



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 8, 2022

2:30 PM

Itasca County Boardroom

FINAL

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 Items #6.7 (2022 S. Lake Phase 2 Paved Trail Contract), #6.8 (Chronic Wasting Disease (CWD) Letter of Support), and #6.9 (Schedule Special Session) 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 22, 2022 County Board Special Session and the Tuesday, March 1, 2022 County Board Work Session.

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

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

2. Approve the Purchase of Service Agreement between ICHHS and Leah Crossley for Qualified Individual (QI) Assessment services.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Kathleen Field, LICSW, LLC dba Within Arms Reach, a Behavioral Health provider.
4. 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.
5. 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.
6. Approve of the Disposition of Obsolete Road and Bridge Equipment through Hansen Auction Group.
7. Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.
8. 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.

VI. REGULAR AGENDA

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Recognition of County Employees
The following employees were recognized:

Welcome new employee, Lisa Fisher, Medical Claims Examiner, IMCare Division, Health & Human Services Department effective February 28, 2022.

Congratulations to Ronda Patton who accepted a job change from Public Health Nurse to Managed Care Nurse, IMCare Division, Health & Human Services Department effective March 6, 2022.

Welcome new employee, Hunter Brooks, Deputy Sheriff/Road Deputy, Itasca County Sheriff Department effective March 7, 2022.

Welcome new employee, Janet Borth, HR Assistant, Human Resources Department effective March 7, 2022.

Congratulations to Mary Chambers who accepted a job change from Eligibility Specialist, Family Services Division to Data/Project Coordinator, IMCare Division, Health & Human Services Department effective March 6, 2022.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 11, 2022, in the amount of \$480,499.96.

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

5. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Resolution to Support a Mississippi River – Grand Rapids One Watershed One Plan

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

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

7. 2022 S. Lake Phase 2 Paved Trail Contract

Motion To: Approve the professional service contract with S.E.H. for engineering design, bid administration, and construction management services for Phase 2 of the S. Lake Paved trail, in an amount not to exceed \$10,545.80, and authorize necessary signatures.

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

8. Chronic Wasting Disease (CWD) Letter of Support

Motion To: Approve sending a Letter of Support regarding Chronic Wasting Disease (CWD) and authorize County Board Chair signature.

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

9. Schedule Special Session

It was the consensus of the County Board to schedule a Special 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 its attorney in reference to ERPI Bankruptcy litigation on Monday, March 14, 2022 at 8:00 AM in the Boardroom of the Itasca County Courthouse.

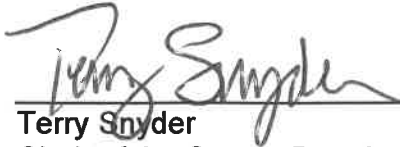
VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:04 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 8, 2022

RESOLUTION 2022-18

**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.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

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

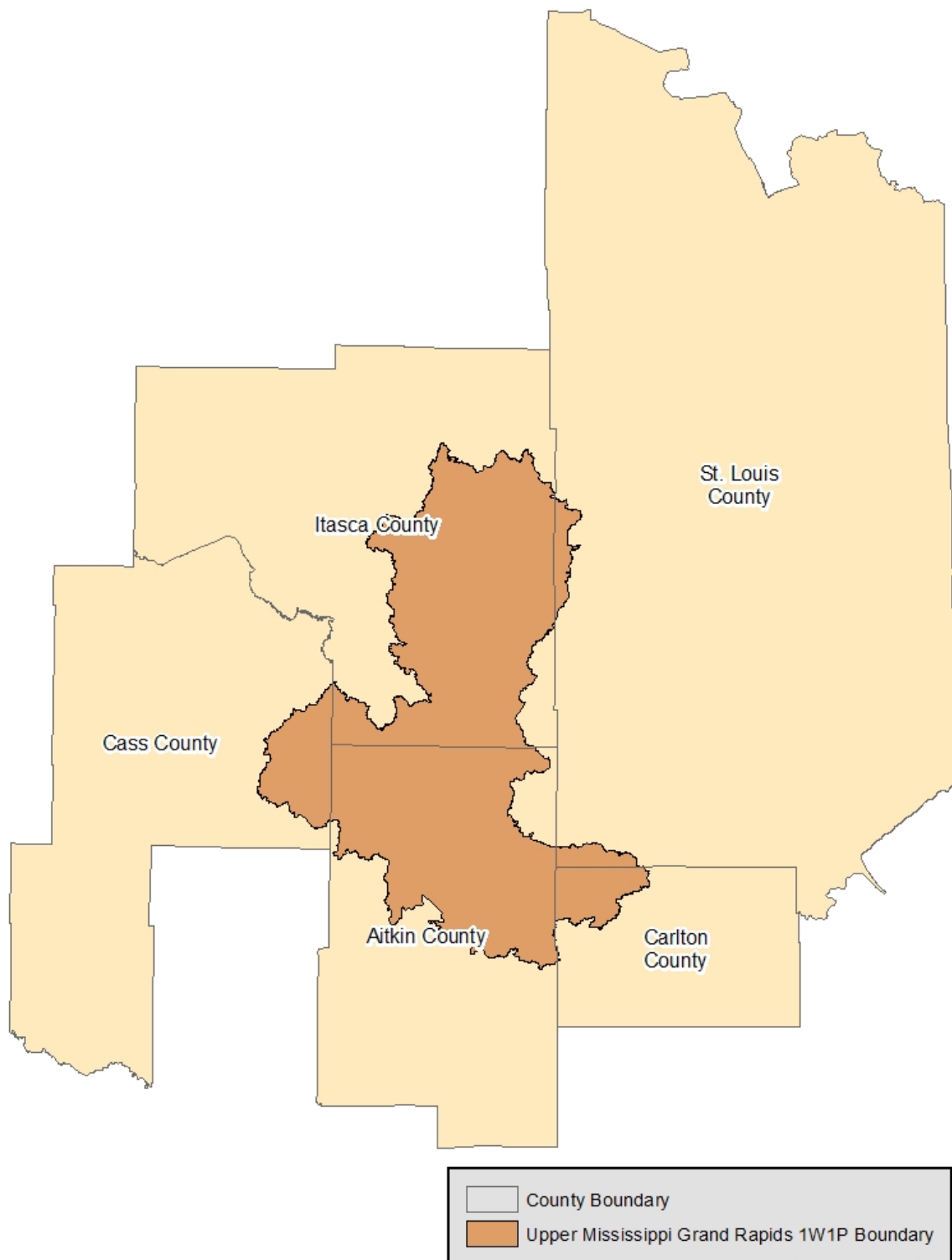
I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of March A.D. 2022 and that the same is a true and correct copy of the whole thereof.

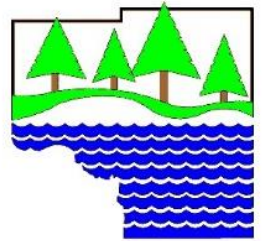
WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 8th day of March A.D. 2022.



Administrator

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





March 8, 2022

Chair:

PULL: None

ADDITIONS:

1. Item #6.7 – 2022 S. Lake Phase 2 Paved Trail Contract
2. Item #6.8 – Chronic Wasting Disease (CWD) Letter of Support
3. Item #6.9 – Schedule Special Session

CHANGES: None

INFORMATIONAL:

1. Item #6.5 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 22, 2022

12:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 12:00 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	12:00 PM
Terry Snyder	District #2	Present	12:00 PM
Leo Trunt	District #3	Present	12:00 PM
Burl Ives	District #4	Present	12:00 PM
Ben DeNucci	District #5	Present	12:00 PM

Motion To: Add Item #2.6 (Blackduck Ambulance).

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

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Fund Update

County Administrator Brett Skyles provided information regarding the American Rescue Plan (ARP), which will deliver \$8,765,973 in Coronavirus State and Local Fiscal Recovery Funds to Itasca County for use in response to the COVID-19 emergency through 2024. The Board has already approved the use of \$5,079,536.90.

Motion To: Allocate \$3,686,436.10 to Government Operations.

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

2. External American Rescue Plan (ARP) Funding Requests

Commissioners discussed external requests for use of ARP funds.

Motion To: Earmark \$1,000,000 for the Greenway ISD 316 request, with the understanding that Greenway representatives will present requested information prior to official approval of funds.

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

Motion To: Approve the use of \$50,000 in ARP Funds from the General Operations designation for the ElderCircle request.

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

3. County Requests for American Rescue Plan (ARP) Funding
Commissioners discussed County requests for use of ARP funds.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Park System ARP Project Update
Land Commissioner Kory Cease and County Park System Manager Roger Clark provided an update on the Fairgrounds Park Campground Project.

Motion To: Approve the use of \$150,000 in ARP Funds from the General Operations designation to cover additional needs for the Fairgrounds Park Campground Project.

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. Blackduck Ambulance
Commissioner Tinquist provided information regarding the request from Blackduck Ambulance to consider American Rescue Plan (ARP) funds to help offset increasing operating costs. It was the consensus of the County Board to revisit the request at the next Special Session.
7. e2ip Building
Itasca Economic Development Corporation (IEDC) President & CEO Tamara Lowney provided information regarding the potential for a purchase of the e2ip building in Bigfork, MN by IEDC. It was the consensus of the County Board to revisit the concept at the next Special Session.
5. Schedule Special Session
It was the consensus of the County Board to schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, March 15, 2022 beginning at 12 noon in the Boardroom of the Itasca County Courthouse.

III. ADJOURN

Chair Snyder adjourned the meeting at 1:01 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, March 1, 2022

2:30 PM

Itasca County Boardroom

DRAFT

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
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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
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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
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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
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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
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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
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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
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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
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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
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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
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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

Tuesday, March 8, 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
2. APPT Extension - A Johnson

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2269

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Kathleen Field, LICSW, LLC dba Within Arms Reach

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Kathleen Field, LICSW, LLC dba Within Arms Reach, a Behavioral Health provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. PPA - Kathleen Fields LICSW LLC dba Within Arms Reach

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2216

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

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

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
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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'

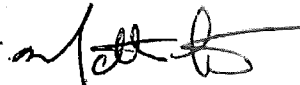
County/City/Project Engineer

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
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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

Matt [Signature]

Date

Date

2/17/22

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
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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%		

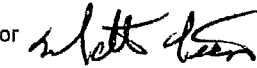
This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

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 8, 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
----------------	--------------------------------	---------------------------------

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

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.

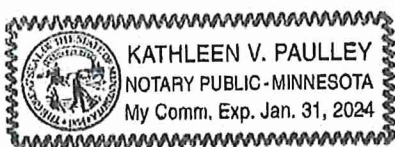
** CORPORATE ACKNOWLEDGMENT **

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
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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 8, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 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

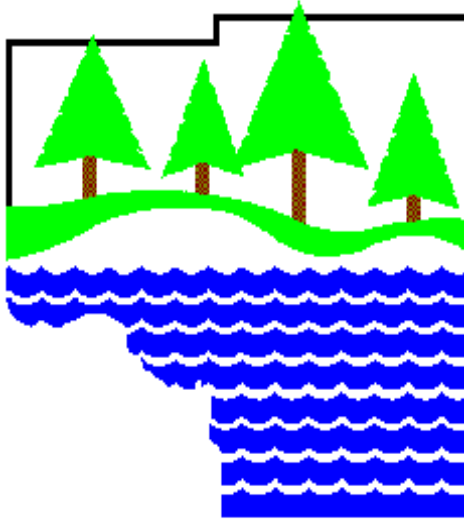
SUPPORTING DOCUMENTATION:

1. 2022 5 YEAR PLAN FINAL

03/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/08/2022 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



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

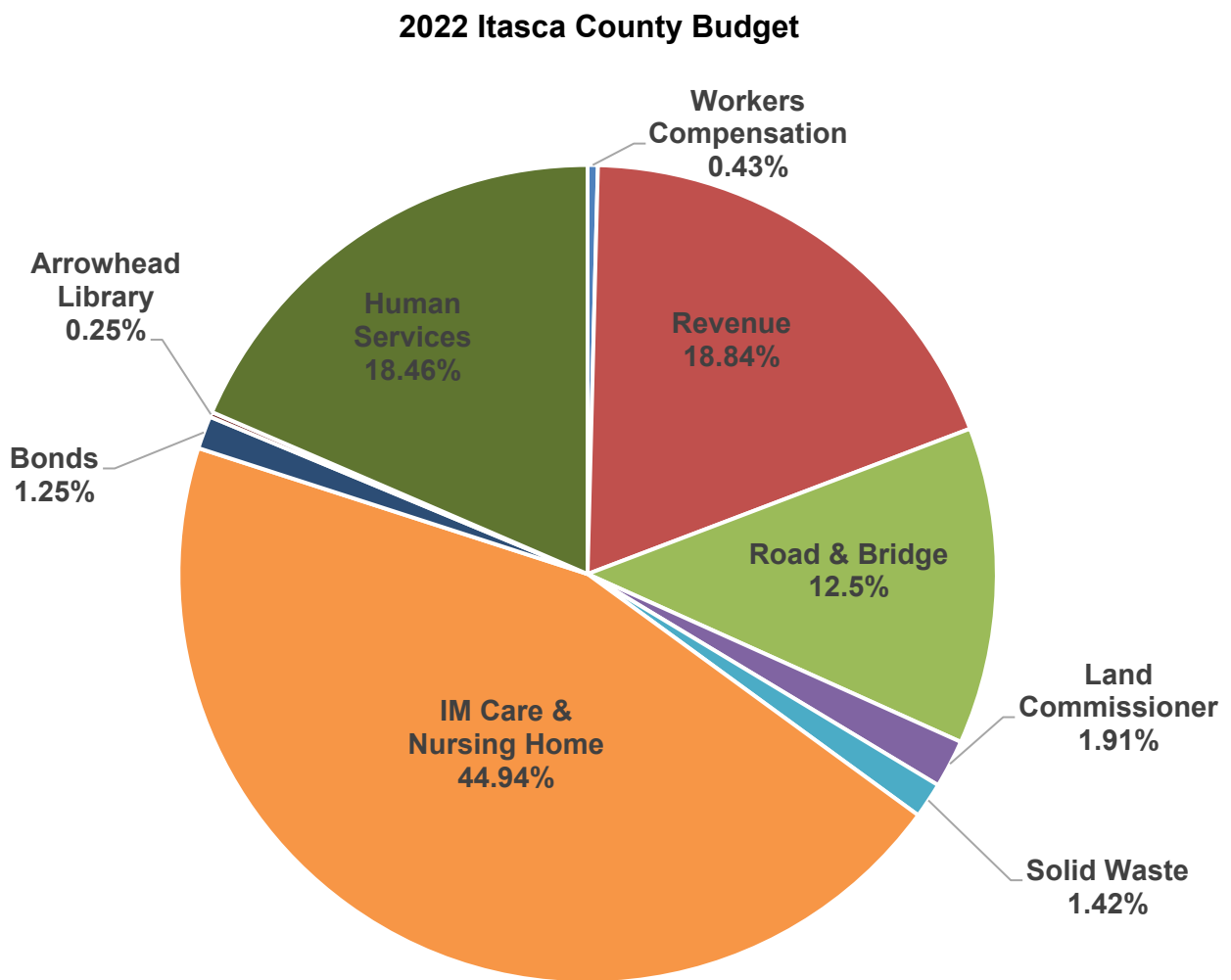
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on February 1, 2022 in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment 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

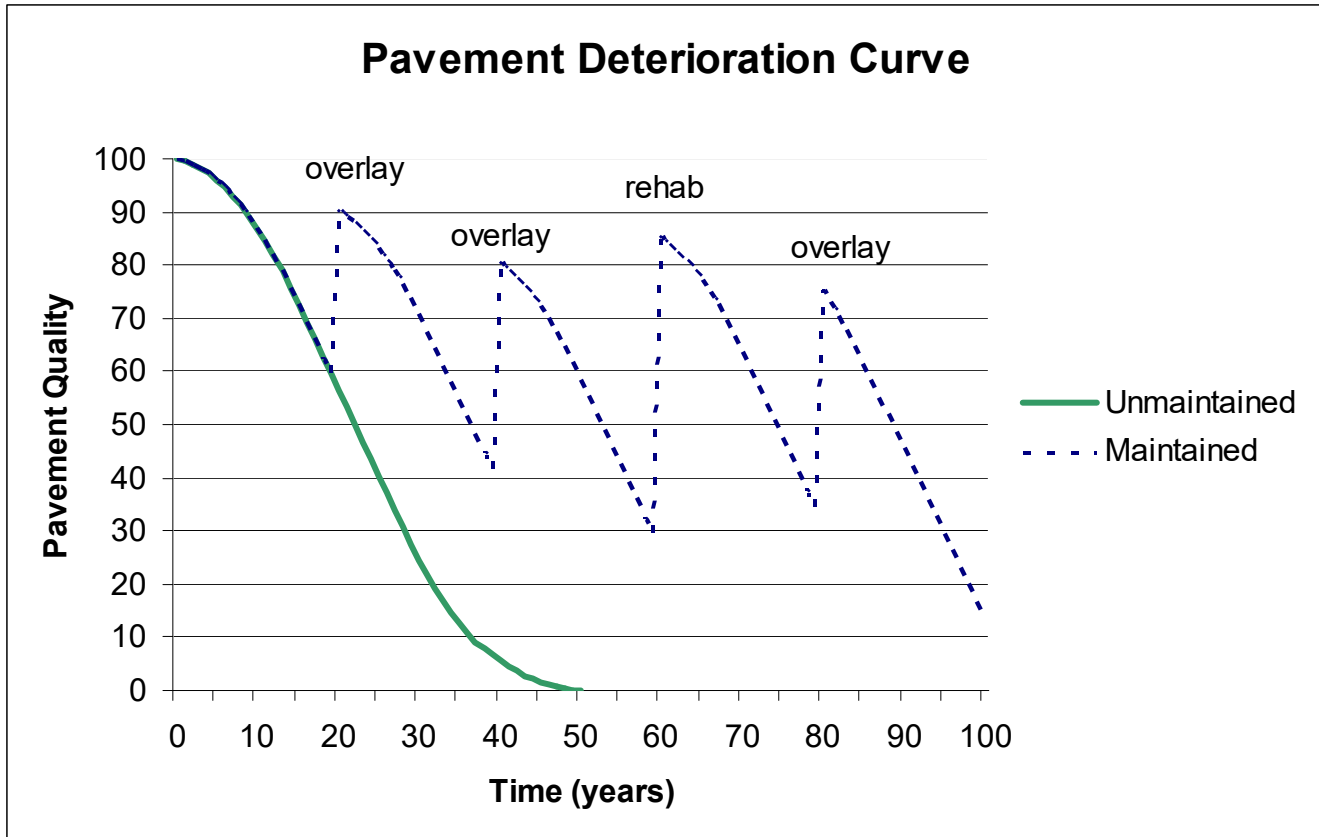
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at \$680,000 over the past 5 years and are supplemented 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
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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:

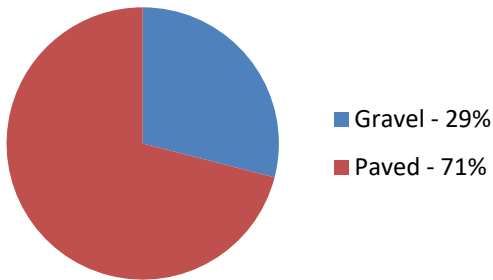
450 CSAH miles - \$6.98 million (current allocation at \$5.95 million)

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

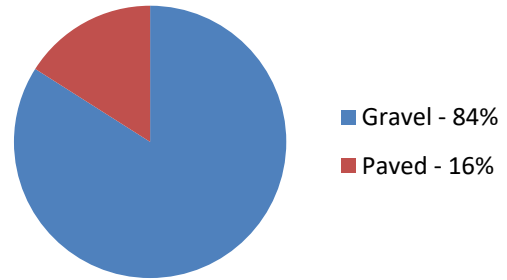
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

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

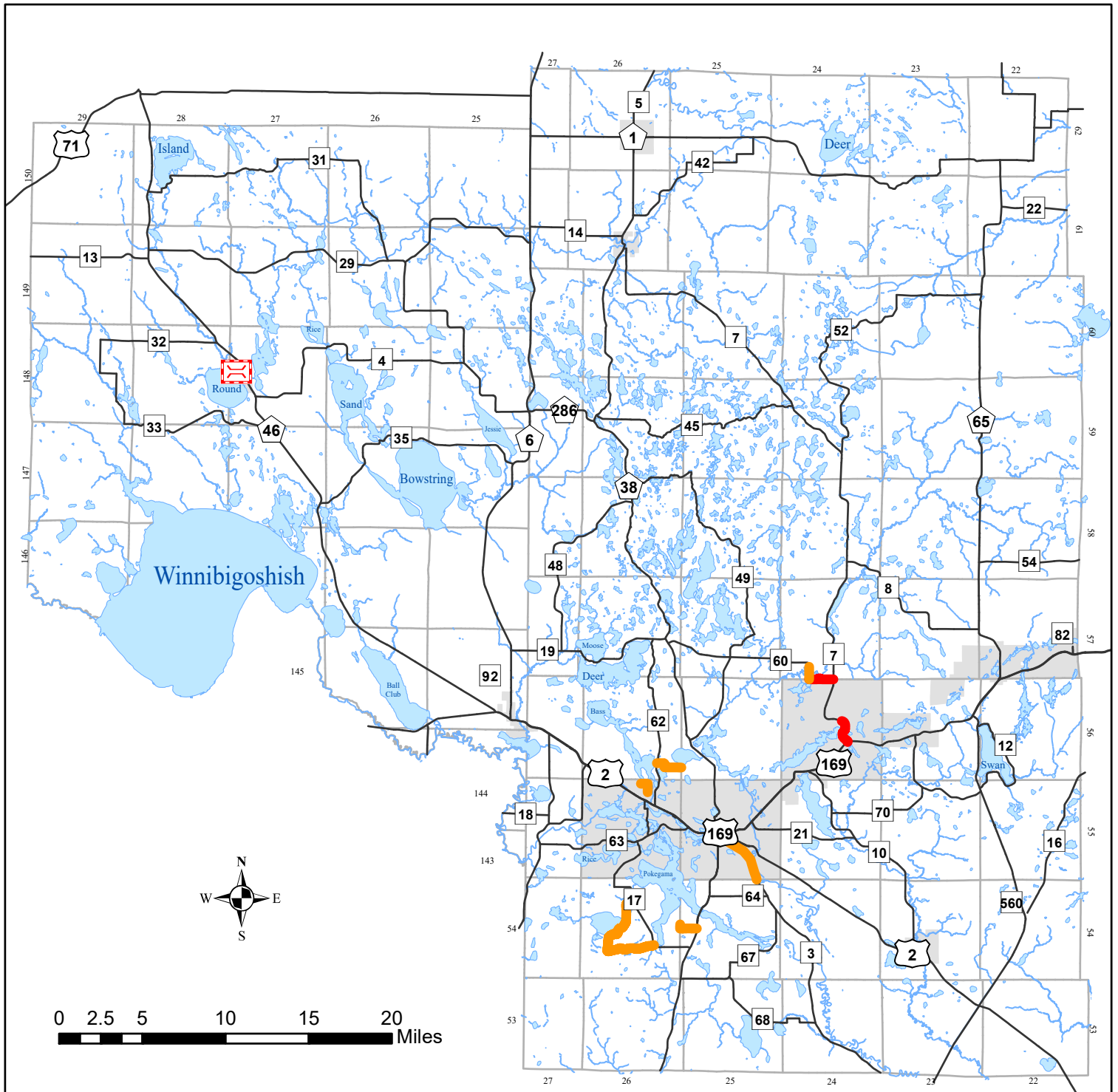
Proposed Project Schedule for Highway Improvement Projects

REVISÉ: 2/1/2022

PROJECTED MUNICIPAL STATE AID BALANCE		
Municipal State Aid Balance End of 2021		\$250,000
Municipal State Aid Allotment for Year 2022		\$750,000
Transfer from Mun. Const. to State Aid Const.		
Municipal State Aid Construction for Year 2022		\$1,300,000
Municipal State Aid Balance End of 2022		-\$300,000

PROJECTED STATE AID BALANCE	
State Aid Balance End of 2021	-\$565,000
State Aid Allotment for Year 2022	\$5,750,000
Transfer from Municipal Construction	
Engineering	\$700,000
State Aid Construction for Year 2022	\$4,805,000
State Aid Balance End of 2022	-\$320,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2022



Road Number	LOCATION
CR 149	Bridge 88201
CR 449	CSAH 17 to CR 458
CSAH 3	Th 169 to City Limits
CSAH 7	TH 169 to 1.3 miles north
CSAH 60	CR 329 to CSAH 7
CSAH 60	CR 329 to Willow Creek Trail
CSAH 93	CR 179 to CSAH 88
CSAH 94	CSAH 62 to 1.7 miles east
CSAH 97	CR 250 to Hwy 169 (south int)

2022 Construction Projects



Bridge Replacement

Bituminous

Reconstruction

Itasca County 5-year Plan

REVISED: 2/1/2022

CONSTRUCTION PROJECTS FOR					2023					
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 238	CSAH 19 to CR 247	2.3	Base & Bituminous/Overlay	\$350,000				\$350,000	UT B	37
CR 336	Bridge 7108 & 93290 over the Prairie River	—	Bridge Replacement	\$1,350,000			\$150,000	\$1,200,000	Bridge Bonding	49
CR 407	Rail Road Crossing	—	Crossing Surface Replacement	\$50,000			\$50,000			23
CR 427	CSAH 67 to CSAH 68	5.0	Bituminous Overlay	\$500,000			\$500,000			12, 17, 18
CR 432	CSAH 68 to 2.67 miles south	2.7	Bituminous Overlay	\$270,000			\$270,000			11
CR 440	CSAH 21 to Hwy 169	2.3	Bituminous Overlay	\$230,000			\$230,000			23, 24
CSAH 4	CSAH 29 to TH 6	6.2	Bituminous Overlay	\$650,000	\$650,000					67
CSAH 7	TH 38 to CSAH 75	7.1	Bituminous Rehabilitation	\$2,500,000	\$1,180,000			\$1,320,000	Federal	69, 70, 80
CSAH 43	TH 38 to Daley Larson Road	2.0	Bituminous Overlay	\$200,000	\$200,000					68, 69
CSAH 52	CR 340 to CR 342	2.8	Reconstruction	\$1,800,000	\$1,800,000					71
CSAH 75	CSAH 7 to park	1.5	Bituminous Overlay	\$150,000	\$150,000					70
CSAH 78	CSAH 7 to CR 77	0.7	Bituminous Overlay/Rehab	\$200,000		\$200,000				80
CSAH 81	TH 2 to TH 6 (Deer River)	0.9	Bituminous Overlay	\$250,000		\$250,000				35
CSAH 84	City of Calumet - TH 169 to 2nd Ave.	0.2	Bituminous Rehabilitation	\$400,000		\$400,000				32
CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256	8.5	Bituminous Rehabilitation	\$850,000	\$850,000					35, 36
	Various Roads		Routine Maintenance: Crack Sealing & Pavement Patches	\$150,000			\$150,000			
TOTAL				\$9,900,000	\$4,830,000	\$850,000	\$1,350,000	\$2,870,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2022	-\$320,000
State Aid Allotment for Year 2023	\$5,800,000
Transfer from Municipal Construction	
Engineering	\$350,000
State Aid Construction for Year 2023	\$4,830,000
State Aid Balance End of 2023	\$300,000

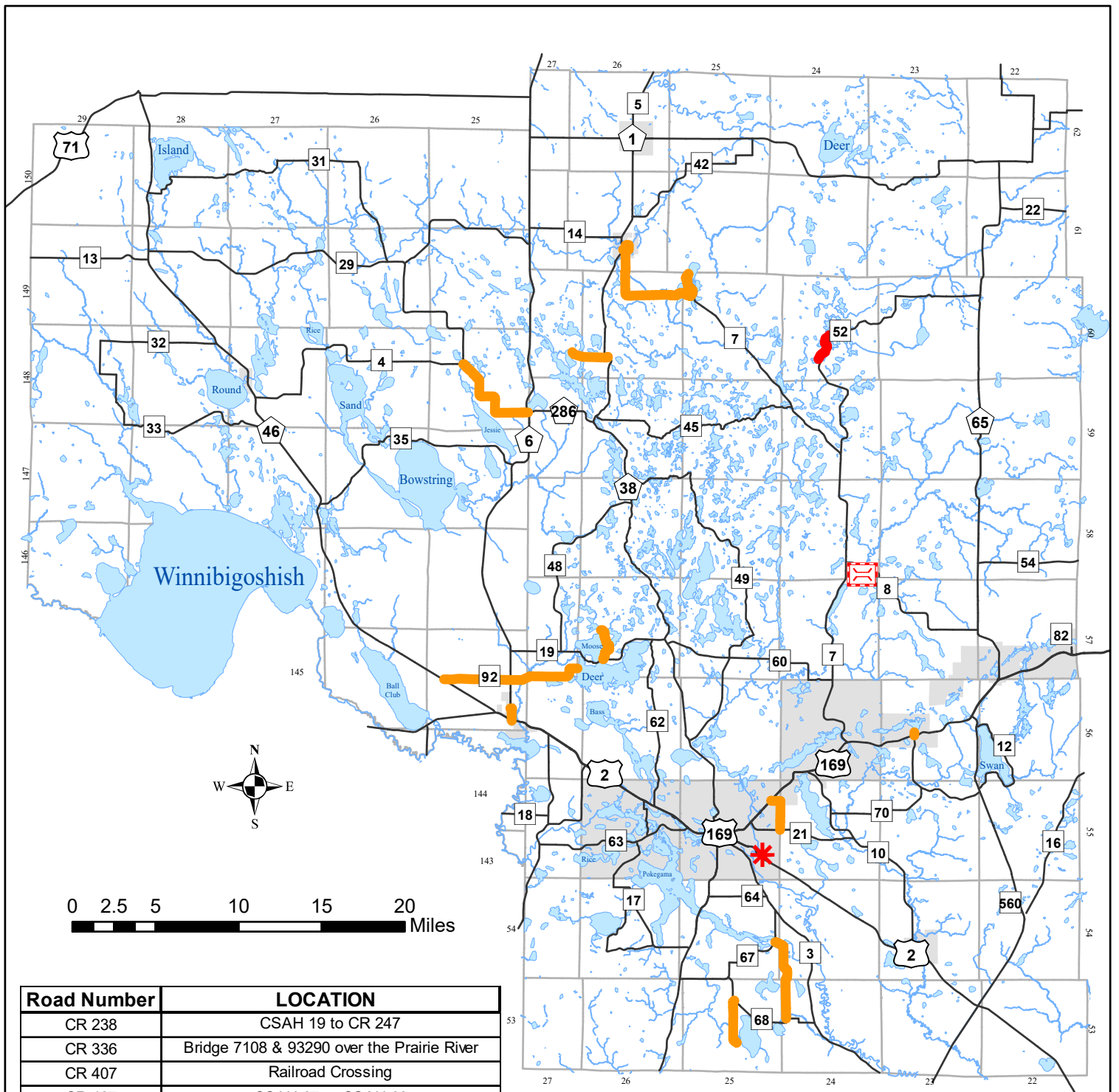
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2022	-\$40,000
County Preservation Allotment for Year 2023	\$680,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2023	\$1,350,000
County Preservation Balance End of 2023	-\$280,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2022	-\$300,000
Municipal State Aid Allotment for Year 2023	\$850,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2023	\$850,000
Municipal State Aid Balance End of 2023	-\$300,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2023



Road Number	LOCATION
CR 238	CSAH 19 to CR 247
CR 336	Bridge 7108 & 93290 over the Prairie River
CR 407	Railroad Crossing
CR 427	CSAH 67 to CSAH 68
CR 432	CSAH 68 to 2.67 miles south
CR 440	CSAH 21 to Hwy 169
CSAH 4	CSAH 29 to TH 6
CSAH 7	TH 38 to CSAH 75
CSAH 43	TH 38 to Daley Larson Road
CSAH 52	CR 340 to CR 342
CSAH 75	CSAH 7 to park
CSAH 78	CSAH 7 to CR 77
CSAH 81	TH 2 to TH 6 (Deer River)
CSAH 84	TH 169 to 2nd Ave.
CSAH 92	CSAH 44 to 0.15 mi E of CR 256

2023 Construction Projects



Bridge Replacement



Railroad Crossing

Bituminous

Reconstruction

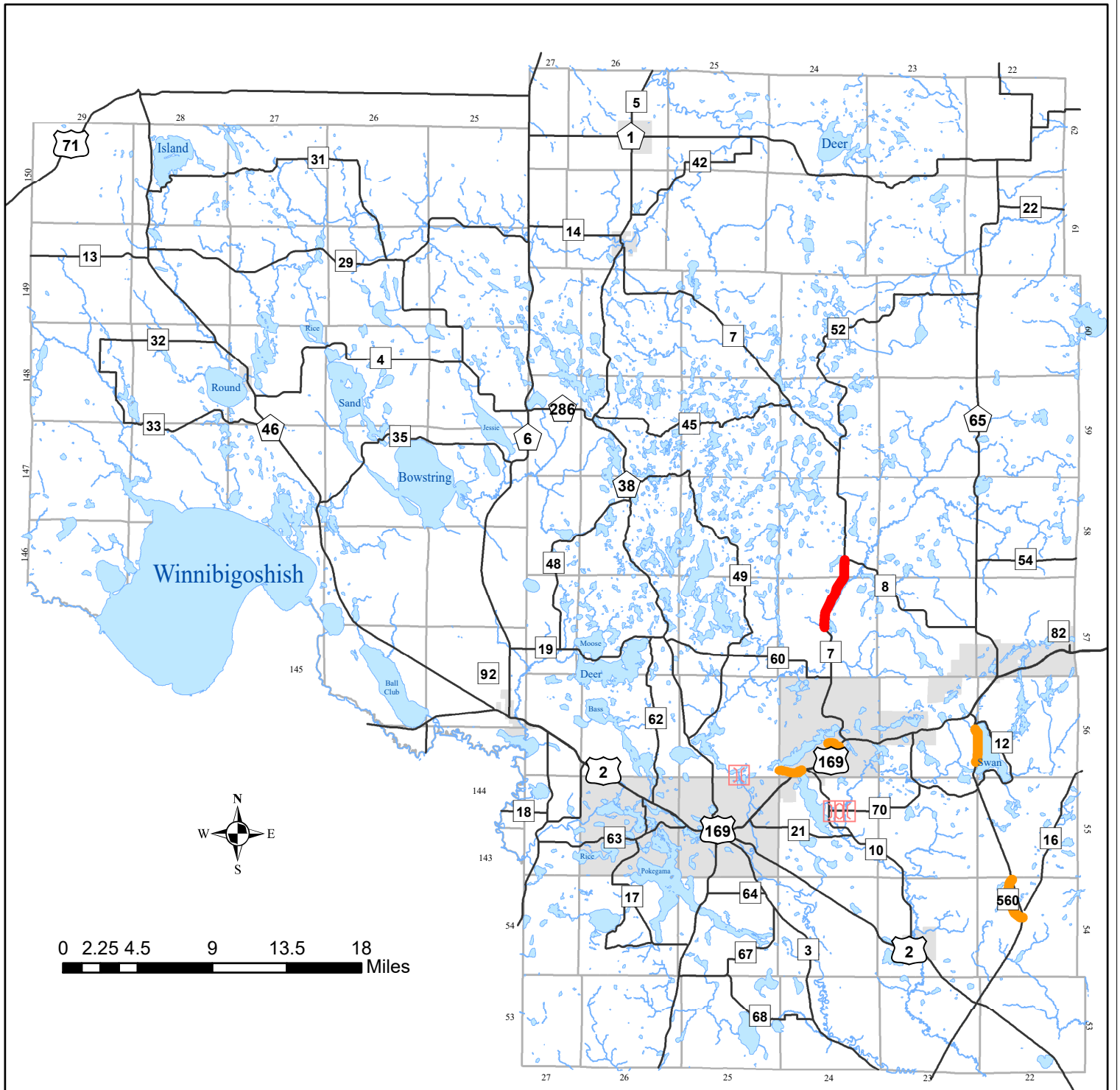
REVISÉ: 2/1/2022

PROJECTED MUNICIPAL STATE AID BALANCE	
Municipal State Aid Balance End of 2023	-\$300,000
Municipal State Aid Allotment for Year 2024	\$850,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2024	\$750,000
Municipal State Aid Balance End of 2024	-\$200,000

PROJECTED COUNTY PRESERVATION BALANCE	
County Preservation Balance End of 2023	-\$280,000
County Preservation Allotment for Year 2024	\$680,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2024	\$920,000
County Preservation Balance End of 2024	-\$90,000

PROJECTED STATE AID BALANCE	
State Aid Balance End of 2023	\$300,000
State Aid Allotment for Year 2024	\$5,800,000
Transfer from Municipal Construction	
Engineering	\$450,000
State Aid Construction for Year 2024	\$5,300,000
State Aid Balance End of 2024	\$350,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2024



Road Number	LOCATION
CR 560	TH 65 to TH 65 (Goodland)
CR 560	TH 65 to TH 65 West Shore
CSAH 7	CSAH 59 to CSAH 8
CSAH 15	TH 169 to end
CSAH 61	Bridge 31513 over Prairie River
CSAH 61	Coleraine City Limits to Hwy 169
CSAH 70	Bridge 7109 over Swan River
CSAH 70	Bridge 7110 over Swan River

2024 Construction Projects

 Bridge Replacement

 Bituminous

 Reconstruction

Itasca County 5-year Plan

REVISED: 2/1/2022

Road Number		LOCATION (FROM - TO)		CONSTRUCTION PROJECTS FOR		2025		State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
				Length	Type of Work	Estimated Cost							
CR 149		Bridge 88201 to TH 46		0.7	Bituminous Overlay	\$85,000				\$85,000			65
CR 239		CSAH 17 to CSAH 17		4.6	Bituminous Overlay	\$600,000				\$600,000			16
CR 439		Bridge 7026		—	Culvert Replacement	\$400,000		\$50,000			\$350,000	Bridge Bonding	12
CSAH 29		TH 46 to Dora Lake Bridge		10.8	Bituminous Overlay	\$1,200,000		\$1,200,000					75, 76
CSAH 32		TH 46 to End Pavement		2.2	Bituminous Overlay	\$250,000		\$250,000					64
CSAH 35		TH 46 to CR 175		10.3	Bituminous Overlay & Rehab	\$1,700,000		\$1,700,000					54, 55
CSAH 52		CR 342 to Horsehead Lake Trail		4.3	Reconstruction	\$2,620,000		\$1,400,000			\$1,220,000	Federal	71, 72
CSAH 62		CSAH 63 to Hwy 169		2.4	Bituminous Overlay/Bridge Rehab	\$500,000			\$500,000				22
CSAH 68		Bridge 7027 over Split Hand Creek		—	Bridge Replacement	\$500,000		\$100,000			\$400,000	Bridge Bonding	12
CSAH 92		(CR 142) 0.15 miles E of CR 256 to CSAH 19		1.2	Reconstruction	\$850,000		\$850,000					36
CSAH 96		(CR 457) Grand Rapids City Limits to CSAH 64		1.25	Bituminous Rehabilitation	\$400,000		\$400,000					23
		Various Roads			Routine Maintenance: Crack Sealing & Pavement Patches	\$150,000				\$150,000			
TOTAL						\$9,255,000		\$5,950,000	\$500,000	\$835,000	\$1,970,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2024	\$350,000
State Aid Allotment for Year 2025	\$5,800,000
Transfer from Municipal Construction	
Engineering	\$250,000
State Aid Construction for Year 2025	\$5,950,000
State Aid Balance End of 2025	-\$50,000

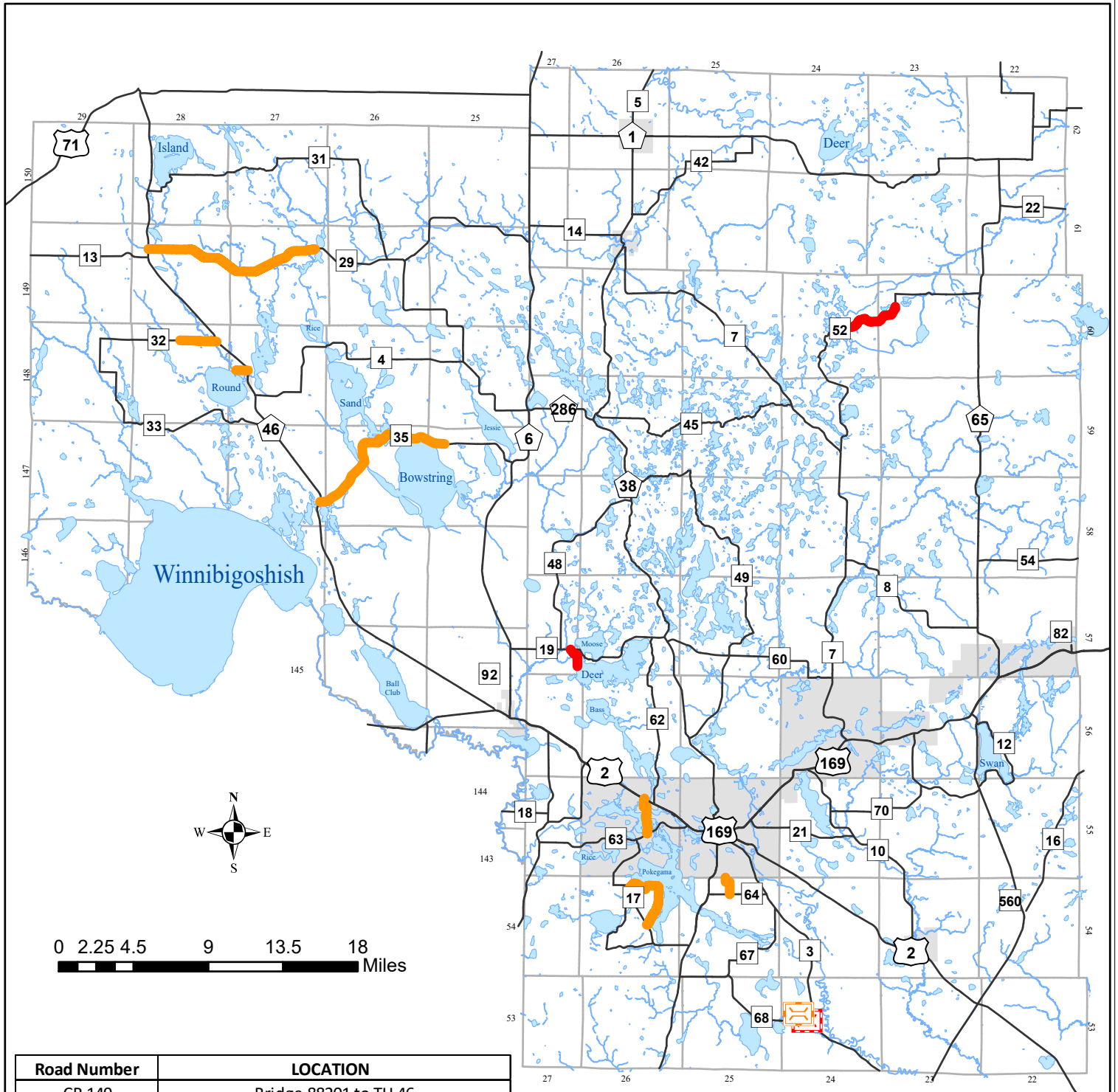
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2024	-\$90,000
County Preservation Allotment for Year 2025	\$680,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2025	\$835,000
County Preservation Balance End of 2025	\$185,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2024	-\$200,000
Municipal State Aid Allotment for Year 2025	\$850,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2025	\$500,000
Municipal State Aid Balance End of 2025	\$150,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2025



2025 Construction Projects

-  Bridge Replacement
-  Culvert Replacement
-  Bituminous
-  Reconstruction

Road Number	LOCATION
CR 149	Bridge 88201 to TH 46
CR 239	CSAH 17 to CSAH 17
CR 439	Bridge 7026 over Split Hand Creek
CSAH 29	TH 46 to Dora Lake Bridge
CSAH 32	TH 46 to End Pavement
CSAH 35	TH 46 to CR 175
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 62	CSAH 63 to Hwy 169
CSAH 68	Bridge 7027 over Split Hand Creek
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64

Itasca County 5-year Plan

REVISED: 2/1/2022

CONSTRUCTION PROJECTS FOR					2026					
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 140	Bridge 88193	–	Bridge Replacement	\$500,000			\$100,000	\$400,000		34
CR 340	CSAH 52 to end of pavement	0.35	Bituminous Overlay	\$35,000			\$35,000			71
CR 533	TH 1 to end of pavement	2.2	Bituminous Overlay	\$225,000			\$225,000			93
CSAH 17	Bridge 7146	–	Bridge Replacement	\$600,000	\$300,000			\$300,000		16
CSAH 52	CR 340 to TH 65	13.0	Base & Bituminous	\$3,900,000	\$3,900,000					71 & 72
CSAH 52	CSAH 7 to CR 340	7.3	Bituminous Overlay	\$750,000	\$750,000					60 & 71
CSAH 67	Jane Lane to Hughes Road	1.5	Reconsruction	\$750,000	\$750,000					17
CSAH 86	TH 65 to Alley East of 4th St	0.2	Bituminous Rehab & ADA	\$150,000		\$150,000				41
CSAH 92	(CR 142) 0.15 miles E. of CR 256 to CSAH 19	1.2	Base & Bituminous	\$350,000	\$350,000					35, 36

PROJECTED STATE AID BALANCE

State Aid Balance End of 2025	\$350,000
State Aid Allotment for Year 2026	\$5,800,000
Transfer from Municipal Construction	
Engineering	\$250,000
State Aid Construction for Year 2026	\$6,050,000
State Aid Balance End of 2026	-\$150,000

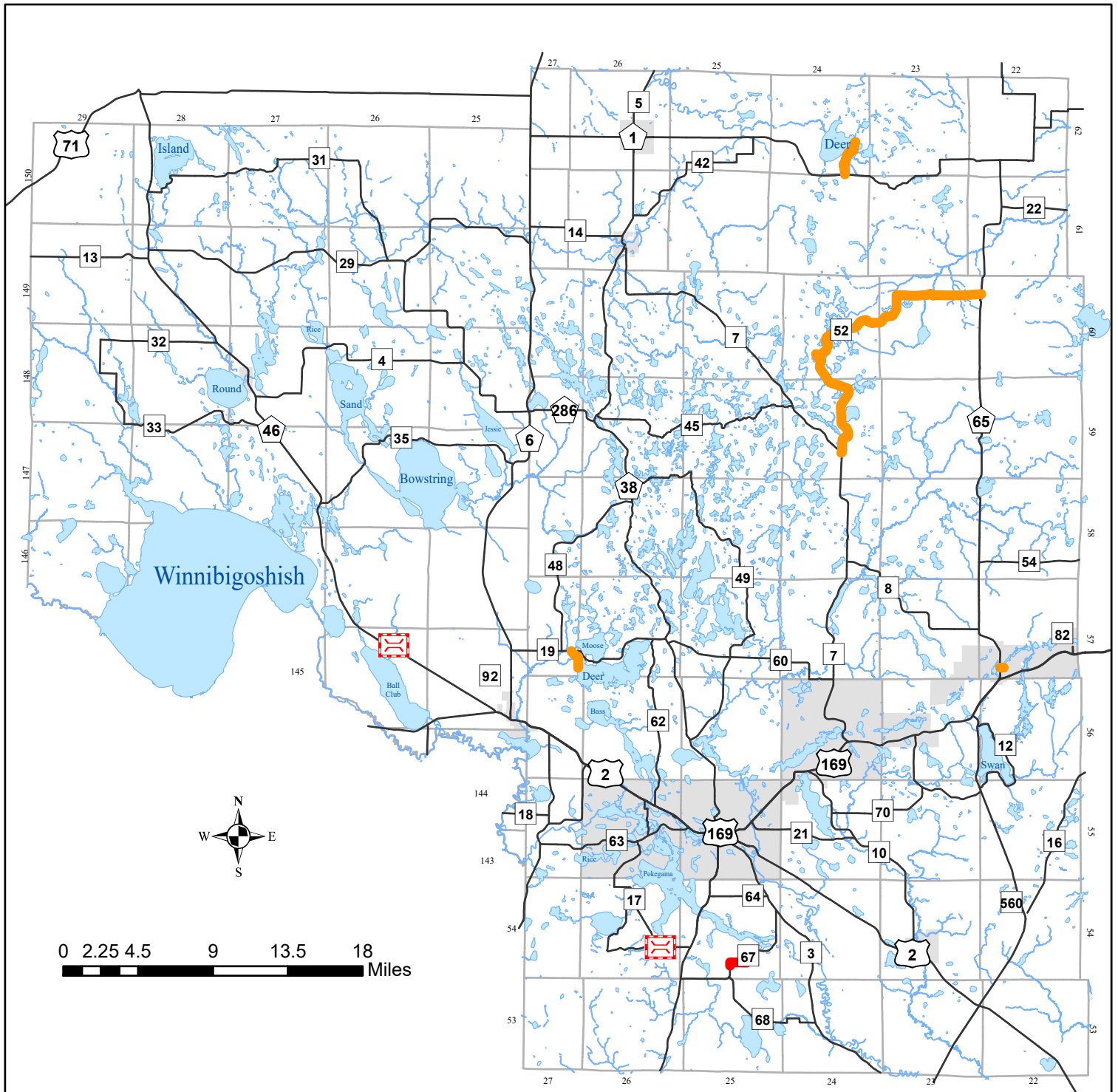
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2025	-\$90,000
County Preservation Allotment for Year 2026	\$680,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2026	\$510,000
County Preservation Balance End of 2026	\$510,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2025	-\$200,000
Municipal State Aid Allotment for Year 2026	\$850,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2026	\$150,000
Municipal State Aid Balance End of 2026	\$500,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2026



0 2.25 4.5 9 13.5 18 Miles

Road Number	LOCATION
CR 140	Bridge 88193 over unnamed stream
CR 340	CSAH 52 to end of pavement
CR 533	TH 1 to end of pavement
CSAH 17	Bridge 7146 over Pokegama Lake
CSAH 52	CR 340 to TH 65
CSAH 52	CSAH 7 to CR 340
CSAH 67	Jane Lane to Hughes Road
CSAH 86	TH 65 to Alley East of 4th St.
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19

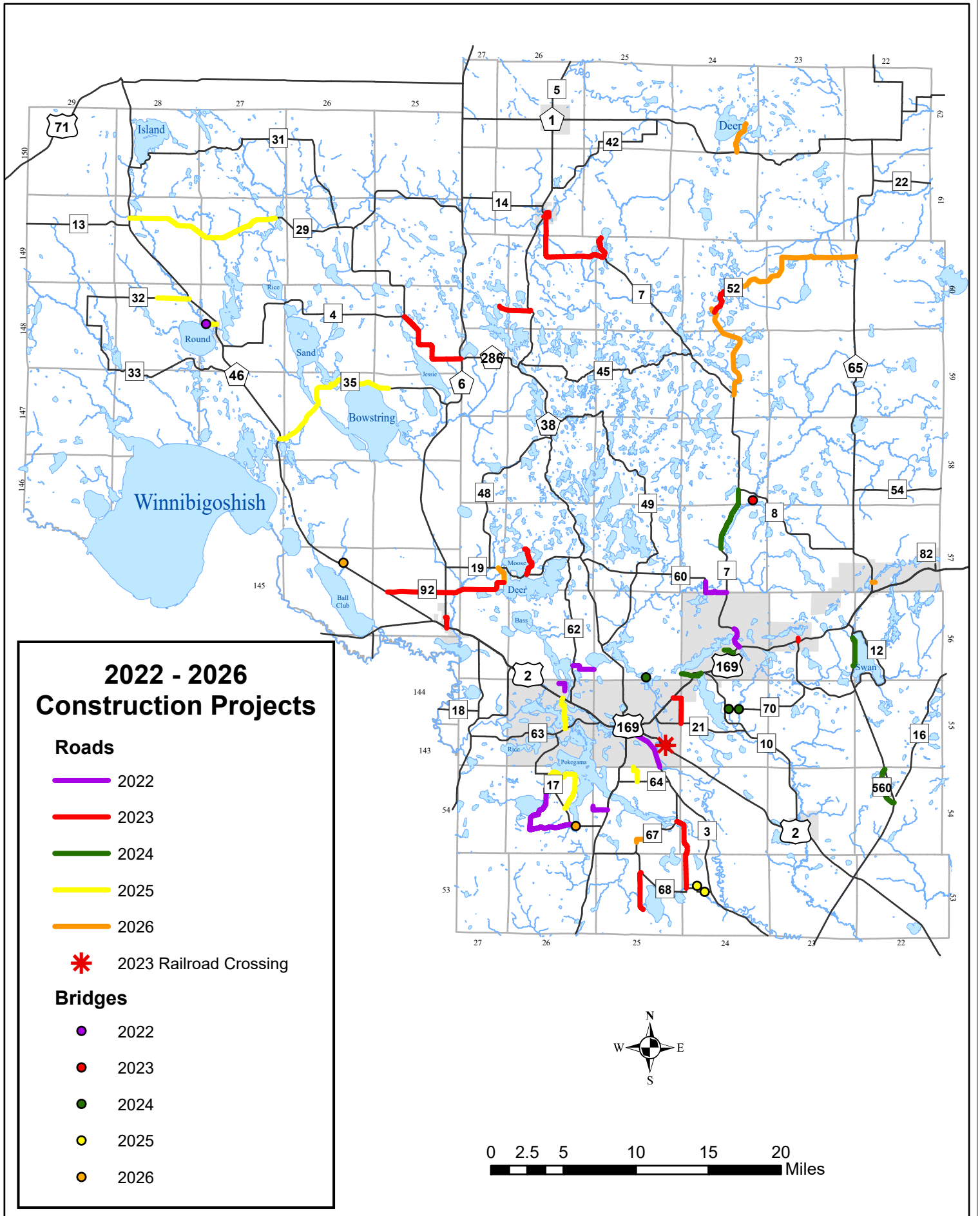
2026 Construction Projects

 Bridge Replacement

 Bituminous

 Reconstruction

ITASCA COUNTY CONSTRUCTION PROJECTS 2022 - 2026



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

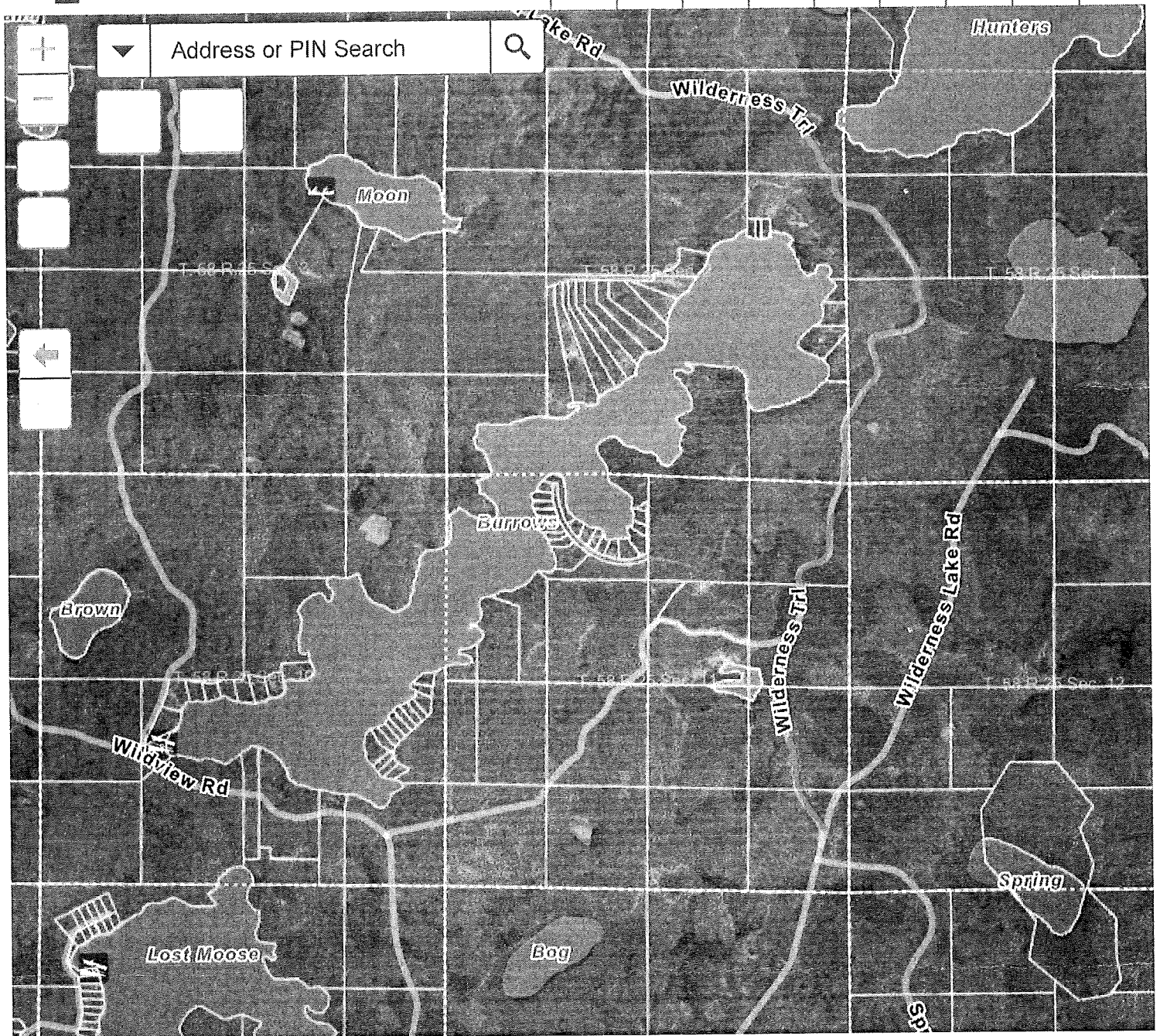
John & Susan Merril
29653 Briezen Trail
1 218 910 9107

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

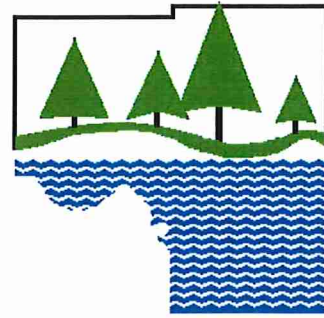


0.4mi

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 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 8, 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
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1971

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2236

DEPARTMENT: Administrative Services

PRESENTER: Loren Solberg

TIME REQUESTED: 15 Minutes

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

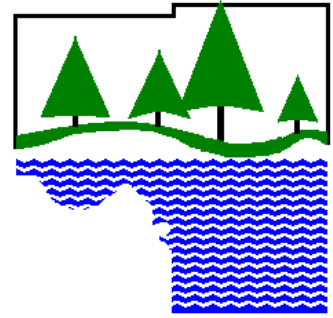
1. 2022 Legislative Priorities FINAL

RESULT:

INFORMATIONAL - NO ACTION TAKEN

ITASCA COUNTY

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



Itasca County 2022 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts
- Hwy 169 – Support efforts for double lane completion
- Increased PILT reimbursement
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 30%.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties: DHS did add the ability for the County to Appeal but DHS specifically states that the appeal cannot be on the determination that it is clinically appropriate for a client to be discharged – which completely defeats the reason for the appeal process. We will still get a \$40,000 per month bill on these clients with no appeal process – or any reimbursement mechanism.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2270

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Welcome new employee, Lisa Fisher, Medical Claims Examiner, IMCare Division, Health & Human Services Department effective February 28, 2022.
- Congratulations to Ronda Patton who accepted a job change from Public Health Nurse to Managed Care Nurse, IMCare Division, Health & Human Services Department effective March 6, 2022.
- Welcome new employee, Hunter Brooks, Deputy Sheriff/Road Deputy, Itasca County Sheriff Department effective March 7, 2022.
- Welcome new employee, Janet Borth, HR Assistant, Human Resources Department effective March 7, 2022.
- Congratulations to Mary Chambers who accepted a job change from Eligibility Specialist, Family Services Division to Data/Project Coordinator, IMCare Division, Health & Human Services Department effective March 6, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2141

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of March 11, 2022, in the amount of \$480,499.96.

BACKGROUND:

N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2105

DEPARTMENT: Health & Human Services

PRESENTER: Kelly Chandler

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID report 3-8-2022

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

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

Tuesday, March 8, 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
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RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

RESOLUTION 2022-18

**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.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

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

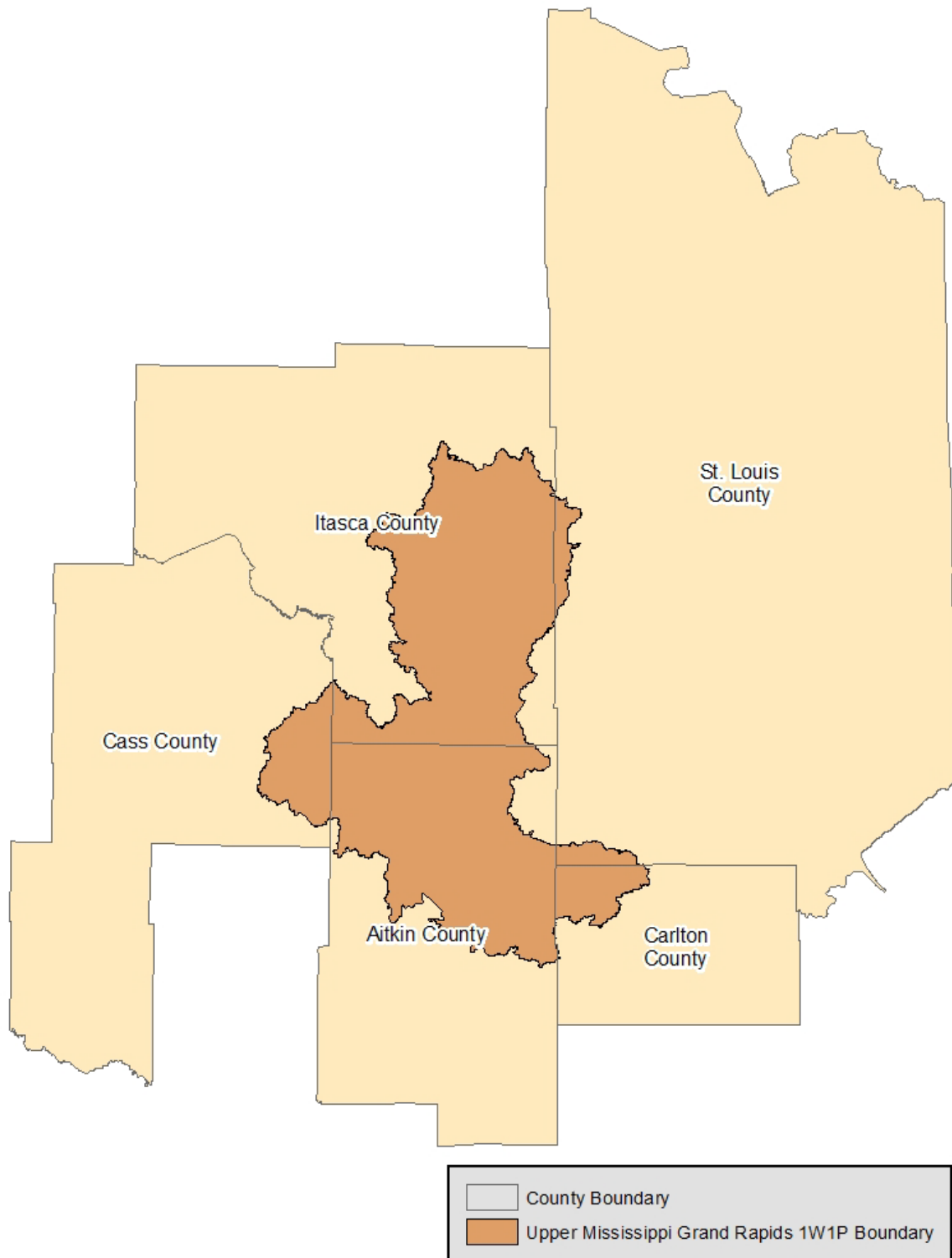
I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of March A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 8th day of March A.D. 2022.

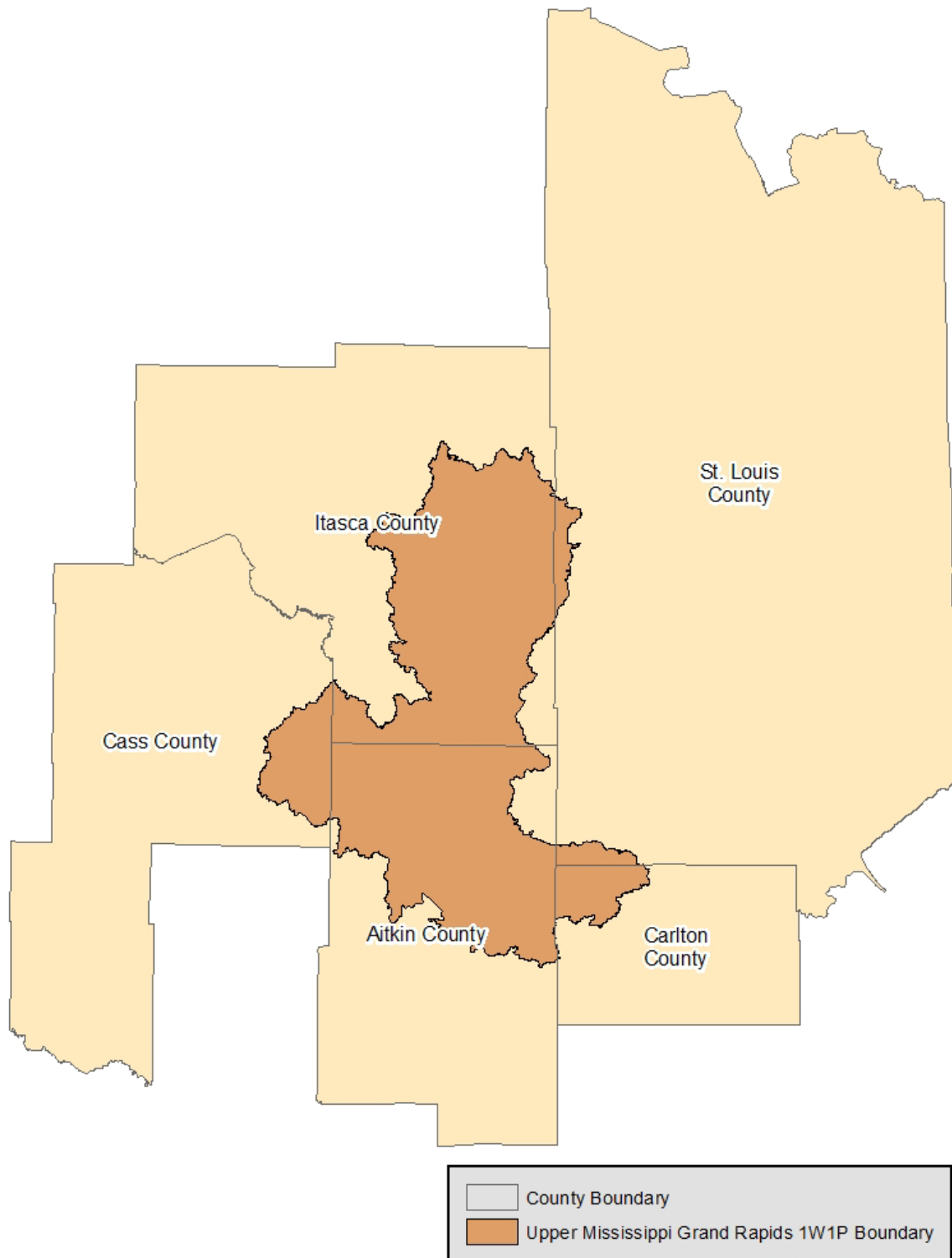


Administrator

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

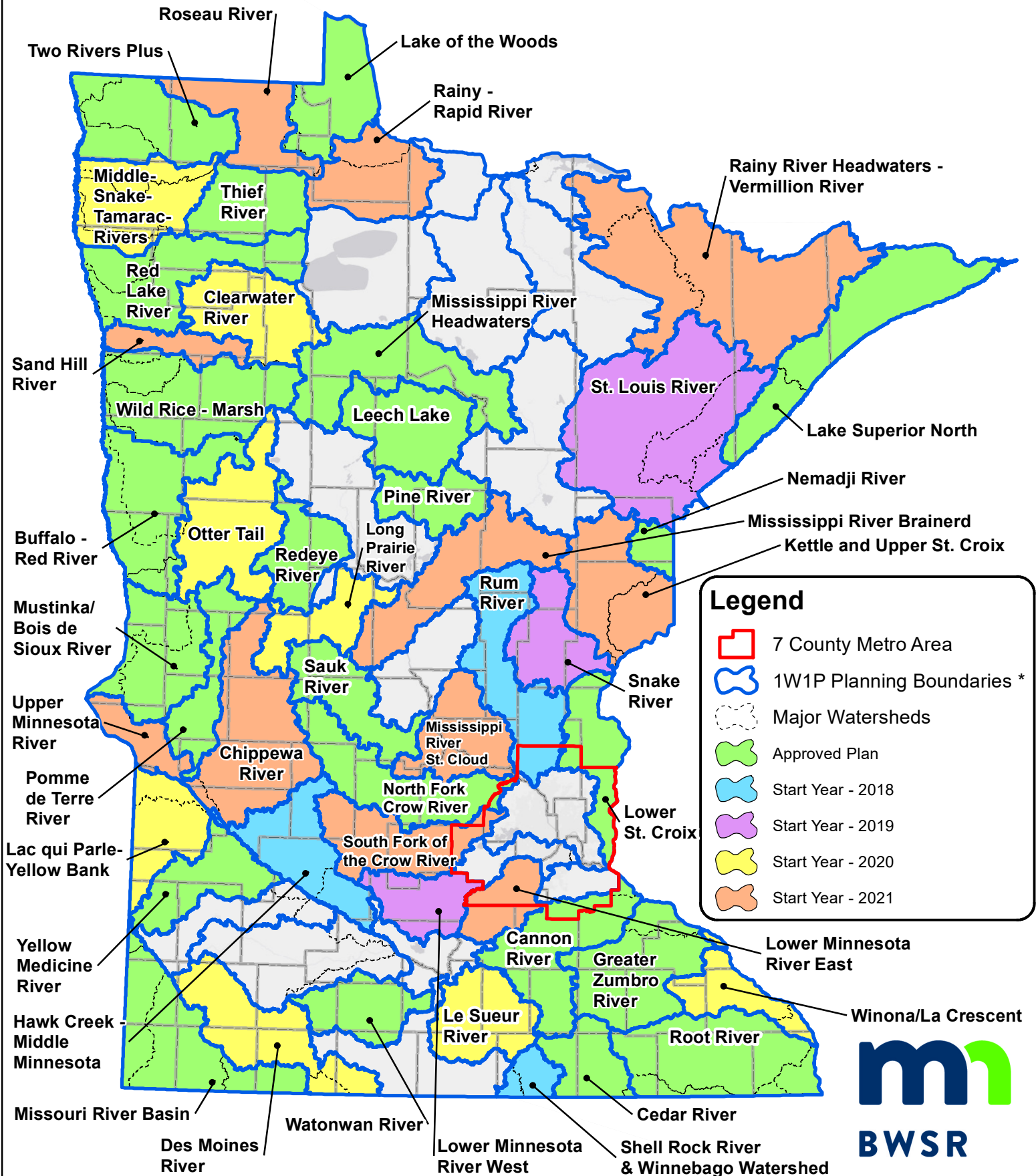


Mississippi River Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)



One Watershed, One Plan

Participating Watersheds



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

November 2021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2271

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

2022 S. Lake Phase 2 Paved Trail Contract

BOARD ACTION REQUESTED:

Approve professional service contract with S.E.H. for engineering design, bid administration, and construction management services for the not to exceed amount of \$10,545.80 for Phase 2 of the S. Lake Paved trail, and authorize necessary signatures.

BACKGROUND:

The initial engineering was contracted with S.E.H in 2021, \$10,545.80 is remaining out of the total project engineering/ construction management cost of \$26,500.00. This is a joint project with the Land Department, CEDA, the City of S. Lake, and the Leech Lake Band of Ojibwe. All grant obligations are fulfilled, and the full project is scheduled to be completed by June 30th, 2022. The project is ready for advertisement and awarding of bids, and the parties involved would like to continue working with S.E.H to finish this project on schedule.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. 2022 S Lake Phase 2 Trail SEH Contract Package

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

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ____ day of _____, 20__, by and between the County of Itasca, herein called the "County," and Short Elliot Hendrickson (SEH), Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 321 NE 5th St, Grand Rapids, MN 55744, herein called the "Vendor."

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from Jan 1, 2022 to July 30, 2022, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$10,545.80 (remaining from total project amount of \$26,500) for the current term.

F.1 INCREASE

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

G.1 PAYMENT

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

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

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

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

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

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

J.1.8 Indemnification Clause

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

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

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

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn.

Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

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

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

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

U.1 EXECUTION

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

Dated this _____ day of _____, _____.

(Vendor Name)

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

EXHIBIT A

SPECIAL CONDITIONS

INTRODUCTION

Itasca County (COUNTY) is soliciting engineering and construction services from Short Elliot Hendrickson (VENDOR) to provide professional engineering and construction phase services related to the construction of the Squaw Lake (S. Lake) Recreational Trail Phase 2.

ARTICLE 1. TERM OF AGREEMENT:

- A. Effective Date: January 1st, 2021, or the date of “Notice to Proceed” from COUNTY, whichever is later.
- B. Paved Trail Work Completion Date: June 30th, 2022
- C. SEH Contract Expiration Date: July 30th, 2022
- D. Project Amount Remaining: **Not to Exceed \$10,545.80**

ARTICLE 2. SCOPE OF WORK:

This project consists of design and construction services for Recreational Trail Phase 2 of the non-motorized multi-use corridor trail in S. Lake. This will be a .25-mile segment of bituminous trail. The project consists of engineering and design, bid and award process, construction management services, and project close-out. See attached proposal from Short Elliot Hendrickson in Appendix A for additional project details.

ARTICLE 3. PROJECT PHASES:

- A. Phase I – Design Services
 - 1. Site observation visit & Client Meeting.
 - VENDOR will coordinate with COUNTY for an on-site visit to develop layout for the topographic survey, preliminary designs, and construction design plans.
 - 2. Preliminary and Background Drawings.
 - VENDOR will provide background and draft drawings for COUNTY’s review and approval.
 - Drawings will be sent by VENDOR to MN/DOT District 2 right-of-way and traffic office for final approval.
- B. Phase II –Construction Documents.
 - 1. Construction Documents, Drawings, Bid Documents, Cost Estimate and Specifications
 - VENDOR will provide construction documents, prepare cost estimates, and develop final drawings, specifications, and bidding documents for the project.
 - 2. Permitting.
 - VENDOR will prepare owner portion of the MPCA / NPDES Construction Permit.
- C. Phase III – Bid and Award
 - 1. Distribution of bidding documents.
 - VENDOR will provide bid documents, advertise, and distribute to potential bidders as specified by COUNTY’s bidding policies.
 - 2. Contractor Questions.

- VENDOR will receive, answer, and document all construction contractor questions pertaining to the project.
- 3. Assist/Conduct Bid openings.
 - VENDOR will work with COUNTY in evaluation of the lowest responsible bidder and their ability to perform the work required. A recommendation will be submitted by VENDOR to COUNTY for Itasca County Board approval.
- D. Phase IV – Construction Administration.
 1. Conduct pre-construction meeting.
 - VENDOR will hold a pre-construction meeting with successful contractor and COUNTY to document and answer contractor questions.
 2. Review Contractor Submittals.
 - VENDOR will be responsible for reviewing and documenting all contractor submittals to assure the materials and construction plans and timelines meet specifications.
 3. Process Pay Requests.
 - VENDOR will review and process pay requests throughout project to verify that the construction contractor stays within budget.
 - VENDOR will notify COUNTY in a timely manner if project budget is projected to meet or surpass “not-to-exceed” section of this Agreement.
 4. Periodic construction inspections.
 - VENDOR will provide periodic on-site observations and inspections during the construction process, as needed. Notes and documents will be provided to contractor and COUNTY.
- E. Phase V – Project Close Out.
 1. Final inspection and Punch list.
 - VENDOR will provide a final punch list to review final inspection.
 - VENDOR will provide a final inspection with contractor and COUNTY.
 - VENDOR will review close-out documents and warranties with COUNTY.
 - VENDOR will process final pay request in a timely manner by providing documentation to COUNTY for grant reimbursements.

ARTICLE 4. DELIVERABLES BY VENDOR:

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

ARTICLE 5. CONSIDERATION OF PAYMENT:

- A. Consideration of all professional services performed and good or materials supplied by VENDOR will be paid by COUNTY by two structure fee bases.
 1. Lump sum fee of \$15,500 for the topographic survey and final design services which includes:
 - Gopher State One Call for underground utilities.
 - Topographic site survey from the centerline of Highway 46 to the west right of way line for the project limits.
 - Research and drafting of State right-of-way for length of trail.
 - Coordinate geotechnical contractor for soil borings, if required.
 - Complete preliminary design to verify alignment and prepare location drawing.

- Prepare preliminary design for use in obtaining additional funding for the project
 - Complete final design of the trail.
 - Preparation of construction plans, specifications, and bidding documents in accordance with state bike trail regulations.
 - Additional plan review or project requirements for federal funding conditions.
 - Prepare owner portion of the MPCA / NPDES Construction Permit.
 - Bidding services according to COUNTY policy.
2. An hourly fee basis provided for VENDOR construction services, not-to-exceed \$11,000, includes:
- Preconstruction meeting.
 - Construction staking.
 - Resident Project Representative (RPR) as needed.
 - On-site inspection services, this will be part-time as needed.
 - Coordinate material testing (testing by contractors).
 - Preparing pay estimates and weekly reports.
 - Construction administration in accordance with MN/DOT Construction Administration Manual.
 - Project closeout.

B. VENDOR shall provide invoices on a monthly basis.

ARTICLE 6. TERMS OF PAYMENT:

- A. VENDOR will submit to the COUNTY an itemized detailed invoice of work performed when submitting monthly invoices.
- B. Retainage: Payments to VENDOR will be made based on invoices submitted monthly.
- C. VENDOR will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.
- D. Definition of hourly “not-to-exceed” fee structure: VENDOR shall be paid for every hour that employees of VENDOR have actually performed work on the project. The hourly rates for all employees shall be provided by the VENDOR within 14 days of signing Agreement. VENDOR shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses etc. All hourly fee services are subject to the **“not-to-exceed”** amount in the Service Contract Agreement. VENDOR is responsible for tracking all project expenditures and notifying COUNTY in a timely manner if project budget is projected to meet or surpass “not-to-exceed” amount. VENDOR is not authorized to surpass “not-to-exceed” amount on project without COUNTY’s prior approval and VENDOR assumes all liability for said incurred expenses surpassing “not-to-exceed” amount which are not given prior authorization by COUNTY.
- E. COUNTY may end VENDOR services at any time, at which all costs incurred per Item D above by VENDOR will be paid.

ARTICLE 7. AGREEMENT PERSONNEL:

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

Name: Jayson T. Newman | PE (MN)
Title: Civil Engineer
Address: 1200 SE 4th Avenue, Suite 200
Grand Rapids, MN 55744
Phone: 218-322-4518 (direct)
218-355-0020 (cell)
Fax: 888-908-8166
Email: jnewman@sehinc.com

Name: Bob Beaver, PE (MN)
Title: Senior Project Manager | Principal
Address: 1200 SE 4th Avenue, Suite 200
Grand Rapids, MN 55744
Phone: 218-322-4502 (direct)
218-259-5018 (cell)
Fax: 888-908-8166
Email: bbeaver@sehinc.com

ARTICLE 8. COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

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

Name: Kory Cease
Title: Itasca County Land Commissioner
Address: 1177 LaPrairie Avenue
Grand Rapids, MN 55744
Phone: 218-327-7392
Email: kory.cease@co.itasca.mn.us

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

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

Name: Sara Thompson
Title: Forest Recreation Specialist
Address: 1177 LaPrairie Avenue
Grand Rapids, MN 55744
Phone: 218-327-7393 (direct)
218-398-5471 (cell)
Email: sara.thompson@co.itasca.mn.us

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

March 29, 2021

RE: Itasca County Land Commission
Squaw Lake Multi-Use Trail – Phase 2
Engineering Services Proposal
SEH Proj #: ITCLC Common

Kory Cease
Itasca County Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, MN 55744
Sent Via email: kory.cease@co.itasca.mn.us

Dear Kory,

Itasca County has been working on a County wide trail plan that helps to identify areas that would benefit from the construction of multi-use trails. A 0.25 mile segment in Squaw Lake has been identified as a high need location, due to the high amount of pedestrian traffic and an ATV trail in the area. Trail will be located within the State right of way of Highway 46, and will be located from approximately the former Hill Restaurant parcel and ending at the Popple River Bridge. A section of the trail will use the existing bituminous Village Road. This trail segment is Phase 2. Phase 1 was constructed in 2016 ending at the former Hill Restaurant parcel. This proposal covers the engineering and surveying services needed to design and construct this trail segment (see attached map).

Scope of Services:

Topographic Survey: Activities completed under the Topographic Survey portion of the project are as follows:

- Gopher State One Call for underground utilities
- Topographic site survey from the centerline of Highway 46 to the west right of way line for the project limits
- Research and drafting of State right of way for length of trail

Final Design: Activities completed under the Trail Design portion of the project are as follows:

- Coordinate Geotechnical consultant for soil borings if required. Consultant fee would be billed directly to Land Department. No trail retaining wall is anticipated that would require a soil boring.
- Complete preliminary design to verify alignment and prepare location drawing
- Prepare preliminary design for use in obtaining additional funding for the project
- Complete final design of the trail
- Preparation of construction plans, specifications and bidding documents in accordance with state bike regulations
- It is known that Federal funding will be used on the project and that will require additional plan review or project requirements.
- Prepare owner portion of the MPCA / NPDES Construction Permit
- Bidding services

Construction Services: Activities completed under the Construction Services portion of the project are as follows:

- Preconstruction meeting
- Construction Staking
- Resident Project Representative (RPR) as needed
 - On-site inspection services as needed. It is assumed that this will be part-time
 - Coordinate material testing (testing completed by others)
 - Pay estimates and weekly reports
 - Construction administration in accordance with Mn/DOT Construction Administration Manual
 - Project Closeout

SEH Fee:

Lump Sum:

SEH will provide the topographic survey and final design services described in this letter proposal for lump sum fees as follows:

Topographic Survey	\$ 3,500.00
<u>Final Design</u>	<u>\$ 12,000.00</u>

Lump Sum Total \$ 15,500.00

Hourly:

SEH will provide the construction services described in this letter proposal for estimated hourly fees as follows:

<u>Construction Services</u>	<u>\$ 11,000.00</u>
------------------------------	---------------------

Hourly Total \$ 11,000.00

Hourly tasks will be billed based on the attached rate table.

Project Total \$ 26,500.00

Balance remaining as of 3/4/2022 \$ 10,545.80

It is our understanding that the land department will be responsible for the limited use permit amendment. It has been predetermined that no private easements will be required for this project (MnDOT right way only).

If you have questions on any of the activities or fees, please call me at 218.355.0020. We look forward to working with you on this project.

Sincerely,
Short Elliott Hendrickson Inc.



Jayson Newman, PE
Project Engineer



Robert Beaver, PE
Principal

Accepted this _____ day of _____, 2021.

By: _____
Authorized Client Signature

Printed Name and Title

Attachments: 2021 Hourly Rate Table, General Conditions

SEH HOURLY BILLABLE RATES – 2021

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$170.00 - \$270.00
Project Manager	\$140.00 - \$240.00
Senior Project Specialist	\$135.00 - \$220.00
Project Specialist	\$100.00 - \$175.00
Senior Professional Engineer I	\$115.00 - \$180.00
Senior Professional Engineer II	\$140.00 - \$225.00
Professional Engineer	\$105.00 - \$165.00
Graduate Engineer	\$85.00 - \$135.00
Senior Architect	\$125.00 - \$210.00
Architect	\$110.00 - \$150.00
Graduate Architect	\$85.00 - \$110.00
Senior Landscape Architect	\$115.00 - \$170.00
Landscape Architect	\$95.00 - \$125.00
Graduate Landscape Architect	\$85.00 - \$100.00
Senior Scientist	\$130.00 - \$170.00
Scientist	\$90.00 - \$135.00
Graduate Scientist	\$80.00 - \$105.00
Senior Planner	\$130.00 - \$210.00
Planner	\$100.00 - \$150.00
Graduate Planner	\$90.00 - \$120.00
Senior GIS Analyst	\$110.00 - \$175.00
GIS Analyst	\$100.00 - \$120.00
Project Design Leader	\$120.00 - \$185.00
Lead Technician	\$105.00 - \$170.00
Senior Technician	\$90.00 - \$135.00
Technician	\$65.00 - \$115.00
Graphic Designer	\$90.00 - \$145.00
Administrative Professional	\$55.00 - \$130.00

CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Professional Land Surveyor	\$110.00 - \$160.00
Lead Resident Project Representative	\$95.00 - \$155.00
Senior Project Representative	\$90.00 - \$135.00
Project Representative	\$75.00 - \$125.00
Survey Crew Chief	\$85.00 - \$135.00
Survey Instrument Operator	\$60.00 - \$95.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.
The rates shown are subject to change.

Effective: January 1, 2021
Expires: December 31, 2021



SEH SCHEDULE OF EXPENSES – 2021

Vehicle Mileage Rates

2021 IRS Rate..... \$0.56/mile

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.50/hour + \$0.56/mile

Survey Equipment

Robotic Total Station.....\$30.00/hour

Global Positioning System (GPS).....\$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
- up to 30"x42"			40.00	
- larger than 40"x60"			75.00	
3-Ring Binder	size	2"	3"	4"
	cost	3.20	5.60	7.24
Machine Folding				0.02
Binding				
- wire				3.60
- comb				3.20
Covers				
- custom				0.15
- blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2272

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Chronic Wasting Disease (CWD) Letter of Support

BOARD ACTION REQUESTED:

Approve sending a Letter of Support regarding Chronic Wasting Disease (CWD) and authorize County Board Chair signature.

BACKGROUND:

Attached is a copy of the draft letter and the proposed legislative files.

COUNTY ATTORNEY REVIEW: N/A

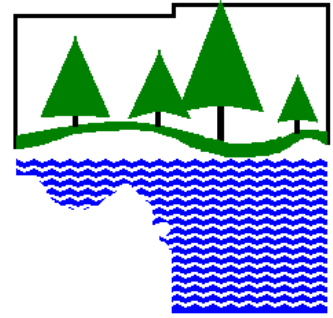
SUPPORTING DOCUMENTATION:

1. CWD Letter of Support
2. HF2814
3. SF3037

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

ITASCA COUNTY

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



March 8, 2022

Dear Representative/Senator,

Itasca County Commissioners have long heard about the potential devastating effects Chronic Wasting Disease (CWD) could have on our cervid (whitetail deer) population. This concern is now amplified with CWD found in Beltrami County cervid farm. While we certainly support the livelihood these farms provide, it could be through these farms that the disease is propagated and potentially spread to the wild deer herd.

Itasca County supports the Legislative efforts to control and stop the spread of CWD. We support the current legislative language proposed in HF 2814 and SF 3037 as well as legislation to prohibit new captive deer farms.

Protecting the tradition of deer hunting as well as mitigating risk on the negative economic impacts the spread of CWD would have on our business community is of paramount importance to the Itasca County Board of Commissioners. Again, we support Legislative energies and commitments to stopping the spread of this terrible disease.

Respectfully,

Terry Snyder, Chair
Itasca County Board of Commissioners

This Document can be made available
in alternative formats upon request

State of Minnesota
HOUSE OF REPRESENTATIVES
NINETY-SECOND SESSION

H. F. No. 2814

01/31/2022 Authored by Ecklund; Becker-Finn; Hansen, R.; Greenman; Sundin and others

The bill was read for the first time and referred to the Committee on Agriculture Finance and Policy

02/17/2022 Adoption of Report: Re-referred to the Committee on Environment and Natural Resources Finance and Policy without further recommendation

1.1 A bill for an act

1.2 relating to animal health; modifying requirements for certain owners of farmed
1.3 Cervidae; requiring live-animal testing for chronic wasting disease; appropriating
1.4 money; amending Minnesota Statutes 2021 Supplement, section 35.155, subdivision
1.5 11.

1.6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.7 Section 1. Minnesota Statutes 2021 Supplement, section 35.155, subdivision 11, is amended
1.8 to read:

1.9 Subd. 11. **Mandatory surveillance for chronic wasting disease; depopulation.** (a)

1.10 An inventory for each farmed Cervidae herd must be verified by an accredited veterinarian
1.11 and filed with the Board of Animal Health every 12 months.

1.12 (b) Movement of farmed Cervidae from any premises to another location must be reported
1.13 to the Board of Animal Health within 14 days of the movement on forms approved by the
1.14 Board of Animal Health.

1.15 (c) All animals from farmed Cervidae herds that are over 12 months of age that die or
1.16 are slaughtered must be tested for chronic wasting disease.

1.17 (d) The owner of a premises where chronic wasting disease is detected must:

1.18 (1) depopulate the premises of Cervidae after the federal indemnification process has
1.19 been completed or, if an indemnification application is not submitted, within a reasonable
1.20 time determined by the board in consultation with the commissioner of natural resources;

1.21 (2) maintain the fencing required under subdivision 4 on the premises for five years after
1.22 the date of detection; and

- 2.1 (3) post the fencing on the premises with biohazard signs as directed by the board;
- 2.2 (4) prior to any sale or transfer of the premises, test the soil for evidence of chronic
- 2.3 wasting disease using a method approved by the board and report the results to the board;
- 2.4 and
- 2.5 (5) record with the county recorder or registrar of titles a notice, in the form required by
- 2.6 the board, that includes the location and legal description of the premises, the date of
- 2.7 detection, the date of depopulation, the landowner requirements under this paragraph, and
- 2.8 any other information required by the board.

2.9 **Sec. 2. WHITE-TAILED DEER TESTING REQUIRED; CHRONIC WASTING**

2.10 **DISEASE.**

2.11 **Subdivision 1. Live-animal testing.** No later than October 1, 2022, an owner of farmed

2.12 white-tailed deer registered with the Board of Animal Health under Minnesota Statutes,

2.13 section 35.155, must have each farmed white-tailed deer tested for chronic wasting disease

2.14 using a real-time quaking-induced conversion (RT-QuIC) test and report the results to the

2.15 Board of Animal Health in the form required by the board. If a white-tailed deer tests

2.16 positive, the owner must have the animal tested a second time using an RT-QuIC test.

2.17 **Subd. 2. Postmortem testing.** If a farmed white-tailed deer tests positive twice under

2.18 subdivision 1, the owner must have the animal destroyed and tested for chronic wasting

2.19 disease using a postmortem test approved by the Board of Animal Health.

2.20 **Subd. 3. Herd depopulation.** If a farmed white-tailed deer tests positive for chronic

2.21 wasting disease under subdivision 2, the owner must depopulate the premises of farmed

2.22 Cervidae as required under Minnesota Statutes, section 35.155.

2.23 **Sec. 3. APPROPRIATION.**

2.24 **\$250,000 in fiscal year 2023 is appropriated from the general fund to the Board of Animal**

2.25 **Health for purposes of this act. The board must enter into an agreement with the University**

2.26 **of Minnesota Veterinary Diagnostic Laboratory and compensate the laboratory for the**

2.27 **RT-QuIC testing required under this act. This is a onetime appropriation.**

**SENATE
STATE OF MINNESOTA
NINETY-SECOND SESSION**

S.F. No. 3037

(SENATE AUTHORS: MARTY, Hawj and Bigham)

DATE
02/10/2022

D-PG
4965

Introduction and first reading
Referred to Agriculture and Rural Development Finance and Policy

OFFICIAL STATUS

- 1.1 A bill for an act
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- 1.3 Cervidae; requiring live-animal testing for chronic wasting disease; appropriating
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- 1.16 are slaughtered must be tested for chronic wasting disease.
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- 1.19 been completed or, if an indemnification application is not submitted, within a reasonable
- 1.20 time determined by the board in consultation with the commissioner of natural resources;
- 1.21 (2) maintain the fencing required under subdivision 4 on the premises for five years after
- 1.22 the date of detection; ~~and~~

- 2.1 (3) post the fencing on the premises with biohazard signs as directed by the board;
- 2.2 (4) prior to any sale or transfer of the premises, test the soil for evidence of chronic
- 2.3 wasting disease using a method approved by the board and report the results to the board;
- 2.4 and
- 2.5 (5) record with the county recorder or registrar of titles a notice, in the form required by
- 2.6 the board, that includes the location and legal description of the premises, the date of
- 2.7 detection, the date of depopulation, the landowner requirements under this paragraph, and
- 2.8 any other information required by the board.

2.9 **Sec. 2. WHITE-TAILED DEER TESTING REQUIRED; CHRONIC WASTING**

2.10 **DISEASE.**

2.11 Subdivision 1. Live-animal testing. No later than October 1, 2022, an owner of farmed

2.12 white-tailed deer registered with the Board of Animal Health under Minnesota Statutes,

2.13 section 35.155, must have each farmed white-tailed deer tested for chronic wasting disease

2.14 using a real-time quaking-induced conversion (RT-QuIC) test and report the results to the

2.15 Board of Animal Health in the form required by the board. If a white-tailed deer tests

2.16 positive, the owner must have the animal tested a second time using an RT-QuIC test.

2.17 Subd. 2. Postmortem testing. If a farmed white-tailed deer tests positive twice under

2.18 subdivision 1, the owner must have the animal destroyed and tested for chronic wasting

2.19 disease using a postmortem test approved by the Board of Animal Health.

2.20 Subd. 3. Herd depopulation. If a farmed white-tailed deer tests positive for chronic

2.21 wasting disease under subdivision 2, the owner must depopulate the premises of farmed

2.22 Cervidae as required under Minnesota Statutes, section 35.155.

2.23 **Sec. 3. APPROPRIATION.**

2.24 \$250,000 in fiscal year 2023 is appropriated from the general fund to the Board of Animal

2.25 Health for purposes of this act. The board must enter into an agreement with the University

2.26 of Minnesota Veterinary Diagnostic Laboratory and compensate the laboratory for the

2.27 RT-QuIC testing required under this act. This is a onetime appropriation.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2274

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Schedule Special Session

BOARD ACTION REQUESTED:

Schedule a Special 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 its attorney in reference to ERPI Bankruptcy litigation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to schedule a Special 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 its attorney in reference to ERPI Bankruptcy litigation on Monday, March 14, 2022 at 8:00 AM in the Boardroom of the Itasca County Courthouse.