REQUESTED:

Approve minutes of the Itasca County Land Classification Committee meeting held March 9, 2021.

BACKGROUND:

The Land Classification Committee reviews and classifies newly forfeited, sale requested and recommended tax forfeited land. The Committee consists of the County Board Members with the Land Commissioner as a non-voting ex-officio member.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

- 21-3-9 Land Class Meeting Minutes

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

**LAND CLASSIFICATION COMMITTEE MEETING
MINUTES
MARCH 9, 2021**

County Board Vice-Chair Terry Snyder called the meeting to order at 10:00 A.M. Vice-Chair Snyder provided a statement relative to Minnesota Statute 13D.021 and the procedure for today's meeting.

Land Classification Committee Members Present: Land Commissioner Kory Cease; Commissioners Davin Tinquist (District #1); Terry Snyder (District #2); Leo Trunt (District #3); via telephone, Burl Ives (District #4); and Ben DeNucci (District #5) joined the meeting at 10:30 a.m.

County Departments Represented: Guy Carlson, County Surveyor; Michael Gibbons and Cindy Shevich, Land Department.

Taxpayer requester present: Gerald Bloch.

The Land Classification Committee reviewed thirty-eight (38) parcels for classification, including thirty-one (31) new forfeitures, five (5) requested parcels, and two (2) recommended parcels. Of the thirty-eight (38) parcels, twenty-one (21) platted and seventeen (17) were unplatted.

Meeting was adjourned at 11:48 a.m.

Respectfully Submitted,

Cindy Shevich
Real Estate Specialist



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1436

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Approve Classifications of Tax-Forfeited Land

BOARD ACTION REQUESTED:

Approve recommended classifications from Itasca County Land Classification Committee meeting held March 9, 2021.

BACKGROUND:

The Land Classification Committee reviews and classifies newly forfeited, sale requested and recommended tax-forfeited land. The Committee consists of the Itasca County Board Members with the Land Commissioner as a non-voting ex-officio member. Upon County Board approval of recommended classifications, the Land Department will proceed with preparing for land sale.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 LAND CLASS RESULTS
2. Classification Codes

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

2021 LAND CLASSIFICATION MEETING

TRACT	ACRES	PID	DISTRICT NAME	SEC	TWP	RGE	LEGAL DESCRIPTION	Waterfront footage and water body	LC RESULT	REASON
1	9.9	05-013-3303	COHASSET CITY	13	56	26	UND 16/48 INT IN W. 330' SW SW	YES	Non- Conservation Provisionally Retain	A,E,R,S,W
2	39.3	06-018-3400	BEARVILLE TWP	18	61	22	UND 1/2 INT IN SE SW		REPURCHASED	
3	32.72	10-013-2210	CARPENTER TWP	13	62	22	NW NW LESS W. 400' OF S 218' & LESS REV 1		Dispose/Non- Conservation	N,S,I
4	37.88	11-115-3101	DEER RIVER TWP	15	57	27	NE SW LESS M & R RR R/W		REPURCHASED	
5	0.4	22-013-1203	LAKE JESSIE TWP	13	148	25	REV DESC 2 OF LOT 2	YES	Dispose/Non- Conservation	N,S,I
6	13.9	23-009-4102	LAWRENCE TWP	9	57	24	S 462' OF NE SE		Dispose/Non- Conservation	N,S
7	39.5	29-131-4100	MORSE TWP	31	145	25	NE SE		FORFEITURE REVERSED	
8	2.4	30-019-2303	NASHWAUK TWP	19	57	22	REV DESC 1 & E 208' OF W 1127.60' OF LOT 2, LYG SW OF HWY 65		Dispose/Non- Conservation	N,S
9	6.5	43-010-3410	WIRT TWP	10	149	26	LOT 8 LYG W OF PLAT OF STANLEY EXC REV DESC 1, 2 & 3, & EXC S 208' OF W 208' OF E 921.2' & EXC E 713.2' OF LOT 8 LYG S OF C/L OF OLD R/W OF SIMPSON RY	YES	Dispose/Non- Conservation	N,S,I
10	4.0	43-023-2101	WIRT TWP	23	149	26	S400' OF N925' OF E435.60' NE NW		Dispose/Non- Conservation	N,S
11	2.0	49-023-1106	59-22 UNORG	23	59	22	W 66' OF E132' OF NE NE		Dispose/Non- Conservation	N,S
12	2.0	49-023-1108	59-22 UNORG	23	59	22	E 66' OF NE NE		Dispose/Non- Conservation	N,S
13	46.0	75-014-2400	145-26 UNORG	14	145	26	Lot 2	YES	REPURCHASED	
14	0.8	85-027-3321	BIGFORK CITY	27	61	26	N. 100' OF W 340' OF SW SW WHICH LIES S OF ROW		Dispose/Non- Conservation	N,S,I
15	0.0	92-024-4307	KEEWATIN CITY	24	57	22	BUILDINGS ONLY ON SW SE		Dispose/Non- Conservation	N,S,I
16	38.54	94-018-4220	MARBLE CITY	18	56	23	UND 1/560th INT IN NW SE		Conservation	M
17	38.54	94-018-4221	MARBLE CITY	18	56	23	UND 1/1120th INT IN NW SE		Conservation	M

2021 LAND CLASSIFICATION MEETING

TRACT	ACRES	PID	DISTRICT NAME	SEC	TWP	RGE	LEGAL	PLAT	WATER BODY	LC RESULT	REASON
18	2.4	18-420-0180	GREENWAY TWP	13	56	23	LOTS 18, 19 & 24 AND THAT PT OF LOT 25 LYING NW OF SE BOUNDARY OF GN RY SPUR	CARPENTER-HILL-WAHLSTROM SUBDIVISION		Dispose/Non-Conservation	N,S,I
19	0.2	18-440-0060	GREENWAY TWP	13	56	23	LOT 6	DALY'S SUBDIVISION OF OUTLOT A, SWAN LAKE		REPURCHASED	
20	0.4	58-420-0010	WILDWOOD TWP	22	53	25	LOT 1	HARBOR HAVEN	YES	Dispose/Non-Conservation	N,S
21	0.4	58-420-0020	WILDWOOD TWP	22	53	25	LOT 2	HARBOR HAVEN	YES	Dispose/Non-Conservation	N,S
22	0.2	64-480-0535	56-26 UNORG	2	56	26	LOT 7, BLOCK E	NORTHLAND PARK		Dispose/Non-Conservation	N,S
23	0.6	74-410-0155	144-26 UNORG	2	144	26	PT OF LOT 10, AUD SUB 23	AUDITOR'S SUBDIVISION NUMBER 23		Dispose/Non-Conservation	N,S
24	0.1	87-410-0505	CALUMET CITY	21	56	23	LOTS 1 & 2, BLK 5	CALUMET		Dispose/Non-Conservation	N,S,I
25	0.1	87-410-0705	CALUMET CITY	21	56	23	LOTS 1-2, BLK 7	CALUMET		Dispose/Non-Conservation	N,S,I
26	0.2	87-410-0745	CALUMET CITY	21	56	23	LOTS 19 & 20, BLK 7	CALUMET		Dispose/Non-Conservation	N,S
27	0.18	87-410-1380	CALUMET CITY	21	56	23	E1/2 LOT 25 & ALL LOTS 26-27, BLK 13	CALUMET		Dispose/Non-Conservation	N,S,I
28	0.2	91-425-0230	GRAND RAPIDS CIT	21	55	25	LOTS 13-15, BLOCK 2	THIRD DIVISION OF GRAND RAPIDS		Dispose/Non-Conservation	N,S
29	0.2	91-555-0720	GRAND RAPIDS CIT	17	55	25	ALL LOT 4 & N. 14' OF LOT 5, BLOCK 7	HOUGHTON'S SECOND ADDITION TO GRAND RAPIDS		Dispose/Non-Conservation	N,S,I
30	0.8	91-725-0730	GRAND RAPIDS CIT	20	55	25	ALL OF LOTS 6-13, BLOCK 7 & W1/2 OF VAC 4TH AVE. SW LYG ADJ THERETO & THAT PT OF N1/2 OF VAC 5TH ST SW LYG S & ADJ TO LOT 13	WOODLAND ADDITION TO GRAND RAPIDS		Dispose/Non-Conservation	N,S
31	1.0	91-725-1040	GRAND RAPIDS CIT	20	55	25	BLOCK 10, LESS E.10' & LESS W.10' & LESS LOTS 13-24 & S1/2 OF VAC 5TH ST SW LYG ADJ TO LOT 1	WOODLAND ADDITION TO GRAND RAPIDS		Dispose/Non-Conservation	N,S

32	0.31	91-725-1520	GRAND RAPIDS CITY	20	55	25	LOTS 1-4, LESS E.10', BLOCK 15	WOODLAND ADDITION TO GRAND RAPIDS		Dispose/Non- Conservation	N,S
33	0.1	92-410-1445	KEEWATIN CITY	25	57	22	LOT 12, BLK 14	KEEWATIN		Dispose/Non- Conservation	N,S,I
34	0.1	92-460-0410	KEEWATIN CITY	25	57	22	LOTS 1-2, BLK 4	SPINA ADDITION TO KEEWATIN		Dispose/Non- Conservation	N,S,I
35	0.4	93-440-0110	LAPRAIRIE CITY	23	55	25	BLOCK 1	BUELL'S ADDITION		Dispose/Non- Conservation	N,S
36	0.9	93-440-0220	LAPRAIRIE CITY	23	55	25	LOTS 1-6, BLK 2	BUELL'S ADDITION		Dispose/Non- Conservation	N,S
37	0.4	94-440-0150	MARBLE CITY	19	56	23	LOT 5, BLK 1	THIRD ADDITION TO MARBLE		Dispose/Non- Conservation	N,S,I
38	0.1	95-410-1140	NASHWAUK CITY	31	57	22	LOTS 8-9, BLK 11	NASHWAUK		Dispose/Non- Conservation	N,S
39	0.1	95-440-0450	NASHWAUK CITY	32	57	22	N. 5' OF LOT 18 & ALL LOT 19, BLOCK 4	SOUTHERN ADDITION TO NASHWAUK		REPURCHASED	
40	0.2	97-440-1510	TACONITE CITY	27	56	24	LOTS 14-17, BLK 15	HOLMAN		Dispose/Non- Conservation	N,S,I
41	0.2	98-410-1060	WARBA CITY	28	54	23	LOT 18, BLK 10	TOWNSITE OF FEELEY		REPURCHASED	
42	0.1	98-420-0330	WARBA CITY	28	54	23	LOT 33	AUDITOR'S SUBDIVISION NUMBER 18		Dispose/Non- Conservation	N,S
43	0.31	91-585-4106	GRAND RAPIDS CITY	16	55	25	N. 75' OF LOT 2 & N. 75' OF W. 25' OF LOT 3, PARK ROW	KEARNEYS FIRST ADDITION TO GRAND RAPIDS		Dispose/Non- Conservation	N,S

CODES FOR CLASSIFICATION

CLASSES

R=Retain
P=Provisionally Retain
E=Exchange
D=Dispose (Sell)

REASONS

A=Needed for access
B=Balance Public Ownership
E=Environmental Reasons
F=Forestry
G=Gravel
I=Improved property
L=Contains a lease
LF=Reserved for future landfill
M=Mining
MF=Memorial Forest
N=Near Public Services (Roads, Electricity, etc)
O=Other
P=Partial Interest
R=Recreation
S=Surrounding Use
U=Uneconomical to manage
V=Visual
W=Contains Protected Waters



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1437

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - Tree Planting 2021

BOARD ACTION REQUESTED:

Award 2021 Tree Planting Contract to Northwoods Forestry Inc. in the amount of \$29,795.37 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for tree planting on 444 acres of tax forfeited trust lands that were prepared for planting in 2020.

The results are below:

Vendor	Total Project Cost
Northwoods Forestry Inc	\$29,795.37
Champion Forestry Service	\$30,303.65
Superior Forestry Service Inc	\$33,381.58
Express Forestry	\$33,984.92
Mustang Forestry	\$42,087.00

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Tree Planting Contract

03/16/2021

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Davin Tinquist

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

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 10th day of March, 2021, by and between the County of Itasca, herein called the “County,” and Northwoods Forestry Inc., a corporation organized and existing under the laws of the State of Wisconsin, located at W1224 County Road FW, Eleva, WI 54738, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase tree planting services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **April 1, 2021** to **June 1, 2021**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A.**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$29,795.37 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$29,795.37, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 **Itasca County must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are

no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 10th day of March, 2021.

Northwoods Forestry Inc.

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
TREE PLANTING PROJECT FORM-2021
 Quotes must include all sites.

INITIAL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
21-01	58-23-3	37.9	Red Pine	750	28,425	\$ 85.00	2 416.12
21-02	59-23-32	29.9	Jack Pine	1000	29,900	85.00	2 541.50
21-03	59-23-18	51.5	Red Pine	750	38,625	85.00	3 283.12
21-04	59-24-17	10.8	Red Pine	750	8,100	85.00	688.50
21-05	59-25-8	28.2	Red Pine	750	21,150	85.00	1 797.75
21-06	59-24-8	16.3	Red Pine	750	12,225	85.00	1 039.12
21-07	60-24-32	10.4	Red Pine	750	7,800	85.00	663.00
21-08	60-23-18	8.6	Red Pine	750	6,450	85.00	548.25
21-09	60-23-5	46.3	Red Pine	750	34,725	85.00	2 951.62
21-10	61-22-22	39.0	White Spruce	750	29,250	85.00	2 486.25
21-11	62-23-31	56.4	White Spruce	750	42,300	85.00	3 595.50
21-12	62-23-7	27.9	Red Pine	750	20,925	85.00	1 778.62
21-13	59-23-18	32.1	Jack Pine	1000	32,100	85.00	2 728.50
21-14	53-24-13	17.2	Jack Pine	1000	17,200	85.00	1 462.00
21-15*	62-23-3	24.3	Red Pine	750	18,225	85.00	1 549.12

* No disc trenches

FILL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
16-02	58-24-20	7.4	White Spruce	400	2,960	90.00	2 66.40
Total Acres		444.2	Total Seedlings		350,360		

TOTAL CONTRACT VALUE: \$ 29,795.37

Continued next page

ATTACHMENT B
PROJECT FORM FOR TREE PLANTING 2021
continued

Company: Northwoods Forestry Inc

Owner: Patricia Aguilar

Address: W 1224 County Rd FW
Eleva, WI 54738

Telephone: 715 530 3370

Email: aguilar5709@yahoo.com

Signature: Patricia Aguilar

This form must be completed and returned in a sealed envelope plainly marked:

"TREE PLANTING 2021"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1438

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - Site Preparation 2021

BOARD ACTION REQUESTED:

Award 2021 Site Preparation Contract to Future Forests Inc., in the amount of \$68,395.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for preparing 415 acres of tax forfeited trust land for spring 2022 tree planting. Site preparation is done by ground application of herbicide, disc trenching and/or roller chopping. Plantation release is also included on this contract.

Future Forests Inc. submitted the only quote for a total project cost of \$68,395.00.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Site Preparation Contract

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 10th day of March 2021, by and between the County of Itasca, herein called the “County,” and Future Forests, Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 72230 Beaver Tail Road, Askov MN 55704, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **forestry site preparation** services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **March 10, 2021 to December 31, 2021**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A.**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$68,395.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$68,395.00, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County must be named as certificate holder and an additional insured.

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are

no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 10th day of March 2021.

FUTURE FORESTS INC.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
PROJECT FORM FOR SITE PREPARATION

Quotes must include all items. Contract will be awarded based on lowest total contract cost.

2021 Site Preparation

Item 1	Ground application of herbicide. Site prep on 415 acres* Release on 65 acres*	Per Acre Rate \$	69. ⁰⁰
		Total Project Cost \$	33,120
Item 2	Disc Trenching with V-Rake 415 acres*	Per Acre Rate \$	85 ⁰⁰
		Total Project Cost \$	35,275
TOTAL CONTRACT COST FOR 2021 (Combined Total for Items 1 & 2)		\$	68,395 ⁰⁰
Item 3	Summer Roller Chopping (if needed)**	Per Acre Rate \$	147
Item 4	Winter Disc Trenching (if needed)**	Per Acre Rate \$	90
Item 5	Winter Roller-Chopping (if needed)**	Per Acre Rate \$	97
Item 6	Forest Road Spraying (if needed)**	Per Mile Rate \$	190
Item 7	Winter V-Raking (if needed)**	Per Acre Rate \$	150

*These acres are subject to change with additional acres being added or acres being removed.

**Do not include these items in total contract cost for 2021.

Company: Future Forests
 Owner: George Siverson
 Address: 72230 Beaver Tail
Rd Asher MN 55704
 Telephone: 320 630 6644
 Email: marges@Frontier.com
 Signature: [Signature]

This form must be completed and returned in a sealed envelope plainly marked:

"SITE PREPARATION - 2021"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1469

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Cari Ann Alleman

AGENDA ITEM:

Set-Up Permit Renewals

BOARD ACTION REQUESTED:

Approve 2021 set-up permit renewals for the following establishments: Little Winnie Resort - 55671 County Road 9, Deer River, MN 56636; Deer Lake Charlies - 64051 County Road 533, Effie, MN 56639; Dixon Lake Resort - 49442 Dixon Lake Resort Road, Squaw Lake, MN 56681; and Wilderness Wedding Barn - 53378 Janes School Road, Bigfork, MN 56628

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1381

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Citizen Input
2. Allen Plemel handout

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1250

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of March 26, 2021 in the amount \$920,324.53.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1239

DEPARTMENT: Health & Human Services

PRESENTER: Christine Krebs

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for March 2021, in the amount of \$1,160,311.49.

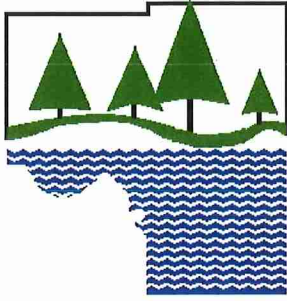
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - March 2021

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

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

March 2021

Income Maint/Admin Payments	\$ 165,109.13
Social Services - Waivers	\$ 10,045.68
Social Services - Non-Waivers	\$ 437,798.22
Foster Care/Out of Home/FamilySupport	\$ 470,336.10
Relative Custoday/Preventive Placement Costs/Incidentals	\$ 9,634.30
Public Health	\$ 14,630.06
Community Health Board	\$ 52,758.00
Total	\$ 1,160,311.49

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

March 2021
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2021	Actual 2020	Actual 2019	Actual 2018	Actual 2017
January	375,450.87	459,792.92	304,901.00	403,335.16	487,398.32
February	276,036.33	591,619.05	395,125.46	317,598.86	481,561.52
March	470,336.10	503,054.15	481,292.60	401,231.62	412,873.40
April		447,083.94	369,984.89	486,982.25	457,943.88
May		533,038.47	431,360.66	326,329.84	477,818.82
June		382,221.73	511,262.03	511,990.80	413,821.03
July		361,553.69	374,861.55	345,911.09	386,995.99
August		324,126.58	553,349.32	420,305.34	505,027.90
September		388,223.65	454,942.93	346,840.99	340,256.49
October		482,584.01	535,920.86	505,385.69	393,487.54
November		397,425.90	420,910.89	379,374.21	442,092.74
December		351,799.88	222,554.78	410,475.92	433,741.15
Total	1,121,823.30	5,222,523.97	5,056,466.97	4,855,761.77	5,233,018.78

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	40	21	53%	6	29%
February	46	34	74%	15	44%
March	46	29	63%	6	21%
April					
May					
June					
July					
August					
September					
October					
November					
December					
	132	84	63%	27	31%
	average			average	

March 2021
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Go Forward Group Home	-	\$245/day	\$ 92,365
The Bridge Residential Facility	-	\$250/day	\$ 40,750
Healing Foundations	-	\$375.77/day	\$ 35,980
Little Sand Group Home	-	\$240/day	\$ 30,416
Northwestern MN Juvenile	-	\$167-\$265/day	\$ 26,907
MCF - Redwing	-	\$215/day	\$ 20,235
Snyders/Foundation for Life	-	\$122/day	\$ 19,675
North Homes	-	\$175 - \$365/day	\$ 17,681
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ 14,313
Northstar	-	\$128/day	\$ 8,820
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ 8,511
Lutheran Social Services	-	\$148-\$194/day	\$ 4,348
Northwood	-	\$294-\$331/day	\$ 4,305
Kindred Family Focus	-		\$ 3,995
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$170 - \$ 291/day	\$ -
Evergreen	-	\$175 - \$190/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Lighthouse	-	\$128/day	\$ -
Mille Lacs Academy	-	\$334 - \$403/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$178/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Village Ranch	-	\$175 - \$231/day	\$ -
Volunteers of America	-	\$279-\$371/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 142,035
Total			\$ 470,336

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1462

DEPARTMENT: Administrative Services

PRESENTER: Loren Solberg

TIME REQUESTED: 15 Minutes

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

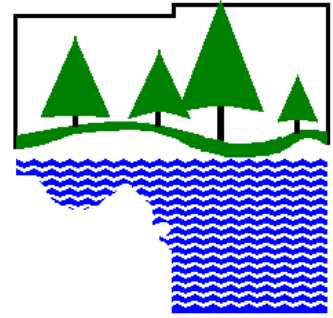
1. 2021 Legislative Priorities

RESULT:

PULLED FROM AGENDA

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



Itasca County 2021 Legislative Priorities

1. Support Itasca County's Local Option Sales Tax and Sales Tax Exemption resolutions regarding the DOC mandated correctional facility.
2. Anoka Regional Treatment Center cost shift to Counties: DHS did add the ability for the County to Appeal but DHS specifically states that the appeal cannot be on the determination that it is clinically appropriate for a client to be discharged – which completely defeats the reason for the appeal process. We will still get a \$40,000 per month bill on these clients with no appeal process – or any reimbursement mechanism.
3. Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
4. Appropriate reimbursement on ICWA funding based on costs and utilization.
5. Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
6. Enbridge and other state property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.

Of Legislative Importance

1. Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 30%.
2. Short-term Rentals: VRBO's/Air B&B – State reform is needed.
3. Canisteo Mine Pit – Dewatering efforts
4. Hill Annex Mine – Support efforts to keep this open
5. Hwy 169 – Support efforts for double lane completion

Health and Human Services Priorities

- COVID-19 Response, using local Public Health as a resource to get out the Vaccine. Not sending it to “Regional” locations. Local PH knows the need and has the capacity.
- Loss of Moose Lake Hospital dollars would be about \$1.5 million to Region 3. Several Hundred Thousand dollars to Itasca County. Leo touched on this at the Work Session Tuesday. From what I understand the new AMHI funding formula is being targeted for the Spring of 2021. If those Moose Lake dollars are re-allocated, it will impact our Region and County. This all stems from the Closure of Moose Lake RTC and the legislation in 1993 for services to be provided for patients with mental illness relocated from Moose Lake RTC. In 2003 that language from 1993 was repealed, but the dollars have continued to be included in our Regions AMHI.
- Allowance for some of the temporary waivers that have been in place due to the COVID-19 pandemic to become permanent and a new way of delivering services that is more efficient and effective in serving residents of Minnesota.
- Hold Counties harmless for the underbilling by DHS to Counties on the County Share of Substance Use Disorder Institutes of Mental Disease Payments. (DHS underbilled Counties from January of 2014 through May of 2019. Statewide estimate is \$8.8 million, Itasca specific estimate is \$159,438.84). The State has been billing Itasca County, but we have not paid these bills.

Transportation Priorities

1. Funding - The HUTDF has a documented shortfall of \$1.13 Billion per year to adequately maintain a statewide transportation network of safe roads and bridges.
 - MCEA supports significant increases in long term, sustainable, transportation funding via new or existing revenues dedicated to the Highway User Tax Distribution Fund (HUTDF)
 - Including but not limited to:
 - Gas Tax, including indexing or other inflationary increases;
 - Motor vehicle registration fees;
 - Motor vehicle sales tax;
 - Gross receipts tax on transportation fuels.
 - MCEA supports providing transportation revenue through traditional general obligation and trunk highway bonding programs including:
 - Local Bridges
 - Local Road Improvement Program
 - Railroad Grade Crossing safety funding
 - Greater MN Transit
 - State Highway Jurisdictional Transfers
 - Priority trunk highway infrastructure.
 - Safe Routes to School
2. Safety
 - Speed Limits
 - MCEA supports the process established by Minnesota Statutes 169.14, Subd. 5 which ensures objective, uniform determination of speed limits by centralizing such authority with the Minnesota Commissioner of Transportation.
3. Weight Limits
 - MCEA opposes any increase in non-permitted truck weights.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1457

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Welcome new employee Gabriel Wood, Deputy Sheriff/Road Deputy, Sheriff Department effective March 15, 2021.
- Congratulations to Shelly Braford who has promoted from Administrative Support, Veteran Services Department to Eligibility Specialist, Family Services Division, Health & Human Services Department effective March 21, 2021.
- Congratulations to Amber Silliman who has promoted from Managed Care Nurse to IMCare RN QIUM Director, Health & Human Services Department effective March 21, 2021.
- Welcome new employee Brandon Nelson, Mechanic/Welder, Road & Bridge Division, Transportation Department, effective March 22, 2021.
- Farewell to Roy Procopio whose last day as a Deputy Sheriff/Road Deputy, Sheriff Department will be March 31, 2021 after nearly 21 years of service.
- Farewell to Josh Lewins whose last day as a Highway Maintenance Sub-foreman, Road & Bridge Division, Transportation Department will be April 2, 2021 after 8+ years of service.
- Farewell to Anna Anttila whose last day as a Public Health Nurse, Health & Human Services Department will be April 3, 2021 after 2+ years of service.
- Congratulations to Miranda Myers who transferred from Assessment Technician to Assessor/Appraiser I, Assessor Department effective April 4, 2021.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1453

DEPARTMENT: Human Resources

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Employee Recognition - Continuous Years of Service

BOARD ACTION REQUESTED:

To recognize County employees who moved into a new benchmark recognition category during 2020 for continuous years of service.

BACKGROUND:

The Employee Recognition Program was launched in 1992 with the approval of the County Board. The Employee Recognition Program is recognition for the employees' service to Itasca County. The program provides for a time when the County Board and department managers formally express appreciation to employees for their contribution to the successful operations of Itasca County government. Letters of appreciation will be distributed to the employee via the department manager.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2020 Employee Recognition - final

RESULT:

INFORMATIONAL - NO ACTION TAKEN

2020 Employee Recognition Awards

5 continuous years (2015)	10 continuous years (2010)	15 continuous years (2005)	20 continuous years (2000)	25 continuous years (1995)	30 continuous years (1990)	35 continuous years (1985)	40 continuous years (1980)
Melanie Carlos	Kyle Curtiss	William Bothma	Sarah Polhamus	Lisa Bolton	Loren Eide	Jeff Heinrich	
Billie Fowler	Jennifer Moen	Tara Graeber	Brett Skyles	Laura Grover		Terri Friesen	
Jenna Soltis	Angie Watson	Craig Pierce	Becky Lauer	Paul Meyer			
Howard Page	Ginger Parlanti	Jeannette Bialke(Grover)	Lucas Thompson	Ryan Gunderson			
Mary Chambers	Tami Elich	Shannon Shelton	Mark Weller	Thomas Williams			
Christall Ellis	Brenda Oberg	Marnie Olson	Roy Procopio				
Amber Kallaus	Tammy Keith	Terry Swedeen	Eva Moore				
Carol Clancey	Marcie Witkofsky	Amy Slettom	Joel Boyd				
Karissa Benoit	Susan Nichols	Eddie Huffman	Mervin Castle, Jr.				
Stephen Picht	Micah Kral	Kris Miller	Amber Peratalo				
Frederick Knight	Josh Falck	Mike Wagner					
Christina Rae	Adam Rabey	Rosann Bray					
Melissa Skoglund	Diane Nelson						
Jeremiah Johnson							
Samantha Tarbuck							
John Bray							
Janna Wolter							
Carissa Nelson							
Shannon Bruley							
Tony Fremont							
Hope Demarais							
Lisa Jackman							
Rebecca Boelter							
Christopher Thompson							
Megan Ritter							
Suzanne Caldwell							
Jayme Smith							
Timothy Lasecki							



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1447

DEPARTMENT: Human Resources

PRESENTER: Lynn Hart

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Potential Updates to Interim Policy 20-02: COVID Program for Employees

BOARD ACTION REQUESTED:

Discuss potential updates to the Itasca County Interim Policy 20-02: COVID Program for Employees.

BACKGROUND:

The Itasca County Interim Policy 20-02: COVID Program for Employees has been in effect since April 1, 2020. The policy is in need of some updates and I would like to discuss the potential updates to ensure it reflects the Board's intentions surrounding the Families First Coronavirus Response Act (FFCRA) Employee Paid Sick Leave.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Interim Policy 2020-02

03/16/2021

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 03/23/2021 2:30 PM
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RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Effective: April 1, 2020

ITASCA COUNTY

Interim Policy 2020-02: COVID-19 Program for Employees

PURPOSE:

This policy identifies the primary issues related to dealing with necessary time off related to COVID-19 as well as the need for continued services during the governor's Emergency Executive Order 20-20 that has now been extended (and expanded upon) in Emergency Executive Order 20-33.

On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic. On March 13, 2020 the Minnesota governor issued an executive order 20-01 declaring a peacetime emergency because of this pandemic. On March 15, 2020 Minnesota detected the first confirmed cases caused by community spread.

On March 25, 2020, the governor issued Emergency Executive Order 20-20 directing Minnesotans to Stay at Home. This order contained a number of exemptions for employees in critical sectors. Areas such as public health, law enforcement, public safety, first responders, water and wastewater, public works and communications and information technology were specifically exempted. In addition, political subdivisions were given the authority to determine the minimum personnel necessary to maintain government operations necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government and to continue priority services. These areas are also exempt from the requirement that Minnesotans stay at home. Despite these exemption, Emergency Executive Order 20-20 emphasized that **All Workers Who Can Work From Home Must Do So**. Emergency Executive Order 20-20 now been replaced and the time identified extended (and exempt critical services expanded upon) in Emergency Executive Order 20-33. This policy is intended to identify our implementation of these directives.

In addition, the federal Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act became effective April 1, 2020.

It is our goal to implement the provisions of the federal and state requirements noted above. We recognize that the evolving nature of the pandemic will likely create the need for this Policy to be amended, updated, and replaced. This policy is numbered in order to identify the most current policy. It is expected that, in the event this Policy is amended, updated, or replaced, a new policy number will be issued and the prior policy will be automatically withdrawn.

A. Continuation of Operations.

i. Exemption from Stay at Home - Continued Operations Determinations

The Governor's Executive Order applies a number of specific exemptions from the Minnesotans Stay at Home Order. This group includes employees in the areas of public health, law enforcement, public safety, first responders, public works and communications and information technology.

In addition, the Executive Order provides for exemptions upon a determination by Itasca County. Pursuant to this exemption, we are given the authority to determine the minimum personnel necessary to maintain government operations necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government and to continue priority services.

The County has determined that **all current County positions are performing critical/essential functions**. This determination is subject to ongoing review and revision.

ii. Telecommuting

Emergency Executive Order 20-20 directing Minnesotans to Stay at Home and extended and expanded upon in Emergency Executive Order 20-33 specifically states that “**All workers who can work from home must do so.**” In order to apply this directive to our workforce, it must be understood that working from home (teleworking) is not an employee choice – rather we have the obligation to determine whether the employee can work from home. Upon a determination that telework is a viable option for the employee, an employee cannot decline to follow such a determination as a matter of personal choice.

Telecommuting and working from home is not appropriate for all positions. Based on business need, staff will be given assignments and shall be required to have Virtual Private Network (VPN) access in order to work from home or another remote location when assigned by their supervisor. Staff may be reassigned to perform other duties remotely as needed.

Schedules, approved leave, and other situations may require changes or adjustments based on essential business needs.

Any work done remotely must meet business needs, follow Itasca County policies and, if applicable, department policies. Teleworking must also be approved in advance by the Supervisor and/or Department Head/Division Manager.

B. Leaves Associated with COVID-19:

i. Limited Application of FFCRA Paid Sick Leave:

The federal Families First Coronavirus Response Act (FFCRA) defines the areas that may be excluded from the Paid Sick Leave or Expanded Family and Medical Leave. These areas include but are not limited to law enforcement officers, correctional institution personnel, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, child welfare workers and service providers, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility.

In order to best plan for critical services and potential staffing needs, the County has utilized the Governor's Executive Order 20-33 definition of exemptions for critical sectors in applying the exclusions for the FFCRA. The County is applying the exclusion above to all County services except those that may be later specifically identified from time to time as non-critical. **Please note that upon a later determination by the County that a position is not exempt from the Executive Order and not able to telework, the provisions of the FFCRA will apply at that point unless the employee is laid off.**

While the FFCRA leaves will not apply to Itasca County employees as a general policy, the County recognizes the need to minimize the spread of the virus associated with COVID-19. Accordingly, the County will apply the up to two weeks (80 hours, or a part time equivalent) of paid sick leave based on the FFCRA requirements (100% of employee's regular rate of pay up to \$511 daily and \$5110 total) to the following leaves:

1. An employee who is unable to work, including unable to telework, because the employee is subject to a Federal or State quarantine or isolation order related to COVID-19.
2. An employee who has been advised by a health care provider to self-quarantine related to COVID-19.
3. An employee who is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

The County may also apply the up to two weeks (80 hours, or a part time equivalent) of paid sick leave based on the FFCRA requirements on a case-by-case basis to employees who are caring for

an individual subject to an order described in #1 and #2 above. This paid sick leave is at 2/3 % of the employee's regular rate of pay up to \$200 daily and \$2000 total.

A part time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Please note that these benefits and requirements are, consistent with federal law, intended to be limited in time. They are intended to expire at the end of the year. Pursuant to federal law, these benefits do not vest, will not be paid out upon separation and may not be carried over from year to year except as required by federal law.

ii. Paid Leave Provisions Related to the Leaves Noted Above:

Leaves outlined in the County personnel policies or in collective bargaining agreements will continue to apply except that, unfortunately, due to staffing and contingency planning, it may be necessary to withdraw previously approved vacation requests. This will be addressed on a case by case basis.

iii. Leave Associated with Travel

We will follow CDC guidelines associated with employees returning to Minnesota from other locations.

iv. Employee Becoming Ill or Displaying Contagious Symptoms

Any employee who is sick should stay home.

Employees should refrain from discussing a coworker's condition due to data privacy laws. If an employee has concerns, they should speak privately with their supervisor or contact the Human Resources Director.

A supervisor may not ask employees about medical diagnoses, but employees may choose to voluntarily share this information. If an employee is displaying symptoms of contagious disease, supervisors should speak privately with the employee.

A supervisor may require an employee to leave the workplace, as a safety consideration for the health of other employees and the public, if the employee displays symptoms of a contagious illness. Such decision shall be part of a consistent plan that treats all employees with such symptoms similarly. While supervisors should not make judgments about a medical diagnosis, they may rely on symptoms to make a determination to send an employee home.

Supervisors should consult with Human Resources staff before sending employees home for these reasons and must notify Human Resources immediately if any employee is sent home because of displaying contagious symptoms. An employee who is sent home for these reasons may use their available paid leave or take the time as unpaid leave (if no paid leave is available). For a period less than a full work week, an exempt employee must use available paid leave hours. The employee may be eligible for Emergency Paid Sick Leave if they meet the eligibility criteria described in section B.i. of this Interim Policy.

For employees in the jail, we will follow CDC guidelines.

v. Notifying Other Employees of a Confirmed Case of COVID-19

As recommended by the CDC, if an employee is confirmed to have COVID-19, the Minnesota Department of Health (MDH) will inform fellow employees of their possible exposure to COVID-19 in the workplace, but protect privacy as required by state and federal law. The Minnesota Department of Health (MDH) will not identify by name an individual who has contracted the disease. Employees exposed to a co-worker with confirmed COVID-19 should refer to CDC guidance for how to conduct a risk assessment of their potential exposure. The Minnesota Department of Health (MDH) will work closely with medical health providers and rely on guidance from federal and local authorities about transmission risk and containment.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1228

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2020 Compliance Program Report

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2020 Compliance Program

Report to the Itasca County Board of Commissioners

March 23, 2021

Purpose

Reporting to the governing body is a crucial element of an effective compliance program. This allows the board to exercise due diligence and to conduct proper and effective oversight. Reporting should also help commissioners remain aware of internal risks and industry compliance risks so they can develop risk control strategies and remain proactive in the long term.

Executive Summary

IMCare continued to work to increase internal awareness of reportable compliance and fraud, waste and abuse issues to the Contract Compliance Officer and/or Health Plan Compliance Coordinator.

The contract with the Minnesota Department of Human Services (DHS) requires IMCare to maintain a Surveillance Integrity Unit (SIU). The Compliance Coordinator is the lead investigator of the SIU. The Compliance Coordinator position was vacated mid 2020 but was not filled due to the county-wide hiring freeze. The internal Utilization Management Workgroup absorbed many of the SIU activities, with investigations lead by the IMCare QI/UM Director, the IMCare Director, and the Contract Compliance Officer.

Training and Education

IMCare is required to provide training to all employees and contracted/appointed individuals at initial hire/contract/appointment and annually thereafter. IMCare uses the KnowBe4 computer-based training program to deliver and track training. The training includes:

- IMCare Standards of Conduct
- IMCare Compliance Plan and Related Policies and Procedures
- Compliance Training
- Fraud, Waste and Abuse Training
- Conflict of Interest Reporting
- Security Awareness Training

Annual training was rolled out in early November 2020 via KnowBe4. IMCare is continuing to track completion of training.

Enforcement and Sanction Screening

IMCare cannot use Medicare, Medicaid or State funds to pay for services provided by excluded or sanctioned parties. IMCare is required to screen all vendors, providers and facilities, including parties with ownership and control interest (typically non-licensed individuals), for exclusions and/or sanctions by federal or state authorities at initial credentialing and/or

contracting and monthly thereafter. In addition, IMCare is required to screen all employees, contractors and board members at initial hire/appointment and monthly thereafter. CVS|Caremark, IMCare's Pharmacy Benefit Manager, is subject to the screening requirements, as well, due to managing the IMCare pharmacy network. IMCare utilizes Streamline Verify to screen for exclusions or sanctions on prospective and current contracted or employed individuals. CVS|Caremark has their own internal process.

There were no matched parties in the sweeps in 2020 by Streamline Verify or CVS|Caremark.

Hotline Activity

IMCare must have a confidential means for reporting compliance or fraud, waste and abuse issues that is available to members, providers, community members, etc. This is intended to reduce the potential for retaliation, which by law is against IMCare policy. IMCare maintains a unique toll-free number linked to the Contract Compliance Officer for this purpose versus using an outside vendor. The number is published in member marketing materials and the IMCare member and provider newsletters. IMCare has not received any specific calls in the past. In 2020, messaging was changed to include that any compliance or fraud, waste and abuse messages left will be subject to confidentiality, thus non-retaliation.

There were no calls received in 2020. This was addressed in the SIRS Performance Audit in November 2020. IMCare anticipates feedback in the preliminary report on the hotline.

Regulatory Oversight

IMCare participated in a mid-cycle Quality Assurance Examination and Technical Compliance Audit by the Minnesota Department of Health (MDH) in May of 2020 due to findings in their full audit of programs in August of 2018. The 2018 August resulted in a corrective action plan (CAP). The purpose of the mid-cycle audit in 2020 was to monitor IMCare's progress with the CAP.

MDH found that IMCare has complied with all the CAP requirements.

IMCare was notified by the DHS Surveillance and Integrity Review Services (SIRS) department that they would be conducting a performance audit of IMCare's Integrity Program and Restricted Recipient Program (RRP) in late October. IMCare submitted the required document request for DHS to conduct a desk review in November. In early December, a virtual onsite audit was conducted for file review, further clarification and discussion, and additional document request. SIRS will be taking all information under advisement and will issue a preliminary report with their findings in the first quarter of 2021.

IMCare anticipates some work to be needed in the Program Integrity area, based on how the audit progressed. We will use the preliminary and subsequent final report for further guidance in this area.

Investigations

The IMCare compliance area conducts investigations on compliance and fraud, waste and abuse related issues. Investigations are initiated when an issue is identified (i.e., member's paying cash for controlled substances, provider upcoding, abnormal billing practices, member identified in focus study reviews, provider-reported member issues, etc.). IMCare's 2020 investigations included:

- Acceptance of cash by provider for controlled substance
- Behavioral Health providers billing multiple assessments for an extended Diagnostic Assessment (identified during the Behavioral Health record audit).
- In-person behavioral health visits billed as telehealth
- Individual prescribing meds to IMCare members despite denial of participation by the Credentialing Committee
- Member's report of non-receipt of services IMCare may have paid for

IMCare may report instances to the SIRS unit at DHS, if the issue cannot be resolve internally of if there is a lack of cooperation in the investigation.

IMCare reported 10 investigations/cases to DHS in the 2020 quarterly reporting of fraud, waste and abuse. In addition, IMCare referred two of the investigations directly to SIRS for further review/action. IMCare anticipates feedback on investigations in the SIRS performance audit preliminary report.

There was \$6,950.81 recovered in overpayments to providers.

Adverse Actions Reporting

IMCare reports instances where providers/individuals/facilities are denied participation in IMCare to DHS. This reporting also includes individuals or facilities that are terminated or suspended from IMCare participation for cause (i.e., quality issues, member protections, etc.), or not for cause (voluntary termination, withdrawal of application, etc.); and payment withholds and termination actions taken by the SIRS unit and referred to IMCare.

IMCare reported 58 adverse actions against providers/facilities to DHS in the monthly reporting of 2020 Adverse Actions.

Restricted Recipient Program

The Restricted Recipient Program (RRP) is a member-based program to identify aberrant activity or actions. Placement in the program requires the member to choose designated providers for their primary care, hospital (affiliated with the primary care provider), and pharmacy. The member must use these providers for their services. If a member needs services their primary

care provider cannot provide, the member must get approval and referral from their primary care provider prior to seeing them. If a member uses a provider that is not their designated provider, they risk having to pay for services out of pocket.

IMCare uses two focus studies to identify members for potential placement in the RRP. The controlled substance (CS) focus study identifies members who had four or more CS prescription fills during the previous month from more than one prescriber or more than one pharmacy. The Emergency Department (ED) focus study identifies members who had four or more ED visits since the beginning of the calendar year. The IMCare Managed Care Nurse (MCN) assigned to the identified members determines enrollment in the RRP. The MCN may provide education or send the member a warning letter of placement in the RRP prior to enrollment in the RRP, as appropriate.

As a result of the CS focus study, there were 11 members who received individualized education about CS fills, 1 member who received a RRP placement warning letter about CS fills, and 1 member was placed or reenrolled in the RRP due to CS fills in 2020.

As a result of the ED focus study, there were 15 members who received individualized education on ER use, 2 members who received RRP placement warning letters for ED use, and 1 member was placed or reenrolled in the RRP due to ER use in 2020.

Summary

IMCare did make some good strides in building the integrity of the compliance program in 2020, but there is room for improvement. The compliance team will need to make some adjustments to program activities to accommodate for findings in the SIRS Performance Audit and any potential corrective action items. IMCare will continue to report progress to the Board of Commissioners on a quarterly basis.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1452

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Anne Erickson

AGENDA ITEM:

Request for Hiring Authorization-Child Support Officer

BOARD ACTION REQUESTED:

Approve the posting of a Child Support Officer position to assist with a transition for a Child Support Officer that is retiring in June, but last day in office is 04/15/2021.

BACKGROUND:

A current Child Support Officer has provided her letter of retirement, and her last day of work is 04/15/2021. It is highly likely that this position will be filled internally, but will cause a domino effect, that will ultimately cause an external posting. This position currently services 246 child support cases, and these cases will need to be covered by staff that already have a full caseload until we are able to hire and train a replacement.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt; Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1448

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Request for Hiring Authorization - Highway Maintenance Worker

BOARD ACTION REQUESTED:

Authorization for Interviewing and Creating a List of Approved Applicants for the Highway Maintenance Worker Position

BACKGROUND:

We currently have one open vacancy in our Road and Bridge Department for the Highway Maintenance Worker Position. We also have potential retirements during the year. The past practice to fill the Highway Maintenance Worker position is by holding an annual interview and pit test (equipment operation test) and then creating an eligibility list that can be use to fill open positions throughout the year as they come open.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request Form - Highway Maintenance Worker Eligibility List

Motion To: Authorize the creation of an Eligibility List and interviews for one (1) vacant Highway Maintenance Worker position.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1458

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve Demolition of Fairgrounds Caretaker House

BOARD ACTION REQUESTED:

Approve contract for demolition of the County Fairgrounds caretaker house and construction of a campground host site to be awarded to Deer River Trucking, Inc. as the lowest quote received at \$17,000.00, and authorize signatures.

BACKGROUND:

After three years of the caretaker house being on the market for sale and removal from the fairgrounds, the County Board has budgeted funds for demolition of the structure and to have a campground host site placed in this location with water, sewer and electric hookups. On February 9, 2021 the Land Department solicited quotes for the demolition of the house and construction of the campground host site. Quotes were received from 6 contractors and opened on February 23, 2021 with the lowest quote at \$17,000.00 to complete the project. The quotes included: Deer River Trucking, Inc. at \$17,000.00, Schwartz at \$17,959.00, American Disposal at \$19,500.00, TNT at \$21,000.00, SCS at \$23,900.00, Casper at \$35,500.00. The project is scheduled for May/June, 2021.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. House Demo Contract_03-23-2021
2. Contractor Quotes

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

County of Itasca, Minnesota
Service Contract
(Caretaker House Demo)

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of March, 2021, by and between the County of Itasca, herein called the "County," and _____, a corporation organized and existing under the laws of the State of Minnesota, located at _____, herein called the "Contractor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Contractor, subject to the conditions, hereinafter set forth, the County shall purchase Demolition Services from said Contractor, upon terms and at the agreed price(s), and the Contractor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from March 23rd, 2021 to June 30th, 2021, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit(s): A

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Contractor to the satisfaction of the County or its duly authorized agent, is estimated to be _____ for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Contractor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of _____, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Contractor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the Contractor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies

shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Contractor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

Limit

J.1.6.1 Bodily injury by:

Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

Contractor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Contractor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Contractor.

M.1 ASSIGNMENT

M.1.1 Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidence for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Contractor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor has hereunto set its hand.

Dated this _____ day of _____, _____.

(Contractor Name)

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Caretaker House Demolition Project
Date March 23rd , 2021
Exhibit A
Special Conditions Supplement

PROJECT DESCRIPTION

Demolition and removal of the Caretaker House located at 1336 Fairgrounds Road, Grand Rapids MN., to include a full basement. The Basement is to be backfilled and landscaped at the surface. All electric, water, and sewer lines are to be installed for a future Campground host site as per **Attachment B**.

GENERAL PROCEDURES AND PROJECT CONDITIONS

The Caretaker house located at the Fairgrounds in Grand Rapids is a one and a half story home with three bedrooms, one and a half bath, above an unfinished basement. Upper level has one-bedroom, small bath, (sink & toilet) with ½ wall sides. Roof refurbished with new sheeting and shingles around 2014.

- A. Demo Building including walkways, basement walls, footings, and basement floor.
- B. Remove all debris and send to a certified landfill or demo site.
- C. All appliances, lighting, furnace, and ducting are to be removed as per local and state specifications.
- D. Backfill and compact to **95% or better** the remaining void to the surface with clean fill.
- E. Install electric, water, and sewer, as required in **Attachment B**. (Note: water system must be able to be winterize).
- F. Install the Campsite and landscape the surface to prevent erosion. As described in **Attachment C** (Campsite Design Specifications)

CONTRACTOR RESPONSIBILITIES

- Contractor will submit the Minnesota Pollution Control Agency (MPCA) Intent to Demo notification and follow time restraints of that notification before work begins. The County will be provided a copy of the submitted and notification before work can begin.
- Contractor agrees to hire, supervise, pay, provide transportation and have required insurance for all subcontractors and employees.
- Contractor will accept responsibility in regard to protecting the site and adjacent property from damage as a result of the demolition and or abatement process.
- No part of the structures or foundation of structure will be buried or left on site. Any voids left from the foundation will be backfilled and compacted by the contractor. The contractor will provide and install clean fill for this purpose.
- All backfill will be properly compacted to **95% or better** to ensure proper settling of the fill materials.
- Site may not be left in an unsafe manner overnight, this includes where excavations or open basements are not backfilled before the end of the work day, the Contractor will be required to encircle the open area with a proper barrier such as standard snow fence, or equal type fencing, for public safety purposes.

- Contractor may be called back to the site if excessive settling occurs after contract has been completed. County may hold a **10% performance retainer** for this work if the work is done during frozen ground conditions.
- All concrete and walkways will be removed from site at the contractor's expense.
- Contractor will provide and install erosion control devices as needed to protect exposed soil during demolition.
- Contractor will provide final grading suitable for mowing and free of walking hazards. This includes but is not limited to a site free of holes, exposed tree roots, steep grade changes, and all exposed soil. Follow **Attachment C** for final Campsite design.
- Contractor shall contact the appropriate utility companies to verify that utilities have been disconnected before work begins.
- Contractor will make provisions to complete work during City and County working hours so that final inspections and utility inspections can be completed as required.
- Contractor shall provide the County with proof of an underground utility locate before moving any equipment on site. This will be in the form of a locate number.
- Contractor will accept responsibility for all materials removed from the site and disposal of said material will be done in accordance with all Minnesota Pollution Control Agency regulations.
- Contractor shall provide all necessary equipment required to perform work including safety equipment for the contractor's employees, required to safely perform the demolition.
- Contractor shall diligently prosecute the work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in these specifications. Contractor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean.
- Contractors shall at all times coordinate its work and cooperate with the County.
- Contractor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Contractor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.
- Contractor shall contact the County before moving any equipment or personnel on the site to begin work.
- Contractor shall remove all trees that are damaged as part of the demolition. The stumps from removed trees will be removed or ground in-place from each tree removed. All trees and root systems to remain shall be protected from damage.
- The County does not guarantee salvage items in any way and reserves the right to allow salvage activities before demo work occurs, County agrees to work cooperatively with

Contractor to coordinate said salvage activities. Contractor shall retain the rights and responsibilities associated with all salvage items on property at the time of entry. Salvage items do not include dirt or minerals. The risk of loss with regards to salvage items goes to the contractor.

INSPECTION AND PENALTIES

- The Contractor shall contact the County before moving off site. If the contractor moves off site before a final inspection is completed, they may be required to come back to the site for additional work without compensation and payment will be held until requested work is completed.
- Burning of any materials, trees, or brush on site is strictly prohibited and may result in fines from local authorities.
- City utilities are present, and the Contractor is required to have a City employee sign a waiver stating they have inspected the disconnection and connection of utilities and agree they have been done in accordance with City specifications. Failure to provide a signed waiver upon completion of the work may result in a reduction in payment equal to the cost of exposing disconnected utilities for inspection.
- The Contractor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their bid and another bid required to complete the work. Associated fees required to re-bid the work will be included with the liquidated damages.

COUNTY RESPONSIBILITIES

- Provide access to the site for equipment and personnel
- Provide City contacts for utility disconnection inspections
- Provide verification of project area and property lines in the field
- Provide an Asbestos and Hazardous Materials Report dated October 2017

COUNTY'S RIGHTS

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Contractor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract.

County shall have the right to order changes in the work at any time. Contractor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, contractor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind damage.

EXISTING UTILITIES – All Utilities are located in the basement.

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities that remain from damage.
- C. All utilities are to be reconnected and brought to the surface as described in **Attachment B** to accommodate a full hookup camper site.
- D. All Water, Sewer, and Electric will be installed to meet current codes.
- E. Do not disrupt public utilities without permit from authority having jurisdiction.
- F. All utilities shall be marked and installed with post and protection pipes as needed to protect the utilities from damage.
- G. Remaining Gas, Fiber, and phone are to be capped or abandon as required by the responsible utilities.

DEBRIS AND WASTE REMOVAL

- A. Itasca County will waive all tipping fees for demolition when brought to the County demolition site.
- B. All loads of building materials, debris, refuse, etc. shall be properly secured and tarped to prevent debris from blowing or falling out during transport.
- C. Leave site in clean condition, ready for subsequent work.
 - 1. Remove all debris from surrounding area.
 - 2. Clean up spillage and wind-blown debris from public and private lands.
- D. Dispose of debris at a certified demolition site.
 - 1. Document and show proof of disposal from a certified disposal facility.

LICENSES

- A. Contractor shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

DELIVERABLES BY CONTRACTOR:

- Proof of insurance meeting or exceeding County requirements, naming the County as additionally insured.
- Copies of all permits required.
- Copies of proof of disposal from a certified disposal facility.
- Gopher I ticket number.

TERMS OF PAYMENT:

- The entire above are subject to the “not to exceed” amount of **\$17,000.00.**
- Upon final inspection the County will pay upon invoice, the Contractor the full amount of **\$17,000.00.**
- Final payment may be adjusted by official signed change orders.
- The county reserves the right to hold up to a **10% performance retention** from the payment for the final site inspection to be completed during unfrozen ground conditions. No payment by the County of any sums due pursuant to this contract shall be interpreted as a waiver of any defect in labor and materials.
- COUNTY’S Authorized Agent has the authority to update and adjust all project schedules when necessary.

CONTRACTOR PERSONNEL:

A. CONTRACTOR’S key personnel, will include:

1. Name:
Address:

Phone:
Email:

COUNTY’S AUTHORIZED AGENT AND PROJECT MANAGER

A. COUNTY’S AUTHORIZED AGENT, or his/her successor, will be:

1. Name: Kory Cease
Title: Itasca County Land Commissioner
Address: 1177 LaPrarie Ave.
Grand Rapids, MN 55744
Phone: 218-327-2855
Fax: 218-327-4160
Email: kory.cease@co.itasca.mn.us

- B. COUNTY'S Authorized Agent will have final authority to accept or reject CONTRACTOR'S services and/or goods. If such services and/or goods are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by CONTRACTOR.
- C. COUNTY'S PROJECT MANAGER, or his/her successor, for this Agreement will be:

2. Name: Roger Clark
 Title: Park System Manager
 Address: 1177 LaPrarie Ave.
 Grand Rapids, MN 55744
 Phone: 218-327-7347
 Cell: 218-244-4705
 Fax: 218-327-4160
 Email: roger.clark@co.itasca.mn.us

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

CONTRACTOR'S QUOTE IS INCLUDED AS ATTACHMENT A.
RECONNECTED UTILITIES ARE INCLUDED AS ATTACHMENT B
CAMPSITE DESIGN SPECIFICATIONS ARE INCLUDED AS ATTACHMENT C

INSURANCE CHANGES NONE

ATTACHMENT B

Caretaker House Demo Project

Camper hookup site install

The Contractor is required to reconnect the Electric, Water and Sewer lines from the basement and install them at the surface to create a camper hookup site as described.

A) Sewer

Sewer pipe shall be installed to meet current codes with a minimum 4" PVC pipe with a removable cap.

B) Water

Water line shall be installed to meet current codes. A curb stop is currently in place to provide for a shutoff from the city water line for maintenance and repairs. Water meter will be provided by the city. The water line will be a farm hydrant style faucet or equivalent with an installed backflow preventor. The waterline must be installed to allow for full seasonal drainage. The hydrant shall be installed a minimum of 18 inches from the ground and supported by a post bollard. The faucet shall have a means of locking in the closed position.

C) Electric

Electric shall be installed to meet current codes. An 8"X 8" pressure treated post or steel station box will be installed to accommodate a junction box. No meter required as depicted in photo. Camper style junction box shall provide for 20, 30, and 50-amp breakers and receptacles.



Gas Line, Fiber optic, and phone would be capped and marked by the contractor or utilities responsible. County will close the accounts with the responsible utilities.

Caretaker House Demo

Campsite Design Specifications

Attachment C

Specifications for the Host campsite after demolition of the house and fill.

Camping pad

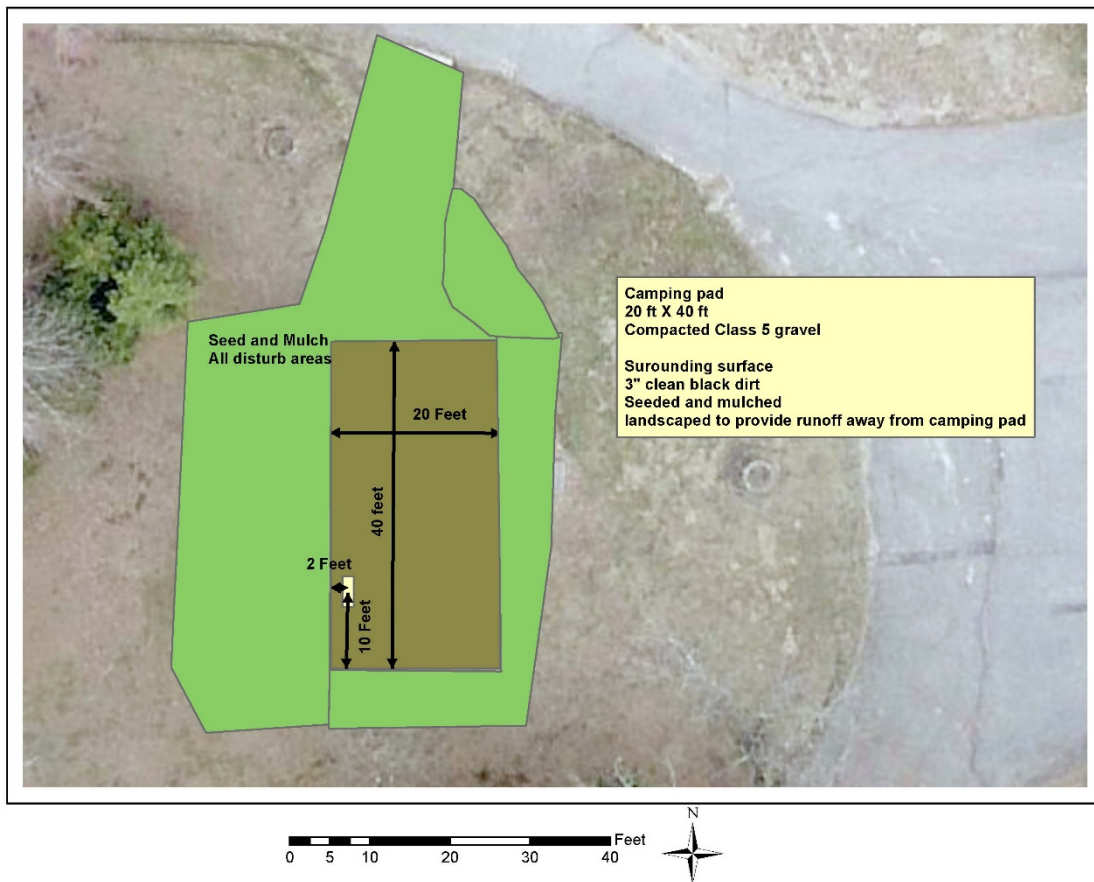
Provide a compacted 20-foot by 40-foot pad 4 inches deep set 2 to 4 inches above grade to prevent water pooling on site. Slight taper to the west to allow for water runoff.

Landscape surrounding disturbed area to provide proper water runoff. Place minimum of 3 inches of clean screened black dirt over all of the disturbed area. Blend edges into existing grass areas.

Seed and mulch with Itasca Farm Service lawn mix. Mulch with blanket or hydromulch.

Follow Grand Rapids City Stormwater permit guidelines as required along with best management practices for this project.

Campsite Landscape Design
02/12/2021



**Fairgrounds Park Caretaker House
Demo Project**

**Quote report for the Caretaker House
Demo Project and Campsite install**

February 24, 2021

Bidders Name	Quote Amount
Deer River Trucking, Inc.	\$17,000.00
William J Schwartz and Son Inc.	\$17,959.00
American Disposal	\$19,500.00
TNT Construction Group, LLC	\$21,700.00
Specialty Construction Services - SCS	\$23,900.00
Casper Construction Inc.	\$35,500.00

Final decision to offer the contract will be by the Itasca County Board at their March 9th, 2021 County Board Meeting.

RIGHT TO ACCEPT OR REJECT BIDS: The Itasca County Board reserves the right to accept or reject any or all quotes, to waive any defects or technicalities, to advertise for new quotes, or to take such action it deems lawful and in the best interests of Itasca County.

QUOTE FORM

Fairgrounds Park Caretaker House Demo

1336 Fairgrounds Road, Grand Rapids, MN 55744

Quote Amount \$ 17,000.00

Name Deer River Trucking, Inc.

Address PO BOX 236
Deer River, MN 56636

Phone 218-246-2810

Email dctract@paulbanyan.net

Proposed Demolition Date: May 1st 2021

Right to accept or reject bids:

The Itasca County Board reserves the right to accept or reject any or all Quotes, to waive any defects or technicalities, to advertise for new Quotes, or to take such action it deems lawful and in the best interests of Itasca County.

I agree that, by my signature, I have read and understand the documents (Instructions to Bidders, General Conditions, Proposed Contract, Exhibit A (Special Conditions), and Exhibits B (Hazardous Material Report), and Attachment B Camper Hookup site, if chosen, I agree to abide by the terms.


Bidder's Signature

2-22-2021
Date



William J Schwartz & Son INC

34882 Scenic Hwy, Bovey, MN 55709

Phone: 218-245-2165 Fax: 218-327-1698

Project Number: xxxxxx

Caretaker House Demolition

Item No.	Description	Units	Unit Price	Total Price
	SCOPE OF WORK TO BE DONE:			
	DEMO & REMOVAL OF CARETAKERS HOUSE			
	BACKFILL & LANDSCAPING OF DEMO SITE			
	INSTALLATION OF CAMPER PAD			
	ELECTRIC, WATER, SEWER LINES INSTALLED			
			TOTAL:	\$17,959.00

Notes: 1) ADD \$350 TO RETURN IN THE SPRING FOR TOUCHUP

2) ADD ANY REQUIRED PERMIT FEES

ESTIMATE PREPARED BY: *Bob Schwartz* DATE: *2-22-2021*

QUOTE FORM

Fairgrounds Park Caretaker House Demo

1336 Fairgrounds Road, Grand Rapids, MN 55744

Quote Amount \$ \$ 19,500.00

Name

American Disposal

Address

P.O. Box 368

Deer River mn 56636

Phone

218-246-8729

Email

Refuse@Paulbanyan.net

Proposed Demolition Date:

late May, early June

Right to accept or reject bids:

The Itasca County Board reserves the right to accept or reject any or all Quotes, to waive any defects or technicalities, to advertise for new Quotes, or to take such action it deems lawful and in the best interests of Itasca County.

I agree that, by my signature, I have read and understand the documents (Instructions to Bidders, General Conditions, Proposed Contract, Exhibit A (Special Conditions), and Exhibits B (Hazardous Material Report), and Attachment B Camper Hookup site, if chosen, I agree to abide by the terms.

Bidder's Signature

Date

[Signature] 2/23/21



QUOTE FORM

Fairgrounds Park Caretaker House Demo

1336 Fairgrounds Road, Grand Rapids, MN 55744

Quote Amount \$ 21,700.00

Name TNT Construction Group, LLC

Address 40 County Road 63

Grand Rapids, MN 55744

Phone 218-326-4184

Email shane@tnt-cg.com

Proposed Demolition Date: May 1, 2021

Right to accept or reject bids:

The Itasca County Board reserves the right to accept or reject any or all Quotes, to waive any defects or technicalities, to advertise for new Quotes, or to take such action it deems lawful and in the best interests of Itasca County.

I agree that, by my signature, I have read and understand the documents (Instructions to Bidders, General Conditions, Proposed Contract, Exhibit A (Special Conditions), and Exhibits B (Hazardous Material Report), and Attachment B Camper Hookup site, if chosen, I agree to abide by the terms.

Shane Hamrick, President 2/23/2021
Bidder's Signature Date



QUOTE FORM

Fairgrounds Park Caretaker House Demo

1336 Fairgrounds Road, Grand Rapids, MN 55744

Quote Amount \$ ~~23,900~~ \$23,900

Name SCS

Address 35334 42 Hwy 2
Grand Rapids, MN 55744

Phone 218 327-9505

Email Adam@SCS-mn.com

Proposed Demolition Date: As soon As Road restructuring is off

Right to accept or reject bids:

The Itasca County Board reserves the right to accept or reject any or all Quotes, to waive any defects or technicalities, to advertise for new Quotes, or to take such action it deems lawful and in the best interests of Itasca County.

I agree that, by my signature, I have read and understand the documents (Instructions to Bidders, General Conditions, Proposed Contract, Exhibit A (Special Conditions), and Exhibits B (Hazardous Material Report), and Attachment B Camper Hookup site, if chosen, I agree to abide by the terms.

[Signature]
Bidder's Signature

2-22-21
Date



* Insurance Info will be supplied upon
winning Bid. (As)

QUOTE FORM

Fairgrounds Park Caretaker House Demo

1336 Fairgrounds Road, Grand Rapids, MN 55744

Quote Amount \$ 35,500.00

Name Casper Construction INC

Address 212 SE Corn St.
Grand Rapids, MN 55744

Phone 701-741-5243

Email colehammargren@caspercon.com

Proposed Demolition Date: June 1st 2021

Right to accept or reject bids:

The Itasca County Board reserves the right to accept or reject any or all Quotes, to waive any defects or technicalities, to advertise for new Quotes, or to take such action it deems lawful and in the best interests of Itasca County.

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[Signature]
Bidder's Signature

2/23/21
Date





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1464

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Burl Ives

AGENDA ITEM:

Potential IEDC Funding of Infrastructure Project

BOARD ACTION REQUESTED:

Discuss potential IEDC Funding of Infrastructure Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 23, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1456

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Closed Session Re: Salary Disputes of the Auditor/Treasurer and Sheriff

BOARD ACTION REQUESTED:

Hold a Closed Session pursuant to Minn. Stat. 13D.05, Subd 3 (b) based upon Attorney Client Privilege for case consultation and legal advice regarding salary disputes of the Auditor/Treasurer and Sheriff.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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