



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Snyder 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	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Absent	

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 22, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Appoint Aimee Johnson to the Extension Committee fulfilling the unexpired vacancy effective March 8, 2022 through December 31, 2024.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

2. Approve the Purchase of Service Agreement between ICHHS and Leah Crossley for Qualified Individual (QI) Assessment services.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

3. Approve final payment for Contract 64507 CSAH 45 & CSAH 60 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

4. Approve final payment for Contract 66111 - CSAH 61 Pedestrian Crossing System and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

5. Approve of the Disposition of Obsolete Road and Bridge Equipment through Hansen Auction Group.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

6. Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

7. Approve out of state travel for two legal secretaries to attend the Karpel Solutions National User Group Meeting in St. Louis, Missouri, from April 19th to April 21st, 2022.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Schedule Public Hearing

Motion To: Schedule a Public Hearing Re: Notice of Intent to Redistrict County Commissioner Districts to be held at the Tuesday, April 5, 2022 County Board Work Session, which begins at 2:30 p.m.

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

3. Chronic Wasting Disease (CWD) Options

Environmental Services Director Dan Swenson presented various options related to addressing Chronic Wasting Disease (CWD) in Itasca County. It was the consensus of the County Board to review the current legislative bills at the March 8, 2022 Regular Session.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

4. Resolution to Support a Mississippi River – Grand Rapids One Watershed, One Plan
Itasca County Soil & Water Conservation District (SWCD) District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the Resolution Re: Support for a Mississippi River-Grand Rapids Watershed One Watershed, One Plan.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

5. PILT Discussion

Commissioner Snyder provided information regarding a study of Payment in Lieu of Taxes (PILT) through the Northern Counties Land Use Coordinating Board (NCLUCB).

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

VII. COMMITTEE REPORTS

Commissioner Ives reported on his attendance of recent Itasca Economic Development Corporation (IEDC) meetings, as well as various township meetings.

Commissioner Tinquist reported on his attendance of recent Mississippi Headwaters Board (MHB) and Grand Village Board meetings, as well as Labor Negotiations.

Commissioner Trunt reported on his attendance of recent Western Mesabi Mine Planning Board (WMMPB) and Grand Village Board meetings, as well as meetings regarding Canisteo Pit.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the upcoming Association of Minnesota Counties (AMC) Annual Legislative Conference.

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding potential expansion of Arbor Wood and L&M Fleet in the Grand Rapids area.

RECESS

Chair Snyder recessed the meeting at 3:11 PM.

RECONVENE

Chair Snyder reconvened the meeting at 3:18 PM, with all members present, except DeNucci absent.

X. CLOSED SESSIONS

1. Closed Session Re: Enright, Ronald v. Itasca County/Tax Appeal 31-CV-20-1076 & 31-CV-20-1077

Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d) based upon Attorney Client Privilege, Minn. Stat. 595.02, Subd 1(b) to consult with its attorney in reference to a pending action in the Matter of the Enright, Ronald v. Itasca County/Tax Appeal.

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

Others Present: County Attorney Matti Adam, Chief Deputy/First Assistant County Attorney Mike Haig (via teleconference), Assessor/Appraiser Christa Jetland, Assistant County Assessor Cory Leinwander, County Assessor Amber Peratalo, Assistant County Attorney Heather Roy, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

It was the consensus of the County Board to take no action in reference to Court File 31-CV-20-1076 and to accept the recommendation of the County Assessor and directed staff to finalize settlement documents for completion of the matter in reference to Court File 31-CV-20-1077.

2. Closed Session Re: New Camps, Inc. v. Itasca County/Tax Appeal 2019/P2020 and 2020/P2021

Motion To: Go into Closed Session pursuant to MN Statutes 13D.05, Subd. 3(B) and 13D.05, Subd. 1(D) based upon Attorney Client Privilege MN Statute 595.02, Subd. 1(B) to consult with its Attorney in reference to pending litigation in the matter of New Camps, Inc. v. Itasca County/Tax Appeal 2019/P2020 and 2020/P2021.

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

Others Present: County Attorney Matti Adam, Assessor/Appraiser Christa Jetland, Assistant County Assessor Cory Leinwander, County Assessor Amber Peratalo, Assistant County Attorney Heather Roy, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

It was the consensus of the County Board to direct staff finalize documents to approve the negotiated settlement in reference to Court Files 31-CV-20-1075 and 31-CV-21-863.

XI. ADJOURN

Chair Snyder adjourned the meeting at 3:55 PM.

ATTEST



Terry Snyder
Chair of the County Board



Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 22, 2022

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Snyder 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	Present	2:30 PM
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 #6.13 (Itasca County Fairgrounds Park Campground Enhancement Project) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 15, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve the Purchase of Service Agreement between ICHHS and Lutheran Social Services of Minnesota (LSS) for Semi-Independent Living Services (SILS), for the period of February 22, 2022 through December 31, 2022.
2. Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.
3. Authorize IMCare Director and County Board chair to sign the Provider Participation Agreement between IMCare and Bechthold Eye Care, a vision provider.

4. Schedule the 2022 County Board of Appeal and Equalization meeting on Monday, June 13, 2022 at 3:00 pm with 15 minute appointments available from 3:15 until 7:00 pm and on Monday, June 20, 2022, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Monday, June 20, 2022 meeting.
5. Approve the State Fiscal Year (SFY) 2023 Itasca County SWCD AIS Program Budget Proposal.
6. Adopt the Resolution Re: Support for the Implementation of the Mississippi River Headwaters Watershed On Watershed, One Plan Project, which approves the Memorandum of Agreement (MOA) and Watershed Based Implementation Funding Budget and Workplan, and authorizes necessary signatures.
7. Adopt the Resolution Re: Bridge Bonding (Revised 1/20/2022).
8. Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3109-0031 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.
9. Adopt the Resolution Re: Marcell Snowdrifters Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.
10. Award the 2022 Site Preparation Contract to Future Forests Inc., in the amount of \$53,657.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
11. Award the 2022 Tree Planting Contract to Champion Forestry Service in the amount of \$29,787.04 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Legislative Conference Call
A Legislative Conference Call was provided by Representative Julie Sandstede and Itasca County Lobbyist Loren Solberg.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

3. Recognition of County Employees
The following employees were recognized:

Farewell to Beth Pederson whose last day as a Veteran Benefit Eligibility Specialist, Veteran Services Department was February 18, 2022 after 17+ years of service.

Farewell to Kent Demarais whose last day as a Corrections Deputy, Sheriff Office will be February 23, 2022 after 1+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

4. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of February 25, 2022, in the amount of \$2,225,032.56.

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

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for February 2022, in the amount of \$1,185,629.19.

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

6. Catastrophic Sick Leave Policy

Motion To: Approve the Catastrophic Sick Leave Policy.

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

7. Liquor License

Motion To: Approve new On-Sale, Off-Sale, and Sunday Liquor Licenses for Chapman Resorts LLC, DBA Anchor Inn Resort, located at 55960 County Road 4, Spring Lake, MN 56680.

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

8. 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

9. Public Health Division Update/Presentation

Public Health Nurse Linsey Savage provided a Public Health Division Update/Presentation, including information regarding the evidence-based home visiting model, Maternal Early Childhood Sustained Home-Visiting Program (MESCH).

RESULT: INFORMATIONAL - NO ACTION TAKEN

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

QI/UM Director Amber Silliman provided a County Based Purchasing (IMCare) Division Update/Presentation, including information regarding the 2021 Performance Improvement Project (PIP)/Quality Improvement Project (QIP) Summary Report.

RESULT: INFORMATIONAL - NO ACTION TAKEN

11. 2021 HHS Year End Report

Health and Human Services (HHS) Director Eric Villeneuve provided a 2021 Health and Human Services (HHS) Year End Report.

RESULT: INFORMATIONAL - NO ACTION TAKEN

12. TriMin 2022-2024 Contract Ratification

Motion To: Authorize the Board Chair to sign the Ratification Agreement for the 2022-2024 TriMin contract for IFS support.

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

13. Itasca County Fairgrounds Park Campground Enhancement Project

Motion To: Adopt the Resolution Re: Itasca County Fairgrounds Park Campground Enhancement Project IRRRB Development Infrastructure Grant Application and authorize necessary signatures.

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

VII. COMMISSIONER COMMENTS

RECESS

Chair Snyder recessed the meeting at 3:31 PM.

RECONVENE

Chair Snyder reconvened the meeting at 3:43 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Litigation Session – Attorney-Client Privilege

Motion To: Go into Closed Session pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information.

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

Others Present: County Attorney Matti Adam, Administrative Services Assistant Shelley Kebart, MCIT Appointed Attorney Jessica Schwie (via virtual presence), MCIT Representative Stephanie Selisker (via virtual presence), County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

2. Closed Session Re: Labor Negotiations

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

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

Others Present: Administrative Services Assistant Shelley Kebart, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

IX. ADJOURN

Chair Snyder adjourned the meeting at 4:46 PM.

ATTEST

Terry Snyder
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 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2251

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Appointment - Extension Committee

BOARD ACTION REQUESTED:

Appoint Aimee Johnson to the Extension Committee fulfilling the unexpired vacancy effective March 8, 2022 through December 31, 2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Extension Committee-Application-A Johnson

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2254

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Becky Lauer

AGENDA ITEM:

Qualified Individual Assessments Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Leah Crossley for Qualified Individual (QI) Assessment services.

BACKGROUND:

The Minnesota Department of Human Services implemented the Family First Prevention Services Act on 9/30/21 and established a pool of qualified individuals (QIs) to complete qualified residential treatment program (QRTP) assessments when county or tribal agencies recommend placement of children in facilities certified as QRTP (corporate foster homes, group homes, and residential treatment). Qualified individuals can be licensed clinicians, or community members specifically trained and certified to complete assessments of children. Department staff is contracting with qualified individuals who possess specialized knowledge of and lived experience within African American, Native American and communities of color. County and tribal social service agencies are encouraged to develop their own qualified individual program at the local level.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Leah Crossley 2022

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **LEAH CROSSLEY, 18207 TRIGGER TRAIL, GRAND RAPIDS, MN 55744**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **03/14/2022 THROUGH 12/31/2022**.

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **QUALIFIED INDIVIDUAL ASSESSMENTS** to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:
 - a. **Description of services.**
 - b. **Exposition of staffing**, including job description and professional qualifications of personnel.
 - c. **Organizational chart** with names and positions.
 - d. **Line item budget.**
 - e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
 - f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
 - g. **Operating license** (photocopy, when applicable).
2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.
3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **LEAH CROSSLEY, 18207 TRIGGER TRAIL, GRAND RAPIDS, MN 55744**.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 - b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14D. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.
2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.
6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov>.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

J. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or

any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.
4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.
6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

Qualified Individual Assessment, \$50/hour not to exceed \$15,000 per year

Qualified Individual Assessment

Pursuant to Minn. Stat. § 260C.704, a Qualified Individual (QI) conducts an assessment prior to a child's placement in a QRTP. A QI is a trained culturally competent professional or licensed clinician (including a mental health professional under Minn. Stat. § 245.4871, subd. 27) who conducts QRTP assessments approved by the commissioner of the Minnesota Department of Human Services. QIs cannot be individuals connected to or affiliated with any placement setting. If the child must be immediately placed in a QRTP due to crisis, the QI shall conduct an assessment within 30 days of the placement. If the QI assessment is not completed within 30 days, then the social services agency may lose its ability to receive IV-E funding for the placement. The assessment must use an age-appropriate, evidence-based, validated, functional assessment tool that is approved by the commissioner of human services. The QI assessment is done in conjunction with the child's family and permanency team. The QI assessment shall:

- Assess the child's strengths and needs
- Determine whether the child's needs can be met by the child's family members or through placement in a foster family home. If not, determine which allowable childcare institution would provide the child with the most effective and appropriate level of care in the least restrictive environment consistent with the child's short- and long-term goals as specified in the permanency plan.
- Develop a list of short- and long-term mental and behavioral health goals for the child
- Work with the child's family and permanency team using culturally competent practices

If the QI recommends placement outside the family or outside a foster family home, the assessment shall specify in writing:

- Reasons why the needs of the child cannot be met by the child's family or in a foster family home (especially when considering the use of in-home services or outpatient services).
- Why placement in a QRTP is the most effective and appropriate level of care for the child in the least restrictive environment
- How the QRTP placement is consistent with the child's short- and long-term goals as specified by the child's permanency plan
- Reasons why the placement preferences of the child, child's tribe (if ICWA applies), parent(s) or legal guardian(s), family and permanency team were not recommended, if different from the recommendation of the QI.

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.
 - a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.
 - b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.
 - c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
 - d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
 - e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
 - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.
3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

1. The Contractor Shall:
 - a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
 - (1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.
 - (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.
 - b. Provide the Agency with information about fees collected and the fee source.
 - c. Maintain all records pertaining to the Agreement at at **LEAH CROSSLEY, 18207 TRIGGER TRAIL, GRAND RAPIDS, MN 55744** for four (4) years for audit purposes.
 - d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
 - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.

F. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

- b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.
 - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
- 3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
- 4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.
- 5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

- 1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
- 2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

- 1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the

State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2216

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Contract 64507 - Final Payment CSAH 45 & CSAH 60 Bituminous Projects

BOARD ACTION REQUESTED:

Approve final payment for Contract 64507 CSAH 45 & CSAH 60 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:

Hawkinson Construction has completed the bituminous paving project and it is recommended that final payment be processed.

Bid Amount: \$4,455,322.14

Final Amount: \$4,565,516.78

The final contract amount included \$122,064.32 in bituminous incentives awarded to the contractor.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Final Payment Packet

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-645-007, SAP 031-645-008 & SAP 031-660-011

Name of Contractor: Hawkinson Construction, Inc.

Contract No.: 64507

Total Value of Work: \$ 4,565,516.78

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

Date

Karin Grandia

Digitally signed by Karin
Grandia
Date: 2022.02.07 11:21:14
-06'00'

County Highway Engineer
Karin Grandia

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

Project No.: SAP 031-645-007, SAP 031-645-008
SAP 031-660-011

County of Itasca

Contract No.: 64507

The County Board of Itasca County hereby recognizes that the work done by Hawkinson Construction, Inc. of Grand Rapids, MN, under contract with Itasca County, made and entered into on April 13, 2021, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

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

Dated: _____, 2022

Signed:

Chairman, Itasca County Board

Clerk to the County Board

Contract Number: 64507
Pay Request Number: 6

Project Number	Project Description
SAP 031-645-007	CSAH 45

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 08/26/2021
--	---

Contract Amount		Funds Encumbered	
Original Contract	\$331,994.00	Original	\$331,994.00
Contract Changes	\$1,958.99	Additional	N/A
Revised Contract	\$333,952.99	Total	\$331,994.00

Work Certified To Date	
Base Bid Items	\$355,035.63
Contract Changes	\$1,958.99
Material On Hand	\$0.00
Total	\$356,994.62

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$2,475.00	\$356,994.62	\$0.00	\$336,793.64	\$20,200.98	\$356,994.62
Percent: Retained: 0%			Percent Complete: 108.9%		

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

Approved By Ryan
Sutherland

Digitally signed by Ryan
Sutherland
Date: 2022.02.15 15:04:42
-06'00'

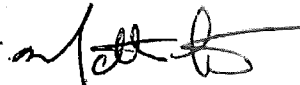
County/City/Project Engineer

Date

Approved By Hawkinson Construction Co., Inc.

Contractor

Date


2/14/22

Contract Number: 64507
Pay Request Number: 7

Project Number	Project Description
SAP 031-645-008	CSAH 45 BASE AND BITUMINOUS

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 01/21/2022
---	---

Contract Amount		Funds Encumbered	
Original Contract	\$2,725,833.36	Original	\$2,725,833.36
Contract Changes	\$86,950.74	Additional	N/A
Revised Contract	\$2,812,784.10	Total	\$2,725,833.36

Work Certified To Date	
Base Bid Items	\$2,699,686.18
Contract Changes	\$86,950.74
Material On Hand	\$0.00
Total	\$2,786,636.92

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$54,512.00	\$2,786,636.92	\$0.00	\$2,595,518.67	\$191,118.25	\$2,786,636.92
Percent: Retained: 0%			Percent Complete: 99.07%		

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

Approved By Ryan
Sutherland
County/City/Project Engineer

Digitally signed by Ryan
Sutherland
Date: 2022.02.15 14:36:37
+06'00'

Approved By Hawkinson Construction Co., Inc.

Contractor



Date

Date

2/15/22

Contract Number: 64507
Pay Request Number: 6

Project Number	Project Description
031-660-011	CSAH 60 BITUMINOUS BASE AND SURFACING

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 01/11/2022
---	---

Contract Amount

Original Contract	\$1,397,494.78
Contract Changes	\$41,056.59
Revised Contract	\$1,438,551.37

Funds Encumbered

Original	\$1,397,494.78
Additional	N/A
Total	\$1,397,494.78

Work Certified To Date

Base Bid Items	\$1,380,828.65
Contract Changes	\$41,056.59
Material On Hand	\$0.00
Total	\$1,421,885.24

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$1,632.00	\$1,421,885.24	\$0.00	\$1,349,240.58	\$72,644.66	\$1,421,885.24
Percent: Retained: 0%			Percent Complete: 98.84%		

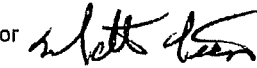
This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Ryan
Sutherland
County/City/Project Engineer

Digitally signed by
Ryan Sutherland
Date: 2022.02.15
14:48:45 -06'00'

Approved By Hawkinson Construction Co., Inc.

Contractor



Date

Date

2/17/22



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2256

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Contract 66111 - Final Payment CSAH 61 Pedestrian Crossing System

BOARD ACTION REQUESTED:

Approve final payment for Contract 66111 - CSAH 61 Pedestrian Crossing System and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:

TNT Construction Group, Inc. has completed the pedestrian crossing system and it is recommended that final payment be processed.

Bid Amount: \$218,910.00

Final Amount: \$223,496.76

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CSAH 61 Final Packet

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota
County Of Itasca

Project No.: SAP 031-661-011
Contract No.: 66111

The County Board of Itasca County hereby recognizes that the work done by TNT Construction Group of Grand Rapids, MN, under contract with Itasca County, made and entered into on July 13, 2021, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

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

Dated: _____, 2022

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-661-011
CSAH 61 – Grading, Bituminous Surfacing, ADA Improvements, and Pedestrian
Crosswalk Flasher System

Name of Contractor: TNT Construction Group

Contract No.: 66111

Total Value of Work: \$223,496.76

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

1-13-2022
Date

Karin Grandia
Karin Grandia, P.E.
Itasca County Engineer

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

* **CERTIFICATE of FINAL ACCEPTANCE** *

CONTRACT NUMBER 66111 CONTRACTOR TNT Construction Group
DATE CERTIFIED 1-13-22
PAYMENT NUMBER 3

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

CONTRACTOR: TNT Construction Group LLC
BY Janet Hammerlund President
AND Janet Hammerlund Pres
AND _____

STATE OF MINNESOTA
COUNTY OF ITASCA

** INDIVIDUAL ACKNOWLEDGMENT **

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

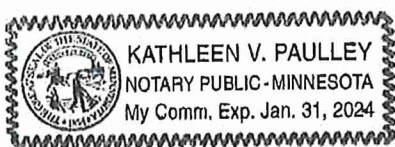
** CORPORATE ACKNOWLEDGMENT **

Janet Hammerlund AND _____, TO ME PERSONALLY KNOWN, WHO, BEING EACH BY ME PERSONALLY SWORN, EACH DID SAY THAT THEY ARE RESPECTIVELY THE President AND

OF THE TNT Construction Group LLC

CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS President, AND SAID _____ AND _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

NOTARIAL MY COMMISSION AS NOTARY PUBLIC IN ITASCA COUNTY
SEAL EXPIRES Jan 31, 2024



Kathleen Paulley
SIGNATURE

Contract Number: 66111
 Pay Request Number: 3

Project Number	Project Description
SAP 031-661-011	CSAH 61 Pedestrian Crossing

Contractor: TNT Construction Group LLC 40 County Road 63 Grand Rapids, MN 55744	Vendor Number: Up To Date: 01/12/2022
---	--

Contract Amount

Original Contract	\$218,910.00
Contract Changes	\$5,400.00
Revised Contract	\$224,310.00

Funds Encumbered

Original	\$218,910.00
Additional	N/A
Total	\$218,910.00

Work Certified To Date

Base Bid Items	\$218,096.76
Contract Changes	\$5,400.00
Material On Hand	\$0.00
Total	\$223,496.76

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$1,000.00	\$223,496.76	\$0.00	\$211,371.92	\$12,124.84	\$223,496.76
Percent: Retained: 0%			Percent Complete: 99.64%		

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

Approved By

Karen Grandjean
 County/City/Project Engineer

2-24-22
 Date

Approved By TNT Construction Group LLC

Janet Hammond, Pres
 Contractor

1-13-22
 Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-10-01	\$184,879.26	\$9,243.96	\$175,635.30
2	2021-12-15	\$37,617.50	\$1,880.88	\$35,736.62
3	2022-01-12	\$1,000.00	(\$11,124.84)	\$12,124.84

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CSAH		\$216,828.76	\$0.00	\$205,037.32	\$11,791.44	\$216,828.76
MnDOT		\$6,668.00	\$0.00	\$6,334.60	\$333.40	\$6,668.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Municipal (CSAH < 5000)	\$11,791.44	\$193,026.83	\$188,436.83	\$216,828.76
2	MNDOT	\$333.40	\$31,283.17	\$30,473.17	\$6,668.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601	AS BUILT	LS	\$1,000.00	1	1	\$1,000.00	1	\$1,000.00
Base Bid	2	2021.501	MOBILIZATION	LS	\$32,087.80	1	0	\$0.00	1	\$32,087.80
Base Bid	3	2102.518	PAVEMENT MARKING REMOVAL	S F	\$10.00	198	0	\$0.00	198	\$1,980.00
Base Bid	4	2104.502	REMOVE SIGN	EACH	\$50.00	8	0	\$0.00	7	\$350.00
Base Bid	5	2104.502	SALVAGE SIGN TYPE C	EACH	\$100.00	1	0	\$0.00	1	\$100.00
Base Bid	6	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$3.00	310	0	\$0.00	389	\$1,167.00
Base Bid	7	2104.503	REMOVE CURB & GUTTER	L F	\$14.00	326	0	\$0.00	326	\$4,564.00
Base Bid	8	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$15.00	298	0	\$0.00	324.14	\$4,862.10
Base Bid	9	2104.518	REMOVE CONCRETE WALK	S F	\$1.00	5981	0	\$0.00	6087.5	\$6,087.50
Base Bid	10	2106.507	EXCAVATION - COMMON	C Y	\$100.00	10	0	\$0.00	10	\$1,000.00
Base Bid	11	2106.507	COMMON EMBANKMENT (CV)	C Y	\$200.00	90	0	\$0.00	90	\$18,000.00
Base Bid	12	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$125.00	10	0	\$0.00	0	\$0.00
Base Bid	13	2211.509	AGGREGATE BASE CLASS 5	TON	\$75.00	123	0	\$0.00	120	\$9,000.00
Base Bid	14	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$37.00	13	0	\$0.00	13	\$481.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	15	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;B)	TON	\$154.00	30	0	\$0.00	32.5	\$5,005.00
Base Bid	16	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2;B)	TON	\$154.00	30	0	\$0.00	32.5	\$5,005.00
Base Bid	17	2506.502	ADJUST FRAME & RING CASTING	EACH	\$900.00	1	0	\$0.00	1	\$900.00
Base Bid	18	2521.518	6" CONCRETE WALK	S F	\$13.00	267	0	\$0.00	255.8	\$3,325.40
Base Bid	19	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	\$36.00	195	0	\$0.00	177	\$6,372.00
Base Bid	20	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$34.00	75	0	\$0.00	95	\$3,230.00
Base Bid	21	2531.618	TRUNCATED DOMES	S F	\$50.00	27	0	\$0.00	28	\$1,400.00
Base Bid	22	2563.601	TRAFFIC CONTROL	LS	\$9,000.00	1	0	\$0.00	1	\$9,000.00
Base Bid	23	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
Base Bid	24	2564.502	INSTALL SIGN TYPE C	EACH	\$425.00	1	0	\$0.00	1	\$425.00
Base Bid	25	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$63,935.00	1	0	\$0.00	1	\$63,935.00
Base Bid	26	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$150.00	18	0	\$0.00	12	\$1,800.00
Base Bid	27	2573.503	SILT FENCE; TYPE MS	L F	\$5.00	169	0	\$0.00	160	\$800.00
Base Bid	28	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$7.00	290	0	\$0.00	70	\$490.00
Base Bid	29	2575.504	SODDING TYPE LAWN	S Y	\$10.00	1150	0	\$0.00	1318	\$13,180.00
Base Bid	30	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	L F	\$3.50	168	0	\$0.00	158	\$553.00
Base Bid	31	2582.518	CROSSWALK PREF THERMO GR IN	S F	\$12.50	216	0	\$0.00	216	\$2,700.00
Base Bid	32	2011.601	CONSTRUCTION SURVEYING	LS	\$7,800.00	1	0	\$0.00	1	\$7,800.00
Base Bid	34	2104.502	REMOVE LIGHTING UNIT	EACH	\$425.00	1	0	\$0.00	1	\$425.00
Base Bid	35	2104.502	REMOVE LIGHT FOUNDATION	EACH	\$1,000.00	1	0	\$0.00	1	\$1,000.00
Base Bid	36	2521.518	4" CONCRETE WALK	S F	\$5.60	932	0	\$0.00	1002.1	\$5,611.76
Base Bid	37	2581.503	REMOVABLE PREFORM PAVEMENT MARKING TAPE	L F	\$1.25	2080	0	\$0.00	1698	\$2,122.50

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	38	2581.603	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	L F	\$1.10	130	0	\$0.00	307	\$337.70
Base Bid Totals:								\$1,000.00		\$218,096.76

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 031-661-011	CSAH	\$1,000.00	\$218,096.76

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-661-011	CO	1	39	2563.601	TRAFFIC CONTROL	LS	\$5,400.00	1	0	\$0.00	1	\$5,400.00
Contract Change Totals:										\$0.00		\$5,400.00

Contract Total	\$223,496.76
-----------------------	---------------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Additional Traffic Control	\$0.00	\$5,400.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2250

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Sale of Road & Bridge Equipment

BOARD ACTION REQUESTED:

Approve of the Disposition of Obsolete Road and Bridge Equipment through Hansen Auction Group.

BACKGROUND:

The attached document lists equipment to be sold at auction. This equipment has been replaced with newer models making this equipment obsolete. The Road and Bridge department has previously sold equipment at Wayne Pike Auction in Princeton, MN. Wayne Pike Auction has recently been purchased by the Hansen Auction Group. Itasca County has received good returns through the sale of equipment at this auction in the past. The auction will end March 21st 2022 and will include all equipment except the Graders and Tandem Plow truck which will be sold at the June auction, date to be determined.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Disposition of Itasca County Equipment - Road and Bridge 2022
2. Hansen Auction Contract

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

Disposition of Itasca County Equipment

Date: 2/1/2022
 Department: Road / Bridge
 Employee: _____

Retired units to Auction

Request Board Action

List one item on each line

Qty	Item Description	Serial Number	Asset #	Estimated Return \$	Replacement Unit #
(1) 1	2007 772D JOHN DEERE GRADER (12443 HRS)	DW772DX611333	1071	35000.00	1230
(2) 1	2007 772D JOHN DEERE GRADER (11759 HRS)	DW772DX611365	1072	35000.00	1239
(3) 1	1988 W30 CASE LOADER (8010 ? HRS)	JAK0019676	820	18000.00	1237
(4) 1	1985 936 CAT LOADER (3269 ? HRS)	33Z1263	755	18000.00	1236
(5) 1	1987 G936 CAT LOADER (6501 ? HRS)	3HD00127	795	18000.00	1238
(6) 1	2011 277C CAT SKID STEER (2807 hrs)	0JWF02479	1118	20000.00	1231
(7) 1	2011 277C CAT SKID STEER (2812 HRS)	0JWF02440	1116	20000.00	1232
(8) 1	2011 277C CAT SKID STEER (LOW FLOW ONLY)(2030 HRS)	0JWF02634	1169	20000.00	1233
(9) 1	1998 LT9500 FORD DUMP TRUCK (12680 HRS)	1FDY296M6WVA31400	938	15000.00	1223
(10) 1	GALION WHEEL ROLLER VR 84 (1187 ? HRS)	450421	651	2500.00	1227
			Total		

The sale of equipment must be approved by the department head (signature required below).

**If applicable*

*** If item was scrapped or donated, please list price at \$-0-.*

Checks must be made payable to: Itasca County. A receipt for the sale must accompany check.

Please send a copy of this form to Jenni Johnson in the auditor department at jenni.johnson@co.itasca.mn.us so the transaction gets recorded in the disposition records.

Charlie Castle _____
 Department Head Date

 Vendor Representative Date



Auction Contract

Sign and Return

Phone: 763-389-5700 Fax: 763-389-2408

Email: info@pikeauction.com

AUCTION CONTRACT Page 2 (Additional TERMS AND CONDITIONS)

OWNER REPRESENTS:

The Equipment is completely and accurately described as set out in Exhibit A. Owner is now the beneficial owner of the Equipment and the Equipment is not subject to any claim by any person or to any registered or unregistered charges, liens or interests of any nature or in any way arising excepting only as fully set out in Exhibit A. The Equipment is not subject to the collection or attraction of any taxes, liens or claims of any authority of competent jurisdiction of any kind and nature, notwithstanding any past, present or future use to which the Equipment may have been, presently is or hereafter may be put. Owner is the true owner of the Equipment with full right and authority to sell such Equipment. Except as specified on this contract, the Equipment is free and clear of all liens, encumbrances, or claims by any other persons.

AUCTIONEER'S DUTIES:

Auctioneer shall arrange for, advertise, and conduct a public auction sale of the Equipment at the site and on the date indicated. Unless otherwise specified herein, Auctioneer shall pay all costs and expenses of advertising, auctioning, clerking and cashing incurred in connection with conducting the auction. Auctioneer hereby constituted as an agent of Owner and not a principal in the sale of the Equipment.

TERMS OF SALE:

Owner, at its own cost and expense, shall deliver the Equipment (Exhibit A) to the referenced sale location along with all documents and titles no later than two weeks prior to auction date. By signing this contract, the owner acknowledges failure to deliver the equipment will result in a monetary loss to the auctioneer. If owner fails to perform their obligations under this contract a breach of contract will result in a loss to the auctioneer and the owner agrees to reimburse the auctioneer the commission based on the fair market value of the equipment. Owner shall make and/or pay for all repairs, improvements, and/or painting of the Equipment done in preparation for sale. Owner hereby agrees that Auctioneer shall be permitted and authorized to deduct from any and all sale proceeds in its possession, amounts necessary to obtain releases of any liens, claims, or other encumbrances on or against the Equipment including any money owed to Auctioneer. In the event that such proceeds are insufficient to obtain the necessary releases or terminations, Owner shall immediately pay the additional amount necessary to obtain such release. Owner agrees to pay commission rates stated on front of auction contract for all items sold and any "buy back". Auctioneer also will be compensated from a buyer's fee up to 15%. Owner agrees that each and every piece of Equipment listed will be offered for sale at the auction site. Owner and Auctioneer agree that Auctioneer shall carry out the auction sale in accordance with Auctioneer's usual practices and procedures. Items may not have internet bidding available. The lotting, grouping, and bid increments of Items sold and the order of which items are to be sold shall be at the absolute and sole discretion of the Auctioneer. Owner agrees to pay Auctioneer, for its services in conducting said auction sale of the Equipment. There will be a percentage (see front of contract) of the last bid made and received by Auctioneer, said commission and fees to be due and paid on the day of auction. Auctioneer will pay Owner the sale proceeds collected from the Auction less the sales commission and any other charges referred to herein upon approval and release of any and all creditors and lienholders within thirty banking days from the date the funds are received from the buyer for each item. In the event of nonpaying bidder/buyer auctioneer shall have the right to resell the item on another auction date (Online or Live) then pay owner within 30 days upon receipt of payment. Owner hereby agrees to sell the Equipment to the highest bidder with no minimum prices and to deliver said Equipment to the purchaser by Bill of Sale free and clear of all encumbrances. Owner hereby nominated, constitutes and appoints Auctioneer its true and lawful representative for owner and in owner's name and on owner's behalf to sign, execute and deliver all such documents required to transfer title to and permit registration of ownership of the Equipment to and by purchaser thereof in the event that such documents have not been delivered by Owner to Auctioneer as required. Owner shall not withdraw the Equipment or any part thereof from the auction sale. Owner authorizes Auctioneer to utilize any part of the Equipment in setting up the auction. The Equipment will be sold to the highest bidder and there will be no guarantee whatsoever by Auctioneer as to the gross proceeds to be realized from the sale of the Equipment. The Owner or its employees are authorized to purchase items in this sale (in accordance with bidder contract). The Auctioneer/Auction Company may bid on behalf of itself or others. Owner authorizes Auctioneer to use Owner's name, trademark or logo in advertising the auction. Miscellaneous items that do not receive a bid may be charged a disposal fee.

INDEMNIFICATION OF AUCTIONEER:

Owner hereby agrees to indemnify and defend Auctioneer against all suits, actions, costs (including attorney fees and expenses), or charges whatsoever arising from or relating but not limited to (a) any false or incorrect representations or warranties contained herein or for any breach of the Owner's obligations thereunder including but not limited to any inaccuracies in the description of Equipment or items or (b) the condition of Equipment. All risk of loss or damage to the Equipment shall remain with the Owner until such time as the payment is received for the Equipment and such sums are disbursed to Owner. Owner should maintain insurance against such loss and or damage. Auctioneer shall not be responsible for any damages to or loss of the Equipment. Any disputes will be settled by arbitration in Marathon County, Wisconsin.

The foregoing Agreement represents the entire agreement between Auctioneer and Owner and is intended to replace and supersede all negotiations, appraisals, agreements written, oral, or electronic, entered into or made by or between Auctioneer and Owner and is binding upon their heirs, executors and assigns. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Owner is bound by these terms.



Auction Contract

Sign and Return

Phone: 763-389-5700 Fax: 763-389-2408

Email: info@pikeauction.com

Auction Date: _____

The undersigned (the "Owner") hereby instructs Hansen Auction Group, LLC. (the "Auctioneer") to sell, as agent of the Owner, the Equipment set out in Exhibit A below together with additional items (the "Equipment") delivered to the auction site by the Owner. In consideration of Hansen Auction Group, LLC agreement, by its acceptance hereof, the undersigned Owner and Guarantor each and together engage Auctioneer on the terms and conditions hereof, at Auctioneers discretion and expense, to advertise, conduct, auctioneer and clerk an auction sale of the Property and Equipment setout hereafter and on the reverse hereof agree to those terms and conditions. Complete an accurate description of the Equipment and any encumbrances and liens thereon or contrary interests therein are as follows:

EXHIBIT A

Attached Additional Items Worksheet (ExhibitA)

DESCRIPTION - Year, Manufacturer, Model, Serial Number, Detailed Description

Lot #	Inventory #	

OWNER INFORMATION: (Print)

Hansen Auction Group, LLC, Downing, WI
Registered Wisconsin Auction Co. #225

Accepted by/Date

Check Payable To _____

Company _____

Name _____

Address _____

City/State/Zip _____

Tel _____ Fax _____ Email _____

LIEN HOLDER: (List If Applies)

Name/Contact/Phone

OWNER (Seller) COMMISSION RATES

Your seller commission rate charge is 0% for each item price \$25,000 and over, 2.9% commission rate is charged to each item price \$2501-24,999, and 10% is charged to each item price \$0-2500. AND all items will be charged an additional \$25/ item (lot).

I solemnly declare that I am the Owner or Owner's Agent of the Equipment/Property hereof and as such have knowledge of the matters set out in this Auction Contract and that the representations and warranties made herein are accurate. I have read and agree to front and back (page 1 and page 2) of this contract and will deliver Equipment to auction site. Auctioneer will also be compensated from buyer's fee charged to on site and internet buyers. I understand that any monies owed to Auctioneer for purchases or any other reason may be withheld from proceeds including commission charge for any "buy back". Buy Back Fee is 10% of the Bid, maxed out at \$250. Owner bound by these terms.

★ Sign

Owner or Registered Agent's Signature

Printed Name

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2257

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Adopt the 2022 Five Year Plan for Highway Improvement Projects

BOARD ACTION REQUESTED:

Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.

BACKGROUND:

An opportunity for public input concerning the Itasca County Five Year Plan for Highway Improvement Projects was provided after the February 1, 2022 county board meeting. The opportunity for written comment was extended to February 28, 2022. One comment was received and is attached at the end of the Five-year Plan, along with the response from the Transportation Department.

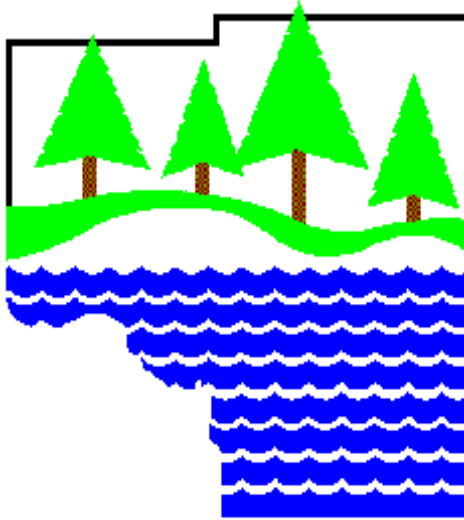
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022 5 YEAR PLAN FINAL

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------



Itasca County

2022

5-Year Plan For Highway Improvement Projects

Itasca County Engineer
Karin Grandia
327-2853

March 8, 2022

Introduction

Itasca County annually reviews and updates the Five-Year Plan for Highway Improvement Projects. The annual review process allows the County Board and staff the opportunity to reassess the Highway Improvement Plan and to make adjustments due to changes in financial restrictions, highway conditions, public input, and goals and priorities.

The 2022 Five Year Plan is a flexible five-year action plan for bridge and highway projects. Only construction projects listed during the current year are funded.

- Notice - **Itasca County 5 Year Plan for Road and Bridge Construction Projects**

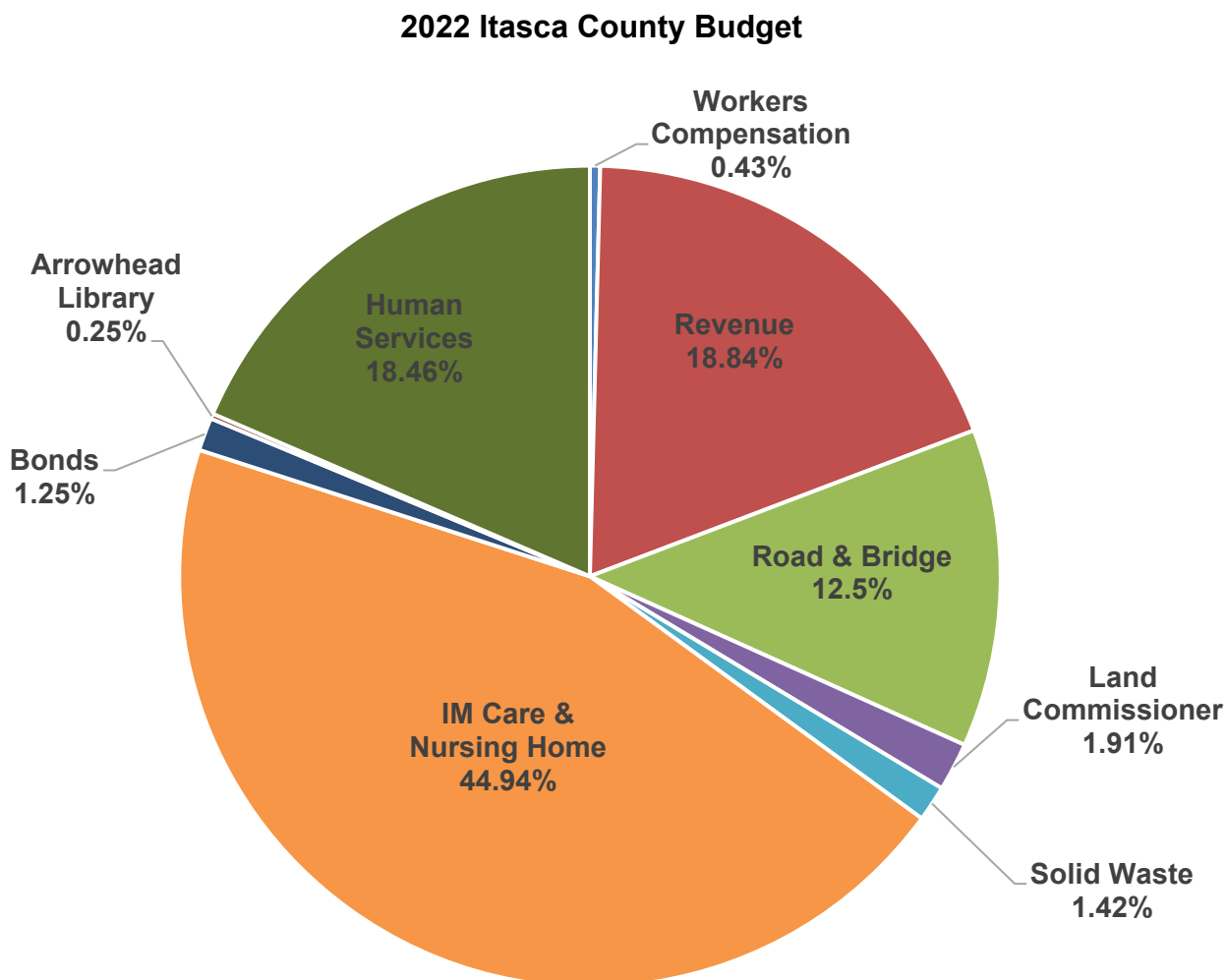
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on February 1, 2022 in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until February 28, 2022. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online on the Itasca County website under the Transportation Department tab.

Itasca County Transportation Department Overview

The County Transportation Department is responsible for maintaining approximately 1335 miles of roadway and 140 bridges. The department also can be directly or indirectly involved with the maintenance of roadways under the jurisdiction of the 16 cities, 39 organized townships, and the 40 unorganized townships in the county.

The County Engineer, through the staff, is responsible for the administration of both the highway maintenance division and the highway construction division. The maintenance division consists of approximately 74 employees divided between 5 maintenance districts and central purchasing and repair. These employees are responsible for graveling, grading, drainage, signing, snow removal, ice control, equipment repair and minor road improvements. The construction division consists of approximately 15 employees and is responsible for the design and construction administration of all contracted road and bridge improvement projects.

As is shown below, the Transportation Department accounts for approximately 12.5% of the proposed \$157,716,844 - 2022 Itasca County Budget. In addition to the \$19,704,348 administered by the Transportation Department as part of the Itasca County Budget, the construction division administers on average an additional \$1,000,000 per year in federal construction dollars spent in Itasca County.



Road Jurisdiction

In Itasca County, there are generally three levels of road jurisdiction:

- State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.
- County - Consisting of;
- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
 - County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
 - County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
 - Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have county road numbers.
- Local - Consisting of:
- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
 - Local Municipal Streets - These are generally local streets serving municipal subdivisions.
 - Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
 - Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
 - County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Funding Sources

Funding Sources for Itasca County consist of a combination of Federal, State and Local Funds.

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of these funds which make it to Minnesota are spent on state administered trunk highway projects.
- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects or railroad crossing projects. In addition, due to the fact that the Chippewa National Forest is located within the county, the county periodically receives a portion of The Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county and the projects are administered by the county.
- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

- The county receives a yearly allotment from the state to be spent on county state aid and municipal aid routes. The source of this allotment is primarily the state gas tax. These funds can only be spent on qualifying state aid routes and have historically been used for construction and maintenance. This allotment is approximately 50% of the funding for the transportation department.

Bridge Bonding

- Bridge Bonding funds are allocated by the Minnesota legislature every other year. The county can and does receive bridge bonding funds. These funds can be used on any eligible bridge in Itasca County on either a CSAH, a county road or a township bridge. State Bridge Bonding funds are allocated to the county as grants (no repayment by the county).

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.
- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately \$430,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

- The unorganized township fund receives monies from the road and bridge levy in each unorganized township. These funds are generally spent on local road and maintenance projects in unorganized township areas.

Typical Funding Amounts

Construction Funding

It is difficult to provide a 'Typical' funding year due to the variability of different funding sources. The following data is based on historical data and does not indicate future funding amounts.

Federal Funds

- On average, Itasca County receives over \$1,000,000 per year in federal funds for road and bridge projects.

State Aid Funds

- Each year Itasca County receives approximately \$11,100,000 of State Aid Funds. Of that amount, \$9,800,000 is regular state aid and \$1,300,000 is municipal state aid.
- The funding is split 60/40 so that approximately \$5,800,000 is allocated for State Aid construction and \$3,900,000 for maintenance.
- Approximately \$780,000 is allocated for Municipal County State Aid construction and \$520,000 is allocated for Municipal Maintenance.

Bridge Bonding

- Over the past 5 years approximately \$600,000 per year has been available for bridge and railroad crossing construction projects. These funds vary from year to year.

County Funds

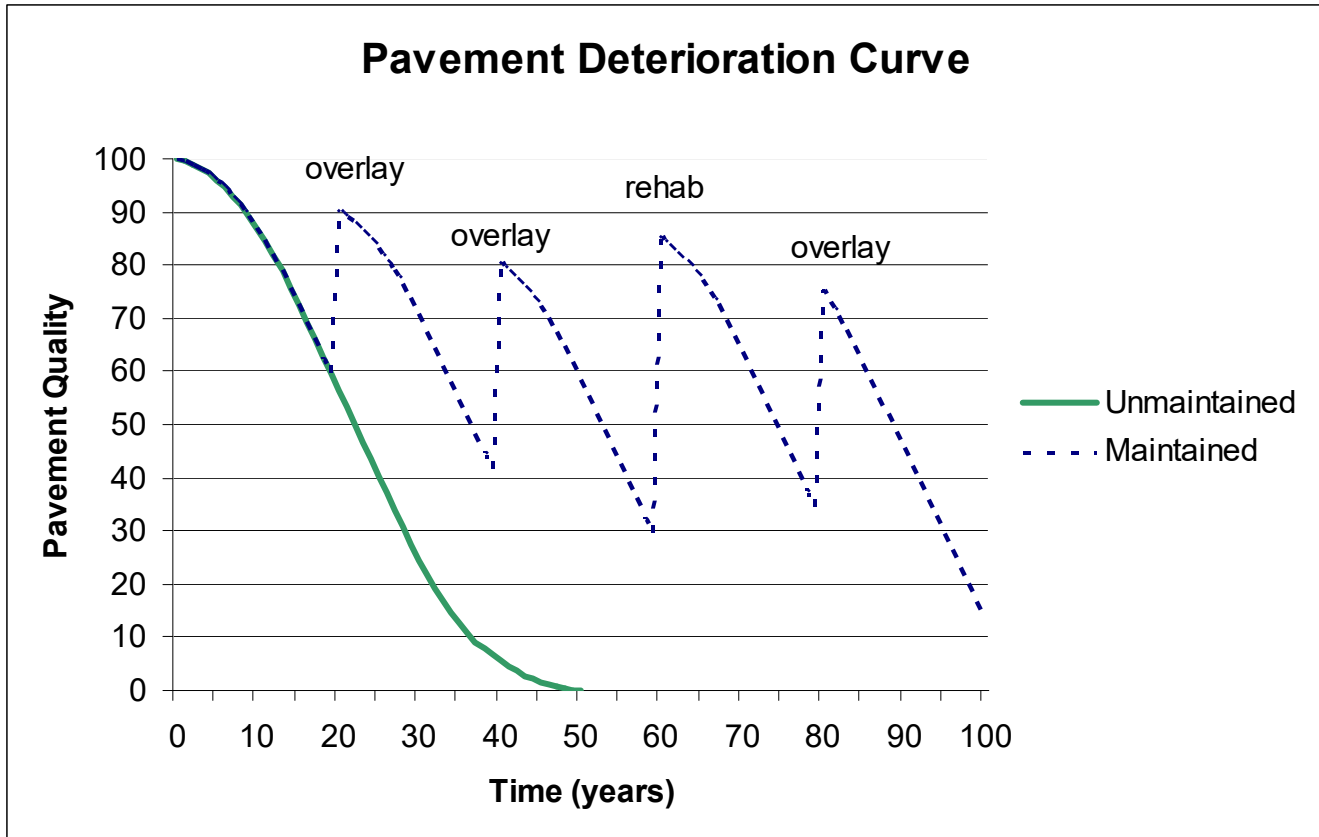
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at \$680,000 over the past 5 years and are supplemented with the monies collected from the wheelage tax, providing a total of \$1,100,000 for preservation. These funds are typically used on existing paved roads for contracted projects such as bituminous overlays, regrading and surfacing.
- The County averages \$300,000 per year for gravel production which is used to surface existing County gravel roads.

Other Funding

- Itasca County has received funding for projects from other sources including State Bridge Bonding, Unorganized Township Funding, Town Bridge and Town Road accounts. State Bridge Bonding is a major source of funding for bridge construction projects and is allocated by the State Legislature.

Protecting our Pavement Investment

Pavements tend to deteriorate over time due to traffic loads and environmental effects. A graph of the life cycle of a typical bituminous road is shown below where the pavement rating is a relative evaluation of the condition of the road.



The solid line indicates how a pavement would perform with no maintenance. The road is graded and paved at year 0 and is at its best condition (Pavement Quality Index, PQI = 100). The pavement will deteriorate over time and after about 30 to 35 years the pavement would deteriorate to the point where vehicle travel would be dangerous at best (PQI = 20).

The dashed line indicates the maintenance strategy of most transportation departments. Periodic overlays and rehabilitation projects are performed to increase the PQI on an interval which attempts to maximize the pavement's ride quality. Every 50 years a rehabilitation project is performed, which replaces culverts and addresses minor grade or subgrade issues. Approximately every 100 years, the road will require a major regrade project.

How much does a paved road Cost?

This County will review construction standards and consider:

- Reconstruct the grade of the road every 100 years
- Rehabilitate the road every 50 years
- Perform surface treatment every 20 years

The following costs are used for budgeting road improvement projects:

1. \$ 1,000,000 per mile to reconstruct a road and surface with bituminous pavement.
2. \$ 250,000 per mile to rehabilitate an existing bituminous road.
3. \$ 100,000 per mile for surface treatment of an existing bituminous road.

The Cost cycle of 1 mile of road:

Year 1	Construct	@	\$ 1,000,000
Year 20	Surface Treatment	@	\$ 100,000
Year 40	Surface Treatment	@	\$ 100,000
Year 60	Rehabilitation	@	\$ 250,000
Year 80	Surface Treatment	@	\$ 100,000
Total			\$ 1,550,000

This equates to approximately **\$15,500 per mile per year** to maintain a bituminous road.

There are:

1. 557 total miles of paved roads (County Jurisdiction)
2. 450 of paved CSAH mileage
3. 107 of paved County funded road mileage (3-digit roads)

Therefore; to maintain our existing bituminous county roads we require the following yearly budget:

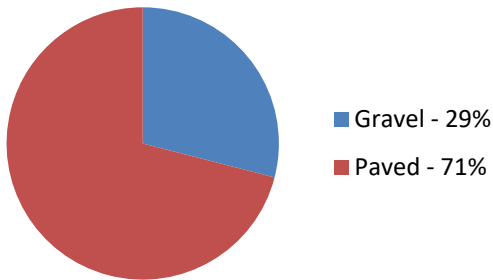
450 CSAH miles - \$6.98 million (current allocation at \$5.95 million)

107 County miles - \$1.66 million (current allocation at \$1.1 million)

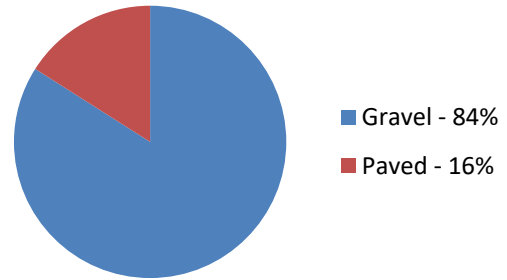
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

Gravel vs. Paved

CSAH SYSTEM (648 MILES - TOTAL)



COUNTY SYSTEM (687 MILES - TOTAL)



Of the approximately 1335 miles of roads under Itasca County jurisdiction, approximately 50% are designated CSAH and 50% are designated straight County. In addition, approximately 42% of Itasca County road miles are paved.

The average annual cost to maintain a bituminous road is approximately \$15,500 per mile based on construction and surface resurfacing costs over the expected life of the road.

The annual cost to maintain a gravel road surface can vary greatly and is usually directly related to the traffic volume on the road. The following table indicates an estimate of the road surface maintenance costs required for gravel roads with three traffic volume levels.

Road ADT	100	200	300
Surface Maintenance Costs (Grader time)			
Grader minutes per mile	60 minutes @ \$120.00/hr per mile	60 minutes @ \$120.00/hr per mile	60 minutes @ \$120.00/hr per mile
Number of grading passes per week	0.5	2	3
Grading weeks per year	26	26	26
Grading Cost per mile per year	\$ 1,560.00	\$ 6,240.00	\$ 9,360.00
Material Costs (Gravel)			
Re-gravel interval	10 years	5 years	3 years
Cost per mile per year	\$ 1,250.00	\$ 2,500.00	\$ 4,166.00
Total yearly cost per mile	\$ 2,810.00	\$ 8,740.00	\$ 13,526.00

As can be seen, the maintenance costs rise with the increase in daily traffic volume. The surface costs for a gravel road begin to justify paving at an ADT level of around 300 vehicles per day, from a maintenance perspective.

The following table lists the number of miles of gravel and bituminous surfaced roads under county jurisdiction. As can be seen, the majority of roads over 300 ADT have bituminous surface

NOTES:

- ADT means the Average Annual Daily Traffic count which is an estimate of the number of vehicles per day, calculated on an annual average.
- The State Aid Funding rules discourage the use of State Aid funds for paving roads under an ADT of 150 vehicles per day.

SURFACE TYPE - CATEGORIZED BY TRAFFIC COUNT						
	Surface type	0-100 ADT	100 -200 ADT	200 - 300 ADT	OVER 300 ADT	Total
CSAH SYSTEM	Paved (miles)	10	65	52	334	461
	Gravel (miles)	97	68	10	12	187
COUNTY ROAD SYSTEM	Paved (miles)	22	27	40	26	115
	Gravel (miles)	507	63	2	0	572
	Total	636	223	92	384	1,335

System Preservation Priorities

The County Transportation Department uses a variety of indicators to prioritize construction and rehabilitation projects. Some of these are:

- Safety
- Preservation of existing pavement
- Availability of funding
- Traffic count
- Cost participation by others
- Project grouping
- Maintenance costs
- Pavement Quality Index
- Economic Development
- Public request

These factors are evaluated on potential projects to arrive with the County 5-year Plan which is reviewed and updated on a yearly basis.

System Evaluation

The Transportation Department performs a pavement roadway evaluation and rating which gives a relative ride and pavement condition rating to all paved State Aid and county roads. This process provides a basis for potential future construction projects based on the condition of the existing road independent of other factors. The department then evaluates the individual projects as to a recommended type of construction project required to bring the roadway to an acceptable ride

Condition Rating Scale Description

- 100 - New Road
- 80 - Good Condition (10 years after new construction)
- 60 - Overlay needed (20 years after new construction)
- 40 - Rehabilitation recommended
- 20 - Reconstruction recommended

2022 - 5 Year Plan for Construction Projects

The following worksheets and maps detail the proposed 2022 - 5-year plan. It should be noted that this plan is subject to change based on available funding, project conflicts and engineering workload. Project cost and allotment estimates are preliminary and are used for planning purposes only. The detail sheets contain the following sections:

- 2022 through 2026 Highway Construction Project lists
- 2022 through 2026 Highway Construction Project Maps

Public Involvement

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on February 1, 2022 in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until February 28, 2022. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online at the Itasca County website under the Transportation Department tab.

Questions or comments can be addressed to:

Karin Grandia
Itasca County Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-2853

Itasca County

2022 - 2026

Proposed Project Schedule for Highway Improvement Projects

January 27 2022

Dear county board members. My name is David Nagel and on behalf of my neighbors and myself, I am writing to you about the road conditions in our area that we feel are unsafe. The section of road I'm referring to is Wilderness Trail exactly 2 miles from Forestry road on the south east side of Burrows lake where the road comes to a Y. From this point northward 1.8 miles is the area of our concern. The 2 miles leading up to this point are in great condition but the 1.8 mile section of Wilderness Trail is very hard to navigate without running the risk of having a head-on collision with another vehicle including logging trucks that frequently haul on this road. This is a Forestry Service road. We've owned property in this area since 1987 and it seems the road is getting more and more unsafe. There are areas on this section of road that have blind corners and the approach to the corners are one lane only because of deep puddles or mud thus creating an unsafe condition when encountering oncoming traffic. Emergency vehicles would also have a difficult time responding to a call. All wheel or four wheel drive is sometimes necessary especially during spring thaw. I don't think an ambulance has four wheel drive.

I realize gravel road conditions can be bad in the spring of the year but even in summer there are still spots that are unsafe because there isn't enough surface gravel to grade it effectively. According to the United States Department of Agriculture Forest Service guidelines for road maintenance levels, Wilderness Trail would be considered a maintenance level 3. Level 3 guidelines state "National forest system roads should be operated and maintained in a manner that provides for user safety." Also, "Provide drainage via a combination of dips and culverts." When you travel this section of Wilderness Trail it's obvious the Forest Service is not maintaining this to the standards of a level 3 road.

This issue of road safety has gone on too long and needs to be addressed before there is a serious accident, medical emergency or fire at a residence. We're not requesting a paved road with curb, gutter and street lights, but to have an adequate amount of gravel applied to this section of road to insure safe travel during all seasons.

We believe this is not too much to ask of the county that we pay property taxes to. Other residents/land owners have previously called or written letters concerning this matter without any satisfaction at all. What can you do to help us correct this problem. Could you contact the Forest Service and be an advocate on our behalf? I would welcome you to come and take a drive with me to get a better look at what we have to deal with daily. Please call with any questions you may have. Thank you in advance for your support in this matter.

Regards,

David Nagel & residents/land owners of Briezen Trail

The following is a list of residents and land owners I have contacted and agree with the content of this letter. Please feel free to call any or all of them.

David & Corrine Nagel
29689 Briezen Trail
Bovey MN 55709
1 218 910 9739
dc.nagel@yahoo.com

Gene & Anne Juergens
29621 Briezen Trail
1 218 910 9698

Robert & Lori Fendler
29748 Briezen Trail
1 952 440 4639

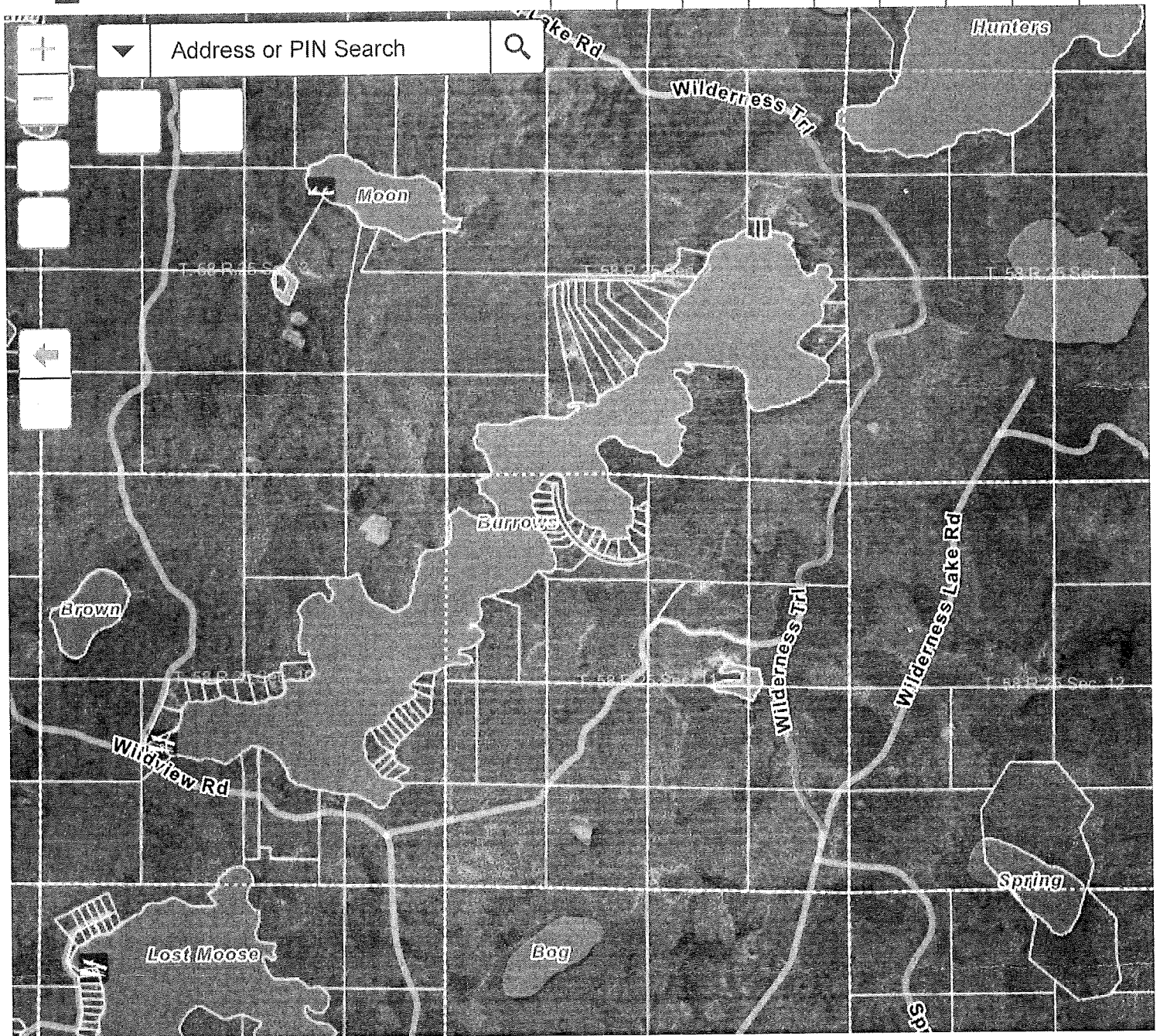
John & Susan Merril
29653 Briezen Trail
1 218 910 9107

Stan & Luanne Lemberg
29737 Briezen Trail
1 763 421 7836

Andrew & Rasika Carlson
29571 Briezen Trail
1 740 591 0566

Maureen Monroe
29669 Briezen Trail
1 952 546 3199

Praba & Behroze Gopinath
29333 Briezen Trail
1 612 816 7853

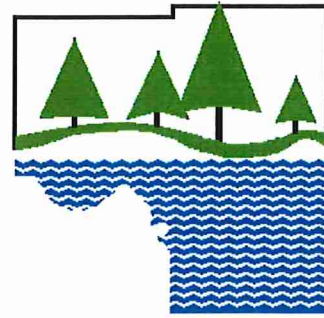


0.4mi

93°30.150000' 47°32.416667'

ITASCA COUNTY

Transportation Department
123 NE 4th Street, Courthouse
Grand Rapids, MN 55744-2600
Office (218) 327-2853 Fax (218) 327-0688



February 24, 2022

David Nagel & Residents of Briezen Trail
29689 Briezen Trail
Bovey, MN 55709

RE: Itasca County Five-Year Plan

Dear Residents of Briezen Trail:

Thanks for reaching out regarding your concerns on Wilderness Trail. Let me provide you with some background so you understand the road system in Itasca County.

There are over 3,200 miles of roads in Itasca County. Itasca County only has jurisdiction of about 1,350 miles or about 42.6% of the roads in the County. The remainder of the system is broken between MnDOT (11.8%), Townships/Cities (16.8%), US Forest Service (8.7%), Department of Natural Resources (3.5%) and private roads (16.6%). As a result, there are many people who live on roads with private maintenance (or no maintenance by a government agency). As you know, Wilderness Trail is under the jurisdiction of the USFS. The USFS is not a road authority, and the general purpose of their roads is to provide access to recreational lands/waters/forests. I am not aware of what level the USFS assigns to Wilderness Trail so I am unable to provide insight into the acceptable level of maintenance, but you can certainly reach out to the USFS to discuss further your concerns that they are not meeting the level of maintenance you believe is required by this guide.

It is important that people understand that not all roads have public maintenance on them. When choosing to purchase property or a home, that is one of the factors that should be considered. In this case, the plat of Hideaway Park does note that the owners of the lots are responsible for maintenance of the road leading to the plat from the U.S. Forest Service Road, so property owners were put on notice that the road was under the jurisdiction of the USFS, and any concerns related to maintenance should have been addressed prior to the purchase of a lot.

I am happy to reach out to the USFS to determine if there are any funds available to address some of the concerns you have shared. Feel free to contact me if you have additional questions.

Sincerely,

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

Karin Grandia, P.E.
Itasca County Engineer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2239

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Out of State Travel

BOARD ACTION REQUESTED:

Approve out of state travel for two legal secretaries to attend the Karpel Solutions National User Group Meeting in St. Louis, Missouri, from April 19th to April 21st, 2022.

BACKGROUND:

ProsecutorByKarpel is the new information system implemented last April in the Itasca County Attorney's Office. The conference is a two-and-one-half-day conference offering sessions designed to expand user knowledge, and provide networking opportunity with other users across the nation to share best practices and ideas. This information system is a robust, web-based system which offers various options for efficient use of technology in managing files and information for attorney use. Very basic training was received at the time of the system go-live. Staff is ready to explore more advanced use of the options available to improve the quality of service the department can provide.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022-02-10 Travel Verification Form - Signed

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------

ITASCA COUNTY
TRAVEL VERIFICATION FORM

Note: Pursuant to Itasca County Reimbursement Of Expense policy permission must be secured from the County Board before an employee travels outside of the State of Minnesota on County business; the Travel Verification Form Worksheet (complete this form first) must be attached.

NAME: Cara Scott and Melissa Skoglund DATE: 2/10/2022

DESTINATION:
St. Louis, MO

DEPARTURE	RETURN	ACTUAL MEETING
DATE: <u>4/18/2022</u>	DATE: <u>4/21/2022</u>	DATE: <u>4/19/2022</u>

MODE OF TRAVEL: Air

REASON FOR TRAVEL:

Karpel Solutions National User Group Meeting in St. Louis, Missouri
from April 19th to April 21st, 2022.

ESTIMATED COST: (These figures are transferred from the attached Verification Form Worksheet)

Transportation	\$	<u>1243.48</u>	(Airfare ~\$580ea + \$84 cancel protection)
		<u>432.00</u>	
Lodging	\$	<u>432.00</u>	
Meals	\$	<u>268.00</u>	(combined for both)
		<u>334.72</u>	
Registration	\$	<u>334.72</u>	Estimated Total \$ <u>3,044.92</u>

ON WHAT DATE WILL YOUR REPORT BE READY FOR THE COUNTY BOARD? 5/3/2022
Work Session

Melissa Skoglund
Employee Signature

Cara Scott
Employee Signature

[Signature] 2/10/2022
Approved by Supervisor/Date

I:\USERS\CHR\wpdata\Itcopol new\reimbur.doc



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1966

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2258

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Carolyn Randall, Brett Skyles

AGENDA ITEM:

Schedule Public Hearing

BOARD ACTION REQUESTED:

Schedule a Public Hearing Re: Notice of Intent to Redistrict County Commissioner Districts to be held at the Tuesday, April 5, 2022 County Board Work Session, which begins at 2:30 p.m.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2245

DEPARTMENT: Environmental Services

PRESENTER: Daniel Swenson

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Chronic Wasting Disease (CWD) Options

BOARD ACTION REQUESTED:

Discuss options regarding Chronic Wasting Disease (CWD).

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to review the current legislative bills at the March 8, 2022 Regular Session.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2259

DEPARTMENT: Environmental Services

TIME REQUESTED: 15 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Resolution to Support a Mississippi River - Grand Rapids One Watershed, One Plan

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Support for a Mississippi River - Grand Rapids Watershed One Watershed, One Plan.

BACKGROUND:

Itasca SWCD staff have begun coordinating preliminary discussions with SWCD and County staff from Aitkin, Carlton, Cass, and St Louis, in consideration of an application to BWSR in 2022, to receive funding to develop the Upper Mississippi River – Grand Rapids one watershed one plan, comprehensive water management planning document. SWCD and County boards in the five Counties are now being asked for resolutions of support to move forward with an application.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Hydrologic Unit Code 07010103
2. 1W1P_Status_Map

03/01/2022

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 03/08/2022 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

RESOLUTION

**RE: SUPPORT FOR A MISSISSIPPI RIVER - GRAND RAPIDS WATERSHED ONE WATERSHED,
ONE PLAN**

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

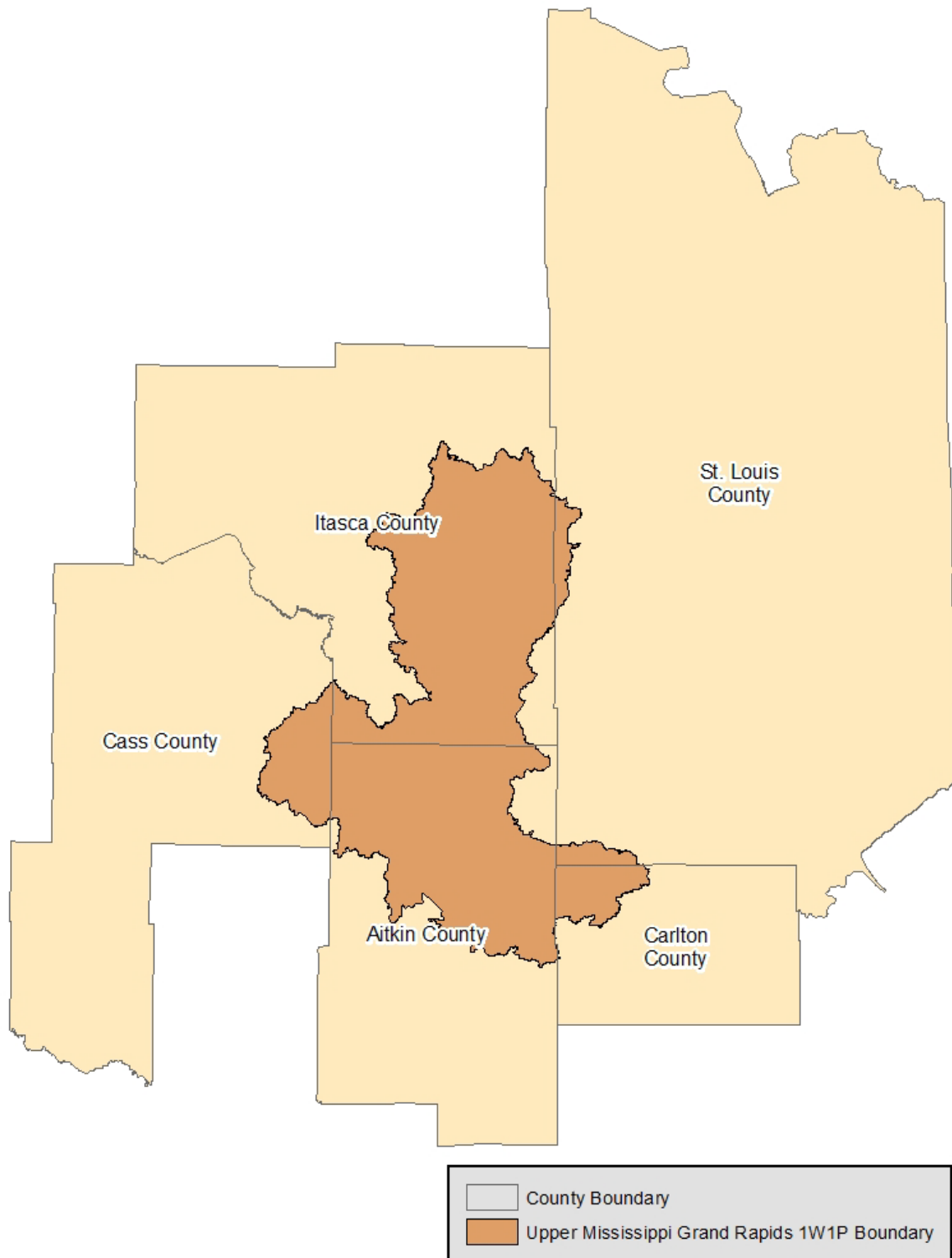
WHEREAS, the counties and soil and water conservation districts within the Mississippi River – Grand Rapids Watershed (Hydrologic Unit Code 07010103), as delineated in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

NOW THEREFORE BE IT RESOLVED, that Itasca County recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

BE IT FURTHER RESOLVED that Itasca County welcomes the opportunity to collaborate with the counties and soil and water conservation districts within the Mississippi River – Grand Rapids Watershed for watershed-scale planning efforts in the future; and

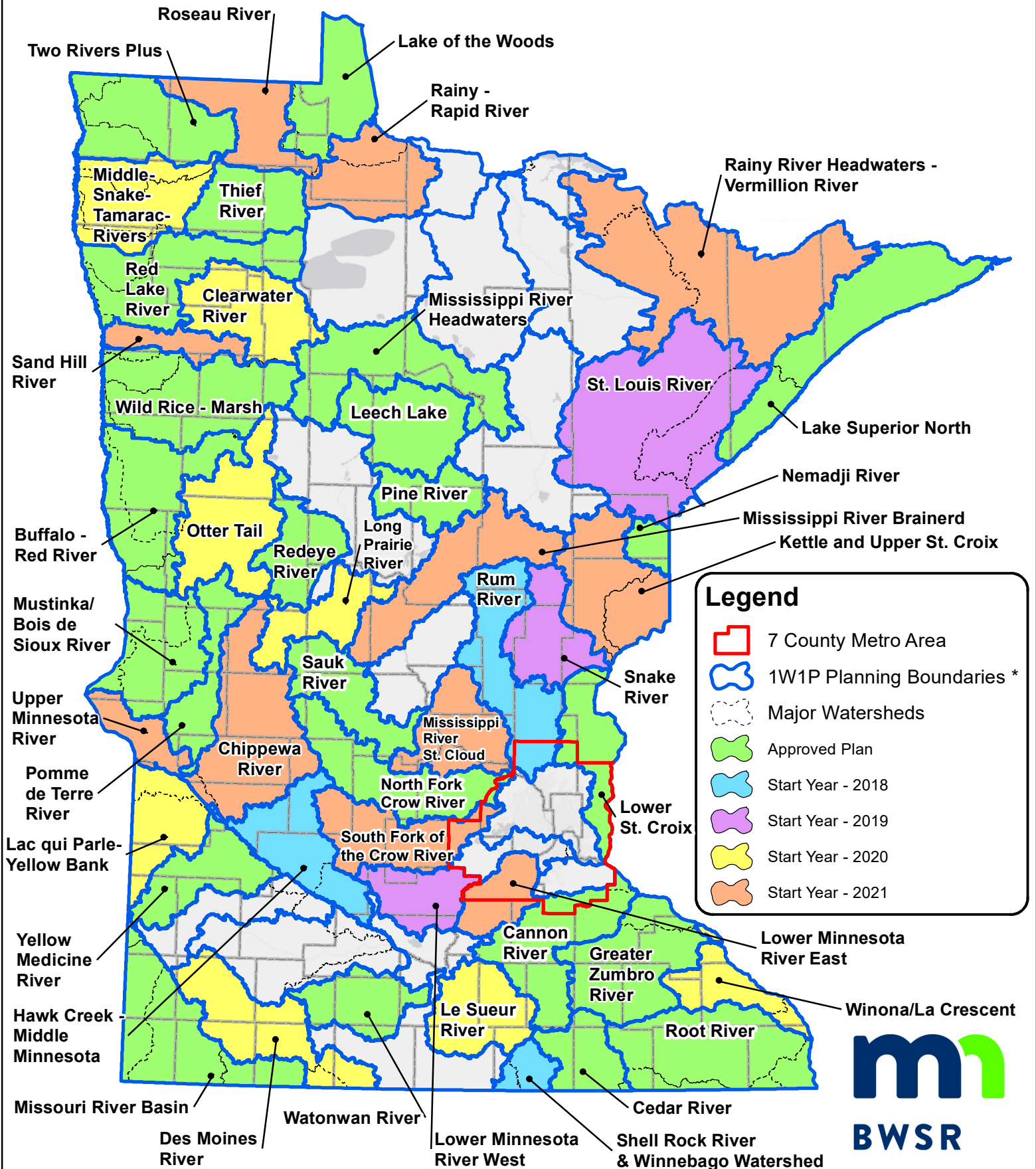
BE IT FURTHER RESOLVED that Itasca County supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties and soil and water conservation districts, within the Mississippi River – Grand Rapids Watershed, to collaborate on this effort, pending selection as a recipient of a planning grant.

Mississippi River Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)



One Watershed, One Plan

Participating Watersheds



*Not legal boundaries; intended for planning purposes through One Watershed, One Plan only.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2260

DEPARTMENT: Administrative Services

PRESENTER: Terry Snyder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

PILT Discussion

BOARD ACTION REQUESTED:

Hold discussion regarding PILT.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

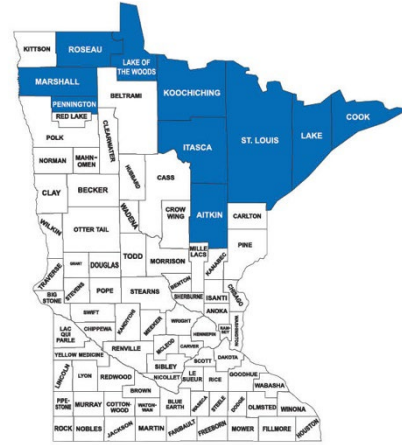
SUPPORTING DOCUMENTATION:

1. PILT introduction
2. Executive Summary

RESULT:

INFORMATIONAL - NO ACTION TAKEN

NORTHERN COUNTIES LAND USE COORDINATING BOARD



INTRODUCTION

This report presents the findings of a study authorized by the Northern Counties Land Use Coordinating Board (NCLUCB). NCLUCB was created in 1983 as a joint-powers board to provide a local government perspective on the regulation, implementation, and coordination of environmental and natural resource policies with state and federal partners. It consists of the counties of Aitkin, Cook, Itasca, Koochiching, Lake, Lake of the Woods, Marshall, Pennington, Roseau and St. Louis. NCLUCB member counties encompass: **20%** of the state's land area; **45%** of the state's surface waters; **46%** of the state's wetlands; **65%** of the state's forest lands; **70%** of the state's public lands and; **5% of the state's aggregate net tax capacity**. We are a region rich in natural resources subject to the realities of a rural economy. Payment in Lieu of Taxes (PILT) is critical to the fiscal stability of our NCLUCB counties. This study examines the several contradictions between the legislative intent expressed in state statute and the distribution of PILT funds state-wide.

NCLUCB contracted with Keith Carlson to conduct this study. Mr. Carlson is a former fiscal analyst for the Minnesota Senate Tax Committee where he worked for twenty-one years on income, sales, taconite production and property tax issues as well as state aids and other property tax relief issues including PILT related legislation. He also served on the 2011-12 PILT Report Commissioners' Advisory Committee as a Subject Matter Expert.

NCLUCB county commissioners are concerned by the growing geographic disparity between public land ownership and PILT payments. For example, **just six counties** – Aitkin, Beltrami, Itasca, Koochiching, Lake of the Woods and St. Louis - **contain 62% of all the PILT acres** in Minnesota but yet **receive only 39% of the total PILT payments**. This disparity widens every six years as new land values are assessed and used for the relevant PILT calculations.

This report provides an analysis of whether a county's PILT equals, exceeds or underpays relative to what the county property taxes would be on the tax-exempt PILT land. The analysis estimated that there is a shortfall of PILT payments for a significant number of counties.

The 2012 legislature recognized many of these issues by establishing three principles of legislative intent to guide future PILT distributions codified in Minn. Stat. § 477A.10. Particularly relevant to this report is section 2 of the statute: **“to address the disproportionate impact of state land ownership on local units of government with a large proportion of state land.”** This report illustrates the discrepancy between policy aspirations and reality.

Thank you for your time and consideration.

Respectfully,
Northern County Land Use Coordinating Board Commissioners

Aitkin County:

Ann Marcotte, Chair
Brian Napstad

Cook County:

Robert Svalesson

Itasca County:

Terry Snyder
Ben DeNucci

Koochiching County:

Wayne Skoe
Wade Pavleck

Lake County:

Rich Sve

Lake of the Wood County:

Ed Arnesen

Marshal County:

Gary Kiesow

Pennington County:

Neil Peterson, Vice-Chair
Darryl Tveitbakk

Roseau County:

Daryl Wicklund

St. Louis County:

Mike Jugovich, Treasurer
Paul McDonald

EXECUTIVE SUMMARY

This report presents the results of a study authorized by the Northern Counties Land Use Coordinating Board (NCLUCB) in the spring of 2021. The NCLUCB was created in 1983 as a joint powers board consisting of the counties of Aitkin, Cook, Itasca, Koochiching, Lake, Lake of the Woods, Marshall, Pennington, Roseau and St. Louis. NCLUCB was created to provide a local government perspective on the regulation, implementation, and coordination of environmental and natural resource policies with our state and federal partners.

The purpose of the study is to analyze whether Payment in Lieu of Taxes (PILT) is meeting its statutory purpose: Minn. Stat. § 477A.10

- (1) to compensate local units of government for the loss of tax base from state ownership of land and the need to provide services for state land; •**
- (2) to address the disproportionate impact of state land ownership on local units of government with a large proportion of state land; and •**
- (3) to address the need to manage state lands held in trust for the local taxing districts.**

PILT was enacted in 1979. Its initial purpose was to compensate local governments for the direct and indirect costs related to state-owned natural resource land. All eighty-seven (87) counties receive PILT with some of those monies shared with townships and school districts.

The major categories of PILT lands are:

Acquired Natural Resources Land (NRL)—Land administered by DNR that was generally acquired by purchase, condemnation, or gift. Includes wildlife management land reported separately after 2012.

DNR-Administered Other Natural Resources Land – Land, other than acquired natural resource land, owned by the state and administered by the DNR such as school trust land.

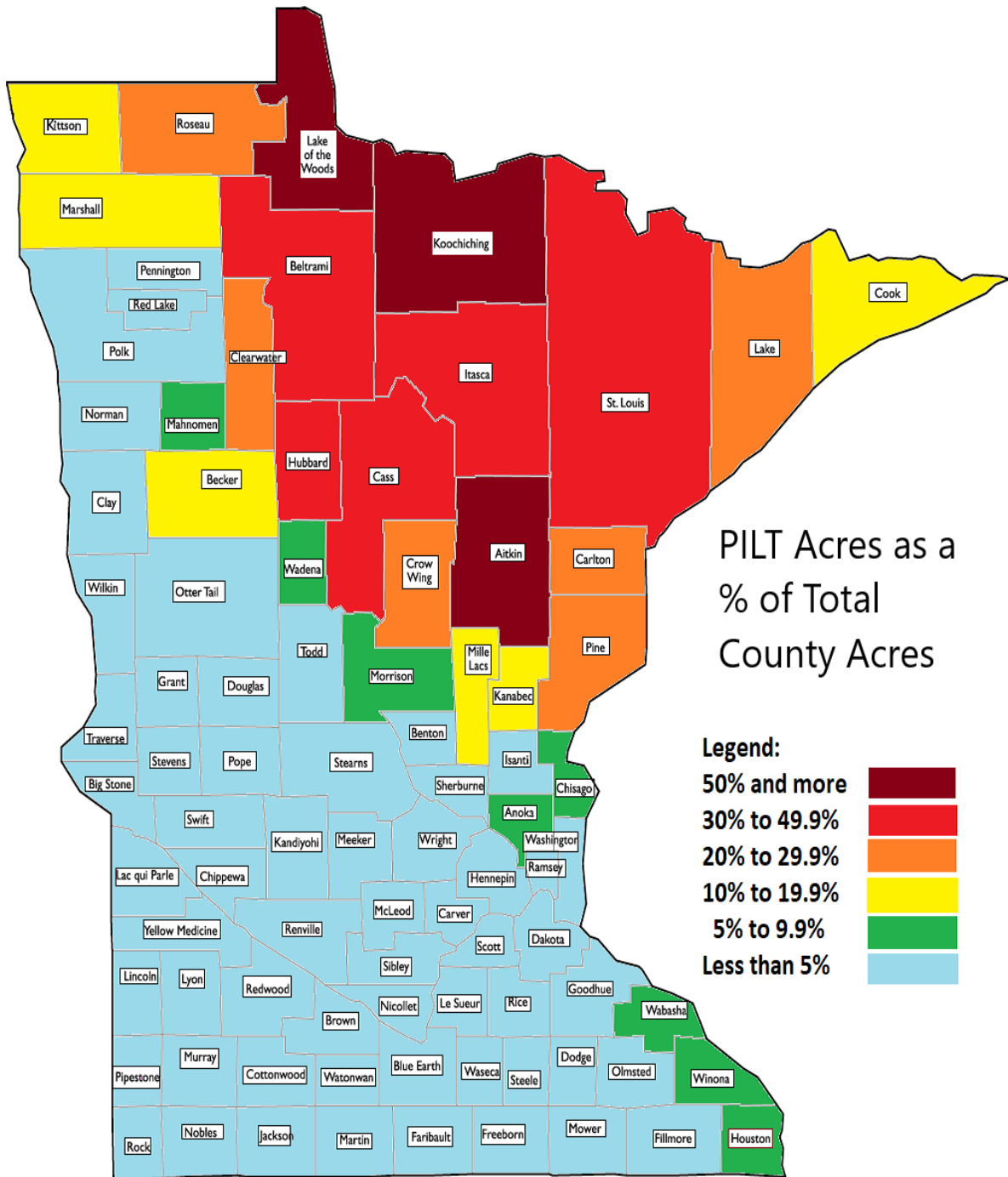
County-Administered Other Natural Resources Land – Generally tax-forfeited land, other than platted lots within a city.

PILT payments have increased 560%, or \$30.8 million over its 41-year history. However, PILT's distribution among the counties has been very unequal – not aligned with the geographic location of PILT land, which is concentrated in northern Minnesota.

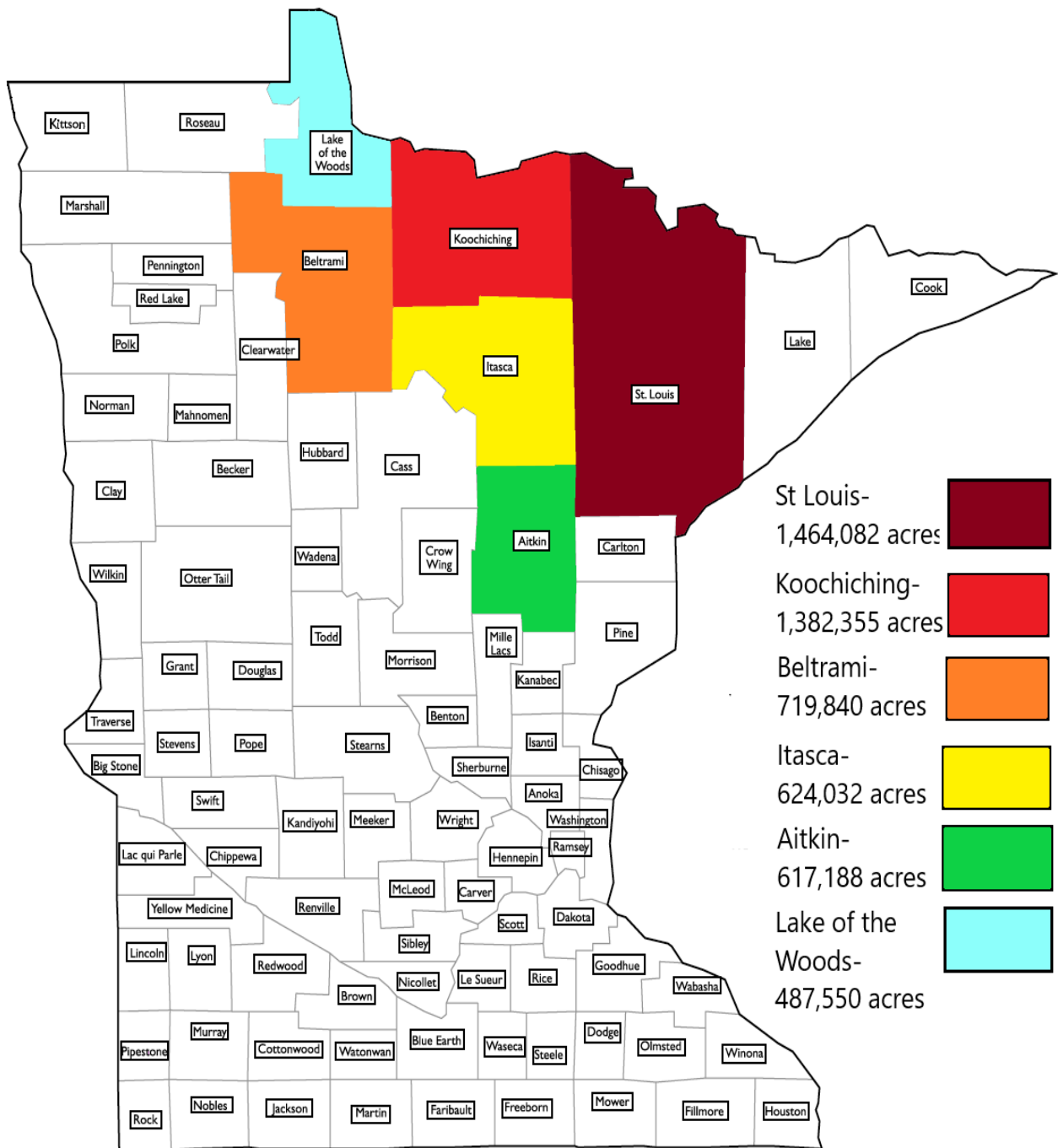
Table 1				
1979 to 2020 Change in PILT by Major Categories				
PILT Category	1979	2020	\$ Change	% Change
Acquired NRL*	\$1,653,972	\$21,233,219	\$19,579,247	1183.8%
County-Administered Other NRL	\$2,099,394	\$5,569,943	\$3,470,549	165.3%
DNR-Administered Other NRL	\$1,759,083	\$8,191,521	\$6,432,438	365.7%

*Includes Wildlife Management Land

95% OF PILT LAND IS IN NORHTERN MN

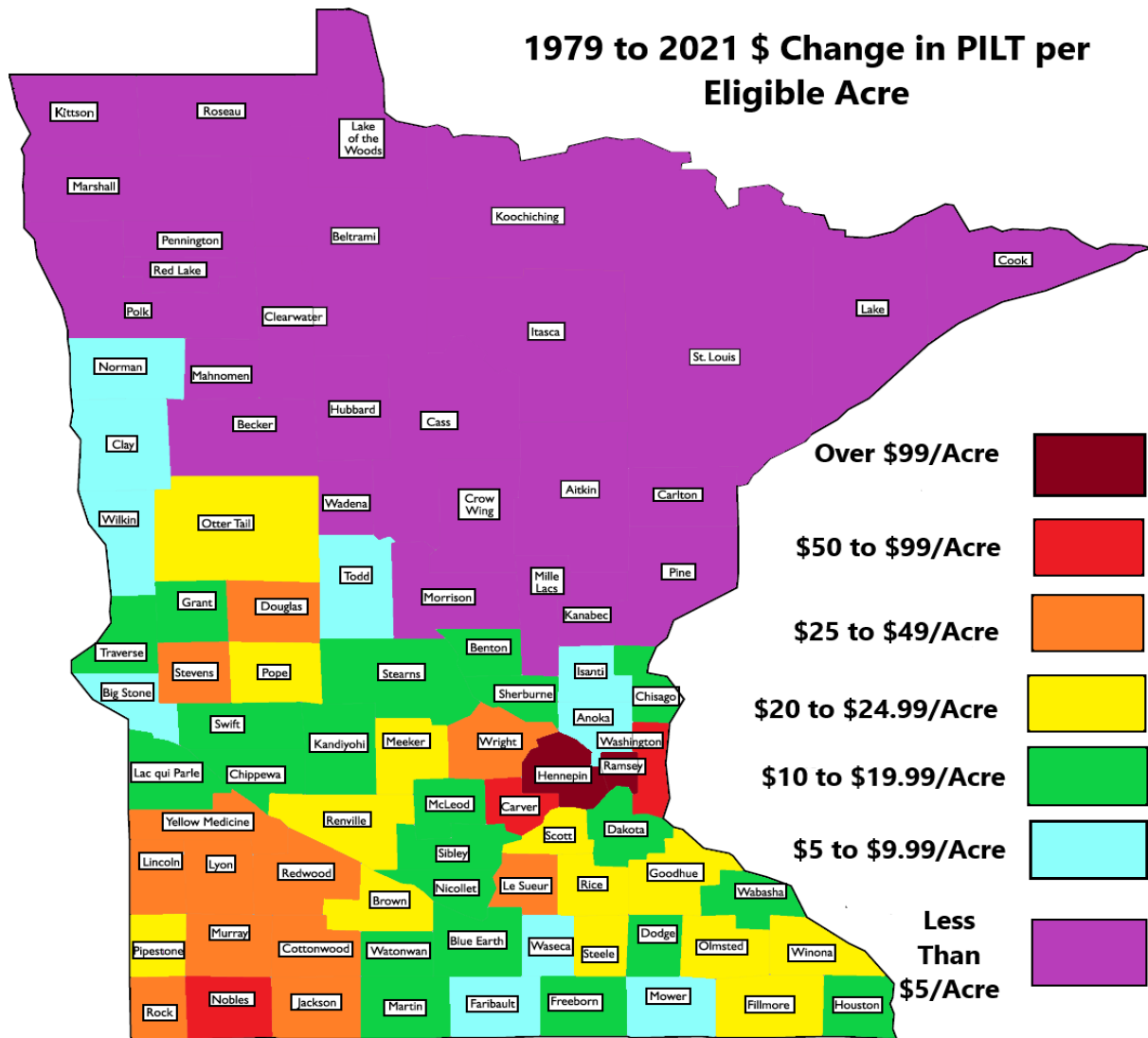


**SIX (6) COUNTIES CONTAIN 70% OF PILT LAND
YET ONLY RECEIVE 40% OF TOTAL PILT PAYMENTS**



Northern counties have seen only nominal changes in PILT payments over the last 41-year history; increasing minimally by an average of **\$2.51 per acre**. In comparison, southern counties received an average PILT payment increase of **\$24.43 per acre**. And, a few counties received PILT payment increases of over \$100 per acre.

NORTHERN COUNTIES HAVE THE LARGEST AMOUNT OF PILT LANDS AND RECEIVE THE LOWEST DOLLAR INCREASES- LESS THAN \$5 PER ACRE



The reasons why PILT increases have become inequitable are; 1. only Acquired NRL and Wildlife Management Land PILT payments are based on value (all other PILT payments are based on a flat-rate); 2. The hyper-inflation in only those value-based payments; and 3. the failure to take into account the lost opportunity for development.

PILT payment rates per acre are far more generous for Acquired NRL. In the 77 counties that have elected the more generous $\frac{3}{4}$ of 1% appraised value payment option that has been in effect since 1996, on average they receive **\$22.17 per acre, nearly double the rate of inflation**, for their Acquired NRL.

The original and current PILT reimbursement rates by major category are shown below:

Table 2
PILT Reimbursement Rates

Category	1979	2021
Acquired Natural Resources Land	\$3/Acre	\$5.133/Acre or ¼ of 1% of Appraised Value, whichever is higher
County-Administered Other Natural Resources Land	\$.75/Acre	\$2/Acre
(DNR) Commissioner-Administered Other Natural Resources Land	\$.375/Acre	\$2/Acre

Tables 3 and 4 show the disproportionate changes in PILT statewide by the major categories.

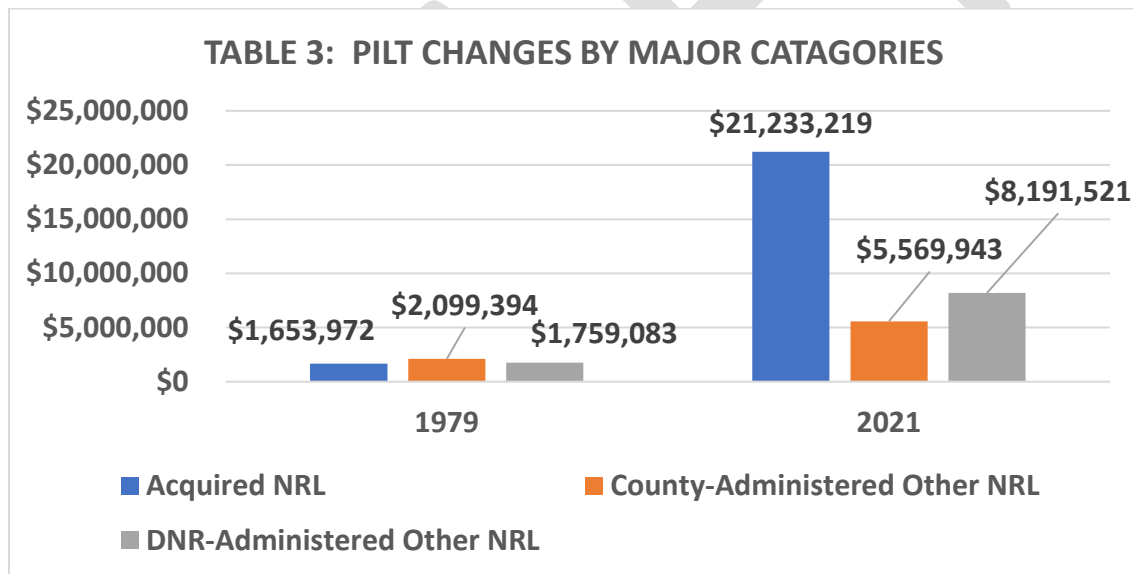
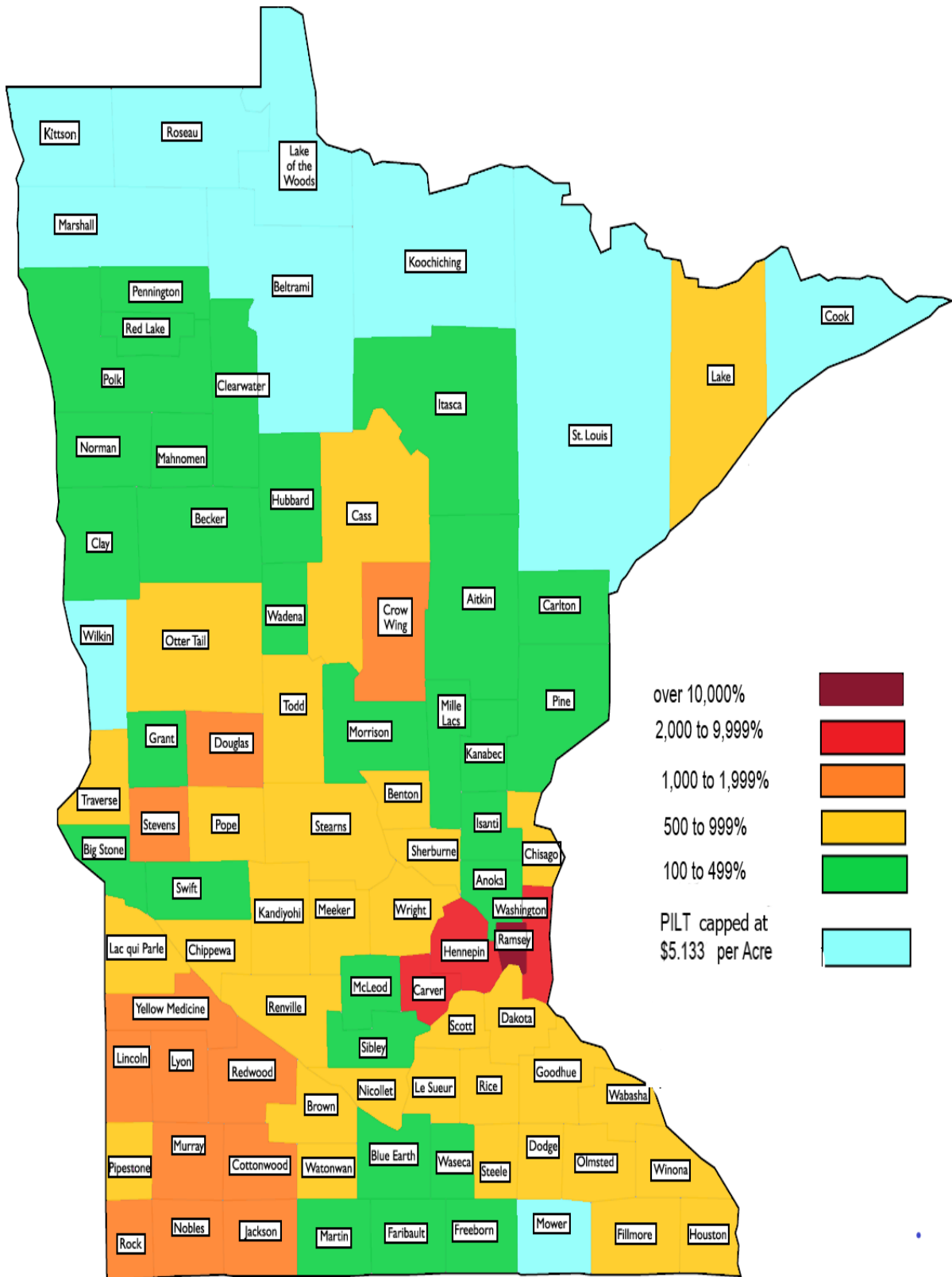
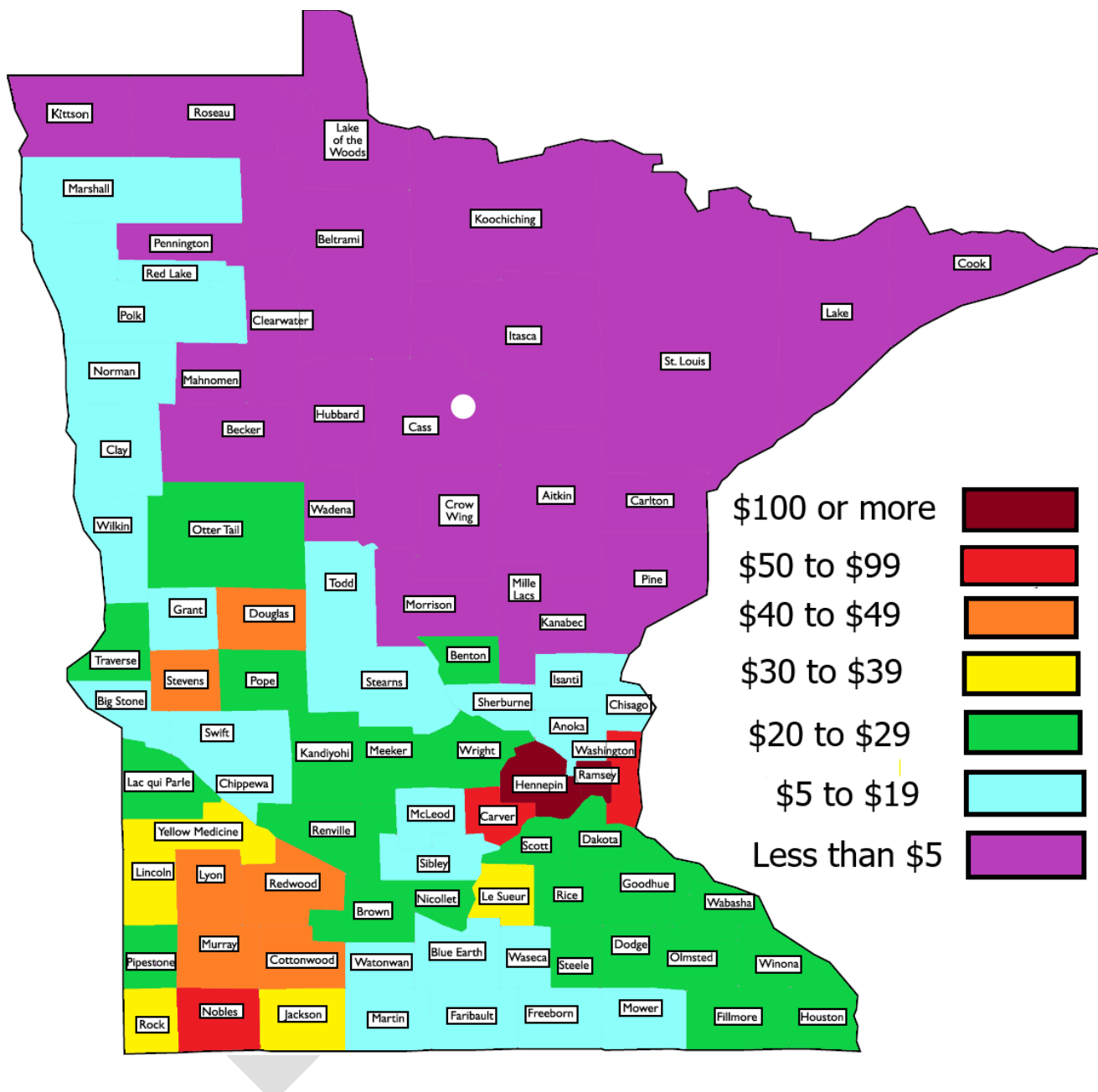


Table 4 1980 to 2021 PILT Change by Major Category		
PILT Category	\$ Change	% Change
Acquired NRL	\$19,579,247	1183.8%
County-Administered Other NRL	\$3,470,549	165.3%
DNR-Administered Other NRL	\$6,432,438	365.7%

ACQUIRED NRL VALUATAION CHANGES FROM 1980 to 2020

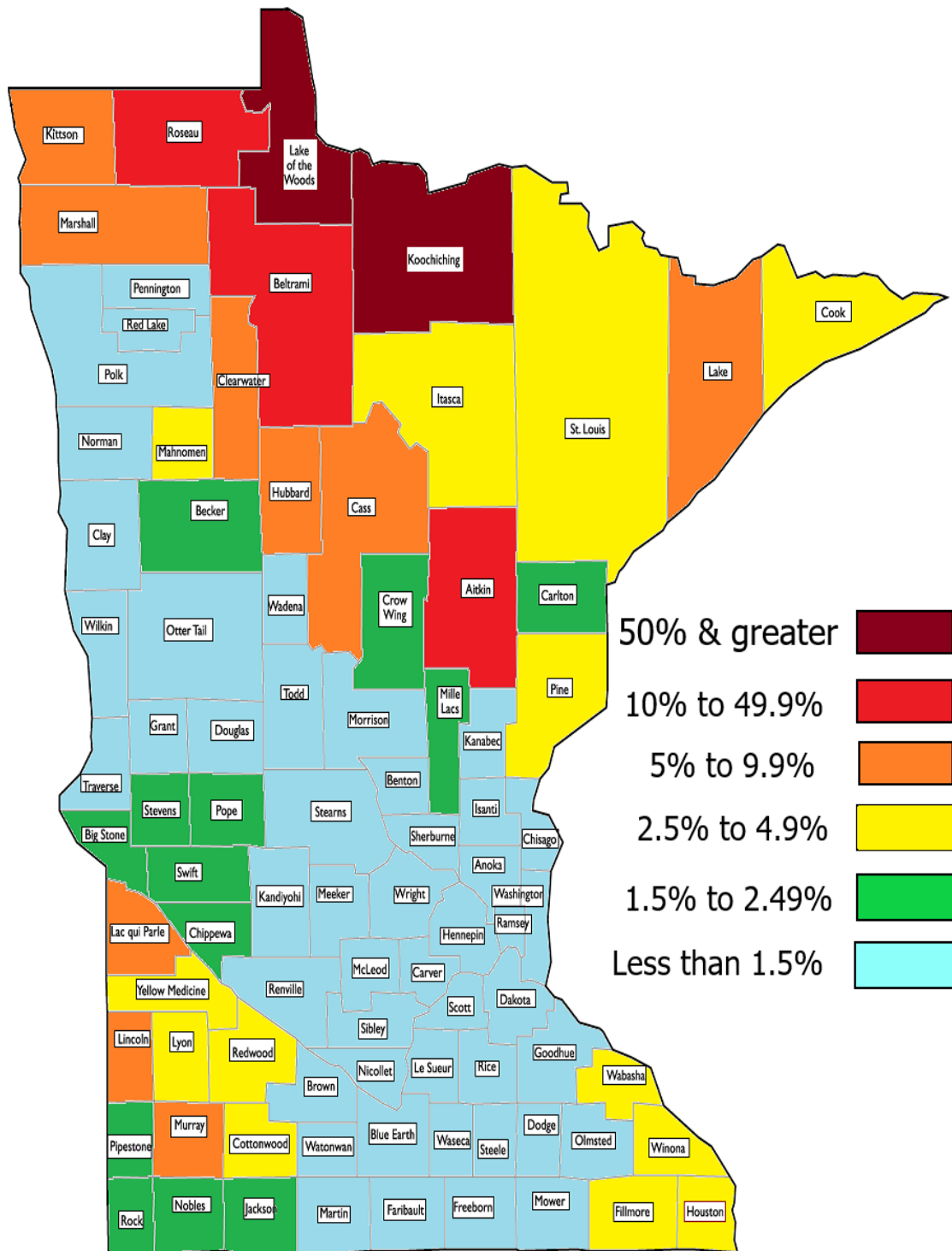


AVERAGE PER ACRE PILT PAYMENTS IN 2020



In 1995, before the $\frac{3}{4}$ of 1% appraised value option went into effect for Acquired Natural Resources Land, the PILT per acre paid to the highest-compensated county was **8 times** that paid to the lowest-paid county. By 2020, the difference had grown to **170 times**.

2020 PILT AS A PERCENT OF 2020 COUNTY CERTIFIED LEVY



PROPERTY TAX IMPACTS OF PILT

Compensating “*local units of government for the loss of tax base from state ownership of land and the need to provide services for state land*” is one of the statutory purposes of PILT. (Minn. Stat. § 477A.10.1) PILT is a larger percentage of the northern counties’ property tax levies where PILT lands are concentrated and are a large portion of the counties’ total acreage. The degree of a county’s reliance on PILT is directly related to the loss in tax base from the tax exemption of PILT land.

Not only do counties lose tax base due to PILT lands’ tax exemption, they also forego the “opportunity” of increased tax base from development on lakeshore within PILT land.

An analysis prepared for this study determined whether a county’s PILT equals, exceeds or underpays relative to what the county property taxes would be on the tax-exempt PILT land. The analysis estimated that there was a shortfall in PILT payments for this purpose in about half the counties. The ten counties with the largest estimated shortfall in PILT relative to what would be raised if the PILT land was taxable is shown in the table below.

TABLE 5	
County	(Shortfall) of County Share of PILT Relative to Estimated County Tax on PILT Land
St. Louis	(\$4,610,486)
Itasca	(\$2,283,012)
Aitkin	(\$1,695,570)
Cass	(\$1,359,627)
Carlton	(\$759,851)
Beltrami	(\$595,818)
Pine	(\$592,549)
Cook	(\$572,267)
Clearwater	(\$539,984)
Hubbard	(\$522,791)

Valuation determined from the County Exempt and PILT Property Report- 2016.

RECOMMENDATIONS

Per MN Statutes 477A.10, the purpose of PILT is:

- (1) to compensate local units of government for the loss of tax base from state ownership of land and the need to provide services for state land;**
- (2) to address the disproportionate impact of state land ownership on local units of government with a large proportion of state land; and**
- (3) to address the need to manage state lands held in trust for the local taxing districts.**

Our analysis compared the amount of 2020 PILT received by the county to the valuation of all their PILT land, multiplied by the pay 2020 county tax rate. It clearly shows a number of counties' payments are coming up short in meeting PILT's statutory purposes. (Minn. Stat. § 477A.10)

RECOMMENDATION #1

**Increase PILT for County and DNR Administered Other Natural Resources Land
\$1 Per Acre:
Cost. – \$6.9 million.**

The study analyzed whether PILT effectively compensates counties “for the loss of tax base from state ownership of land”. For half the counties, PILT is not adequately compensating them for the tax base loss due to the tax-exempt status of PILT land. Fifteen of the counties suffering the largest loss are northern Minnesota counties. All of these counties also share the distinction of receiving PILT payments of less than \$5 per acre. The absence of any significant growth in PILT for these, and several of the other undercompensated counties for the tax-exempt status of PILT land, demands that PILT payments need to be increased for those counties.

RECOMMENDATION #2

Create a new category of PILT for counties with a high-concentration of PILT land equal to:

- **18¢ per PILT acre for counties where PILT land is 25% or more of its total acreage or**
- **8¢ per PILT acre for counties where PILT land equals or exceeds 10% or more but less than 25% of its total acreage.**

Cost. – \$3.4 million

As shown in the previous maps, nearly 95% of Minnesota's 8 million acres of PILT lands are concentrated in northern Minnesota. Yet these same maps also show the in counties

where their PILT land is 10% or greater, the counties average less than \$5 per acre in PILT payments. In contrast, counties where PILT land is less than 10% of the county's acreage, they receive an average payment of \$30.49 per acre. Thus, paradoxically, PILT payments substantially increase in a county where PILT acreage is minimal, and PILT payments decrease in a county where PILT acreage is significant.

RECOMMENDATION #3

Add a hold-harmless provision into statute for the Acquired NRL and Wildlife Management Land.

Cost – Depends on 2022 reassessment

Every six years, the valuation used for computation of PILT for Acquired NRL and Wildlife Management Land is redetermined by local assessors. Possibly due in part to the impacts of the 2007-2008 Great Recession, the valuation for rural vacant land largely used for computation of PILT for these lands fell in 37 counties between 2010 and 2016. Those lower values were used for computation of PILT for the following six years. The reductions in valuation and their corresponding PILT were as high as (38.5%).

RECOMMENDATION # 4

Study the adequacy of current PILT payments for state-owned lakeshore.

Cost - Negligible

Those counties containing Acquired NRL with lakeshore receive PILT payments based on the value of that lakeshore. In the northern counties where the other categories of PILT land, County- and DNR-Administered Other Natural Resources Land – predominate, their lakeshore does not qualify for payment based on the $\frac{3}{4}$ of 1% of appraised value option. Documentation via the study would identify the valuation of that land and allow exploration of options to redress the imbalance in PILT payments on lakeshore. This recommendation is consistent with the 1994 DNR study entitled Payment in Lieu of Taxes Study Ad Valorem vs. Current Payment of State-Owned Land, which also recommended a more in-depth study of this issue.

*Please note: while this report does highlight the current inequities in distribution within the PILT program, it does not advocate for a redistribution of existing funds. The report does, however, advocate for an increase in PILT funding to remedy the inequities identified.

The complete report may be located at <https://www.nclucb.org/> after March 1, 2022.
The report author, Keith Carlson can be reached at keithcarls@gmail.com
Contributor, John Ongaro, Government Relations Director, St. Louis County, MN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2253

DEPARTMENT: Attorney
PRESENTER: Mike Haig

TIME REQUESTED: 30 Minutes

AGENDA ITEM:

Closed Session Re: Enright, Ronald v. Itasca County/Tax Appeal 31-CV-20-1076 & 31-CV-20-1077

BOARD ACTION REQUESTED:

Hold a Closed Session, which may be closed pursuant to Minn. Stat. 13D.05, subd. 3(b) and 13D.05, subd. 1(d) based upon Attorney Client Privilege, Minn. Stat. 595.02, subd 1(b) to consult with it's attorney in reference to a pending action in the Matter of the Enright, Ronald v. Itasca County/Tax Appeal

BACKGROUND:

Minnesota State Statute 13D.05 MEETINGS HAVING DATA CLASSIFIED AS NOT PUBLIC.

Subdivision 1. General principles.

- (a) Except as provided in this chapter, meetings may not be closed to discuss data that are not public data.
- (b) Data that are not public data may be discussed at a meeting subject to this chapter without liability or penalty, if the disclosure relates to a matter within the scope of the public body's authority and is reasonably necessary to conduct the business or agenda item before the public body.
- (c) Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.
- (d) All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the public body. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to take no action in reference to Court File 31-CV-20-1076 and to accept the recommendation of the County Assessor and directed staff to finalize settlement documents for completion of the matter in reference to Court File 31-CV-20-1077.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2255

DEPARTMENT: Attorney

TIME REQUESTED: 15 Minutes

PRESENTER: Heather Roy, Amber Peratalo, Cory Leinwander

AGENDA ITEM:

Closed Session Re New Camps, Inc. v. Itasca County/Tax Appeal 2019/P2020 and 2020/P2021

BOARD ACTION REQUESTED:

Hold a Closed Session which may be closed pursuant to MN Statutes 13D.05, Subd. 3(B) and 13D.05, Subd. 1(D) based upon Attorney Client Privilege MN Statute 595.02, Subd. 1(B) to consult with its Attorney in reference to pending litigation in the matter of New Camps, Inc. v. Itasca County/Tax Appeal 2019/P2020 and 2020/P2021.

BACKGROUND:

Minnesota State Statute 13D.05 MEETINGS HAVING DATA CLASSIFIED AS NOT PUBLIC.

Subdivision 1. General principles.

(a) Except as provided in this chapter, meetings may not be closed to discuss data that are not public data.

(b) Data that are not public data may be discussed at a meeting subject to this chapter without liability or penalty, if the disclosure relates to a matter within the scope of the public body's authority and is reasonably necessary to conduct the business or agenda item before the public body.

(c) Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

(d) All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the public body. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to direct staff finalize documents to approve the negotiated settlement in reference to Court Files 31-CV-20-1075 and 31-CV-21-863.