ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, November 26, 2024 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Absent	
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, November 19, 2024 County Board Work Session.

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.
2. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.
3. Authorize County Administrator Brett Skyles to sign the 2025 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of $109,504.40.
4. Approve Maintenance Agreement with Daikin and authorize necessary signatures.
5. Authorize the County Administrator to negotiate a starting wage offer for the new position of Facilities Manager up to Grade 13, Step 9, based on education and experience of top applicant for the position.
6. Approve tobacco license for Circle K #2746564, located at 105 SW 23rd Ave, Grand Rapids, MN 55744.
7. Approve the 2025 Liquor/Tobacco License renewals for establishments in Itasca County.
8. Accept the Minutes of the September 12, 2024 HHS Advisory Committee Meeting.
9. Approve final payment for Contract 59832, a bridge replacement project on CR 336, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
10. Approve final payment for Contract 63512 - 2024 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.
11. Approve final payment for Contract 65205, a grading and base project on CSAH 52, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
12. Approve amendment #8 to Thistledew Camp Lease #9887 between Itasca County and Department of Corrections, and authorize necessary signatures.
13. Approve an updated Recreational Snowmobile Trail License with Glacier Park Iron Ore Properties, LLC (GPIOP) in sections in Section 34 of T56N R23W and authorize necessary signatures.
14. Approve the updated Itasca County Timber Sale Policy.

VI. REGULAR AGENDA

1. Citizen Input

   Nick Hanson provided input on Kootasca Community Action.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. Recognition of County Employees

   Welcome to Jessi Bloom, a new Probation Officer for the Probation Department, which was effective November 18, 2024.

   Welcome to Arbaz Mohammed, the new Civil Design Engineer for the Transportation Department, which was effective November 18, 2024.

   Congratulations to Brandon Nelson, who transferred from Mechanic/Welder to Highway Maintenance Worker with the Transportation Department, which was effective November 10, 2024.

   Welcome to Robert Kubeczko, a new Highway Maintenance Worker for the Transportation Department, which was effective November 25, 2024.

Welcome to Nikki Andrews, the new Legal Secretary for the Attorney's Department, which was effective November 25, 2024.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of November 27, 2024, in the amount of $12,298,898.39.

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

4. ICHHS Warrants

Motion To: Approve the ICHHS Warrants with a check date of November 27, 2024, in the amount of $1,520,088.07.

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

5. American Rescue Plan (ARP) Request - Itasca County Sheriff's Office

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of $20,000, from the Itasca County Sheriff's Office for the Safe Road Zone Funding (US Hwy 169 Traffic Safety).

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

6. American Rescue Plan (ARP) Request - Bigfork Valley Community Foundation for an Edge Center

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of $10,000, from the Bigfork Valley Community Foundation for an Edge Center for the Arts Storage project.

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

7. American Rescue Plan (ARP) Request - Marcell Family Center

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of $7000, from the Marcell Family Center for an HVAC/Efficiency Improvement Phase II project.

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

8. NW MN Juvenile Center Board Appointments

Motion To: Approve the appointments of Sheriff Joe Dasovich and Commissioner Johnson as Board members with Chief Deputy Chris Peterson and Health & Human Services Director Eric Villeneuve as alternates for an indefinite term; reaffirmed yearly.

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

9. IEDC 2024 Final Report

Tamara Lowney, President/CEO, Matt Shermoen, Business Development Manager, and Dan Gile, Business Consultant presented IEDC 2024 Final Report.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Amber Silliman, RN, QI/UM Director, provided a County Based Purchasing (IMCARE) Division update.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. Protective Footwear Policy

Motion To: Approve the Protective Footwear Policy.

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

12. Department of Surveying and Mapping Update

Guy Carlson, County Surveyor, provided a 2024 Department of Surveying and Mapping Annual Report.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

13. "A Peace of My Mind" presentation/exhibit

Jim Cagle from Rapids Rising presented information regarding "A Peace of My Mind."

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

14. Northland Reliability Project

Zach Golkowski and Mike Putney, Minnesota Power Representatives, presented information on the Northland Reliability Project.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMISSIONER COMMENTS

Commissioner Johnson reported on the Legislative Luncheon, the county's creative approach to expanding/enhancing childcare in Itasca County, and on the Veterans Service Office looking at using a former bus to help transport Veterans if the bus is deemed reliable.

RECESS

Chair Johnson recessed the meeting at 3:59 PM.

RECONVENE

Chair Johnson reconvened the meeting at 4:04 PM, with all members present except Smith absent and District #4 vacant.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations

Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.03 Re: Labor Negotiations.

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

Others Present: County Administrator Brett Skyles and Labor Attorney Scott Lepak.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:22 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, November 26, 2024

RESOLUTION 2024-46

RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.055 provides for the establishment of compensation for services and per diems rendered by County Commissioners in all Minnesota Counties except Hennepin and Ramsey; and,

WHEREAS, the Itasca County Board of Commissioners views the Nursing Home Board to be a function of the regular Commissioner duties; and,

WHEREAS, the Attorney General has opined (No. 124a, April 28, 1994, p.4) that an officer may not collect more than one days per diem pursuant to the same authority regardless of the number of hours spent performing work in a single day.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners will not receive per diems for the discharge of official duties for the Nursing Home Board.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall not collect more than one per diem per day while acting on any committee under the direction of the Board.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of November A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of November A.D. 2024.



Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, November 26, 2024

RESOLUTION 2024-47

RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.06 provides for the reimbursement of travel expenses incurred while County Commissioners are discharging their official duties while acting on any committee under the direction of the Board; and,

WHEREAS, County Commissioners are authorized to be reimbursed for mileage expense for using their personal automobile in discharging their official duties as County Commissioners while serving on a board, committee, or commission.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners shall be reimbursed for actual expenses incurred as outlined in the Itasca County Reimbursement for Expenses Policy while acting in the official duties of a County Commissioner under the direction of the County Board; and,

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall be reimbursed at the current Internal Revenue Service (IRS) rate for the use of their personal automobile while acting in their official duties or on a committee under the direction of the County Board.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of November A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of November A.D. 2024.

Administrator

November 26, 2024

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.9 – Additional Information

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, November 19, 2024 | 2:30 PM | Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Amend Item #6.3 (Declaration of Vacancy) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday, November 12, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve Maintenance Agreement with Daikin and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024**	**2:30 PM**

2. Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024**	**2:30 PM**

3. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024**	**2:30 PM**

4. Accept the Minutes of the September 12, 2024 HHS Advisory Committee Meeting.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024 2:30 PM**

5. Approve final payment for Contract 59832, a bridge replacement project on CR 336, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024 2:30 PM**

6. Approve final payment for Contract 63512 - 2024 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: 11/26/2024 2:30 PM**

7. Approve final payment for Contract 65205, a grading and base project on CSAH 52, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024 2:30 PM**

8. Approve amendment #8 to Thistledew Camp Lease #9887 between Itasca County and Department of Corrections, and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024 2:30 PM**

9. Approve an updated Recreational Snowmobile Trail License with Glacier Park Iron Ore Properties, LLC (GPIOP) in sections in Section 34 of T56N R23W and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024 2:30 PM**

10. Approve the updated Itasca County Timber Sale Policy.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 11/26/2024 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
   No Citizen input provided.

2. Commissioner Warrants
   Motion To: Approve Commissioner Warrants in the amount of $407,048.16.

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

3. Declaration of Vacancy
   Motion To: Declare a vacancy in the County Commissioner District 4 position, pursuant to MN Statutes 351.02.

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

Motion To: Call for the Special Election of February 11, 2025; should the need for a Primary Election arise, it will be held on February 11, 2025, and the Special Election will be on April 8, 2025.

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

4. Schedule of Itasca County Board Meetings

Motion To: Adopt the Resolution Re: Year 2025 Schedule of Itasca County Board Meetings, as amended to make all scheduled meetings Regular Sessions.

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

5. City of Grand Rapids Establishment of Tax Increment Financing District No. 1-1.

Motion To: Adopt the Resolution Re: Approving the City of Grand Rapids Establishment of Tax Increment Financing District No. 1.17: Oppidan Workforce Housing and Approving a Tax Increment Financing Plan Therefore.

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

6. CEDA 2024 Final Report.

Sarah Carling, CEDA Regional Manager, provided the Community and Economic Development Associates (CEDA) 2024 Final Report.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Resolution to Adopt and implement the Comprehensive Water Management Plan for the Upper Mississippi-Grand Rapids Watershed

Motion To: Adopt the Resolution Re: Support for the Adoption of the Upper Mississippi-Grand Rapids Comprehensive Watershed Management Plan and authorize necessary signatures.

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

8. Protective Footwear Policy.

Kory Johnson, Highway Maintenance Director, and Foster Thompson, Transportation Safety Specialist, presented information on having a Protective Footwear Policy.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

9. Out of State Travel

Motion To: Authorize out of state travel to Franklin, TN for Radio Tech Supervisor, Justin Derickson, to attend a 2-day tower lighting systems training.

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

10. Approve the 2025 Legislative Priorities

Brett Skyles, County Administrator, presented the 2025 Legislative Priorities.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMITTEE REPORTS

Commissioner Snyder reported on IEDC Board meeting, tour of Mesaba Metallics, Energy Transition meeting, Independent Mining meeting, Variance meeting with Planning Committee, County Extension meeting, and site visits with Planning Commission.

Commissioner Smith reported on taking several calls from Constituents, and Bowens Land Exchange.

Commissioner Venema reported on attending City of Grand Rapids Franchise Fee meeting.

Commissioner Johnson reported on attending Statewide Armor Grant meeting.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment thanking Austin Rohling, County Auditor/Treasurer and his staff for a job well done with Elections.

Commissioner Johnson provided comment regarding a meeting with Demcon Corporation.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Johnson adjourned the meeting at 4:11 PM.

ATTEST

John Johnson Chair of the County Board	Brett Skyles Clerk of the County Board

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1. Approve the minutes of the Tuesday, November 12, 2024 County Board Regular Session.

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1. Approve Maintenance Agreement with Daikin and authorize necessary signatures.

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4. Schedule of Itasca County Board Meetings

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5. City of Grand Rapids Establishment of Tax Increment Financing District No. 1-1.

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6. CEDA 2024 Final Report.

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RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Resolution to Adopt and implement the Comprehensive Water Management Plan for the Upper Mississippi-Grand Rapids Watershed

Motion To: Adopt the Resolution Re: Support for the Adoption of the Upper Mississippi-Grand Rapids Comprehensive Watershed Management Plan and authorize necessary signatures.

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RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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Motion To: Authorize out of state travel to Franklin, TN for Radio Tech Supervisor, Justin Derickson, to attend a 2-day tower lighting systems training.

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Brett Skyles, County Administrator, presented the 2025 Legislative Priorities.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMITTEE REPORTS

Commissioner Snyder reported on IEDC Board meeting, tour of Mesaba Metallics, Energy Transition meeting, Independent Mining meeting, Variance meeting with Planning Committee, County Extension meeting, and site visits with Planning Commission.

Commissioner Smith reported on taking several calls from Constituents, and Bowens Land Exchange.

Commissioner Venema reported on attending City of Grand Rapids Franchise Fee meeting.

Commissioner Johnson reported on attending Statewide Armor Grant meeting.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment thanking Austin Rohling, County Auditor/Treasurer and his staff for a job well done with Elections.

Commissioner Johnson provided comment regarding a meeting with Demcon Corporation.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Johnson adjourned the meeting at 4:11 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-451

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Per Diems

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, November 26, 2024

RESOLUTION 2024-46

RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.055 provides for the establishment of compensation for services and per diems rendered by County Commissioners in all Minnesota Counties except Hennepin and Ramsey; and,

WHEREAS, the Itasca County Board of Commissioners views the Nursing Home Board to be a function of the regular Commissioner duties; and,

WHEREAS, the Attorney General has opined (No. 124a, April 28, 1994, p.4) that an officer may not collect more than one days per diem pursuant to the same authority regardless of the number of hours spent performing work in a single day.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners will not receive per diems for the discharge of official duties for the Nursing Home Board.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall not collect more than one per diem per day while acting on any committee under the direction of the Board.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of November A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of November A.D. 2024.



Administrator

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-452

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Reimbursable Expenses

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, November 26, 2024

RESOLUTION 2024-47

RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.06 provides for the reimbursement of travel expenses incurred while County Commissioners are discharging their official duties while acting on any committee under the direction of the Board; and,

WHEREAS, County Commissioners are authorized to be reimbursed for mileage expense for using their personal automobile in discharging their official duties as County Commissioners while serving on a board, committee, or commission.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners shall be reimbursed for actual expenses incurred as outlined in the Itasca County Reimbursement for Expenses Policy while acting in the official duties of a County Commissioner under the direction of the County Board; and,

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall be reimbursed at the current Internal Revenue Service (IRS) rate for the use of their personal automobile while acting in their official duties or on a committee under the direction of the County Board.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of November A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of November A.D. 2024.

Administrator

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-460

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2025 ECPN Application

BOARD ACTION REQUESTED:
Authorize County Administrator Brett Skyles to sign the 2025 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of $109,504.40.

BACKGROUND:
This amount is under the budgeted amount of $183,000.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/26/2024

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

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-449

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Maintenance Agreement with Daikin Applied Americas, Inc.

BOARD ACTION REQUESTED:
Approve Maintenance Agreement with Daikin and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ITASCA COUNTY GOVERNMENT CENTER-Q-54567-Comprehensive Quote 111424

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11-26/2024 2:30 PM**

11/26/2024

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

MAINTENANCE AGREEMENT QUOTE



MA - Itasca County Government Center
Comprehensive Parts and Labor Coverage

ITASCA COUNTY GOVERNMENT CENTER
123 NE 4TH STREET
GRAND RAPIDS, MN 55744

Quote #: Q-54567

Prepared for:

Lucas Thompson
Captain - Jail Division
ITASCA COUNTY GOVERNMENT CENTER
Quote Document Date: 11/14/24

Prepared by:

Paul Glassman
Sr. Account Manager
Phone: (763) 428-1700 Mobile: (612) 221-6913
E-mail: paul.glassman@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

During normal working hours, Daikin Applied shall provide annual inspections per the Equipment Schedule and Tasking List(s) herein.

- **(1) Annual Inspection**
- **(1) Equipment Seasonal Start-Up**
- **(1) Operational Inspection**
  - **Coil Cleaning**
- **(1) Equipment Seasonal Shut-Down**

Agreement includes Comprehensive Parts and Labor Coverage, 24x7 for repairs.

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Duration:

This agreement shall remain in effect for an initial term of 5 year(s) beginning on December 01, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each quarter beginning on December 01, 2024 (the Effective Date) of this agreement, Daikin will provide an invoice in the amount of $7,491.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

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Emergency Service Response
Inspections to be performed during normal working hours.
Service repairs covered 24x7 labor and materials.

Equipment Repair
Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.
****Inspections to be performed during normal working hours.**
****Service repairs covered 24x7 labor and materials.**

Standard Inclusions:
The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- Inspections to be performed during normal working hours.
- Service repairs covered 24x7 labor and materials.
- Refrigerant is not included

Equipment Schedule

Program	Manufacturer/Model/Serial	Site	Annual	Operational	Coil Cleaning
Comprehensive 7x24	Daikin AWV020B STNU220700328	ITASCA COUNTY GOVERNMENT CENTER	1.00	3.00	1.00

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Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:
Investment required to implement the proposed solution

$29,964.00 (Twenty Nine Thousand, Nine Hundred Sixty Four dollars and Zero cents) **for the first year of the agreement.** ***Price does not include applicable sales tax***

Multi-year per annum amounts are represented in the table by term year below:

Year	Amount
Year 1 (2024/2025)	$ 29,964.00
Year 2 (2025/2026)	$ 29,964.00
Year 3 (2026/2027)	$ 29,964.00
Year 4 (2027/2028)	$ 29,964.00
Year 5 (2028/2029)	$ 29,964.00

Pricing and acceptance are based upon the Terms and Conditions which are attached.
Daikin Applied will provide services pursuant to this Maintenance Agreement for the sum of $29,964.00 for the first year's term of this agreement.

Billing/Payment Terms*: Quarterly in Advance
*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:
Labor: 10% Off Street Rate **Parts & Materials:** 10% off Parts. (does not include refrigerant or subcontractors)

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Lucas Thompson
ITASCA COUNTY GOVERNMENT CENTER
123 NE 4TH STREET
GRAND RAPIDS, Minnesota 55744

Site Address:
ITASCA COUNTY GOVERNMENT CENTER
123 NE 4TH STREET
GRAND RAPIDS, MN 55744

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

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Note: This Agreement is subject to final credit approval by Daikin Applied.

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Comprehensive Program Responsibilities

1. Daikin Applied agrees to:

a) Furnish all labor, parts, oil, and material needed to maintain the Equipment in good operating condition, perform during normal working hours the maintenance service in accordance with the Assured Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
b) Annually inspect the water-side of water cooled condensers and air-side of air cooled condensers with procedures determined by DAIKIN.
c) Maintain the following items related to the Equipment:
   i. Electric wiring from the starter to its respective motor.
   ii. Refrigerant piping between two or more pieces of Equipment.
   iii. The pressure and temperature controls, thermometers, gauges, control devices, thermostats and manual valves located on the Equipment.
   iv. Mechanical starters.
d) Provide a written report to the Customer about the condition of the Equipment and any recommendations for enhancements to maintain capacity, reliability, and efficiency.

2. Customer agrees to:

a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from DAIKIN in conjunction with the performance of this Agreement.
b) Allow DAIKIN to start and stop the Equipment in order to perform services specified in this Agreement, in coordination with owner or his representative.
c) Operate the Equipment in accordance with DAIKIN instruction, and to notify DAIKIN promptly of any change in the usual operating conditions.
d) Provide reasonable means of access to the Equipment, including any required removal, replacement and refinishing of the building structure.
e) Permit the use by DAIKIN of the usual building maintenance materials and tools.
f) Employ only DAIKIN personnel or persons authorized by DAIKIN to perform all work on the Equipment, except for operation of same.
g) Provide proper condenser water treatment.

3. **It is understood that,** except to the extent otherwise provided in the Assured Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
b) The maintenance of space conditions or system performance unless improper conditions are directly due to the failure of the mechanical Equipment covered hereunder.
c) The changing or cleaning of air filters.
d) Piping and valves other than refrigerant.
e) Ductwork.
f) Crane service, special rigging or freight charges.
g) Damage due to freezing weather.
h) Water treatment.
i) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
j) Disconnect switches, fuses and circuit breakers.
k) Portable recorders
l) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines).
m) Boiler shell, tubes, and refractory material.
n) Complete replacement of unit.
o) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
p) Any inspection, service provided, or worked performed, including, but not limited to, the discovery of any worn or defective parts or components thereof under the Compressor Assurance Program ("CAP") or any other optional scheduled internal inspection of compressors are not covered under this agreement.

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Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note**: asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Model/Manufacturing/Serial Numbers	Equipment Type	Service Task
AWV020B STNU220700328	Screw / Rotary Chillers - Air and Water Cooled	**The Annual Inspection (1)** • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Tighten all starter, VFD, motor, and control connections. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Meg compressor motor and record readings. • Check operation of crankcase heater. * • Check evaporator shell heaters and controls for freeze protection. * • Inspect condition of motor, fan blade. * (bent blades, debris, proper rotation and airflow) • Check and Lubricate motor and fan bearings, screws, and motor mounts. • Visually inspect coils for damage, obstructions, and cleanliness. • Check relief valve(s) for leakage. • Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. * • Ensure all safety and operating controls are set within factory specifications. • Check microprocessor for proper setup and operation. * • Check operation of electronic expansion valve. * • Check operation of load/unload solenoid valves. • Test differential oil pressure switch for proper setting. * • Check operation of compressor(s). • Check condition of thermometers, and gauges. Compare with operating controls. • Check sight glass(es) for flashing / moisture and/or oil presence. * • Inspect water piping and valves for leakage; check condition of unit and pipe insulation. • Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage. • Review all microprocessor diagnostic codes. * • Check flow switch devices and external pump interlocks for proper operation. • Check evaporator flow rates, temperatures, interlocks, and safeties. * • Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * • Review services performed and report any uncorrected deficiencies to facility maintenance manager.

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AWV020B STNU220700328	Screw / Rotary Chillers - Air and Water Cooled	**The Operational Inspection (3)** • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Check operating and safety controls. • Check operation of lubrication system and crankcase heater. • Visually inspect coils for damage, obstructions, and cleanliness. • Check evaporator flow rates. * • Review all microprocessor diagnostic codes. * • Check operation of electronic expansion valve. * • Check operation of load/unload solenoid valves. • Check condition of thermometers, and gauges. Compare with operating controls. • Check sight glass(es) for flashing / moisture and/or oil presence. * • Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * **Preventative Maintenance** • Perform Seasonal Start-up. • Perform Seasonal Shut-down. • Perform Glycol concentration test and record freeze protection level. (Adjustment of glycol concentration not included.) • **Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit.** • Owner to provide lift for access to unit(s).* *** If Applicable**
AWV020B STNU220700328	Screw / Rotary Chillers - Air and Water Cooled	**Coils Services (1)** • Clean coils with hot water pressure truck. 

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DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

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Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-464

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles, Janet Borth

AGENDA ITEM:
Approval of Facility Manager Position Compensation

BOARD ACTION REQUESTED:
Authorize the County Administrator to negotiate a starting wage offer for the new position of Facilities Manager up to Grade 13, Step 9, based on education and experience of top applicant for the position.

BACKGROUND:
Per Teamsters Local 320-Supervisor Labor Contract, Section 14.1B., the County Board, as the hiring authority, may approve department head positions be placed at any step with the applicable pay grade. Based on preliminary negotiations with the top applicant for this position, the County Administrator is requesting approval to offer up to a Grade 13, Step 9, to the selected applicant for this position based on applicant's education and experience.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/26/2024

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

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-447

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
New Tobacco License

BOARD ACTION REQUESTED:
Approve tobacco license for Circle K #2746564, located at 105 SW 23rd Ave, Grand Rapids, MN 55744.

BACKGROUND:
License will be active December 16th, 2024 to December 31st, 2024.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/26/2024

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

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-466

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
2025 Liquor/Tobacco License Renewals

BOARD ACTION REQUESTED:
Approve the 2025 Liquor/Tobacco License renewals for establishments in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025 Liquor_Tobacco License Renewals

11/26/2024

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

AUDITOR/TREASURER'S OFFICE

ATTACHMENT FOR RBA FOR NOVEMBER 26, 2024 MEETING

Board action requested:

APPROVE THE FOLLOWING 2025 BEER, LIQUOR, AND TOBACCO LICENSE RENEWAL APPLICATIONS

Business Name	Agent Name	License Type
38 Outpost	Almquist	Off Sale, Tobacco
63 Fuel Stop	Edvenson	Tobacco
American Legion – Taconite	Troumbly	Tobacco
Anchor Inn Resort	Chapman	Off Sale, On Sale, Sunday
Antler Lake Lodge	Berzins	On Sale, Sunday
Antler Store & Motel	Berzins	Off Sale, Tobacco
Balsam Store	Rehbein	Tobacco
Balsam Liquor Store	Rehbein	Off Sale
Big Splithand Resort Bar & Grill	Moberg	Off Sale, On Sale, Sunday
Bigfork Wilderness Bar	Westerman	Tobacco
Blackberry Junction	Manatas	Off Sale, On Sale, Sunday
Blueberry Bowl	Gullickson	Off Sale, On Sale, Sunday
Blueberry Hills Golf	Osse	Tobacco, Wine, 3.2 Beer
Bobbers Bar	Karau	Off Sale, On Sale, Sunday
Bottles & Beer Liquors	Philips	Tobacco
Bowstring Store	Schultz	Tobacco
Casey's General Store (2)	Casey	Tobacco
Cedar Creek Grille	Almquist	On Sale, Sunday
Cenex Convenience Center GR	Box	Tobacco
Cut Foot Sioux Inn	Perrington	Off Sale, On Sale, Sunday
Davis Oil	Wagner	Tobacco
Deer Lake Charlie's	Blackmer	3.2
Dixon Lake Resort	Christensen	3.2, Wine
Dollar General (2)	DG Retail LLC	Tobacco
Effie Country Service	Powell	Tobacco
Fish Tails Bar & Grill	Herda	Off Sale, On Sale, Sunday
Fred's Store	Majewski	Tobacco
Frontier Liquors	Peterson	Tobacco
Frontier Sports	Bales	Off-Sale, Tobacco
God's Country Outfitters	Reinhardt	Tobacco
Golf on the Edge	Hanson	On Sale, Sunday
Gosh Dam Place	Greiner	Off Sale, On Sale, Sunday
GR Tobacco N Vape Plus	Barbarawi	Tobacco
Great Outdoors Bottleshop	Maddern	Off Sale, Tobacco
K-M Corner Store	Lallak	Off Sale, Tobacco
Harwoods	Heathman	Off Sale, Tobacco
Hayslips Corner	Liljenberg	Off Sale, On Sale, Sunday
Holiday Station Stores (3)	----	Tobacco
Hollywood Bait	Vekich	Tobacco
Hoot-N-Holler	Boyer	Off Sale, On Sale, Sunday
Junction Bar & Grill	Kloeckl	Off Sale, On Sale, Sunday, Tobacco
Kocian's Family Market	Kocian	Tobacco
Lakeshore Tobacco Vapor	Sadi	Tobacco
Lakewood Lodge	Osborne	Off Sale, On Sale, Sunday

Little Turtle Lake Store	Ernhart	Tobacco
Little Winnie Resort	Graupmann	Off Sale, On Sale, Sunday
Lucky One Stop (3)	Skalko	Tobacco
M&H	Miller & Holmes	Tobacco
MJ's Lodge & Resort	Edman	Off Sale, On Sale, Sunday
Max Mini Store	Michalek	Tobacco, Off Sale
North Star Lake Resort	Felske	On Sale, Sunday
Nuch's on the Corner	Marinucci	Tobacco
Otis's Grill & Bar	Bobich	Off Sale, On Sale, Sunday
Petrich's Store	Petrich	Tobacco
The Pickled Loon Saloon	Larson	Off Sale, On Sale, Sunday
Pincherry Grove Resort	Gruhlke	3.2
Pokegama Lake Store	Peterson	Off Sale, Tobacco
Pokegama Plaza Liquor	Tabke	Tobacco
R-Bar & Grill	Carrigan	Off Sale, On Sale, Sunday
River Rat One Stop	Roth	Off Sale, Tobacco
RJ's Market & Liquor	Herdman	Tobacco
Ron's Korner Market	Gangl	Tobacco
Snowshoe Liquor	Ramstad	Off Sale
Spider Lake Resort	Porth	3.2
Spider Shores Resort	Bush	3.2
Spring Lake Store	Gunther	3.2, Tobacco
S & S Meat	Hager	Tobacco
Sugar Lake Lodge	Bobich	On Sale, Sunday
Super One Foods #520	Miner	Tobacco
Super One Foods #515	Miner	Tobacco
Super One Liquor	Miner	Tobacco
Sure Game Wilderness Resort	Weitzel	Off Sale, On Sale, Sunday
Swan Lake Country Club	Anderson/Rule	On Sale, Sunday
Swan Lake Marathon	Finke	Tobacco
Swan River Red Eye	Manetas	Off Sale, On Sale, Sunday
Timberwolf Inn	Ellis/Moskal	Off Sale, On Sale, Sunday
Tobacco Den	Bjonskaas	Tobacco
Two Rivers Cenex	Haley	Tobacco
Walgreens #13163	Ramirez	Tobacco
Wal-Mart #1609	Wal-Mart Inc.	Tobacco
Winnie Trading Post	Peck	Off Sale, Tobacco
Zorbaz	Hanson	On Sale, Sunday

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-442

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:
Accept the Minutes of the September 12, 2024 HHS Advisory Committee Meeting.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ICHHSAC Meeting Minutes 09-12-2024

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, September 12, 2024
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	**Lester Kachinske**	**Angie Baratto**
	Dave Holmbeck	**Kevin Glass**
	Sarah Anderson	**Daniel Miesle**
	Trinnitie Hyovalti	
Members Absent:	**Brandi Worrath**	**Chris Jenkins**
	Roxan Hawkins	**Renee Bymark - E**
	Lloyd Adams	**Cheryl Lemler**
Others Present:	**Eric Villeneuve**	**Naesa Myers**
	Brenda Oberg	

Call to Order:
The meeting was called to order by Chair Lester Kachinske at 12:15 pm.

Approval of May 9, 2024, Minutes:
A motion was made by Dan Miesle and seconded by Sarah Anderson to approve the May 9, 2024, minutes. Motion carried.

Additions/Corrections to Agenda:
There was one addition to the agenda, adding Amy Yost/ElderCircle Executive Director application for the Advisory Committee. This was added as Item E under Eric Villeneuve's update. A motion was made by Kevin Glass and seconded by Trinnitie Hyovalti to approve adding Amy Yost's application to the agenda for today's meeting. Motion carried.

Eric Villeneuve, Director:

IMCare Update:
Sarah Anderson stated they are working on their vision of the CARMA (County-Administered Rural Medical Assistance) model, which is a legislative initiative in Minnesota aimed at developing a county-administered alternative to the prepaid medical assistance program (PMAP). There are seven subgroups working on this model. The IMCare lawsuit with DHS is still in progress, it was heard by the Supreme Court on June 3rd and are still waiting on a decision.

Public Health Update: Naesa Myers, Public Health Division Manager, provided an update stating WIC (Women, Infant, Children) program is rolling out a software update the end of October and Home & Community Based is undergoing software changes,

staff are busy training. Public Health is currently down three positions, two staff will be coming over from Social Services on September 30th, leaving one Public Health nurse position open. Since the city chlorination started, there have not been any new Legionella cases; it does take about a year to complete the chlorination process. As of this time, there's been around 30 cases. The county courthouse and justice center have a water treatment program contracted with Phigenix. Public Health applied for a grant collaborating with Project Clean Start to help with peer recovery. Cannabis regulations continue to be discussed with MDH and legislation, the county has started a work group to begin planning/discussion.

Legislative Update:
Eric reviewed the Itasca County HHS Priorities for 2024, they include appropriate reimbursement on ICWA funding based on costs and utilization, requiring DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes, and a permanent solution to Anoka Regional Treatment Center cost shift to counties. There is a legislative luncheon scheduled for November 20th.

Association of Minnesota Counties (AMC) legislative priorities pertaining to HHS are Minnesota's mental and behavioral health infrastructure must include crisis stabilization and rehab services, along with ongoing community support services to ensure limited placements in jails and emergency rooms. Human Services system modernization. More will come as we get into 2025.

Budgets:
Eric stated going into budgets, the board has requested all departments to cut 7.5% in operational costs. Budget discussions are still underway, they have until the end of September to set the proposed levy. The final levy will be set in December.

Application:
Amy Yost, Elder Circle, applied to join the committee. A motion was made by Trinnite Hyvolati and seconded by Dan Miesle to accept the application of Amy Yost. Motion carried.

HHSAC Subcommittee Reports:

AMHAC: Trinnite Hyvolati provided an update from the Local Advisory Council. The group has their meetings on the first Tuesday of the month at Noon at Keisler with a free lunch being provided. There is discussion of moving the meetings to Thursdays, but will let us know if that happens. Circles of Support will be present at the October meeting.

ICCOA: No update provided.

Provider Updates:

Northland Counseling – Angie stated Northland Counseling Center has rebranded as of June, and they are now "Northland". Watch for their new logo, and Northland – Counseling, Recovery, Wellness.

Elder Circle –

- New Executive Director, Amy Yost started June 10th.
- Home Visitor Program – currently we have Kasey McCarroll and have added another part time home visitor named Amy Retzlaff. Amy is the Program Director for Health & Wellness classes, along with the Guardianship program and part time home visitor.
- Amy Retzlaff and Kasey McCarroll are attending Northwest Technical College to obtain their Community Health Worker (CHW) certification. This role is important to connect community members with a range of resources, be a community health advocate, and do outreach. This will give both home visitors more tools to support individuals in the community.
- ElderCircle is adding additional evidence-based health and wellness classes. A couple of those are Bingocize (bingo and movement with prizes), Mindful Meditation and Diabetes Prevention Program (DPP). We currently offer: Tai Ji Quan, Matter of Balance, Walk with Ease, Stay Active and Independent for Life (SAIL), Powerful Tools for Caregivers, Live Well Series that includes Living with Chronic Conditions, Chronic Pain and Living with Diabetes. All classes are adaptable to suite any individual. These classes are currently offered on a cost share basis which means any one can attend and they have the opportunity to donate but no one is turned away for inability or unwillingness to donate.
- ElderCircle offers monthly Caregiver support groups and memory support groups but has now added a quarterly Parkinson's support group.
- Senior Picnic in July the YMCA gym served about 300 individuals. ElderCircle will be going back to having their Senior Day in August and will be looking for outdoor space. We find that more people attend and the gym is very warm and hard to hear in. August works better for the Itasca County Volunteer Nominees also.
- The decline in volunteer drivers is becoming difficult to provide as many rides as we do for medical transportation. We reimburse the volunteer mileage from the time they leave their home, until the time they return home.
  Summer is quieter in the Active Living Center. We will be ramping up some new activities and education opportunities. Upcoming events include; Sept – Ditty Wish music, Basic Android 101; October – Live Well with Diabetes x 2 classes; November – Live Well with Chronic Pain; December – Live Well with Chronic Conditions and Live well with Diabetes. We continue to offer Bingo, cribbage,

bunco, book club, Hooks and Needles, Billiards, Rummikub, Bridge, 500 cards, La Plant Family Music, and the first Wednesday is monthly birthday celebrations. Watch for additional events to be added.

First Call for Help – No update provided.

Other:
First Call for Help will have their Grand Opening on October 4th from 3:00pm - 6:00pm at their new location (the old Dondelinger/Clusiau building on Hwy 2 West).

The November meeting is being cancelled due to members attending a conference on the same day, therefore our next meeting will take place on Thursday, January 9, 2025.

Kevin Glass provided an update on legislative platforms for probation. He is now the President of the Minnesota Association of Counties Probation Officers.

Adjournment:
There being no further business to come before the Advisory Committee, the meeting was adjourned at 12:50 pm.

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-433

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 59832 - CR 336 Bridge Replacement - Final Payment

BOARD ACTION REQUESTED:
Approve final payment for Contract 59832, a bridge replacement project on CR 336, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:
S & R Reinforcing, Inc. has completed the bridge replacement project on CR 336 over the Prarie River, and it is recommended that final payment be processed.

Bid Amount: $2,462,005.77
Final Amount: $2,461,993.39

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 59832 Closeout Packet for Board Approval

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

County of Itasca

Project No.: SAP 031-598-032

Contract No.: 59832

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin, MN, under contract with Itasca County, made and entered into on August 1, 2023, 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: _____, 2024

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-598-032
CR 336 – Bridge Replacement

Name of Contractor: S & R Reinforcing, Inc.

Contract No.: 59832

Total Value of Work: $2,461,993.39

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.

11-4-24
Date

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

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 59832
Pay Request Number: 21

Project Number	Project Description
031-598-032	031-598-032 - CR 336 Twin Bridges Replacement

Contractor:	S & R Reinforcing, Inc. 44216 Tame Fish Lake Road Aitkin, MN 56431	**Vendor Number:** **Up To Date:**	N/A 10/30/2024

Contract Amount		**Funds Encumbered**	
Original Contract	$2,462,005.77	Original	$2,462,005.77
Contract Changes	$14,203.21	Additional	N/A
Revised Contract	$2,476,208.98	Total	$2,462,005.77

Work Certified To Date	
Base Bid Items	$2,447,790.18
Contract Changes	$14,203.21
Material On Hand	$0.00
Total	$2,461,993.39

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$2,461,993.39	$0.00	$2,338,893.72	$123,099.67	$2,461,993.39
		Percent: Retained: 0%			Percent Complete: 99.43%

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
Rachel Metelak
County/City/Project Engineer
10/30/2024
Date

Approved By S & R Reinforcing, Inc.
Christine
Contractor
10/30/2024
Date

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-09-05	$183,150.25	$9,157.51	$173,992.74
2	2023-10-04	$72,998.25	$3,649.92	$69,348.33
3	2023-10-17	$66,135.35	$3,306.76	$62,828.59
4	2023-11-07	$85,965.22	$4,298.26	$81,666.96
5	2023-11-20	$273,417.97	$13,670.90	$259,747.07
6	2023-12-06	$71,747.40	$3,587.37	$68,160.03
7	2023-12-31	$117,718.13	$5,885.91	$111,832.22
8	2024-01-16	$44,171.00	$2,208.55	$41,962.45
9	2024-02-06	$37,253.29	$1,862.66	$35,390.63
10	2024-02-21	$56,158.24	$2,807.92	$53,350.32
11	2024-03-06	$482,884.05	$24,144.20	$458,739.85
12	2024-03-19	$69,172.20	$3,458.61	$65,713.59
13	2024-04-16	$96,084.61	$4,804.23	$91,280.38
14	2024-05-08	$33,209.75	$1,660.49	$31,549.26
15	2024-05-21	$471,569.51	$23,578.47	$447,991.04
16	2024-06-03	$70,554.30	$3,527.72	$67,026.58
17	2024-06-17	$107,264.85	$5,363.24	$101,901.61
18	2024-06-25	$12,296.42	$614.82	$11,681.60
19	2024-07-15	$108,947.60	$5,447.38	$103,500.22
20	2024-07-29	$1,295.00	$64.75	$1,230.25
21	2024-10-30	$0.00	($123,099.67)	$123,099.67

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
Bridge Bond Participating	1	$2,042,885.90	$0.00	$1,940,741.60	$102,144.30	$2,042,885.90
Grading - Non Bridge Bond Participating	2	$419,107.49	$0.00	$398,152.12	$20,955.37	$419,107.49

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Bridge Bonding	$101,383.76	$2,027,675.11	$2,027,675.11	$2,027,675.11
2	County Highway Preservation	$21,715.91	$448,533.87	$434,330.66	$434,318.28

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	2401.503	TYPE S (TL-4) 36" BARRIER CONCRETE (3S52) (P)	L F	$113.10	505	0	$0.00	505	$57,115.50
Base Bid	2	2401.507	STRUCTURAL CONCRETE (3B52) (P)	C Y	$1,015.44	238	0	$0.00	238	$241,674.72
Base Bid	3	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	$1.60	75300	0	$0.00	75300	$120,480.00
Base Bid	4	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	LB	$5.26	320	0	$0.00	320	$1,683.20

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	5	2401.618	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	S F	$39.72	8838	0	$0.00	8838	$351,045.36
Base Bid	6	2401.601	STRUCTURE EXCAVATION	LS	$21,150.00	1	0	$0.00	1	$21,150.00
Base Bid	7	2401.601	SLOPE PREPARATION	LS	$33,950.00	1	0	$0.00	1	$33,950.00
Base Bid	8	2401.601	FOUNDATION PREPARATION PIER	LS	$71,174.00	1	0	$0.00	1	$71,174.00
Base Bid	9	2402.502	BEARING ASSEMBLY	EACH	$1,415.84	20	0	$0.00	20	$28,316.80
Base Bid	10	2402.502	ELASTOMERIC BEARING PAD	EACH	$140.23	10	0	$0.00	10	$1,402.30
Base Bid	11	2402.502	FLOOR DRAIN TYPE B706	EACH	$1,524.40	3	0	$0.00	3	$4,573.20
Base Bid	12	2405.503	PRESTRESSED CONCRETE BEAMS 35MH (P)	L F	$418.10	1251	0	$0.00	1251	$523,043.10
Base Bid	13	2406.503	EXPANSION JOINTS, DESIGN E8	L F	$195.30	68	0	$0.00	0	$0.00
Base Bid	14	2406.504	BRIDGE APPROACH PANELS	S Y	$383.66	153	0	$0.00	153	$58,699.98
Base Bid	15	2442.501	REMOVE EXISTING BRIDGE	LS	$60,899.00	1	0	$0.00	1	$60,899.00
Base Bid	16	2452.502	C-I-P CONCRETE TEST PILE 90 FT LONG 12"	EACH	$23,102.00	1	0	$0.00	1	$23,102.00
Base Bid	17	2452.502	C-I-P CONCRETE TEST PILE 100 FT LONG 12"	EACH	$24,564.00	1	0	$0.00	1	$24,564.00
Base Bid	18	2452.502	C-I-P CONCRETE TEST PILE 80 FT LONG 16"	EACH	$26,088.00	2	0	$0.00	2	$52,176.00
Base Bid	19	2452.502	PILE POINTS 12"	EACH	$286.00	14	0	$0.00	14	$4,004.00

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	20	2452.502	PILE POINTS 16"	EACH	$346.00	12	0	$0.00	12	$4,152.00
Base Bid	21	2452.502	PILE REDRIVING	EACH	$1,000.00	2	0	$0.00	2	$2,000.00
Base Bid	22	2452.502	PILE ANALYSIS	EACH	$500.00	2	0	$0.00	2	$1,000.00
Base Bid	23	2452.603	C-I-P CONCRETE PILING 12"	L F	$46.73	1020	0	$0.00	1263.1	$59,024.66
Base Bid	24	2452.603	C-I-P CONCRETE PILING 16"	L F	$74.54	700	0	$0.00	1130.5	$84,267.47
Base Bid	25	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	$2,125.00	1	0	$0.00	1	$2,125.00
Base Bid	26	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	$6.95	665	0	$0.00	1765	$12,266.75
Base Bid	27	2511.507	RANDOM RIPRAP CLASS II	C Y	$58.00	100	0	$0.00	97	$5,626.00
Base Bid	28	2511.507	RANDOM RIPRAP CLASS III	C Y	$58.00	1080	0	$0.00	745	$43,210.00
Base Bid	29	2011.601	CONSTRUCTION SURVEYING	LS	$28,800.00	0.8	0	$0.00	0.8	$23,040.00
Base Bid	30	2011.601	CONSTRUCTION SURVEYING	LS	$28,800.00	0.2	0	$0.00	0.2	$5,760.00
Base Bid	31	2021.501	MOBILIZATION	LS	$151,724.00	0.8	0	$0.00	0.8	$121,379.20
Base Bid	32	2021.501	MOBILIZATION	LS	$151,724.00	0.2	0	$0.00	0.2	$30,344.80
Base Bid	33	2031.502	FIELD OFFICE	EACH	$12,500.00	0.8	0	$0.00	0	$0.00

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	34	2031.502	FIELD OFFICE	EACH	$12,500.00	0.2	0	$0.00	0	$0.00
Base Bid	35	2101.501	CLEARING AND GRUBBING	LS	$6,860.00	1	0	$0.00	1	$6,860.00
Base Bid	36	2104.502	REMOVE SIGN	EACH	$50.00	11	0	$0.00	11	$550.00
Base Bid	37	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$16.00	49	0	$0.00	49	$784.00
Base Bid	38	2104.504	REMOVE BITUMINOUS PAVEMENT (P)	S Y	$7.83	2209	0	$0.00	2209	$17,296.47
Base Bid	39	2106.507	EXCAVATION - COMMON (P)	C Y	$10.55	4086	0	$0.00	4086	$43,107.30
Base Bid	40	2106.507	GRANULAR EMBANKMENT (CV) (P)	C Y	$17.54	1209	0	$0.00	1209	$21,205.86
Base Bid	41	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$17.54	1173	0	$0.00	1173	$20,574.42
Base Bid	42	2106.507	SELECT GRANULAR EMBANKMENT MOD 10% (CV) (P)	C Y	$17.54	789	0	$0.00	789	$13,839.06
Base Bid	43	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$6.61	1869	0	$0.00	1869	$12,354.09
Base Bid	44	2106.601	DEWATERING	LS	$6,500.00	1	0	$0.00	1	$6,500.00
Base Bid	45	2118.507	AGGREGATE SURFACING (CV) CLASS 5 (P)	C Y	$27.94	79	0	$0.00	79	$2,207.26
Base Bid	46	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$27.94	538	0	$0.00	538	$15,031.72
Base Bid	47	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	$170.25	510	0	$0.00	517	$88,019.25
Base Bid	48	2501.502	24" CS PIPE APRON	EACH	$905.20	2	0	$0.00	2	$1,810.40

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	49	2501.503	24" CS PIPE CULVERT	L F	$106.29	75	0	$0.00	75	$7,971.75
Base Bid	50	2108.504	GEOTEXTILE FABRIC TYPE 3	S Y	$6.42	30	0	$0.00	28	$179.76
Base Bid	51	2108.504	GEOTEXTILE FABRIC TYPE 7	S Y	$6.42	590	0	$0.00	515	$3,306.30
Base Bid	52	2511.507	RANDOM RIPRAP CLASS II	C Y	$58.00	7	0	$0.00	13	$754.00
Base Bid	53	2511.507	RANDOM RIPRAP CLASS III	C Y	$58.00	405	0	$0.00	245	$14,210.00
Base Bid	54	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	$3,425.00	4	0	$0.00	4	$13,700.00
Base Bid	55	2554.503	TRAFFIC BARRIER DESIGN TYPE 31	L F	$40.00	425	0	$0.00	325	$13,000.00
Base Bid	56	2554.503	TRAFFIC BARRIER DESIGN TRANSITION TYPE 31	L F	$186.00	100	0	$0.00	100	$18,600.00
Base Bid	57	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	$1,000.00	1	0	$0.00	1	$1,000.00
Base Bid	58	2563.601	TRAFFIC CONTROL	LS	$4,800.00	0.8	0	$0.00	0.8	$3,840.00
Base Bid	59	2563.601	TRAFFIC CONTROL	LS	$4,800.00	0.2	0	$0.00	0.2	$960.00
Base Bid	60	2564.502	OBJECT MARKER	EACH	$185.00	4	0	$0.00	4	$740.00
Base Bid	61	2564.502	INSTALL SIGN PANEL TYPE C	EACH	$185.00	4	0	$0.00	3	$555.00
Base Bid	62	2573.501	EROSION CONTROL SUPERVISOR	LS	$1,500.00	1	0	$0.00	0	$0.00

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	63	2573.502	CULVERT END CONTROLS	EACH	$169.00	1	0	$0.00	0	$0.00
Base Bid	64	2573.503	SILT FENCE, TYPE HI	L F	$4.49	5185	0	$0.00	3252	$14,601.48
Base Bid	65	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	$19.50	495	0	$0.00	600	$11,700.00
Base Bid	66	2575.501	TURF ESTABLISHMENT	LS	$2,200.00	1	0	$0.00	1	$2,200.00
Base Bid	67	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$1.49	5298	0	$0.00	3428	$5,107.72
Base Bid	68	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	$1.89	364	0	$0.00	2880	$5,443.20
Base Bid	69	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$1,250.00	1.05	0	$0.00	0	$0.00
Base Bid	72	2582.503	6" SOLID LINE MULTI-COMPONENT	L F	$2.20	1840	0	$0.00	1868	$4,109.60
Base Bid	73	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	L F	$2.55	920	0	$0.00	950	$2,422.50
Base Bid Totals:								**$0.00**		**$2,447,790.18**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
031-598-032	Non-Participating	$0.00	$415,904.94
031-598-032	Participating	$0.00	$2,031,885.24

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-598-032	CO1	74	2452.503 C-I-P CONCRETE PILING - PILE HAMMER RENTAL (LS)	$5,825.25	1	$5,825.25	ITM	$0.00	$0.00	1	$5,825.25
031-598-032	CO2	75	2401.508 REINFORCEMENT BARS (EPOXY COATED) (LB)	$2.0835	2484	$5,175.41	ITM	$0.00	$0.00	2484	$5,175.41
031-598-032	CO3	76	2401.508 REINFORCEMENT BARS (EPOXY COATED) (LB)	$1.615	1983	$3,202.55	ITM	$0.00	$0.00	1983	$3,202.55

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									**$0.00**		**$14,203.21**

Contract Change Totals

Number	Description	Effective Date	Amount
1	Bid Item 2452.503 C-I-P CONCRETE PILING 16" for pier 2 substantially over ran the Plan estimate (over 25%) and more piling needed to be delivered. There was a one week delay in getting more piling and the Engineer determined the need to pay for the additional rental cost of the pile hammer.	11/08/2023	$5,825.25
2	After beams were set, and during getting stool shots we noticed elevations were slightly off from plan. Talking to the design engineer, we believe the issue is a combination of beam age as well as some of the unpredictable effects due to the superelevation and curved alignment related to the fabricated beams. It was determined that we needed to raise the bridge deck 1 inch to accommodate the 9 inch deck and minimum build heights. With raising the bridge deck there is a need for an additional 770 (S417E)stool bars or 2,484 lbs. Therefore the Engineer added bid item 2401.508 REINFORCEMENT BARS (EPOXY COATED) to include the additional bars with shipping costs	03/22/2024	$5,175.41
3	The Bill of Reinforcement for the Superstructure on sheet B25 shows the wrong size for the stagger bars. Bars S416E should have ben S616E. The bars were already delivered on site, therefor the Engineer determined the need to order and deliver the correct bars. The scrap cost of the smaller, incorrect S416E bars was not worth the cost of shipping back, therefor the County will keep them for a future use.	04/17/2024	$3,202.55

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	**$2,461,993.39**

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-436

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 63512 - 2024 Bituminous Paving Projects - Final Payment

BOARD ACTION REQUESTED:
Approve final payment for Contract 63512 - 2024 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 contract and it is recommended that final payment be processed. Contract 63512 included bituminous projects on CSAH 35, CSAH 62, County Road 560 and Goodland Township.

Bid Amount: $3,303,376.66
Final Amount: $3,394,173.68

Items that contributed to the contract overrun include density incentives paid to the contractor and work to construct a paved shoulder in the community of Inger.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. RBA

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

County of Itasca

Project No.: SAP 031-635-012, SAP 031-662-023
CP 2021-01 & TP 2024-01

Contract No.: 63512

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 May 7, 2024, 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: _____, 2024

Signed: _____
Chairman, Itasca County Board

_____
Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-635-012, SAP 031-662-023, CP 2021-01 & TP 2024-01

Name of Contractor: Hawkinson Construction, Inc.

Contract No.: 63512

Total Value of Work: $ 3,394,173.68

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.

Karin Grandia Digitally signed by Karin Grandia Date: 2024.11.07 09:19:17 -06'00'

Date

County Highway Engineer
Karin Grandia

Contract Number: 63512
Pay Request Number: 8

Project Number	Project Description
031-635-012	CSAH 35 - Bituminous Overlay & Aggregate Surfacing
2021-01	CR 560 (Goodland) Bituminous Rehabilitation and Aggregate Shouldering
SAP 031-662-023	CSAH 62 BITUMINOUS REHABILITATION AND AGGREGATE SHOULDERING

Contractor:	Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	**Vendor Number:** **Up To Date:**	3050 10/29/2024

Contract Amount		**Funds Encumbered**	
Original Contract	$3,303,376.66	Original	$3,303,376.66
Contract Changes	$135,514.44	Additional	N/A
Revised Contract	$3,438,891.10	Total	$3,303,376.66

Work Certified To Date	
Base Bid Items	$3,264,134.15
Contract Changes	$130,039.53
Material On Hand	$0.00
Total	$3,394,173.68

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$2,500.00	$3,394,173.68	$0.00	$3,222,090.00	$172,083.68	$3,394,173.68
	Percent: Retained: 0%			Percent Complete: 98.7%	

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

County/City/Project Engineer

Date 11/07/2024

Approved By Hawkinson Construction Co., Inc.

Contractor

Date 10/30/24

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-05-20	$862,609.11	$43,130.46	$819,478.65
2	2024-06-04	$1,595,750.30	$79,787.51	$1,515,962.79
3	2024-06-14	$401,920.47	$20,096.02	$381,824.45
4	2024-06-27	$90,082.25	$4,504.12	$85,578.13
5	2024-07-12	$10,410.00	$520.50	$9,889.50
6	2024-10-01	$375,444.50	$18,772.22	$356,672.28
7	2024-10-15	$55,457.05	$2,772.85	$52,684.20
8	2024-10-29	$2,500.00	($169,583.68)	$172,083.68

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
County Road 560	2	$417,606.01	$0.00	$396,725.70	$20,880.31	$417,606.01
CSAH 35	1	$2,485,491.04	$0.00	$2,361,216.49	$124,274.55	$2,485,491.04
CSAH 62	1	$433,401.55	$0.00	$409,356.48	$24,045.07	$433,401.55
Goodland		$57,675.08	$0.00	$54,791.33	$2,883.75	$57,675.08

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Regular (CSAH)	$148,319.62	$2,954,963.63	$2,888,524.71	$2,918,892.59
2	County Highway Preservation	$20,880.31	$419,887.47	$414,851.95	$417,606.01
3	Local	$2,883.75	$64,040.00	$0.00	$57,675.08

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501 MOBILIZATION (LS)	$22,500.00	1	0	$0.00	1	$22,500.00
Base Bid	2	2104.502 REMOVE ECCENTRIC LOADER BCT (EACH)	$600.00	10	0	$0.00	7	$4,200.00
Base Bid	3	2104.503 REMOVE GUARDRAIL-PLATE BEAM (L F)	$20.00	250	0	$0.00	175	$3,500.00
Base Bid	4	2118.509 AGGREGATE SURFACING CLASS 1 (TON)	$33.00	12294	0	$0.00	11060.8	$365,006.40
Base Bid	5	2231.509 BITUMINOUS PATCHING MIXTURE (TON)	$69.75	6198	0	$0.00	6375.55	$444,694.61
Base Bid	6	2232.504 MILL BITUMINOUS SURFACE (1.5") (S Y)	$5.97	2136	0	$0.00	2267	$13,533.99

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	7	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$69.75	19176	0	$0.00	19736.24	$1,376,602.74
Base Bid	8	2540.602 MAIL BOX SUPPORT (EACH)	$115.00	34	0	$0.00	30	$3,450.00
Base Bid	9	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	$100.00	70	0	$0.00	53	$5,300.00
Base Bid	10	2554.502 END TREATMENT-TANGENT TERMINAL (EACH)	$4,000.00	10	0	$0.00	7	$28,000.00
Base Bid	11	2554.503 TRAFFIC BARRIER DESIGN TYPE 31 (L F)	$62.00	250	0	$0.00	175	$10,850.00
Base Bid	12	2554.603 RAISE GUARDRAIL (L F)	$25.00	1768	0	$0.00	1312.5	$32,812.50
Base Bid	13	2563.601 TRAFFIC CONTROL (LS)	$6,526.36	1	0	$0.00	1	$6,526.36
Base Bid	14	2580.503 INTERIM PAVEMENT MARKING (L F)	$0.14	85196	0	$0.00	97370	$13,631.80
Base Bid	15	2582.503 4" SOLID LINE MULTI-COMPONENT (L F)	$0.37	177921	0	$0.00	178296	$65,969.52
Base Bid	16	2582.503 4" BROKEN LINE MULTI-COMPONENT (L F)	$0.37	9584	0	$0.00	9377	$3,469.49
Base Bid	17	2582.503 4" DOUBLE SOLID LINE MULTI-COMPONENT (L F)	$0.74	32356	0	$0.00	32335	$23,927.90
Base Bid	1	2021.501 MOBILIZATION (LS)	$15,000.00	1	0	$0.00	1	$15,000.00
Base Bid	2	2118.501 AGGREGATE SURFACING CLASS 1 (TON)	$27.00	1887	0	$0.00	2170.7	$58,608.90

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	3	2231.509 BITUMINOUS PATCHING MIXTURE (TON)	$72.00	1009	0	$0.00	1001.34	$72,096.48
Base Bid	4	2360.501 TYPE SP 9.5 WEARING COURSE MIX (2,B) (TON)	$66.00	3922	0	$0.00	3811.5	$251,559.00
Base Bid	5	2540.602 MAIL BOX SUPPORT (EACH)	$115.00	5	0	$0.00	4	$460.00
Base Bid	6	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	$100.00	12	0	$0.00	12	$1,200.00
Base Bid	7	2563.601 TRAFFIC CONTROL (LS)	$2,926.36	1	0	$0.00	1	$2,926.36
Base Bid	8	2580.503 INTERIM PAVEMENT MARKING (L F)	$0.14	10656	0	$0.00	0	$0.00
Base Bid	9	2582.503 4" SOLID LINE PAINT (L F)	$0.25	38826	0	$0.00	35328	$8,832.00
Base Bid	10	2582.503 4" BROKEN LINE PAINT (L F)	$0.25	951	0	$0.00	2363	$590.75
Base Bid	11	2582.503 4" DOUBLE SOLID LINE PAINT (L F)	$0.50	2531	0	$0.00	2594	$1,297.00
Base Bid	1	2021.501 MOBILIZATION (LS)	$21,000.00	1	0	$0.00	1	$21,000.00
Base Bid	2	2104.503 REMOVE CABLE GUARDRAIL (L F)	$8.50	205	0	$0.00	205	$1,742.50
Base Bid	3	2118.509 AGGREGATE SURFACING CLASS 1 (TON)	$22.00	959	0	$0.00	762.2	$16,768.40
Base Bid	4	2231.509 BITUMINOUS PATCHING MIXTURE (TON)	$66.00	798	0	$0.00	0	$0.00
Base Bid	5	2232.504 MILL BITUMINOUS SURFACE (1.5") (S Y)	$1.19	30901	0	$0.00	38611.46	$45,947.64

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	6	2232.504 MILL BITUMINOUS SURFACE (2.0") (S Y)	$1.32	10801	0	$0.00	0	$0.00
Base Bid	7	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$60.00	3966	0	$0.00	4622.38	$277,342.80
Base Bid	8	2506.502 ADJUST FRAME AND RING CASTING (EACH)	$305.16	8	0	$0.00	15	$4,577.40
Base Bid	9	2540.602 MAIL BOX SUPPORT (EACH)	$115.00	6	0	$0.00	7	$805.00
Base Bid	10	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	$100.00	14	0	$0.00	47	$4,700.00
Base Bid	11	2554.502 END TREATMENT-TANGENT TERMINAL (EACH)	$4,000.00	3	0	$0.00	3	$12,000.00
Base Bid	12	2554.503 TRAFFIC BARRIER DESIGN TYPE 31 (L F)	$85.00	75	0	$0.00	75	$6,375.00
Base Bid	13	2554.603 RAISE GUARDRAIL (L F)	$40.00	64	0	$0.00	64	$2,560.00
Base Bid	14	2563.601 TRAFFIC CONTROL (LS)	$3,726.36	1	0	$0.00	1	$3,726.36
Base Bid	15	2574.507 COMMON TOPSOIL BORROW (C Y)	$48.04	40	0	$0.00	81	$3,891.24
Base Bid	16	2575.501 TURF ESTABLISHMENT (LS)	$2,500.00	1	0	$0.00	1	$2,500.00
Base Bid	17	2580.503 INTERIM PAVEMENT MARKING (L F)	$0.15	11905	0	$0.00	1152	$172.80
Base Bid	18	2582.503 4" SOLID LINE MULTI-COMPONENT (L F)	$0.37	23650	0	$0.00	23633	$8,744.21

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	19	2582.503 4" DOUBLE SOLID LINE MULTI-COMPONENT (L F)	$0.74	11905	0	$0.00	11950	$8,843.00
Base Bid	20	2582.503 24" SOLID LINE PREFORM THERMO GROUND IN (L F)	$25.00	72	0	$0.00	72	$1,800.00
Base Bid	21	2582.518 PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN (S F)	$33.00	124	0	$0.00	124	$4,092.00
Base Bid Totals:						**$0.00**		**$3,264,134.15**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
2021-01	2021-01	$0.00	$412,570.49
SAP 031-662-023	031-662-023	$0.00	$427,588.35
031-635-012	031-635-012	$0.00	$2,423,975.31

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-635-012	BK1	20	2360 Bituminous Density Incentive (LS)	$10,765.72	1	$10,765.72	ITM	0	$0.00	1	$10,765.72
2021-01	BK2	19	2360 Bituminous Density Incentive (LS)	$5,035.52	1	$5,035.52	ITM	0	$0.00	1	$5,035.52
SAP 031-662-023	BK3	22	2360 Bituminous Density Incentive (LS)	$3,313.20	1	$3,313.20	ITM	0	$0.00	1	$3,313.20
031-635-012	CO1	18	2112.619 SHOULDER PREPARATION (RDST)	$178.00	45	$8,010.00	ITM	0	$0.00	45	$8,010.00
031-635-012	CO1	19	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$69.75	600	$41,850.00	ITM	0	$0.00	612.76	$42,740.01
2021-01	CO2	12	2021.501 MOBILIZATION (LS)	$1,502.00	1	$1,502.00	ITM	0	$0.00	1	$1,502.00
2021-01	CO2	13	2106.507 EXCAVATION - COMMON (C Y)	$74.00	160	$11,840.00	ITM	0	$0.00	35	$2,590.00
2021-01	CO2	14	2118.507 AGGREGATE SURFACING (CV) CLASS 1 (C Y)	$68.00	80	$5,440.00	ITM	0	$0.00	15	$1,020.00
2021-01	CO2	15	2231.508 MIXTURE FOR JOINTS AND CRACKS (LB)	$2.00	500	$1,000.00	ITM	0	$0.00	500	$1,000.00

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
2021-01	CO2	16	2232.504 MILL BITUMINOUS SURFACE (S Y)	$13.00	330	$4,290.00	ITM	0	$0.00	285	$3,705.00
2021-01	CO2	17	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$88.00	436	$38,368.00	ITM	0	$0.00	525.66	$46,258.08
2021-01	CO2	18	2563.601 TRAFFIC CONTROL (LS)	$1,600.00	1	$1,600.00	ITM	0	$0.00	1	$1,600.00
SAP 031-662-023	CO3	23	2575.501 TURF ESTABLISHMENT (LS)	$2,500.00	1	$2,500.00	ITM	1	$2,500.00	1	$2,500.00
Contract Change Totals:									**$2,500.00**		**$130,039.53**

Contract Change Totals

Number	Description	Effective Date	Amount
1		06/07/2024	$10,765.72
2		06/07/2024	$5,035.52
3	Bituminous Density Incentive	10/15/2024	$3,313.20
1	Construct 5' bituminous shoulder from County Road 146 approximately 5000' to community pow wow grounds.	05/15/2024	$49,860.00
2	Addendum #1 is hereby added to the contract by Change Order #2	06/04/2024	$64,040.00
3	Additional Turf Establishment	10/29/2024	$2,500.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	**$3,394,173.68**

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
County Road 560	1	2021.501 MOBILIZATION (LS)	$15,000.00	1	0	$0.00	1	$15,000.00
County Road 560	2	2118.501 AGGREGATE SURFACING CLASS 1 (TON)	$27.00	1887	0	$0.00	2170.7	$58,608.90

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
County Road 560	3	2231.509 BITUMINOUS PATCHING MIXTURE (TON)	$72.00	1009	0	$0.00	1001.34	$72,096.48
County Road 560	4	2360.501 TYPE SP 9.5 WEARING COURSE MIX (2,B) (TON)	$66.00	3922	0	$0.00	3811.5	$251,559.00
County Road 560	5	2540.602 MAIL BOX SUPPORT (EACH)	$115.00	5	0	$0.00	4	$460.00
County Road 560	6	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	$100.00	12	0	$0.00	12	$1,200.00
County Road 560	7	2563.601 TRAFFIC CONTROL (LS)	$2,926.36	1	0	$0.00	1	$2,926.36
County Road 560	8	2580.503 INTERIM PAVEMENT MARKING (L F)	$0.14	10656	0	$0.00	0	$0.00
County Road 560	9	2582.503 4" SOLID LINE PAINT (L F)	$0.25	38826	0	$0.00	35328	$8,832.00
County Road 560	10	2582.503 4" BROKEN LINE PAINT (L F)	$0.25	951	0	$0.00	2363	$590.75
County Road 560	11	2582.503 4" DOUBLE SOLID LINE PAINT (L F)	$0.50	2531	0	$0.00	2594	$1,297.00
County Road 560	19	2360 Bituminous Density Incentive (LS)	$5,035.52	1	0	$0.00	1	$5,035.52
CSAH 35	1	2021.501 MOBILIZATION (LS)	$22,500.00	1	0	$0.00	1	$22,500.00
CSAH 35	2	2104.502 REMOVE ECCENTRIC LOADER BCT (EACH)	$600.00	10	0	$0.00	7	$4,200.00
CSAH 35	3	2104.503 REMOVE GUARDRAIL-PLATE BEAM (L F)	$20.00	250	0	$0.00	175	$3,500.00

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CSAH 35	4	2118.509 AGGREGATE SURFACING CLASS 1 (TON)	$33.00	12294	0	$0.00	11060.8	$365,006.40
CSAH 35	5	2231.509 BITUMINOUS PATCHING MIXTURE (TON)	$69.75	6198	0	$0.00	6375.549964157	$444,694.61
CSAH 35	6	2232.504 MILL BITUMINOUS SURFACE (1.5") (S Y)	$5.97	2136	0	$0.00	2267	$13,533.99
CSAH 35	7	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$69.75	19176	0	$0.00	19736.24	$1,376,602.74
CSAH 35	8	2540.602 MAIL BOX SUPPORT (EACH)	$115.00	34	0	$0.00	30	$3,450.00
CSAH 35	9	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	$100.00	70	0	$0.00	53	$5,300.00
CSAH 35	10	2554.502 END TREATMENT-TANGENT TERMINAL (EACH)	$4,000.00	10	0	$0.00	7	$28,000.00
CSAH 35	11	2554.503 TRAFFIC BARRIER DESIGN TYPE 31 (L F)	$62.00	250	0	$0.00	175	$10,850.00
CSAH 35	12	2554.603 RAISE GUARDRAIL (L F)	$25.00	1768	0	$0.00	1312.5	$32,812.50
CSAH 35	13	2563.601 TRAFFIC CONTROL (LS)	$6,526.36	1	0	$0.00	1	$6,526.36
CSAH 35	14	2580.503 INTERIM PAVEMENT MARKING (L F)	$0.14	85196	0	$0.00	97370	$13,631.80
CSAH 35	15	2582.503 4" SOLID LINE MULTI-COMPONENT (L F)	$0.37	177921	0	$0.00	178296	$65,969.52
CSAH 35	16	2582.503 4" BROKEN LINE MULTI-COMPONENT (L F)	$0.37	9584	0	$0.00	9377	$3,469.49

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CSAH 35	17	2582.503 4" DOUBLE SOLID LINE MULTI-COMPONENT (L F)	$0.74	32356	0	$0.00	32335	$23,927.90
CSAH 35	18	2112.619 SHOULDER PREPARATION (RDST)	$178.00	45	0	$0.00	45	$8,010.00
CSAH 35	19	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$69.75	600	0	$0.00	612.76	$42,740.01
CSAH 35	20	2360 Bituminous Density Incentive (LS)	$10,765.72	1	0	$0.00	1	$10,765.72
CSAH 62	1	2021.501 MOBILIZATION (LS)	$21,000.00	1	0	$0.00	1	$21,000.00
CSAH 62	2	2104.503 REMOVE CABLE GUARDRAIL (L F)	$8.50	205	0	$0.00	205	$1,742.50
CSAH 62	3	2118.509 AGGREGATE SURFACING CLASS 1 (TON)	$22.00	959	0	$0.00	762.2	$16,768.40
CSAH 62	4	2231.509 BITUMINOUS PATCHING MIXTURE (TON)	$66.00	798	0	$0.00	0	$0.00
CSAH 62	5	2232.504 MILL BITUMINOUS SURFACE (1.5") (S Y)	$1.19	30901	0	$0.00	38611.46218487 4	$45,947.64
CSAH 62	6	2232.504 MILL BITUMINOUS SURFACE (2.0") (S Y)	$1.32	10801	0	$0.00	0	$0.00
CSAH 62	7	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$60.00	3966	0	$0.00	4622.38	$277,342.80
CSAH 62	8	2506.502 ADJUST FRAME AND RING CASTING (EACH)	$305.16	8	0	$0.00	15	$4,577.40

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CSAH 62	9	2540.602 MAIL BOX SUPPORT (EACH)	$115.00	6	0	$0.00	7	$805.00
CSAH 62	10	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	$100.00	14	0	$0.00	47	$4,700.00
CSAH 62	11	2554.502 END TREATMENT-TANGENT TERMINAL (EACH)	$4,000.00	3	0	$0.00	3	$12,000.00
CSAH 62	12	2554.503 TRAFFIC BARRIER DESIGN TYPE 31 (L F)	$85.00	75	0	$0.00	75	$6,375.00
CSAH 62	13	2554.603 RAISE GUARDRAIL (L F)	$40.00	64	0	$0.00	64	$2,560.00
CSAH 62	14	2563.601 TRAFFIC CONTROL (LS)	$3,726.36	1	0	$0.00	1	$3,726.36
CSAH 62	15	2574.507 COMMON TOPSOIL BORROW (C Y)	$48.04	40	0	$0.00	81	$3,891.24
CSAH 62	16	2575.501 TURF ESTABLISHMENT (LS)	$2,500.00	1	0	$0.00	1	$2,500.00
CSAH 62	17	2580.503 INTERIM PAVEMENT MARKING (L F)	$0.15	11905	0	$0.00	1152	$172.80
CSAH 62	18	2582.503 4" SOLID LINE MULTI-COMPONENT (L F)	$0.37	23650	0	$0.00	23633	$8,744.21
CSAH 62	19	2582.503 4" DOUBLE SOLID LINE MULTI-COMPONENT (L F)	$0.74	11905	0	$0.00	11950	$8,843.00
CSAH 62	20	2582.503 24" SOLID LINE PREFORM THERMO GROUND IN (L F)	$25.00	72	0	$0.00	72	$1,800.00
CSAH 62	21	2582.518 PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN (S F)	$33.00	124	0	$0.00	124	$4,092.00

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CSAH 62	22	2360 Bituminous Density Incentive (LS)	$3,313.20	1	0	$0.00	1	$3,313.20
CSAH 62	23	2575.501 TURF ESTABLISHMENT (LS)	$2,500.00	1	1	$2,500.00	1	$2,500.00
Goodland	12	2021.501 MOBILIZATION (LS)	$1,502.00	1	0	$0.00	1	$1,502.00
Goodland	13	2106.507 EXCAVATION - COMMON (C Y)	$74.00	160	0	$0.00	35	$2,590.00
Goodland	14	2118.507 AGGREGATE SURFACING (CV) CLASS 1 (C Y)	$68.00	80	0	$0.00	15	$1,020.00
Goodland	15	2231.508 MIXTURE FOR JOINTS AND CRACKS (LB)	$2.00	500	0	$0.00	500	$1,000.00
Goodland	16	2232.504 MILL BITUMINOUS SURFACE (S Y)	$13.00	330	0	$0.00	285	$3,705.00
Goodland	17	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) (TON)	$88.00	436	0	$0.00	525.66	$46,258.08
Goodland	18	2563.601 TRAFFIC CONTROL (LS)	$1,600.00	1	0	$0.00	1	$1,600.00
Totals:						**$2,500.00**		**$3,394,173.68**

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-443

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 65205 - Grading, Aggregate Base & Bituminous Surfacing - Final Payment Request

BOARD ACTION REQUESTED:
Approve final payment for Contract 65205, a grading and base project on CSAH 52, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:
TNT Construction Group, LLC has completed the grading, base & bituminous project on CSAH 52 from CR 340 to CR 342, and it is recommended that final payment be processed.

Bid Amount: $2,698,800.00
Final Amount: $2,590,937.54

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 5205 Closeout packet for Board

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-652-005

County of Itasca

Contract No.: 65205

The County Board of Itasca County hereby recognizes that the work done by TNT Construction Group, LLC of Grand Rapids, MN, under contract with Itasca County, made and entered into on February 27, 2024, 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: _____, 2024

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-652-005
CSAH 52 – Grading, Aggregate Base & Bituminous Surfacing

Name of Contractor: TNT Construction Group, LLC

Contract No.: 65205

Total Value of Work: $2,590,937.54

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.

11-13-2024
Date

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

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 65205
Pay Request Number: 11

Project Number	Project Description
031-652-005	CSAH 52 Grading & Aggregate Base

Contractor:	TNT Construction Group LLC 40 County Road 63 Grand Rapids, MN 55744	**Vendor Number:** **Up To Date:**	 11/06/2024

Contract Amount		**Funds Encumbered**	
Original Contract	$2,698,800.00	Original	$2,698,800.00
Contract Changes	($33,360.40)	Additional	N/A
Revised Contract	$2,665,439.60	Total	$2,698,800.00

Work Certified To Date	
Base Bid Items	$2,554,007.10
Contract Changes	$31,376.60
Material On Hand	$5,553.84
Total	$2,590,937.54

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$2,590,937.54	$0.00	$2,461,390.66	$129,546.88	$2,590,937.54
		Percent: Retained: 0%			Percent Complete: 97.2%

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
Rachel Metelak
County/City/Project Engineer

11/6/2024
Date

Approved By TNT Construction Group LLC
Dominic Ellison
Contractor

11/13/2024
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-05-21	$117,458.49	$5,872.92	$111,585.57
2	2024-06-03	$267,545.27	$13,377.27	$254,168.00
3	2024-06-17	$544,216.15	$27,210.81	$517,005.34
4	2024-06-26	$171,511.73	$8,575.58	$162,936.15
5	2024-07-16	$401,539.04	$20,076.95	$381,462.09
6	2024-07-31	$373,875.88	$18,693.80	$355,182.08
7	2024-08-20	$492,805.50	$24,640.27	$468,165.23
8	2024-09-03	$97,730.27	$4,886.52	$92,843.75
9	2024-09-13	$32,975.27	$1,648.76	$31,326.51
10	2024-11-05	$91,279.94	$4,564.00	$86,715.94
11	2024-11-06	$0.00	($129,546.88)	$129,546.88

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	1	$2,590,937.54	$0.00	$2,461,390.66	$129,546.88	$2,590,937.54

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Regular (CSAH)	$129,546.88	$2,665,439.60	$2,698,800.00	$2,590,937.54

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	2021.501/00 010	MOBILIZATION	LS	$255,926.78	1	0	$0.00	1	$255,926.78
Base Bid	2	2051.501/00 010	MAINT AND RESTORATION OF HAUL ROADS	LS	$1.00	1	0	$0.00	1	$1.00
Base Bid	5	2104.503/00 205	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$4.50	52	0	$0.00	52	$234.00
Base Bid	6	2104.503/00 255	REMOVE PIPE CULVERTS	L F	$8.50	764	0	$0.00	724	$6,154.00
Base Bid	7	2104.504/00 080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	$18.00	25	0	$0.00	26	$468.00
Base Bid	8	2104.504/00 120	REMOVE BITUMINOUS PAVEMENT (P)	S Y	$2.05	3731	0	$0.00	3731	$7,648.55

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	9	2106.507/00 010	EXCAVATION - COMMON (P)	C Y	$2.10	86639	0	$0.00	86639	$181,941.90
Base Bid	10	2106.507/00 030	EXCAVATION - MUCK	C Y	$6.05	12773	0	$0.00	15925	$96,346.25
Base Bid	11	2106.507/00 080	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$9.40	44710	0	$0.00	44710	$420,274.00
Base Bid	12	2106.507/00 130	COMMON EMBANKMENT (CV) (P)	C Y	$6.25	56071	0	$0.00	56071	$350,443.75
Base Bid	13	2106.603/00 030	OBLITERATE OLD ROADWAY	L F	$3.25	2880	0	$0.00	2880	$9,360.00
Base Bid	14	2118.507	AGGREGATE SURFACING (CV) CLASS 5 MOD (P)	C Y	$34.50	2745	0	$0.00	2745	$94,702.50
Base Bid	15	2118.509/00 010	AGGREGATE SURFACING CLASS 1	TON	$39.50	1311	0	$0.00	206	$8,137.00
Base Bid	16	2123.610/00 440	1.5 CU YD BACKHOE	HOUR	$300.00	100	0	$0.00	4	$1,200.00
Base Bid	17	2130.523/00 010	WATER	MGAL	$60.00	250	0	$0.00	250	$15,000.00
Base Bid	18	2211.507/00 170	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$34.50	17540	0	$0.00	17540	$605,130.00
Base Bid	19	2360.509/12 300	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$99.00	771	0	$0.00	780.3	$77,249.70
Base Bid	20	2360.509/32 305	TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,C)	TON	$99.00	582	0	$0.00	611.1	$60,498.90

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	21	2451.507/00270	COARSE AGGREGATE BEDDING (CV) (P)	C Y	$40.00	371	0	$0.00	371	$14,840.00
Base Bid	22	2501.502/04024	24" GS PIPE APRON	EACH	$530.00	18	0	$0.00	18	$9,540.00
Base Bid	23	2501.502/19018	18" CAS SAFETY APRON AND GRATE DESIGN 3128	EACH	$1,050.00	70	0	$0.00	66	$69,300.00
Base Bid	24	2501.503/00018	18" CAS PIPE CULVERT	L F	$65.00	1492	0	$0.00	1408	$91,520.00
Base Bid	25	2501.503/05024	24" CP PIPE CULVERT	L F	$68.00	610	0	$0.00	606	$41,208.00
Base Bid	26	2511.507/00013	RANDOM RIPRAP CLASS II	C Y	$115.00	23	0	$0.00	23	$2,645.00
Base Bid	27	2531.503/04180	CONCRETE CURB AND GUTTER DESIGN D418	L F	$25.00	1150	0	$0.00	1162	$29,050.00
Base Bid	28	2531.504/006060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$235.00	12	0	$0.00	12	$2,820.00
Base Bid	29	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	$115.00	53	0	$0.00	61	$7,015.00
Base Bid	30	2540.602/00158	RELOCATE MAIL BOX	EACH	$10.00	53	0	$0.00	61	$610.00
Base Bid	31	2563.601/00010	TRAFFIC CONTROL	LS	$10,000.00	1	0	$0.00	1	$10,000.00
Base Bid	32	2563.610/00011	FLAGGER	HOUR	$85.00	50	0	$0.00	0	$0.00

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	33	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	$2,500.00	1	0	$0.00	0	$0.00
Base Bid	34	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	$5,000.00	1	0	$0.00	1	$5,000.00
Base Bid	35	2573.503/00023	SILT FENCE, TYPE MS	L F	$3.50	1000	0	$0.00	645	$2,257.50
Base Bid	36	2573.503/00064	SEDIMENT CONTROL LOG TYPE COMPOST	L F	$4.05	570	0	$0.00	0	$0.00
Base Bid	37	2573.503/00065	SEDIMENT CONTROL LOG TYPE ROCK	L F	$15.00	212	0	$0.00	204	$3,060.00
Base Bid	38	2574.508/00013	FERTILIZER TYPE 3	LB	$1.00	6324	0	$0.00	6350	$6,350.00
Base Bid	39	2575.504/00020	MULCH MATERIAL TYPE 4 (P)	S Y	$0.27	153041	0	$0.00	153041	$41,321.07
Base Bid	40	2575.504/00110	RAPID STABILIZATION METHOD 4	S Y	$1.90	1160	0	$0.00	0	$0.00
Base Bid	41	2575.504/00320	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$1.60	5155	0	$0.00	3369	$5,390.40
Base Bid	42	2575.505/00021	SEEDING (P)	ACRE	$49.00	31.6	0	$0.00	31.6	$1,548.40
Base Bid	43	2575.505/00025	DISK ANCHORING	ACRE	$49.00	31.6	0	$0.00	31.6	$1,548.40
Base Bid	44	2575.508/25141	SEED MIXTURE 25-141	LB	$5.50	1513	0	$0.00	1520	$8,360.00

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	45	2575.509/00030	MULCH MATERIAL TYPE 3	TON	$149.00	42.1	0	$0.00	18	$2,682.00
Base Bid	46	2580.503/00010	INTERIM PAVEMENT MARKING	L F	$0.60	1476	0	$0.00	2900	$1,740.00
Base Bid	47	2582.503/10104	4" SOLID LINE PAINT	L F	$1.00	2952	0	$0.00	5485	$5,485.00
Base Bid	48	2582.503/40106	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	L F	$2.00	2952	0	$0.00	0	$0.00
Base Bid Totals:								**$0.00**		**$2,554,007.10**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
031-652-005		$0.00	$2,554,007.10

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-652-005	BK1	51	2360 Bituminous Density Incentive (LS)	$2,316.60	1	$2,316.60	ITM	$0.00	$0.00	1	$2,316.60
031-652-005	CO1	44	2575.508/25141 SEED MIXTURE 25-141 (LB)	$5.50	-354	($1,947.00)	ADJ				
031-652-005	CO1	49	2575.508 SEED MIXTURE 36-311 (LB)	$60.00	156	$9,360.00	ITM	$0.00	$0.00	156	$9,360.00
031-652-005	CO2	50	2105.607 COMMON EMBANKMENT (CV) (C Y)	$6.25	3152	$19,700.00	ITM	$0.00	$0.00	3152	$19,700.00
031-652-005	CO3	14	2118.507 AGGREGATE SURFACING (CV) CLASS 5 MOD (P) (C Y)	$34.50	-1820	($62,790.00)	ADJ				
Contract Change Totals:									**$0.00**		**$31,376.60**

Contract Change Totals

Number	Description	Effective Date	Amount
1	Bituminous Incentive	08/23/2024	$2,316.60
1		08/09/2024	$7,413.00
2	Issue: More of bid item 2106.507 Muck Excavation was found on the job than originally planned. Resolution: The Engineer has determined the need	08/16/2024	$19,700.00

	to increase the planned quantity of bid item 2106.507 - Common Embankment (CV) (P) by 3152 CY's. This will increase the total from 56,071 to 59,223 CY's. The increase is needed to replace additional muck found on the job under 2106 dirt work. Muck is not a planned quantity; we will overrun that item. Contract Time - is not changed		
3	The Engineer has determined that bid item 2118.507 Aggregate Surfacing (CV) Class 5 MOD (P) is to be modified to remove 1,820 CY of material that was intended to be placed under a future paving contract.	09/06/2024	($62,790.00)

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining
11	2106.507/00 080	SELECT GRANULAR EMBANKMENT (CV) (P)	2024-05-17	35,000 C Y $37,906.25	35,000 C Y $37,906.25	0 C Y $0.00
18	2211.507/00 170	AGGREGATE BASE (CV) CLASS 5 (P)	2024-05-17	17,540 C Y $12,890.94	17,540 C Y $12,890.94	0 C Y $0.00
22	2501.502/04 024	24" GS PIPE APRON	2024-05-31	18 EACH $5,941.76	18 EACH $5,941.76	0 EACH $0.00
23	2501.502/19 018	18" CAS SAFETY APRON AND GRATE DESIGN 3128	2024-05-31	70 EACH $54,217.98	66 EACH $51,119.81	4 EACH $3,098.17
24	2501.503/00 018	18" CAS PIPE CULVERT	2024-05-31	1,492 L F $43,617.31	1,408 L F $41,161.64	84 L F $2,455.67

Contract Total	**$2,590,937.54**

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-446

DEPARTMENT: Land Department
PRESENTER: Kory Cease

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Amendment to Thistledew Camp Lease with Department of Corrections

BOARD ACTION REQUESTED:
Approve amendment #8 to Thistledew Camp Lease #9887 between Itasca County and Department of Corrections, and authorize necessary signatures.

BACKGROUND:
This is a five year renewal of the 2.5 acre lease with the MN Department of Corrections which was established in 1992 to be used for outdoor recreation activities by the Thistledew Camp.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 9887 Amend 8 - DOC signed

11/19/2024

RESULT:	**RECOMMENDED FOR _CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

Docusign Envelope ID: D54802D0-2A8E-4CB7-8B62-5593113EA794

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. **8** to

Lease No. **9887**

THIS AMENDMENT No. 8 to Lease No. 9887 is made by and between County of Itasca, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of Department of Corrections.

WHEREAS, Landlord and Tenant entered into Lease No. 9887, dated May 7, 1992, involving the lease of approximately Two and One Half (2 ½) acres of land comprising the SW ¼ of the NE ¼ of the SW ¼ of the NW ¼ of Section 20, Township 62 North, Range 23, West of the 4th Prime Meridian in Itasca County, to be used solely as a wilderness base site for cross country ski trips and associated outdoor recreation activities by the Thistledew Camp, Department of Corrections.

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of the Lease No. 9887 effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for a period of five (5) years, commencing January 1, 2025 and continuing through December 31, 2029 ("Renewal Term") at the same terms and conditions as set forth in the Lease, except as provided for herein.

2. **RENT**

   2.1 Tenant shall pay Landlord rent for the Renewal Term in the sum of five hundred and no/100 dollars ($500.00), payable in equal annual installments of one hundred and no/100 dollars ($100.00) per year, such amount to be paid on December 31 of the applicable calendar year during the Renewal Term.

   3.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

   Minnesota Department of Corrections
   Financial Services Division
   1450 Energy Park Dr # 200
   St Paul MN 55108

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2.2 Rent Payment Address Tenant shall pay Landlord via electronic payment to the payment address Landlord has provided in the SWIFT System, or mail or deliver the annual rent set forth above on or before December 31 of the applicable calendar year to Landlord at the following address:

County of Itasca
Itasca County Courthouse
Land Department
Grand Rapids MN 55744

3. **NOTICES**

3.1 Deletion Section 5 of the Amendment No. 4 to the Lease is hereby deleted and of no further force or effect and is replaced with the following Sections 3.2 and 3.3.

3.2 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 3.3 below:

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or

c. when delivered via electronic mail from Tenant to Landlord at realestate@co.itasca.mn.us (provided such delivery or attempted delivery is confirmed), or

d. one (1) business day after deposited with an overnight courier service.

3.3 Mailing Addresses:

Landlord:
Itasca County Land Department
Attn: Real Estate Specialist
1177 LaPrairie Ave
Grand Rapids MN 55744
Email: realestate@co.itasca.mn.us

Tenant:
Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155
Attn: Lease Supervisor

4. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. The parties further agree that this Amendment may be executed by electronic signature and that said electronic signature shall

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be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

5. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

NO ATTACHMENTS

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
COUNTY OF ITASCA
Landlord certifies that the appropriate person(s) have executed this Amendment to the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions, or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate Management Division

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF CORRECTIONS

By DocuSigned by: Paul Schnell 10BCAE2272D1476...

Title Commissioner

Date 7/26/2024

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

By DocuSigned by: Mary Myers 3BA67BF2337049F...

Date 8/19/2024

SWIFT P.O. FY25 PO 3-164901 c-20352

Contract No. 255497

Account Code 411001

Fund No. 1000

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-450

DEPARTMENT: Land Department
PRESENTER: Sara Thompson, Kory Cease

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Greenway Snowmobile Trail License Renewal

BOARD ACTION REQUESTED:
Approve an updated Recreational Snowmobile Trail License with Glacier Park Iron Ore Properties, LLC (GPIOP) in sections in Section 34 of T56N R23W and authorize necessary signatures.

BACKGROUND:
The trail license is required to cross Glacier Park Iron Ore Properties, LLC (GPIOP) lands. Glacier Park provided an updated recreational trail license for this section of trail south of Calumet. This document is similar to the other recreational trail licenses we have with other enitities in similar circumstances.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Misc 1440 - 20241011 Greenway trail
2. Exhibit B

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

RECREATIONAL SNOWMOBILE TRAIL LICENSE AGREEMENT

This RECREATIONAL TRAIL LICENSE AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2024, by and between Glacier Park Iron Ore Properties LLC, hereinafter called the "Licensor", and the Itasca County Land Department hereinafter called "Licensee".

WITNESSETH

WHEREAS, Licensor has certain ownership rights in the premises more particularly described in Exhibit "A" attached hereto and forming part of this agreement (the "Licensed Premises"); and

WHEREAS, Licensee is interested, with Licensor's prior approval, in developing a recreational snowmobile trail on, over, through, and across part of the land described on Exhibit A and as depicted on Exhibit B (in Section 34 of T56N R23W); and

WHEREAS, Licensee has requested permission to construct, maintain, repair, and operate a forty foot (40') wide trail through and across the Licensor's Premises for the purpose of constructing, maintaining, repairing and operating a recreational snowmobile trail.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, to be observed and performed by the Licensee, Licensor hereby licenses to the Licensee, only insofar as Licensor has a legal right to do so, to construct, maintain, operate, and repair a forty foot (40') wide trail across the Licensor's Premises in the approximate location of the trail marked in orange on the map of the Licensor's Premises attached hereto as Exhibit "B", and forming part of this Agreement and, subject to all of the provisions hereinafter set forth, for a period commencing upon execution of this Agreement, and terminating at 11:59 p.m. on December 31, 2029, subject to Licensor's rights of termination as hereinafter provided, it being understood and agreed, however, that the Licensee shall not, by virtue hereof, acquire, and this License does not grant to the Licensee, any right, title or interest, legal or equitable, in the Licensed Premises except as specifically granted herein.

1. The license herein is made expressly subject to all existing rights-of-way occupied or granted upon, over or across the Licensed Premises and to all other public and private

rights existing in and to the Licensed Premises as of the date hereof, and to the following reservations, restrictions, limitations and conditions:

a. The Licensee shall only use the Licensed Premises solely for the purposes herein set forth and for no other purposes whatsoever and, except as provided in section 2 (b) and 2(c) of this Agreement, the Licensee shall not grant to others the right to use the Licensed Premises, or any part thereof, without the prior written consent of the Licensor, which consent may be granted or withheld at Licensor's sole discretion.

b. This License shall not be construed to be a covenant on the part of the Licensor for quiet enjoyment, it being understood that the Licensor undertakes to grant this permission only to the extent of its interest in and to the said Licensed Premises, as the same may appear, and only insofar as it has the legal right to do so; and

c. It is understood that the Licensee shall, prior to its use and occupancy of the Licensed Premises, obtain all necessary licenses and permissions therefore from the proper public authorities, and the said use and occupancy thereof and all operations hereunder shall be conducted in strict compliance with all laws applicable thereto and with all rules and regulations promulgated, adopted and published by any commission or other governmental body having authority in the matter.

2. The Licensee, in consideration of the license granted herein, covenants and promises as follows:

a. To exercise the license in a suitable and proper manner and at no cost and expense to the Licensor. Licensee agrees that it shall without cost to Licensor (except as Licensor may voluntarily contribute) be responsible for all necessary maintenance work upon the Licensed Premises, policing the Licensed Premises and keeping the same in a neat and orderly condition. Licensor shall have no responsibility for the condition of the Licensed Premises or for policing the safe and proper use of the recreational snowmobile. Prior to the use of the Licensed Premises, Licensee shall at its sole expense employ and commission a trail safety audit by qualified professional snowmobile trail safety engineers to ensure the snowmobile trail is safe for users. Any safety concerns identified in the safety audit shall be remediated by Licensee before opening and use of the Licensed Premises.

b. To post such directional and informational signs on the Licensed Premises in a manner consistent with signage guidelines found in the MN DNR "Trail Planning, Design, and Development Guidelines" manual as hereafter amended. Licensee shall have the right to layout, mark, develop, improve and maintain the recreational snowmobile trail within the Licensed Premises; to make topographical changes for the necessity and convenience of constructing the grant-in aid recreational snowmobile trail; to post signs marking the Licensed Premises; to manage vegetation, through selective planting or removal of trees or plant species; and to designate any and all the aforementioned rights to the duly organized non-profit organizational club(s) designated through the Minnesota Trails Assistance Program.

c. To allow members of the general public access to and use of the Licensed Premises without charge for the purpose of snowmobile trail riding.

d. To protect the Licensed Premises and to keep the title free and clear of and from any and all mechanics', laborers', materialmen's, or other liens, claims, clouds and encumbrances in any manner arising from or growing out of any use or occupancy of or any work or operation conducted upon or in connection with the Licensed Premises, or any part thereof, by or on behalf of Licensee.

e. Not to assign this License or any of the privileges herein granted without the prior written consent of the Licensor except that the Licensee may allow use of the trail by others solely for the purposes allowed under this Recreational Trail License.

3. Licensor and Licensee also agree as follows:

a. Licensor grants this License and Licensee accepts this License for the purpose of allowing public use of the Licensed Premises without charge for recreational purposes within the meaning of Minn. Stat. Sec. 604A.20 through Minn. Stat. Sec. 604A.27, with the intention that Licensor and Licensee shall thereby be immune from liability in accordance with said sections;

b. Subject to the provisions and liability limitations of Minnesota statutes chapter 466.04 now or as hereafter amended and other applicable law and statutes, without intending to waive either party's statutory immunity from liability under Minn. Stat. Sec. 604A.20 through Minn. Stat. Sec. 604A.27, Licensee agrees to assume and hereby does assume, as between Licensee and Licensor, any and all liability for injury to or death of persons and loss or destruction of or damage to property, including said Licensed Premises, in any manner arising from or growing out of

or alleged to have arisen from or grown out of the occupation, entry, and use of the Licensed Premises, or any part thereof, by or under Licensee, however such injury, death, loss, destruction or damage may occur or be caused, and to make good any damage to the property of the Licensor resulting from the entry, occupation and use, authorized or not, of the Licensed Premises or any part thereof by or under Licensee, it being the intent and purpose of this License that no additional risk or liability is assumed by the Licensor;

c. Subject to the provisions and liability limitations of Minnesota statutes chapter 466.04 now or as hereafter amended and other applicable law and statutes, Licensee agrees to release, discharge, protect, defend, indemnify, save and hold harmless the Licensor of and from any and all claims, demands, suits, actions, causes of actions, damages, losses, recoveries, judgments, costs and expenses whatsoever, which shall or may be caused or occasioned by or result from any use or occupancy of the Licensed Premises by or under Licensee, and shall survive termination of this License. If Licensor requests specific counsel be hired to defend Licensor under this provision, Licensee will make a good faith effort to retain that counsel so long as not prohibited by other law, requirement, or agreement;

d. Licensee agrees to release and discharge the Licensor of and from any and all claims for damages to or destruction of the said Licensed Premises, or any part thereof, in any manner caused by or under the Licensor, whether the same be due to the negligence of the Licensor, its officers, representatives, agents or employees, or otherwise, or arising from any other cause whatsoever.

e. Licensor and Licensee agree that Licensee's obligation under this Recreational Trail License to release, discharge, protect, indemnify, save, and hold harmless Licensor shall not apply where Licensor has willfully taken action to cause injury so as to deprive the parties of the statutory immunity from liability afforded by Minn. Stat. Sec. 604A.20 through Minn. Stat. sec. 604A.27.

f. This Section 3 shall not be construed so as to create any liability on the part of the Licensee or the Licensor for which either of them would otherwise be immune from liability, or be subject to limitations of liability, under applicable Minnesota Statutes.

g. Notwithstanding any other provision of this Recreational Trail License, Licensee's liability to Licensor shall be limited as provided in this Paragraph 3(g).

Licensee shall procure and maintain liability and umbrella liability insurance, naming Licensor as an additional insured, with limits of $1,000,000 per person, $1,000,000 per occurrence, and umbrella liability coverage of $5,000,000 The total liability, in the aggregate, of Licensee, its officers, employees, agents, and any of them, to Licensor and anyone claiming by, through or under Licensor, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the recreational trail project which is the subject of this Recreational Trail License, from any cause or causes, including but not limited to the negligence, errors, omissions, strict liability or breach of contract or warranty express or implied of Licensee or Licensee's officers, employees or agents or any of them, shall not exceed the total insurance proceeds paid on behalf of or to Licensee by Licensees insurers in settlement or satisfaction of claims of Licensor or third parties, or any of them, under the terms and conditions of Licensee's insurance policies applicable thereto. If no insurance coverage is provided with respect to a claim, then the total liability, in the aggregate, of Licensee and Licensee's officers, employees, agents, and any of them, to Licensor and anyone claiming by, through or under Licensor, for any and all such uninsured claims shall not exceed $1,000,000.

4. At any time, in Licensor's sole and exclusive discretion, for any reason or no reason, and at Licensor's convenience, Licensor may terminate this Recreational Trail License, as to the whole or any part of the Licensed Premises, by providing Licensee with six (6) months advance written notice of intent to terminate, and, upon the expiration of said six (6) months, this Recreational Trail License and any and all rights and privileges granted hereunder shall terminate. Termination of this Recreational Trail License for any reason whatsoever shall not relieve Licensee from any of Licensee's responsibilities, liabilities or obligations arising out of actions or events occurring prior to the effective date of such termination. Any delay on the part of Licensor in enforcing any of the provisions of this Recreational Trail License shall not constitute a waiver by the Licensor of its rights hereunder; and a waiver by the Licensor of a default shall not be deemed a waiver of any subsequent default of the License.
5. Upon receiving notice from Licensor of Licensor's intent to terminate this Recreational Trail License for the whole or any part of the Licensed Premises, Licensee, at its own cost and expense, shall, as promptly as possible, but in any event within ninety (90) days after receiving the Licensor's notice of intent to terminate, remove all property and

material which Licensee has, under this Recreational Trail License or otherwise, erected, constructed or placed upon the Licensed Premises and Licensee shall restore and leave the same in a neat and proper condition. Should the Licensee, for any reason whatsoever, fail within the ninety (90) day period to remove any of said property and material from the Licensed Premises, then and in that event, the Licensor, without further notice to the Licensee, shall have the right to cause the Licensed Premises to be placed in such neat and proper condition at the cost and expense of the Licensee or Licensor may appropriate said property and material to its own use without compensation to the Licensee or to any other party, and Licensee hereby agrees to reimburse and pay the Licensor for any and all loss, cost, and expense so sustained and incurred.

6. Whenever it is necessary or proper to deliver upon either party to this License a written notice or other instrument, delivery thereof shall be binding upon such party if sent by registered or certified mail, properly addressed to such party at its last known business office, which, in the absence of written notice to the contrary, shall be understood to be:

Licensor: Glacier Park Iron Ore Properties LLC
801 East Howard Street
PO Box 429
Hibbing, MN 55746

Licensee: Itasca County Land Department
1177 LaPrarie Avenue
Grand Rapids, MN 55744

Such notice shall be effective upon the date of mailing or the date of personal delivery, as the case maybe.

7. This License and all of the terms and provisions hereof shall extend and inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. Recreational Snowmobile Trail License Agreement may be executed in one or more counterparts and scanned and electronic signatures shall be deemed as valid as an original.

IN WITNESS WHEREOF, the parties hereto have each caused this instrument to be duly executed as of the day and year first above written

Dated this _____ day of _____, 20_____.

GLACIER PARK IRON ORE PROPERTIES LLC

_____

David A. Schlagel, President

LICENSEE - ITASCA COUNTY LAND DEPARTMENT

_____

Authorized Representative of Licensee

Print name: _____

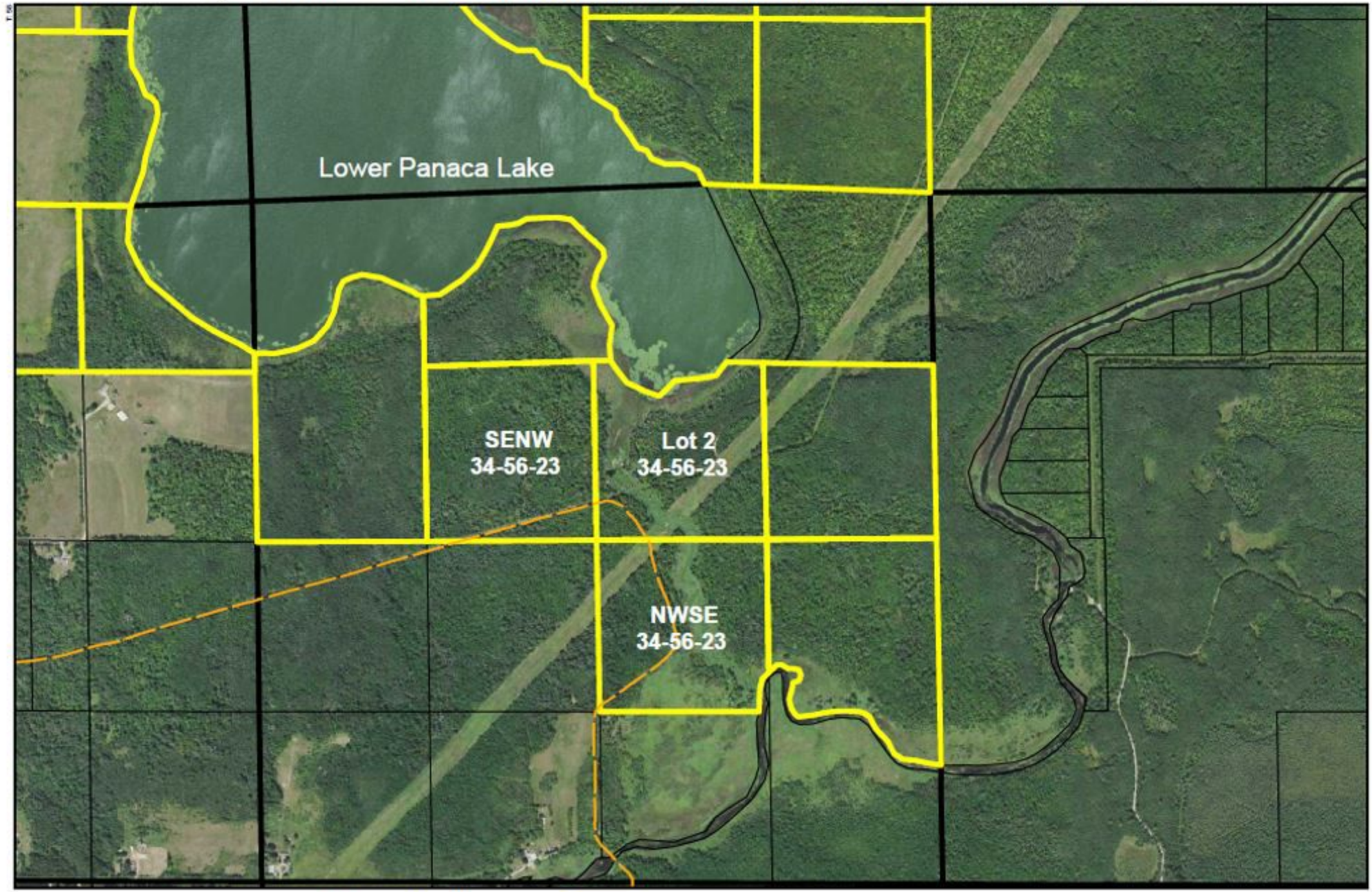
Print title: _____

EXHIBIT A

RECREATIONAL TRAIL LICENSE
GLACIER PARK IRON ORE PROPERTIES LLC. PARCEL LIST

- Southeast Quarter of the Northwest Quarter, (SE ¼ NW ¼) of Section 34, Township 56N, Range 23W, Itasca County. (Parcel Number 18-034-2400)
- Lot 2 (Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section 34, Township 56N, Range 23W, Itasca County. (Parcel Number 18-034-1300)
- Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) of Section 34, Township 56N, Range 23W, Itasca County. (Parcel Number 18-034-4200)

EXHIBIT B - Recreational Snowmobile Trail License on GPIOP Properties



Glacier Park
Iron Ore Properties

1 inch = 1,500 feet

GPIOP Surface Lands

Snowmobile Trail

EXHIBIT B
Recreational Trail License

Date: 9/26/202

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-453

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Kory Cease, Michael Gibbons

AGENDA ITEM:
Update to County Timber Sale Policy

BOARD ACTION REQUESTED:
Approve the updated Itasca County Timber Sale Policy.

BACKGROUND:
There have been recent instances where changes have been imposed upon timber permits after sale. The update to the policy (Item I. A. 22.) allows the permit holder to return the permit and receive a full refund without penalty or the Land Commissioner to revise the terms of the permit accordingly.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Itasca County Timber Sale Policy_November 2024

11/19/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 11/26/2024 2:30 PM**

11/26/2024

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

ITASCA COUNTY TIMBER SALE POLICY



I. Sale of Timber Permits

A. General Timber Auction Terms.

1. Minimum down payment is a non-refundable 15% of the appraised value as defined in MN Statute 282.04 subd. 1(b), of which 10% will be held as a performance bond and 5% as stumpage advance.
2. Performance bond will be refunded upon satisfactory completion of the sale conditions.
3. A permit to cut and remove the timber from the land will be issued to the purchaser in whose name the bid is made.
4. Duration of sales is three logging seasons unless otherwise stated.
5. One regular extension may be granted for a period not to exceed one year upon payment of 10% of the uncut "bid-up value" balance applied as a stumpage payment. Minimum extension fee shall be $200.
6. Additional extensions may only be granted in the case of hardship. (See section II)
7. Balance of permit stumpage bid-up value must be paid in full before logging begins (except as found in A.9.).
8. Upon written request by the permit holder, stumpage payments described in A.7. may be refunded only if no cutting has taken place on the permit and if refunded within the same calendar year as the stumpage payment was received.
9. Balance of permit stumpage bid up value may be secured as specified under Section IV: "Security Policy for Land Department Timber Permits".
10. Eligible bidders must do the following prior to being able to bid at Itasca County timber auctions:
    a. Complete a one-time Itasca County Affidavit of Compliance (Exhibit 1).
    b. Be listed on the Minnesota DNR Qualified Purchasers List in good standing as provided for in Minnesota Statute 90.145.
11. No bidder can act in any capacity of behalf of a non-qualifying operation for the purpose of procuring rights to purchasing timber from Itasca County.
12. No bid will be accepted from any operation having a delinquent or uncollectible timber sale account or a pending timber trespass with a state, federal, or other county agency.
13. Violation of eligibility limits will result in loss of down payment and/or triple stumpage prices of permit and/or loss of privilege to purchase stumpage from Itasca County.
14. Bidders are responsible to know and comply with all regulations and eligibility limits.
15. It is the responsibility of the bidder to arrange and secure access to permits.
16. It is the responsibility of the bidder to examine permit sites and understand cutting regulations on each site. Submission of bid reflects bidder has inspected the sale and is able to complete the contract as presented at the price bid and agreed upon.

17. Appraised timber included as a bid species to be sold at public auction will include a 15% market reduction adjustment.
18. Oral auction bidding will be in increments of not less than two percent.
19. Timber will be sold to the highest eligible bidder at not less than the appraised value listed on the timber appraisal. The resulting bid up percent will be applied to species subject to bid within the auction tract.
20. Itasca County reserves the right to accept or reject any and all bids.
21. In matters under dispute or of county discretion, the final administrative decision will be made by Land Commissioner, which may be formally appealed to the County Board according to the appeal process described in Section VI of the "Itasca County Timber Sale Specifications & Guidelines".
22. In circumstances where significant after-the-fact changes are imposed onto a timber permit after sale, the permit may be returned to county and all downpayments re-funded to permit holder without penalty, or in such circumstances, the Land Commissioner may revise the terms of the permit accordingly.
23. and if the changes affect a base stumpage rate in the permit, it may be adjusted accordingly and the bid up percent then applied to the new base rate.
24. Tracts not sold at public auction may be available over-the-counter at the appraised value subject to their original auction permit terms on a first-come basis until withdrawn from sale.

B. Regular Timber Auction Terms
   1. No limit on the size nor the number of permits that may be held by an operation.
   2. Approximately 60% of the timber permits offered annually will be offered at regular auction.
   3. Regular tracts are transferable upon written approval of Land Commissioner.

C. Intermediate Timber Auction Terms
   1. Limited to bidders having 30 or fewer employees. For the purposes of this clause, "employee" means an individual working in the timber or wood products industry for salary or wages on a full-time or part-time basis.
   2. Each bidder, including their affiliates (as defined by section G.1.), may have no more than four permits purchased through intermediate auction sale in possession at any time.
   3. Size of sales to be approximately 1000 cords or less.
   4. Approximately 40% of the timber permits offered annually will be offered at intermediate auction.
   5. Intermediate tracts are non-transferable except in the case of a hardship or when it is in the best interest of the county as determined by Land Commissioner.
   6. Each bidder, including their affiliates, may purchase only one sale in the first round of bidding. A bidder may purchase more than one sale in the second round of bidding but may not exceed the possession limit of four intermediate permits.
   7. At the discretion of the county, unsold intermediate tracts may be offered at regular auction or over-the-counter on a first-come basis for the appraised value, subject to their original terms, but not counted toward the intermediate auction permit limit of four.

D. Sealed Bid Auction Terms
    1. All sealed bid forms and guarantee bid bonds must be received at the Itasca County Land Department by deadline listed in Notice of Terms. Forms which are not legible or incomplete will be withdrawn from auction.
    2. A $300 guarantee bid bond must be submitted with sealed bid. One guarantee bid bond will cover all bid tracts and will be returned by mail to non-successful bidders. Successful bidders will have the guarantee bid bond applied to the advance payment on the first tract awarded. Forfeiture of any successful bid tract will result in the loss of guarantee bid bond and will not be applied to any other tracts as advance payment. Itasca County reserves the right to require cashier or certified checks from any bidder.
    3. Failure to make any down payments by deadline listed in Notice of Terms will result in the forfeiture of tracts awarded and guarantee bid bond.
    4. Sealed bid auctions shall only offer Regular Auction timber sales.
    5. Sealed bid auctions will be offered at the discretion of the county.
E. Informal (Section One) Timber Permit Terms
    1. Informal sale of timber will be made for management purposes only. Examples include small, isolated stands adjacent to other ownership, small sales requiring special logging care, salvage sales, firewood sales, fence line sales, right of way sales and any minor sale deemed appropriate by the county.
    2. Size of informal sales shall not exceed the 500 cord limit or as defined in MN Statute 282.04 subdivision 1(c) and no operation may hold more than two active informal sales at any one time.
    3. Duration of sales will be one year unless otherwise stated.
    4. At the discretion of the county, one regular extension may be granted for a period not to exceed one year upon nonrefundable payment of 10% of the uncut balance. Minimum extension fee is $200.
    5. Payment of full permit stumpage value is required at time of sale.
    6. Performance bond of 10% the appraised value is required at the time of sale or $200, whichever is greater.
F. Receipt Sale Timber Permit Terms
    1. Receipt sale of timber will be made for management purposes only as determined by the county.
    2. Total stumpage value of sale shall be $200 or less.
    3. Payment of full permit stumpage value is required at time of sale.
    4. Duration of sales shall be no longer than one year.
    5. No extensions shall be made available.
G. Definitions.
    1. As defined in MN Statute 90.01:
        a. Affiliate – a person who controls, is controlled by, or is under common control with any other person, including, without limitation, a partner, business entity with common ownership, or principal of any business entity or a subsidiary, parent company, or holding company of any person; or a person who bids as a representative for another person.
        b. Responsible bidder – a person or affiliate of a person who is financially responsible; demonstrates the judgment, skill, ability, capacity, and integrity

requisite and necessary to perform according to the terms of a permit issued under this chapter; and is not currently debarred by a government entity for any cause.

2. Delinquent – a 60-day overdue account beyond the interest-free grace period.
3. Good standing – An operation which has no delinquent bills or permit non-compliance with the county or state.
4. Hardship – means a death, illness or other calamity directly affecting production of the operation, or dissolvement of the operation.
5. Operation – means a person, partnership or company legally operating on a timber permit.
6. Partnership – Any two or more individuals sharing in or having the right to share in any portion of the proceeds of the business shall be considered one operation. Example: Independent or custom haulers are not considered partners because they haul for a number of different operations and do not share in ownership.

II. Timber Permit Extensions

A. Catastrophic Events.

1. Purpose: Catastrophic events include but are not limited to events such as windstorms and insect or disease outbreaks resulting in loss of substantial volumes of merchantable timber. The purpose of a catastrophic event extension is to salvage such timber products in a timely manner before they deteriorate, to reduce wildland fuels and fire hazards, to promote natural regeneration and improve visual quality of the affected area.
2. Policy: Land Commissioner may grant a one year extension without charge on timber permits due to catastrophic events, damaged or not, if the permit holder is salvaging catastrophically damaged timber tracts from any ownership. These extensions are subject to the following conditions:
    a. Permit holder must request the extension in writing prior to when the requested permit expires. Request must include copies of damaged timber permits that were logged, number of cords, permit administrator, permit administrator's telephone number, and which tracts the permit holder wants to extend.
    b. The District Forester and Assistant Land Commissioner will review request and provide recommendations to Land Commissioner.
    c. Damaged timber tracts must be harvested within 1 year prior to when the permit requested for extension expires.
    d. Volume of the damaged timber tract must be substantially equal to or greater than the volume of the permits requested for extension and cannot already have been used for a free extension on any ownership.
    e. Land Commissioner also has the option to remove extended intermediate sale permits from the intermediate sale permit quota for that permit holder.
    f. Extensions on Itasca County permits are not to exceed one year.
    g. Catastrophic events are determined as assessed by the county.

B. Hardship Extensions.

1. Lack of Frost. Expiring timber permits which cannot be logged due to lack of frost on the permit area may be extended one year without charge at the discretion of the county when the following conditions are met:
    a. Insufficient freezing of the access road subject to the following conditions: (i) Access roads were cleared of snow in December and kept that way until March and, (ii) the permit holder made a good faith effort to use the road in late winter but was unsuccessful due to lack of frost.
    b. If permit holder attempted to harvest the permit area within a reasonable timetable in the season but was shut down by the District Forester because of possible site damage due to lack of frost.
    c. If no attempt is made to freeze down the access road and log the permit area on permits requiring frozen conditions but there has been an unusually warm winter or unusually early break up.
    d. Permit holder must request a hardship extension in writing. Lack of frost hardship requests will be reviewed annually by the county after March 1.
2. Unforeseen and Significant Reduction in Regional Timber Markets.
    a. When such conditions are determined by the county to exist, one additional one-year regular extension may be granted on expiring timber permits at the discretion of the county.
    b. Timber market conditions are determined as assessed by the county.

III. Indemnification and Insurance Requirements for Timber Sale and Earthen Materials Contracts.

A. All timber sale and earthen material contracts requiring tort liability insurance shall be subject to the Itasca County Indemnification and Insurance Policy dated April 27, 2010.
B. Indemnification and insurance requirements include but are not limited to contract indemnification statements as approved by the Itasca County Attorney and worker's compensation insurance at State of Minnesota statutory limits.
C. Insurance limits shall include the following reduced minimum insurance requirements established June 22, 2010 (Exhibit 2):
    1. A Proof of Insurance Certificate in the amount currently purchased by the contract holder or its subcontractors but not less than $300,000 per individual claim and $1,000,000 for any number of claims arising out of a single occurrence naming Itasca County as additional insured; and
    2. Business/commercial auto liability insurance in the amount of $500,000 combined single limit naming Itasca County as additional insured; and
    3. A signed and current Workers Compensation Certificate of Compliance on file (Exhibit 3) or current Insurance Certificate of Workers Compensation and Employer's Liability at $500,000 each accident, $500,000 Disease -Policy Limit, and $500,000 Disease -Each Employee.

IV. Security Policy for Timber Sale Permits.

A. Minnesota Statute 282.04 Subd. 1 (j) authorizes Itasca County to accept an irrevocable bank letter of credit in the amount equal to any payment or deposit required for the selling of timber on tax-forfeited lands as specified in subd. 1 (b).
B. Itasca County accepts irrevocable bank letters of credit (LOC) as security for timber permits. The 15% down payment of the bid up appraised value (due at the time of sale) must be paid for in cash, not by LOC. Any additional charges, such as performance bonds, must also only be paid for in cash, and not by LOC.
C. Within five (5) business days prior to beginning sale operations, the timber permit holder has the option to furnish security by LOC for the full timber permit stumpage value.
D. No harvesting is permitted until payment is received or proper security has been furnished for the entire bid up stumpage value on the permit.
E. Should the permit holder default on the sale under the LOC option prior to when logging begins, the permit holder shall, at a minimum, lose the 15% down payment as a penalty for not completing the contract.
F. Additionally, the permit holder may be liable for costs and losses incurred by Itasca County on that sale in excess of the 15% down payment. Costs and losses to Itasca County may include but are not limited to: interest, extensions, decreases in stumpage value upon resale of the timber, additional permit layout and administrative costs required for re-sale, and loss of timber merchantability due to blowdown or disease after the sale has forfeited to Itasca County until the sale is re-offered and harvested.
G. The county will not allow the transfer of the LOC to any other timber permit, and no extensions shall be granted to a timber permit using LOC as security unless the expiration date of the LOC is also extended by the issuing financial institution.
H. If a LOC is provided, the county may periodically allow the LOC to be reduced by an amount proportionate to the value of timber that has been harvested and for which the county has received payment, at the written request of the permit holder. The remaining amount of the LOC must not be less than 20 percent of the value of the timber purchased in the permit.
I. Itasca County will only accept a letter of credit that is issued by one of the following eligible issuing financial institutions:
    1. A bank that is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation.
    2. A savings and loan association insured by the Federal Savings and Loan Insurance Corporation.
    3. A Federal credit union insured by the National Credit Union Association.
J. The LOC is an obligation to Itasca County by an issuing bank or other financial institution based on a third-party agreement between the timber permit holder and the institution. Itasca County is not a party to this agreement. A LOC is similar to cash deposits in that Itasca County may draw cash from the issuing institution up to the amount stated in the LOC.
K. The LOC shall expire on whichever of the following dates occur first:
    1. The date the permit holder makes full payment of all permit obligations; or
    2. The date the issuing financial institution makes full payment of its obligation herein if a draft has been drawn against it; or

3. No later than a date equal to the term of the timber permit plus one year past the permit expiration date.

L. If a scale is entered against the sale and not paid for in 30 days, on the 31st day a draw may be made against the LOC. A LOC will not be released by Itasca County until the county has declared the permit is finished and is eligible to be closed, and the permit's balance is paid in full.

M. A LOC will not be accepted by any person or organization having a timber trespass, delinquent timber sale balance, or an unresolved issue with any county Land Department, state or federal organization. If a timber permit holder abuses the LOC option and a timber permit is not paid for in full or a draw is required against the LOC, Itasca County will not accept another LOC for payment of timber from that entity or organization for a period of five years.

N. LOC Contents (see Exhibit 4): A LOC must include: (a) LOC number, (b) statement that the letter of credit is irrevocable, (c) name of the issuing institution's customer (permit holder), (d) total credit extended must equal the entire bid up permit value (including the down payment), (e) authorization to draw sight drafts upon the issuing institution in favor of Itasca County, (f) statement that the LOC number appearing on the sight draft is sufficient identification for honoring the LOC and the LOC must specify only one identification number, (g) an unqualified expiration date for presentation of sight drafts for payment that is equal to the term of the timber permit plus one year past the permit expiration date.

V. Land Department Accounts Receivable Policy

A. General accounts receivable collection procedures.
   1. This policy section applies to all land department accounts receivable unless otherwise regulated or stated withinin a permit, license, contract or lease.
   2. Initial payment billing is sent for the permit from the Land Department for payment of account balance due.
   3. A second billing notice is sent at 30 days from initial billing date;
   4. A third billing notice is sent at 60 days from initial billing date, the permit becomes delinquent at this time and interest begins accruing on the unpaid balance at the rate of 12% APR,
   5. A fourth billing notice is sent at 90 days from initial billing date, interest continues accruing at the rate of 12% APR.

B. Delinquent account collection procedures if permit has expired or cancelled.
   1. A fifth billing notice is sent which includes notation of 15 days to respond.
   2. After 15 days of fifth billing notice, a letter is sent informing permit holder that the permit is then closed and the file may be brought to Conciliation Court or District Court if the county is not contacted within the next 15 days.
   3. After 15 days from written cancellation notification by the Land Department, court action may be pursued, depending on amount of outstanding balance and/or outcome of the Court(s).

C. Delinquent account collection procedures if timber permit has not expired.
   1. Notification is sent through letter from Land Department for the potential of a payment plan as determined by Land Commissioner.

2. Final notices are sent monthly until permit expiration date or permit completion/closing, at which time the procedure progresses to the steps listed under Section V.B., “Delinquent account collection procedures if permit has expired or cancelled.”
3. Interest will continue to accrue on unpaid balance until the permit reaches Court resolution or payment is received, whichever occurs first.

D. Additional terms and conditions for delinquent accounts.
1. New Itasca County timber permits may not be purchased by delinquent permit holder nor may cutting begin on already purchased sales until outstanding overruns, extension fees, and/or other Land Department bills are resolved.
2. No bid for purchasing timber will be accepted from any bidder having a delinquent or uncollectible timber permit account or a pending timber trespass with a county, state or federal agency. Violation of eligibility limits will result in loss of down payment and/or loss of privilege to purchase stumpage from Itasca County.

Return this page ONLY

EXHIBIT 1

Bidder No. .....

AFFIDAVIT OF COMPLIANCE

STATE OF MINNESOTA)
)
COUNTY OF ITASCA)

_____ being one of the bidders at any Itasca County timber
(PRINT NAME)
auction acknowledges and represents as follows:

1. That I am responsible to know and comply with Itasca County Timber Sale Policy and all prescribed regulations.

2. That I am not acting in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to purchase timber from Itasca County.

3. That I do not have a delinquent or uncollectible timber sale account or pending timber trespass with a County, State or Federal agency.

4. That I understand that violation of eligibility limits will result in loss of privilege to purchase timber from Itasca County and that I may be subject to other sanctions as well.

5. That I acknowledge and understand that this Affidavit is a sworn document made under penalty of perjury.

_____
Name of Operation or Individual

_____
Authorized Signature

_____
Address

I hereby authorize the person(s) listed below to act as a bidder on my behalf

_____
City State Zip Code

_____
Additional Bidder (print name)

Phone._____

_____
Additional Bidder (print name)

Subscribed and sworn to before me this
____day of _____, 20_____

_____
Additional Bidder (print name)

_____
Notary Public

_____
Additional Bidder (print name)

_____
Additional Bidder (print name)

*Any additions or deletions of bidders must be done in writing.

EXHIBIT 2

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		If you have no employees, the attached Certification of Compliance must be completed and notarized.			WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder has been added as additional insured.

CERTIFICATE HOLDER	CANCELLATION
Itasca County 1177 LaPrairie Avenue Grand Rapids MN 55744	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT 3

ITASCA COUNTY
LAND DEPARTMENT

1177 LaPrairie Avenue
Grand Rapids, MN 55744-3322
218-327-2855 • Fax: 218-327-4160

Certification of Compliance- Minnesota Workers' Compensation Law

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with workers' compensation insurance coverage requirement of M.S. Chapter 176. The information required is: **the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure.** This information will be collected by the licensing agency and retained in their files.

This information is required by law, and any licenses or permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a $2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor & Industry.

Insurance Company Name: _____
(NOT the insurance agent)
Policy Number: _____
Dates of Coverage: _____ to _____

OR I am not required to have worker's compensation liability coverage because (check one below):

( ) I have no employees.

( ) I am self-insured (include permit to self-insure).

( ) I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees).

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: _____

Business name (if different)

Business Address: _____

City, State, Zip: _____

Phone: _____

Signature: _____ Date: _____

Subscribed and sworn to before me, a Notary Public in and for said County, this _____ day of _____, 20____.

_____

Notary Public

Exhibit 4

Itasca County Timber Permit Letter of Credit

(Bank Letterhead-including Street and mailing address of issuing bank)

Issue Date:_____

Irrevocable Letter of Credit Number:_____

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

(Name of issuing bank)_____ of (city and state where bank is located) has established an Irrevocable Letter of Credit in favor of Itasca County, at the request of and for the account of (name of timber permit holder) in the amount of Dollar amount in words ($ Numeric dollar amount as well), to secure the payment guarantee of the full timber permit stumpage value and fulfillment of Itasca County Timber Permit Number _____, effective immediately.

Said funds are available by presentation of your sight draft which clearly specifies the number of this credit, and are drawn in favor of the secured contract number cited above. In the event of default in payment by the permittee of monies due Itasca County under the timber permit, said funds are available by presentation of your written demand against this Irrevocable Letter of Credit which specifies the number of this Letter of Credit, the Timber Permit Number, and the total amount due.

Sight drafts drawn hereunder as specified above, will be duly honored if presented to us at our office on or before expiration. This Letter of Credit shall expire on the earlier of the following dates: (1) the date the timber permit holder makes full payment of all permit obligations, (2) the date this bank makes full payment of its obligation herein, after Itasca County has made demand therefor, or (3) no later than a date equal to the term of the timber permit plus one year past the permit expiration date. This Letter of Credit is provided under Minnesota Statute 282.04 subd. 1.

The ___(name of issuing institution)___ is a bank member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation; a savings and loan association insured by the Federal Savings and Loan Insurance Corporation; or a federal credit union insured by the National Credit Union Association.

Sincerely,

_____ _____
Name & Title Street Address or P.O. Box

_____ _____
Financial Institution City, State, Zip Code

ACKNOWLEGEMENT

State of
Minnesota) SS

County of _____)
The forgoing instrument was acknowledged before me this _____day of _____, 20____
By _____ of _____.

Notary
Seal:

_____
Notary Public
My Commission Expires:_____

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-108

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 11-26-2024 Citizen Input Sign-Up Sheet

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

CITIZEN INPUT
SIGN-UP SHEET

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

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

Nick Hansen

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3566

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.

Welcome to Jessi Bloom, a new Probation Officer for the Probation Department, which was effective November 18, 2024.

Welcome to Arbaz Mohammed, the new Civil Design Engineer for the Transportation Department, which was effective November 18, 2024.

Congratulations to Brandon Nelson, who transferred from Mechanic/Welder to Highway Maintenance Worker with the Transportation Department, which was effective November 10, 2024.

~~Welcome to Mathew Howell, the new Probation Officer for the Probation Department, which was effective November 25, 2024.~~

Welcome to Robert Kubeczko, a new Highway Maintenance Worker for the Transportation Department, which was effective November 25, 2024.

Welcome to Nikki Andrews, the new Legal Secretary for the Attorney's Department, which was effective November 25, 2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-129

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 November 27, 2024, in the amount of $12,298,898.39.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-140

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
ICHHS Warrants

BOARD ACTION REQUESTED:
Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for November 2024, in the amount of $1,520,088.07.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 11-26-2024 ICHHS Report

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

ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744
Hearing Impaired Number TDD: 218-327-5549
218-327-2941
Visit us at : www.co.itasca.mn.us

November 2024

Income Maint/Admin Payments	$	250,930.24
Social Services - Waivers	$	82,966.33
Social Services - Non-Waivers	$	402,758.63
Foster Care/Out of Home/FamilySupport	$	384,937.51
Relative Custody/Preventive Placement Costs/Incidentals	$	51,412.45
Public Health	$	24,994.50
Community Health Board	$	322,088.41
Total	$	1,520,088.07

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

November 2024
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison

	Actual 2024	Actual 2023	Actual 2022	Actual 2021 (COVID Yr)	Actual 2020
January	358,655.03	481,711.66	433,150.76	375,450.87	459,792.92
February	392,553.96	553,117.21	348,631.48	276,036.33	591,619.05
March	406,513.25	549,963.91	390,198.68	470,336.10	503,054.15
April	490,023.47	519,051.04	552,814.60	327,746.28	447,083.94
May	499,374.53	438,535.58	487,698.28	435,540.15	533,038.47
June	358,348.53	563,762.89	585,853.92	453,742.31	382,221.73
July	424,373.46	429,881.33	400,212.87	295,647.79	361,553.69
August	381,991.86	482,732.73	484,467.08	406,809.83	324,126.58
September	471,425.74	397,517.32	499,454.00	351,501.34	388,223.65
October	465,927.89	445,148.34	596,946.77	253,884.89	482,584.01
November	384,937.51	510,070.44	361,433.79	424,163.31	397,425.90
December		383,715.02	510,726.16	280,089.95	351,799.88
Total	4,634,125.23	5,755,207.47	5,651,588.39	4,350,949.15	5,222,523.97

Child Protection Statistics

	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	49	24	49%	8	33%
February	35	17	49%	11	65%
March	38	14	37%	0	0%
April	40	15	38%	10	67%
May	36	20	56%	11	55%
June	38	13	34%	6	46%
July	27	13	48%	7	54%
August	42	11	26%	6	55%
September	45	18	40%	3	17%
October	32	14	44%	3	21%
November	60	23	38%	11	48%
December			#DIV/0!		#DIV/0!
	442	182	41%	76	42%
			average		average
2023	510	275	56%	84	32%
2022	605	300	50%	96	33%
2021 (COVID Yr)	522	343	67%	95	28%
2020	573	326	56%	97	33%

November 2024

Out of Home Placement Payments by Vendor

		Rate		Invoices Paid
The Bridge Residential Facility	-	$250/day		$ 63,240
Nexus	-	$525/day		$ 60,676
Northwestern MN Juvenile	-	$260-$372/day		$ 57,772
Northwood	-	$294-$331/day		$ 20,459
Snyders/Foundation for Life	-	$122/day		$ 18,600
Lutheran Social Services	-	$148-$194/day		$ 17,390
Village Ranch	-	$175 - $231/day		$ 15,176
Fond Du Lac Foster Care	-			$ 14,356
Northstar	-	$128/day		$ 12,400
180 Degrees Inc	-			$ 8,908
Port Group Homes	-	$269/day		$ 2,800
Peace House	-	$115/day		$ 2,148
Anoka County Juvenile Center	-	$226 - $282/day		$ 1,580
Dungarvin	-			$ 1,092
Arrowhead Juvenile Center	-	$250/day		$ -
Crow Wing Community Serv	-	$295/day		$ -
Dakota County Juvenile Serv	-	$325 - $340/day		$ -
Heartland Girls Ranch	-	$249 - $316/day		$ -
Kidspeace Corp	-	$266/day		$ -
Kindred Family Focus	-			$ -
Lighthouse	-	$128/day		$ -
Little Sand Group Home	-	$366/day		$ -
MCF - Redwing	-	$260/day		$ -
MN Dept of Corrections	-	$269/day		$ -
New Trails Group Home	-	$242/day		$ -
North Homes	-	$175 - $429/day		$ -
Pathfinders Children Treat	-	$106/day		$ -
Prairie Lakes Youth Program	-	$209 - $239/day		$ -
Serenity Christian Homes	-	$256.69/day		$ -
St Cloud Children's Home	-	$221/day		$ -
Volunteers of America	-			$ -
West Central Juvenile Center	-	$334/day		$ -
Woodland Hills	-	$152 - $331/day		$ -
Individuals*	-	$21 - $121/day		$ 88,342
Total				**$ 384,938**

*Individuals : Includes Foster Care & Family Support Programs

November 2024
North Homes & Northwestern Placement Breakdown

North Homes

	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	7,263.05	410.02	10,147.20	23,958.48	16,943.96	5,869.85	64,592.56
Feb	-	6,396.26	10,485.44	19,965.40	-	6,478.07	43,325.17
Mar	12,082.25	3,280.16	-	855.66	20,692.67	7,986.16	44,896.90
Apr	23,006.50	25,143.79	20,784.79	53,820.84	20,197.12	9,047.59	152,000.63
May	9,045.02	35,584.59	21,664.15	64,522.30	11,146.98	12,451.85	154,414.89
Jun	-	-	-	-	-	-	-
Jul	5,072.10	2,125.52	11,009.65	40,187.47	-	9,542.84	67,937.58
Aug	7,790.16	7,439.32	12,638.16	35,753.70	-	-	63,621.34
Sep	-	23,580.15	22,019.30	25,187.01	-	9,936.36	80,722.82
Oct	11,006.82	43,730.46	23,795.05	41,883.21	-	3,221.10	123,636.64
Nov	-	-	-	-	-	-	-
Dec							-
	75,265.90	147,690.27	132,543.74	306,134.07	68,980.73	64,533.82	795,148.53

Northwestern

		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		32,457.27	9,570.00	17,100.00	6,939.57		66,066.84
Feb		31,820.43	20,860.00	9,240.00	19,431.57		81,352.00
Mar		27,851.25	18,774.00	16,016.00	20,757.78		83,399.03
Apr		39,352.00	15,112.00	11,704.00	16,779.87		82,947.87
May		11,400.00	30,780.00	11,131.77	28,080.53		81,392.30
Jun		16,280.00	10,430.00	19,712.00	31,441.69		77,863.69
Jul		23,976.00	12,218.00	12,916.00	19,516.03		68,626.03
Aug		27,635.00	19,668.00	13,255.99	6,999.53		67,558.52
Sep		37,666.05	15,496.00	11,088.00	8,599.53		72,849.58
Oct		39,140.00	8,344.00	4,928.00	8,308.03		60,720.03
Nov		36,408.00	13,708.00	1,848.00	5,808.35		57,772.35
Dec							-
	-	323,986.00	174,960.00	128,939.76	172,662.48	-	800,548.24

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-458

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Commissioner Johnson

AGENDA ITEM:
American Rescue Plan (ARP) Request - Itasca County Sheriff's Office

BOARD ACTION REQUESTED:
Approve the American Rescue Plan (ARP) request, in the amount of $20,000, from the Itasca County Sheriff's Office for Safe Road Zone Funding (US Hwy 169 Traffic Safety).

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ARP Request - Sheriffs Office

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

Amanda Schultz

From: noreply@civicplus.com
Sent: Tuesday, November 19, 2024 1:03 PM
To: Brett Skyles; Gail Guck; Amanda Schultz; Shelley Kebart; John Johnson
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Itasca County Sheriff's Office
Name of Contact:	Chief Deputy Chris Peterson
Address:	108 NE 5th Street
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	2183270623
E-mail Address:	christopher.peterson@co.itasca.mn.us
Commissioner District:	District 3 - John Johnson
Project Name:	Safe Road Zone Funding (US HWY 169 Traffic Safety)
Amount Requested:	$20,000.00
Project Budget & Summary of Project:	US HWY 169 between Grand Rapids (MM307) and Keewatin (MM332) in Itasca County is a mostly rural and small community highway corridor of 25 miles that has been the subject of a decades long improvement study and, more importantly, has experienced both injury and fatal crash rates that are above or exceed what MnDOT considers a critical rate, especially at intersections. TH 169 / Cross Range Expressway Corridor (Senator David J. Tomassoni Memorial Cross Range Expressway), from Grand

Rapids, MN (~MM307) to Keewatin, MN (~MM332) is a 25-mile segment of highway under the control of the Minnesota Department of Transportation. It is a primary connection to the Iron Range and the northern areas of Minnesota. Between Grand Rapids and Keewatin, TH 169 traverses no less than six (6) major intersections and six (6) major curves. East of Grand Rapids, TH 169, travels through or near the communities of Bovey, Coleraine, Taconite, Marble, Nashwauk, and Keewatin, as well as several local townships. This corridor has been the subject of a decades long improvement study and, more importantly, has experienced both injury and fatal crash rates that are above or exceed what MnDOT considers a critical rate, especially at intersections (Please see attached reference studies). “As a partner with Itasca County, MnDOT is the road authority for TH 169 Cross Range Expressway within the area proposed for targeted enforcement. There have been at least 10 fatal and serious injury crashes along the TH 169/Cross Range Expressway Corridor over the past 5 years (Hill, MnDOT - Letter of Support). The hazardous intersections are further exacerbated by excessive speeding, distracted driving violations such as those associated with cellular telephone/hand-free offenses, and seasonal weather complications such as snow removal (snowbank obstructions).

SAFE ROAD ZONE STATE FUNDS

Dynamic Speed Display Signs four (4) X $7,500 =$30,000
Road Safety Signage four (4) X $1,250 =$ 5,000
Billboard Advertising five (5) X $2,000 =$10,000
Social Media / Printed Materials =$10,000
Radio Advertising five (5) X $ 500 =$ 2,500
Newspaper Advertising five (5) X $ 500 =$ 2,500
Concrete – Portable Sign Pads four (4) X $1,500 =$ 6,000

=$66,000
ENFORCEMENT SAFE ROAD ZONE STATE FUNDS

One (1) deputy X 50 weeks X 12 hours/week @ $90.00/hr. =$54,000
(top deputy overtime = 1.575 rate with fringe)
TOTAL =$120,000

** Requesting consideration of $20,000 matching funds for the project. Please also see attached (ICSO Letter of Intent)

Additional Information: ICSO Letter of Intent.docx

Email not displaying correctly? View it in your browser.

May 3, 2024

Safe Road Zone Funds – Letter of Intent

Sheriff Joe Dasovich
Itasca County Sheriff's Office
108 NE 5TH Street
Grand Rapids, MN 55744

To Whom It May Concern:

The Itasca County Sheriff's Office respectfully requests your consideration of our application for funding via the Safe Road Zone Funds program.

Funding Details

Safe Road Zone State Funds	+	Local Match	=	Total Cost
46,000	+	*20,000*	=	**66,000**

Enforcement Safe Road Zone State Funds	+	Local Match	=	Total Cost
50,000	+	*4,000*	=	**54,000**

- *Funding Notes*: Safe Road Zone State funding of this effort represents an opportunity for local agencies to work together to reduce the number of serious and fatal crashes on TH 169, within Itasca County, via a two-prong approach that includes public awareness and education in conjunction with greater traffic safety enforcement efforts.

Safe Road Zone State Funds

-	Dynamic Speed Display Signs	four (4)	X	$7,500	=$30,000
-	Road Safety Signage	four (4)	X	$1,250	=$ 5,000
-	Billboard Advertising	five (5)	X	$2,000	=$10,000
-	Social Media / Printed Materials				=$10,000
-	Radio Advertising	five (5)	X	$ 500	=$ 2,500
-	Newspaper Advertising	five (5)	X	$ 500	=$ 2,500
-	Concrete – Portable Sign Pads	four (4)	X	$1,500	=$ 6,000
					=$66,000

Enforcement Safe Road Zone State Funds

- One (1) deputy X 50 weeks X 12 hours/week @ $90.00/hr. **=$54,000**
  (top deputy overtime = 1.575 rate with fringe)

TOTAL **=$120,000**

Project Description

US HWY 169 between Grand Rapids (MM307) and Keewatin (MM332) in Itasca County is a mostly rural and small community highway corridor of 25 miles that has been the subject of a decades long improvement study and, more importantly, has experienced both injury and fatal crash rates that are above or exceed what MnDOT considers a critical rate, especially at intersections. (Please see attached reference studies)

Selection Criteria

- *Describe how project was identified*:

TH 169 / Cross Range Expressway Corridor (Senator David J. Tomassoni Memorial Cross Range Expressway), from Grand Rapids, MN (~MM307) to Keewatin, MN (~MM332) is a 25-mile segment of highway under the control of the Minnesota Department of Transportation. It is a primary connection to the Iron Range and the northern areas of Minnesota. Between Grand Rapids and Keewatin, TH 169 traverses no less than six (6) major intersections and six (6) major curves. East of Grand Rapids, TH 169, travels through or near the communities of Bovey, Coleraine, Taconite, Marble, Nashwauk, and Keewatin, as well as several local townships. This corridor has been the subject of a decades long improvement study and, more importantly, has experienced both injury and fatal crash rates that are above or exceed what MnDOT considers a critical rate, especially at intersections (Please see attached reference studies). "As a partner with Itasca County, MnDOT is the road authority for TH 169 Cross Range Expressway within the area proposed for targeted enforcement. There have been at least 10 fatal and serious injury crashes along the TH 169/Cross Range Expressway Corridor over the past 5 years (Hill, MnDOT - Letter of Support). The hazardous intersections are further exacerbated by excessive speeding, distracted driving violations such as those associated with cellular telephone/hand-free offenses, and seasonal weather complications such as snow removal (snowbank obstructions).

- *What is the partnership with other agencies*:

The Itasca County Sheriff's Office would like to lead this Safe Road Zone effort in partnership with Itasca County Engineering, the Minnesota State Patrol, the Nashwauk Police Department, the Keewatin Police Department, and with the support of MnDOT and Itasca County Board of Commissioners; Board Chair John Johnson (District 3) and Commissioner Casey Venema (District 5).

OPTIONAL: Additional Notes

- Included in this application are letters of support from:

    - Itasca County Commissioner & Board Chair – John Johnson – District 3
    - Itasca County Commissioner & Vice Chair – Casey Venema – District 5
    - MnDOT District Engineer – Duane R. Hill, P.E.

    - Please see included Map of Project Location

Thank you for your consideration of our application for funding via the Safe Road Zone Funds program.

Sincerely,

_____
Sheriff Joe Dasovich
Itasca County Sheriff's Office

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-462

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Commissioner Snyder

AGENDA ITEM:
American Rescue Plan (ARP) Request - Bigfork Valley Community Foundation

BOARD ACTION REQUESTED:
Approve the American Rescue Plan (ARP) request, in the amount of $10,000, from the Bigfork Valley Community Foundation for an Edge Center for the Arts Storage project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ARP Request - Bigfork Valley Community Foundation

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

From: noreply@civicplus.com
To: Brett Skyles; Gail Guck; Amanda Schultz; Shelley Kebart; Terry Snyder
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Wednesday, November 20, 2024 6:49:40 PM

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Bigfork Valley Community Foundation
Name of Contact:	Kristen Huot
Address:	PO BOX 44
City:	Bigfork
State:	MN
Zip Code:	56628
Phone Number:	218-743-4116
E-mail Address:	kristen@bigforkvalleyfoundation.org
Commissioner District:	District 2 - Terry Snyder
Project Name:	Edge Center for the Arts Storage
Amount Requested:	$10,000.00
Project Budget & Summary of Project:	This project is for an upgraded storage option for the Edge Center for the Arts in Bigfork, MN. New storage space was going to be added within Bigfork School as part of the Bigfork School & Community Enhancement project, however, a determination was made that Edge storage needs would best be addressed with a new larger onsite 30' x 40' storage building. The building itself is currently being constructed, and this funding will provide further site improvements for accessing the building, add wiring and lighting, and will include interior storage space furnishings and related construction. Contractors and students from Bigfork School are both involved in the project. The students account for an in-kind contribution and are gaining valuable knowledge and experience.

Itasca County ARP Funding: $10,000.00
Bigfork Valley Community Foundation, Blandin Foundation, IRRRB: $26,000.00
In-kind Contributions (estimated at): $4,000.00
Total Edge Center for the Arts Storage project total: $40,000.00

Total project for the Edge Center for the Arts and Bigfork School & Community Enhancement project that this is part of:
$2.8 million +

The Bigfork School & Community Enhancement project added a new community fitness & wellness center, locker room space and related amenities, office and storage space, showers, HVAC, mechanical systems, electrical systems, public restrooms accessible from the Bigfork River Walk Trail and outdoor events, updated education/academic space, and eventually storage space for the Edge Center for the Arts. The project provides essential services to residents and visitors of the City of Bigfork and the Edge of the Wilderness Area.

The project resulted in, and will result in, adequate, safe, healthy and useful new space that will be utilized by students, student athletes, and the community, which in turn will lead to positive impacts for individuals and the area community as a whole.

Additional Information:	*Field not completed.*

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-463

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Commissioner Snyder

AGENDA ITEM:
American Rescue Plan (ARP) Request - Marcell Family Center

BOARD ACTION REQUESTED:
Approve the American Rescue Plan (ARP) request, in the amount of $7,000, from the Marcell Family Center for an HVAC/Efficiency Improvement Phase II project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ARP Request - Marcell Family Center

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

From: noreply@civicplus.com
To: Brett Skyles; Gail Guck; Amanda Schultz; Shelley Kebart; Terry Snyder
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Wednesday, November 20, 2024 7:37:45 PM

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American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Marcell Family Center
Name of Contact:	Joel Karels
Address:	49023 State Highway 38, PO BOX 74, Marcell, MN 56657
City:	Marcell
State:	MN
Zip Code:	56657
Phone Number:	2188323444
E-mail Address:	marcellfc@bigfork.net
Commissioner District:	District 2 - Terry Snyder
Project Name:	Marell Family Center HVAC/Efficiency Improvement Phase II
Amount Requested:	$7,000.00
Project Budget & Summary of Project:	Funding Breakdown: Itasca County ARP Funds: $7,000.00 Marcell Family Center Funds: $9,954.00 Project Breakdown: New Multi-purpose Community Room Furnace/AC/Air Source Heat Pump: $15,454.00 New Protective Roof over unit: $1,500.00 Total Project Cost: $16,954.00 This mechanical upgrade project at the Marcell Family Center is needed as the current Multi-purpose Community Room HVAC system is over 20 years old, had a complete breakdown, and isn't as energy efficient as new systems. We will be using a much

more efficient heating and cooling air source heat pump system. This will also help reduce operating expenses allowing us to utilize funds for community programming priorities. We will also be constructing a roof to protect the outdoor unit component of the project.

We replaced the main level furnace with a similar unit earlier this year.

We believe that the Marcell Family Center is and will continue to be a success story for enhancing lives in Marcell Township, other Edge of the Wilderness communities, and Itasca County. The Marcell Family Center provides a venue for recreation activities, education programs, public hearings, public information seminars, youth programs, local meetings, family gatherings, social gatherings, non-profit fundraisers and much, much more. The Marcell Family Center provides a safe and comfortable venue for area residents and visitors to enjoy a variety of opportunities. These life-enhancing opportunities would not be available in the immediate area if the Center did not exist. The Marcell Family Center also makes a positive impact on the local economy by providing paid positions, hosting events that draw people from the community and beyond, obtaining grants and other funding that is spent primarily in the local community and more.

The Marcell Family Center is a 15,000 sq. ft. facility designed to be suitable, in both form and function, to meet a wide variety of social, educational, and recreational needs for residents and visitors. Functional space incorporated into the facility includes a gymnasium, a multi-purpose hall, a commons area, class/meeting room, fitness center, book exchange, archery range, public computer, and a food preparation/meeting area.

Additional Information:	*Field not completed.*

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-469

DEPARTMENT: Administrative Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Commissioner Johnson, Joe Dasovich

AGENDA ITEM:
NW MN Juvenile Center Board Appointments

BOARD ACTION REQUESTED:
Discuss appointments to NW MN Juvenile Center Board Appointments.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Approve the appointments of Sheriff Joe Dasovich and Commissioner Johnson as Board members with Chief Deputy Chris Peterson and Health & Human Services Director Eric Villeneuve as alternates for an indefinite term; reaffirmed yearly.

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

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-418

DEPARTMENT: Administrative Services
TIME REQUESTED: 20 Minutes
PRESENTER: Tamara Lowney

AGENDA ITEM:
IEDC 2024 Final Report

BOARD ACTION REQUESTED:
Receive the Itasca Economic Development Corporation (IEDC) 2024 Final Report.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. IEDC POS Agreement 2024 Final FULLY EXECUTED
2. IEDC County Presentation 11.26

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of January, 2024, by and between the County of Itasca, herein called the "County," and Itasca Economic Development Corporation (IEDC), a corporation organized and existing under the laws of the State of Minnesota, located at 1201 7th Ave SE, 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 Economic Development 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 January 23, 2024 to December 31, 2024, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be $80,000.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one (1) payments of $80,000.00 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 No bond required for this service contract.

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 <u>General Liability Insurance</u>

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

	Limit
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

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

J.1.6.1 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, is 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 23rd day of January 2024.

ITASCA ECONOMIC DEVEL. CORP.

By: Tamara Barney (Jan 25, 2024 13:33 CST)
Its Jan 25, 2024

COUNTY OF ITASCA, MINNESOTA

By: John Johnson (Jan 25, 2024 15:31 CST)
Its County Board Chair

By: Brett Skyles (Jan 25, 2024 15:47 CST)
Its Clerk of the County Board

APPROVED AS TO FORM & EXECUTION

By: Matti Adam (Jan 25, 2024 16:33 CST)
Itasca County Attorney

Exhibit A

Itasca Economic Development Corporation (IEDC)

IEDC shall provide the following services:

1. Continue county-wide efforts regarding business attraction, retention, and recruitment.

2. Measurable outreach to the greater Itasca County area; measurement factors to include: number of times in each Commissioner district, who the outreach involved (both IEDC and Community representative), outcomes or resulting actions, follow-up activities and other notable results. Outreach should include both normal business hours and after-hour interactions.

3. Specific outreach to greater Itasca County city/township councils.

4. Inform District specific County Commissioner when conducting outreach in their respective areas, afford the opportunity for the Commissioner to be present at the meeting.

5. Organize and promote training for current business to assist in topics and issues pertinent to critical issues.

6. Continued assessment of an Itasca County Business Construction ready site list. Construction ready should include such items as: infrastructure to curb stop, land surveyed, boring samples collected (if applicable) and contaminates or other soil issues identified, etc.

7. Present to the County Board on a bi-annual basis activities conducted related to agreement to include measurement items listed in #2 and #6 above.

8. All County funds to be spent on activities to promote business within Itasca County.

IEDC

Itasca Economic Development Corporation





AREAS OF FOCUS

- SBDC Business Consulting & Training
- Business, Attraction Retention & Expansion
- Community Engagement & Outreach
- Site Identification & Development
- Energy Transition Community Planning & Grant Writing

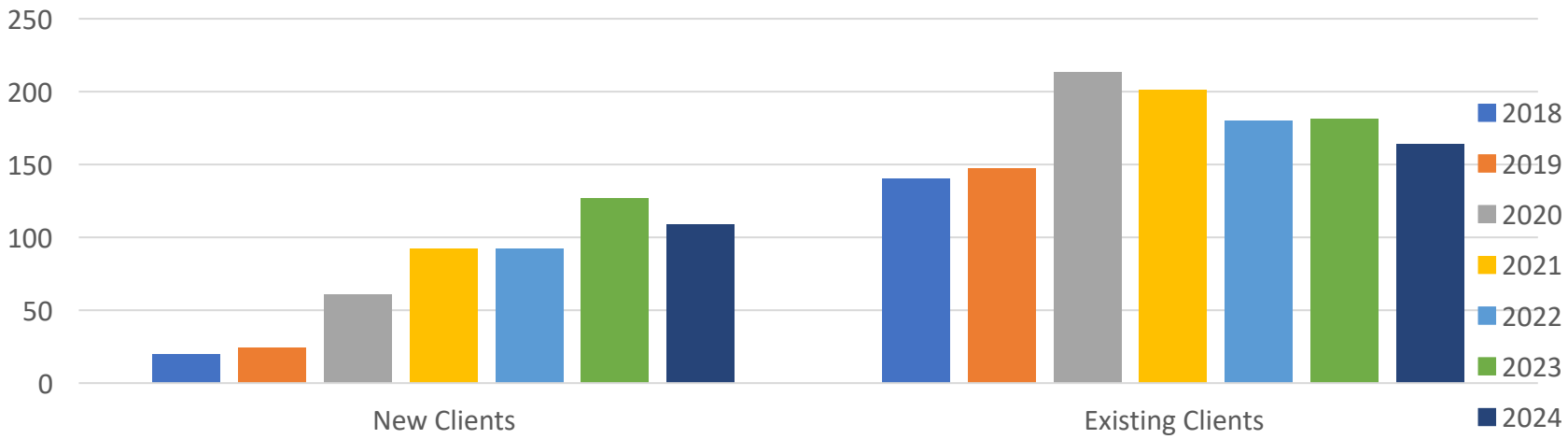


2024 YTD SBDC *

- New Client Registrations: 109
- New/Bought Businesses: 13
- Capital Investment: $2,037,400
- Clients: 164
- Consulting Hours: 584
- Jobs Created/Maintained: 218

**Through October 31st, 2024*

SBDC 2018-2024 YTD



	2018	2019	2020	2021	2022	2023	2024*
New Business Starts	8	7	6	7	11	21	13
New Clients	20	24	61	92	92	127	109
Existing Clients	140	147	213	201	180	181	164

Through October 31st, 2024

CLIENT HIGHLIGHTS:
218 TREE SERVICE, LLC

Overview:
Founded in 2022, 218 Tree Service, LLC specializes in tree removal and trimming, tree injections, snow removal, and landscaping. Operated by its three co-owners, the business began with limited resources, relying on personal equipment and capital.



Challenges:
The owners needed guidance to secure a property for their operations and lacked a formal structure for managing business assets, posing potential risks to their growth plans.

218 TREE SERVICE LLC
218-398-1545

218 TREE SERVICE, LLC

SBDC Support:

- Assisted in identifying and securing a warehouse/self-storage property.
- Provided advisory on financing options for the purchase, helping the group access over $500,000 in funding for their projects.
- Delivered 10 hours of consultation on the building acquisition, including the establishment of a holding company to safeguard assets and support future growth.

Results:

218 Tree Service expanded its operations by acquiring a warehouse, which not only stores their equipment but also generates additional revenue through RV and boat storage rentals. The company is on track for further expansion in the upcoming year.

CLIENT HIGHLIGHTS: NORTH STAR LAKE RESORT

- **Overview:**
  North Star Lake Resort, LLC is a family-owned and operated resort located in Marcel, MN. After relocating from the Twin Cities, the owners leveraged their 32 years of combined military service to pursue their vision of revitalizing and expanding this beloved lakeside destination. The resort offers a range of accommodations and services, with ongoing upgrades to enhance guest experiences.
- **Challenges:**
  The family faced the typical challenges of transitioning into resort ownership, including crafting a strong financial foundation and planning for sustainable growth.



NORTH STAR LAKE RESORT

SBDC Support:

- Guided the creation of a comprehensive business plan and financial projections during the purchase process.
- Supported the integration of RV sites and energy-efficient upgrades to the property.
- Provided financial literacy training through the IEDC/SBDC-sponsored “Know Your Numbers” course, empowering the owners to make informed decisions.

Results:

North Star Lake Resort has successfully expanded its offerings, including new RV sites and eco-friendly enhancements to its facilities. The owners are committed to further modernizing their rental cabins and expanding guest amenities, positioning the resort as a premier destination in the region.



ROOTS AND WINGS EARLY LEARNING CENTER, LLC

Overview:

Roots and Wings Early Learning Center, LLC is a childcare startup addressing a critical need in Coleraine, MN. The center is designed with a unique nature-based approach to education, providing children with immersive learning experiences that connect them to the natural world. The project will support over 100 childcare openings and create 15 full-time positions. This multi-million-dollar initiative is led by two owners with professional backgrounds in elementary public education and business accounting and finance.

Challenges:

The project requires substantial financing and coordination to meet the high costs of construction and startup. Identifying and leveraging grant opportunities is also essential for ensuring long-term sustainability.

ROOTS AND WINGS EARLY LEARNING CENTER, LLC

SBDC Support:

- Guides the development of a comprehensive business plan and financial projections.
- Supports the creation of a marketing strategy, including social media and website development.
- Assists in identifying and accessing both traditional and non-traditional financing, as well as regional nonprofit funding sources.
- Continues to help secure additional grant funding for the project.

Results:

Roots and Wings is close to securing full financing for its facility through a blend of traditional lenders, non-traditional sources, and regional nonprofit organizations. Located in a federally designated Childcare Access Equity Area, the project is on track to provide much-needed childcare solutions to the community by 2025, while driving significant economic impact through job creation and family support.



SPECIALIZED BUSINESS TRAINING

Know your Numbers and Increase your Profits!

- Analyze and track business financial performance
- Use break-even analysis for decision making on cost, pricing, and profitability
- Avoid cash shortage and increase cash flow
- Plan for and manage growth
- Communicate more effectively with bankers and other financial professionals
- Receive 1-on-1 coaching specific to business goals

Starting a Business in MN

- Determining Business Structure
- Business Planning
- Registering and completing business filings
- Income and Expense Tracking
- Financial Projections
- Marketing – Digital Footprint
- Resources



OUR SERVICES

SBDC

- Business Plans
- Financial Analysis
- Start-Up Assistance
- Loan Packaging
- Marketing Assistance
- Business Site Selection
- Feasibility Analysis
- Succession Planning



BUSINESS, ATTRACTION RETENTION & EXPANSION

- **27 Active Projects**
  - 16 Attraction
    - 3 RFI
  - 4 Expansions
  - 3 Succession/Retention
  - 4 Relocation



- **Site Visits**
  - 4 Completed (5 properties)



BUSINESS DEVELOPMENT

Outreach

- MN Chamber
- Community Venture Network
- Center on Rural Innovation
- NE MN Collaboration

Research & Advocacy

- MN Permitting
- Clean Tech
- Green Iron
- Rural Wealth Building
- 4th T - Technology

MINNESOTA CHAMBER OF COMMERCE
GROWING MINNESOTA

EDAM
ECONOMIC DEVELOPMENT ASSOCIATION of MINNESOTA

CVN COMMUNITY VENTURE NETWORK

MID AMERICA EDC

NREDA
National. Rural. Connected.

CORI Center on Rural Innovation

Community Strategies Group
aspen institute

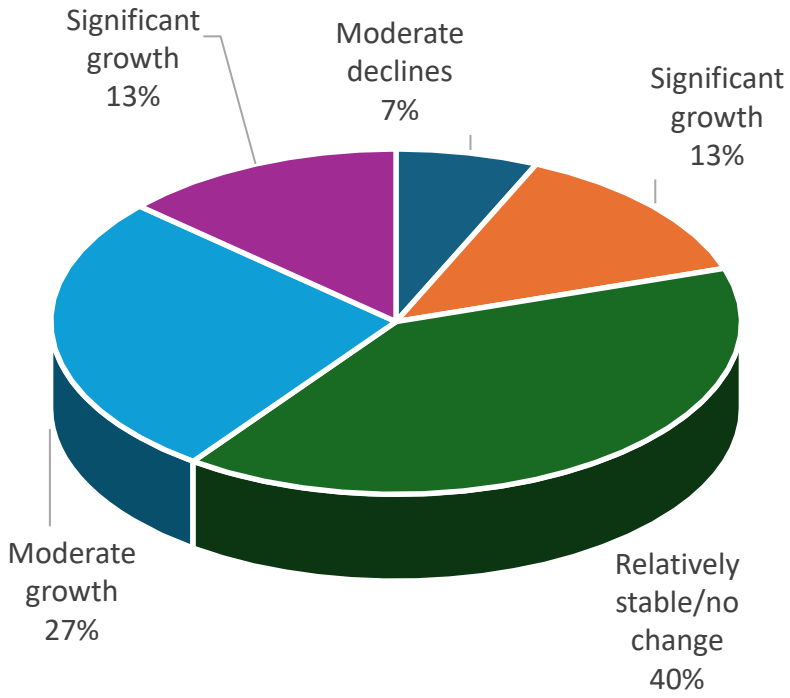
RMI
ENERGY. TRANSFORMED.

NREL
Transforming ENERGY

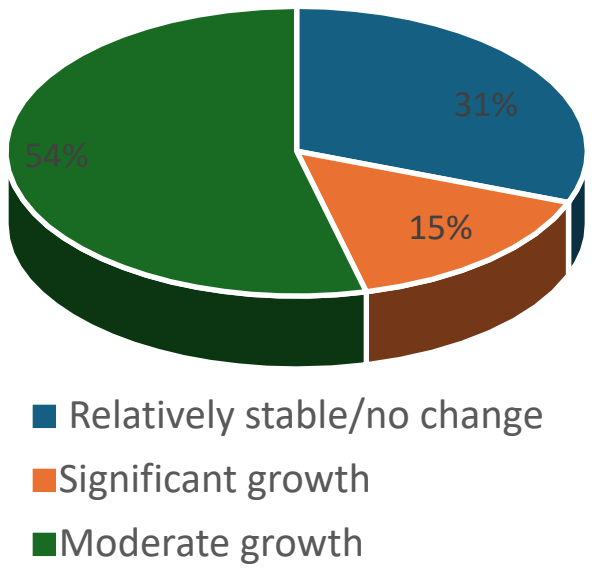
GREAT PLAINS INSTITUTE

BRE FEEDBACK

Overall performance in the past year

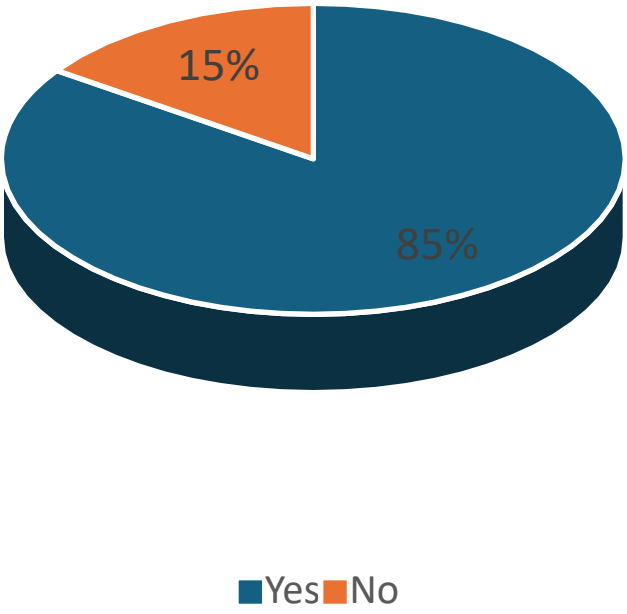


Overall outlook for the coming year

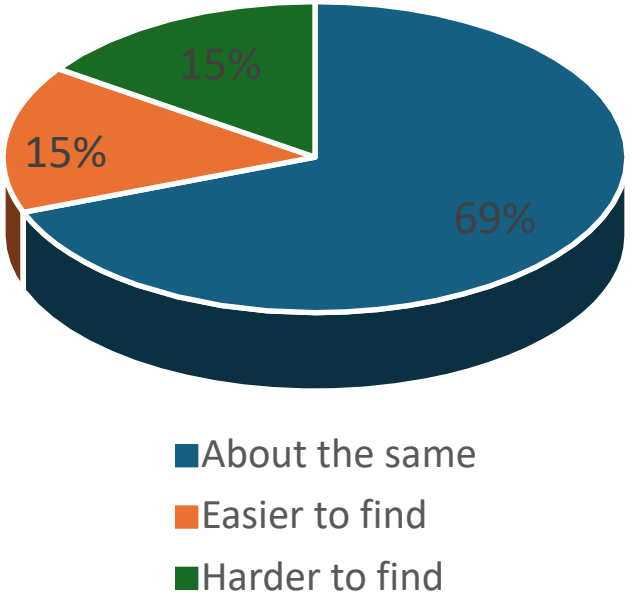


BRE FEEDBACK

Difficulty finding employees



Change in availability over past year



BRE FEEDBACK - QUOTE

“Currently we struggling with finding skilled labor. We have not interviewed someone that is a machinist with experience in the last 3 years. I am not sure if it is something we are doing wrong or if there isn't a big labor pool available. As of today, our Grand Rapids location alone could hire up to 12 skilled employees. We are slow to grow because of the labor shortage.”



SITE READINESS

- Near Ready – Phase 1
  - 14 identified sites outside of Grand Rapids
    - City of Cohasset
    - IEDC Eco-Industrial Park
    - Bovey Business Park
- County/Private Lands – Phase 2
  - Identify possible tax forfeit parcels
  - Identify privately held parcels
- Cost Analysis – Phase 3
  - Create a full view of the cost to prepare an extensive portfolio of Shovel/Build Ready Sites
    - Fed/State/Local Partnerships – Execution Plan



COMMUNITY ENGAGEMENT & OUTREACH

- Goal: Visit/Attend City Counsel meetings in each of our surrounding communities. To strengthen our connection with local communities and understand their needs and aspirations better.
- IEDC has been actively engaging with communities across the region to gather feedback, share our initiatives, and collaborate on development projects.



2024 COMMUNITY PRESENTATIONS

Completed

- **Bovey**: January 17th
- **Nashwauk**: March 26th
- **La Prairie**: April 15th
- **Coleraine**: April 8th
- **Marble**: May 13th
- **Calumet**: May 21st
- **Harris Township**: May 8th
- **Deer River**: May 28th
- **Township Association Meeting**

Completed Continued

- **Keewatin:** September 25th
- **Bigfork:** September 10th
- **Marcel:** October 9th
- **Effie:** November 18th

Remaining Presentations

- **Cohasset:** December 10th
- **Grand Rapids:** Dec. 12th
- **Warba**: Dec. TBD
- **Taconite:** Dec. 9th
- **Western Mesabi Mining & Planning Board:** Dec. 12th



COMMUNITY SOCIALS

New this year

- Purpose: Enhance engagement with community members and city leaders through informal interactions.
- Format: Held at locally-owned restaurants, with appetizers provided by IEDC.
- Locations Socials have been held so far: Nashwauk, Coleraine, and Harris Township.



DEER RIVER CARES

- **Objective:** Revitalize the area to boost local economy and community well-being.
  - The "DR Cares" initiative focuses on the redevelopment of Deer River’s downtown district.
- **Partnerships:** Collaborating with local businesses, residents, and government agencies (Leech Lake Band, City of Deer River, Forward Health Foundation, Northern Star Co-Op, CEDA, Entrepreneurs and Community Members)
- **Outcomes 2024:**
  - Facilitated discussion for strategic goals
  - Community Visits to Park Rapids, Detroit Lakes and Cross Lake
  - Downtown Plan RFP developed
  - Northspan selected to provide Downtown Planning Effort Starting in December and complete by the end of April

BIGFORK BUSINESS REVITALIZATION GRANT

- **Objective:** Develop a grant program for the Bigfork Area using the remaining COVID Funds ($16,500)
  - Help local businesses fund improvements to the exterior of their businesses with grants from $1,000 - $5,000 with a 1:1 match requirement
- **Committee:** North Itasca Electric Coop, ISD #318 (Bigfork), City of Bigfork, Bigfork Valley Hospital, BIG (Bigfork Improvement Group), IEDC
- **Outcomes 2024:**
  - Developed the Business Revitalization Grant Program to be launched in 2025
  - Develop application and promote program
  - Identify opportunities to pursue matching funds (IRRR and Blandin Foundation)



SITE IDENTIFICATION & DEVELOPMENT

Project Goals

- Assemble a database of Itasca County Properties.
- Capture key details to help create marketing materials and promote sites and buildings.
- Use matrix to score properties to help prioritize development (i.e. phase I, soil borings, feasibility, etc.)
- Pursue funding opportunities to conduct site readiness.

JUST TRANSITION TASK FORCE

Jan – Apr

Learn about Energy Transition, challenges and opportunities

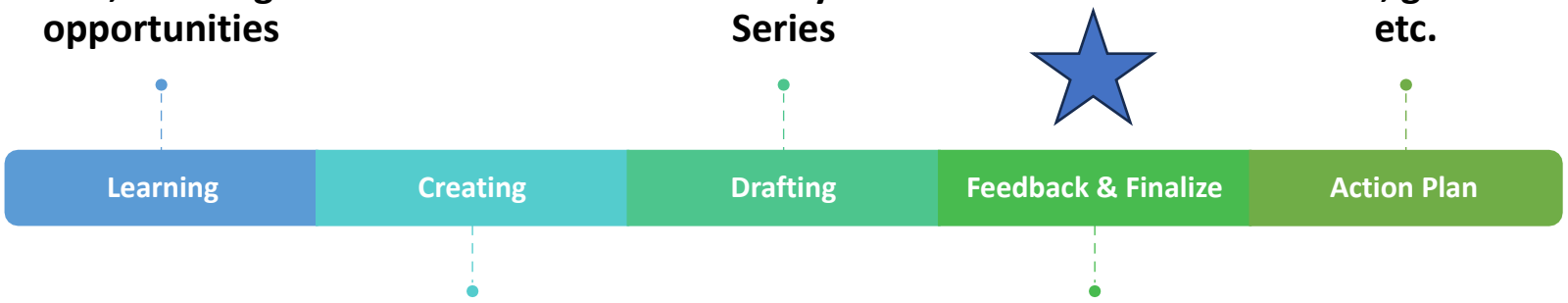
Sept – Oct

Draft Action Plan/Report

2nd Community Townhall Series

Dec 2024 – 2025+

Develop project plans, committees, grant writing, etc.



May – Aug

Creating our action plan through facilitated workshop sessions.

1st Community Townhall Series

Nov

Work on finalizing plan and present draft at Summit.

All Task Force Meetings are complete – The Draft Report is being reviewed by the Task Force and will be finalized in December.

SPARKING CHANGE
DIVERSIFYING OUR REGIONAL ECONOMY

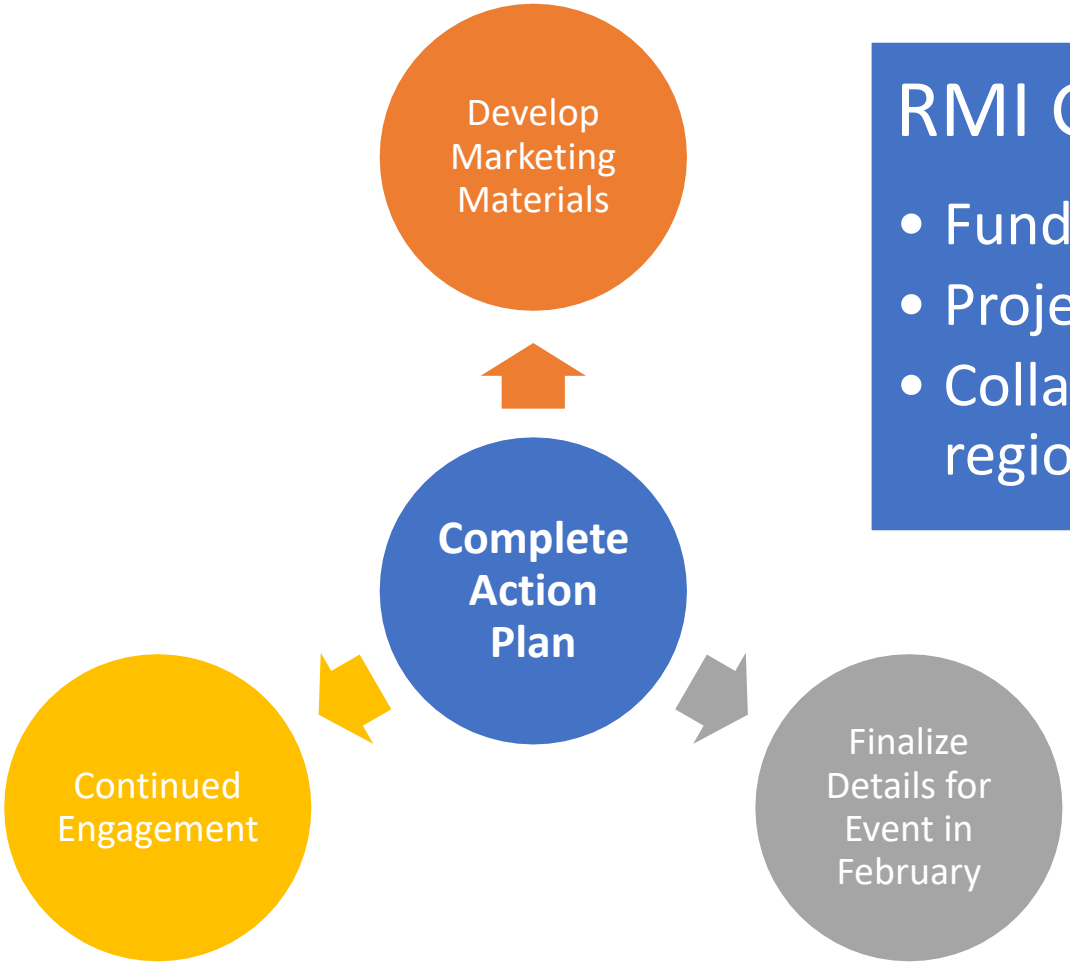
REBRANDING TRANSITION

Focus on Economic Diversification

SPARKING CHANGE

DIVERSIFYING OUR REGIONAL ECONOMY

NEXT STEPS



RMI Group

- Funding opportunities
- Project identification
- Collaboration across the region

SPARKING CHANGE
DIVERSIFYING OUR REGIONAL ECONOMY


THANK YOU!

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-150

DEPARTMENT: Health & Human Services
TIME REQUESTED: 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:
Receive County Based Purchasing (IMCare) Division Update/Presentation.

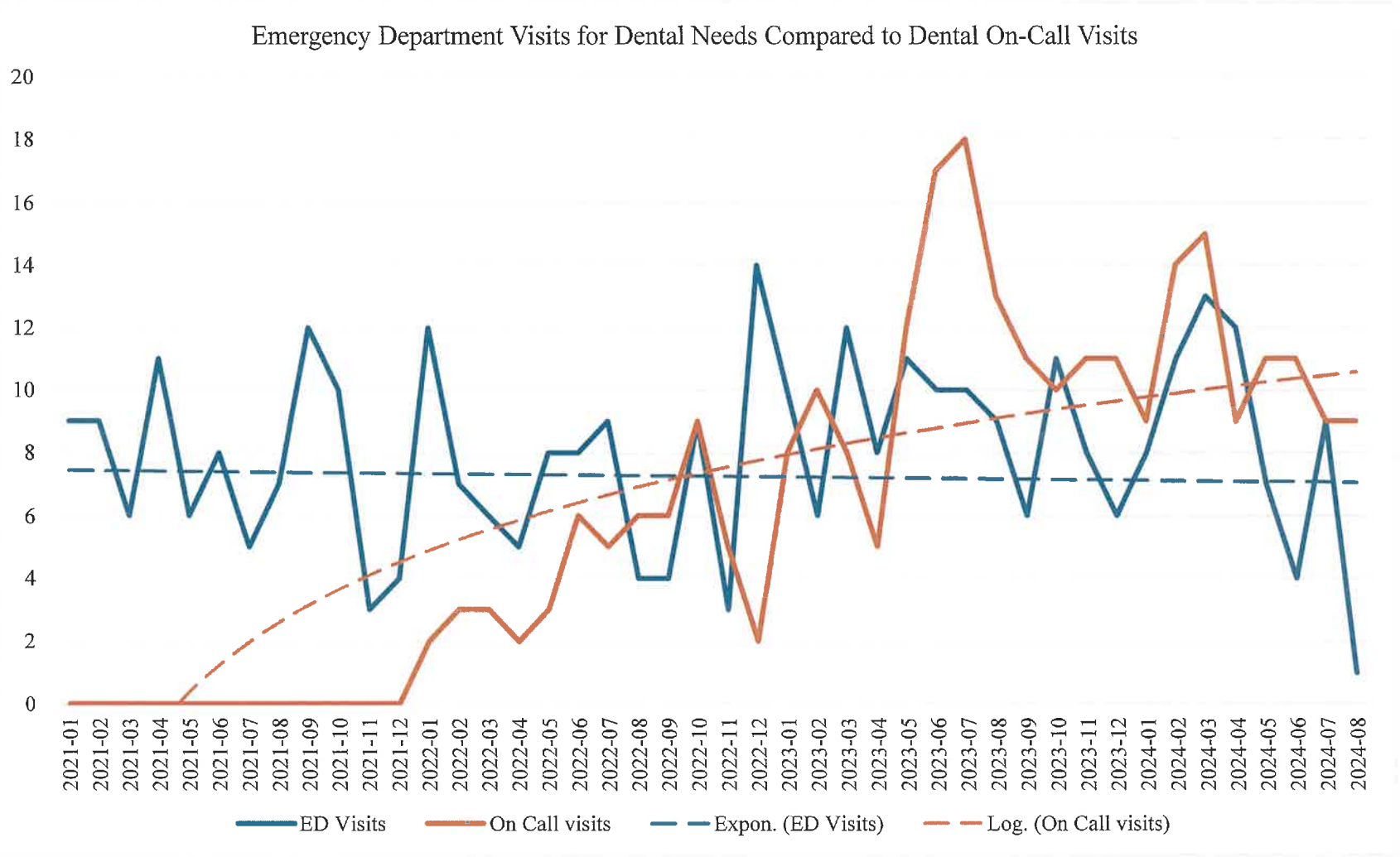
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 11-26-2024 Item #6.10 Info given at table

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

#6.10


Emergency Department Visits for Dental Needs Compared to Dental On-Call Visits
20
18
16
14
12
10
8
6
4
2
0
2021-01
2021-02
2021-03
2021-04
2021-05
2021-06
2021-07
2021-08
2021-09
2021-10
2021-11
2021-12
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2024-01
2024-02
2024-03
2024-04
2024-05
2024-06
2024-07
2024-08
ED Visits
On Call visits
Expon. (ED Visits)
Log. (On Call visits)

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-461

DEPARTMENT: Transportation
PRESENTER: Kory Johnson

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Protective Footwear Policy

BOARD ACTION REQUESTED:
Approve the Protective Footwear Policy.

BACKGROUND: A proposed Protective Footwear Policy was brought to the Board for review on 11/19/2024, RBA-2024-421. The following revisions were made to the policy:

- Highway Maintenance Worker - change Safety Toe Boot schedule from 12 months to 24 months
- Mechanic/Welder - change Safety Toe Boot schedule from 12 months to 24 months and add Winter Safety Boot Allowance of $150 every 36 months
- Add to section V.A. - The County will provide all materials needed for care and maintenance.
- Section VI.A.2 - remove redundant Will be language

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ITASCA COUNTY PROTECTIVE FOOTWEAR POLICY - PROPOSED - R1

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

ITASCA COUNTY POLICIES & PROCEDURES RISK MANAGEMENT	EFFECTIVE DATE:	POLICY#:
	RBA #:	BOARD APPROVAL DATE: Format Updates:
	REFERENCES: Federal Occupational Safety & Health Administration (OSHA) 1910.136(a)&(b)[1-2] and 1910.266 (d)[1](v),1926.95(a), MS §182.655 Subd. 10a, American Society for Testing and Materials ASTM F-2412-2018A and ASTM F-2413-2018 and ASTM 1818-15 or latest versions.	
SUBJECT: ITASCA COUNTY TRANSPORTATION DEPARTMENT PROTECTIVE FOOTWEAR POLICY		

I. POLICY STATEMENT:

A. Itasca County is committed to providing the safest possible working conditions for every employee as the health and well-being of every employee is of vital importance. Recognizing that injuries may occur to individuals who are not protected from the hazards they face as a consequence of their various job task, Itasca County has a written plan on the use of Protective Footwear as outlined in the requirements of the Federal Occupational Safety and Health Administration (OSHA) Standards 1910.136 Personal Protective Equipment Foot Protection,1910.266 Logging Operation, and 1926.95(a) Construction criteria for personal protective equipment, Minnesota Statute 182.655 Occupational Safety and Health Standards, American Society for Testing and Materials F2412 Standard Test Methods for Foot Protection and F2413 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear and F1818 Standard Specification for Foot Protection for Chainsaw Users.

II. PURPOSE:

A. The purpose of this written plan is to inform all employees, that where and when appropriate, Itasca County will purchase or participate in the purchase of Protective Footwear for employees who are required to wear and use prescribed Protective Footwear. Itasca County is legally and morally bound to make sure every employee complies with this written plan. Accordingly, the failure to use and wear all required Protective Footwear will result in corrective action. Department Heads and Supervisors will strictly enforce this written plan.

B. Like all personal protective equipment provided by Itasca County, reimbursed protective footwear shall only to be worn while performing job duties for Itasca County.

III. APPLICABILITY:

A. Itasca County employees exposed to areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, or when the use of protective footwear will protect the affected employee from an electrical hazard, such as a static-discharge or electric-shock hazard as part of their assigned job(s) are provided with and required to wear protective footwear.

B. The table below describes what jobs require foot protection and when its necessary.

Job Title	Must Wear Protective Footwear
Highway Maintenance Worker, Mechanic/ Welder, Highway Maintenance Supervisor	At all other times, other than an office setting, or break/lunchroom.
Equipment Maintenance/Purchasing Supervisor, Equipment Maintenance/ Purchasing Technician, Purchasing/ Inventory Clerk	When handling materials or parts, when on any active job site, when in or around county garages. Not required in an office setting, or break/lunchroom.
Highway Maintenance Director, Civil Design Engineer, Engineering Technician	When on any active job site, when in or around county garages, when in or around materials lab. Not required in an office setting, or break/lunchroom.

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County Engineer, Assistant County Engineer, Transportation Engineer	When in or around county garages or active construction projects for extended periods of time or within the immediate area of any active work where hazards are present. Not required in an office setting, or break/lunchroom.
Accountant, Accounting Technician	Not required in an office setting, or break/lunchroom.

IV. PROCUREMENT:

A. Reimbursement and Replacement Eligibility Schedule

Job Description	Type	Maximum Reimbursement	Eligible
Highway Maintenance Worker	Safety Toe Boots	$200	Every ~~12~~ 24 months
	Winter Safety Boots	$150	Every 36 months
Mechanic/Welder	Safety Toe Boots	$200	Every ~~12~~ 24 months
	Winter Safety Boots	$150	Every 36 months
Highway Maintenance Supervisor, Engineering Technician	Safety Toe Boots	$200	Every 24 months
County Engineer, Assistant County Engineer, Transportation Engineer, Highway Maintenance Director, Civil Design Engineer, Equipment Maintenance/ Purchasing Supervisor, Equipment Maintenance/ Purchasing Technician, Purchasing/Inventory Clerk	Safety Toe Boots	$200	Every 36 months

B. The County will purchase or participate in the purchase of protective footwear, but it is the employee's responsibility to obtain and maintain their own footwear.

C. Employees required to wear protective footwear shall select from models certified to comply with ASTM F2413 (American Society of Testing Materials) standards. Protective footwear shall be of the sturdy 6" or higher cut resistant, water repellent work boot-type.

D. Protective Footwear Purchasing Options

1. Itasca County will annually provide a safety shoe vendor on-site so that employees can choose required protective footwear.

2. If employees choose, they may purchase protective footwear with their own funds. To be reimbursed for the purchase, the employee must provide their supervisor with:
   i. the sales receipt
   ii. the ASTM F2413 certification tag or a photo of it; and
   iii. the completed Purchase Reimbursement form (Attachment A).
   iv. Footwear must meet the requirements outlined in this policy to qualify for reimbursement.

E. In consultation with their supervisor, employees may choose to not replace their protective footwear at the time they are eligible for replacement based on limited use and the lack of damage or wear to warrant replacement. Such employees will remain eligible for protective footwear replacement at any

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time past their eligibility date.

V. CARE, MAINTENANCE, INSPECTION, AND STORAGE:

A. The employee shall follow all manufacturer recommendations concerning protective footwear care and maintenance. The County will provide all materials needed for care and maintenance.

B. The employee shall inspect protective footwear daily when it is in use; damage or excessive wear shall be reported to the supervisor within 24 hours.

C. Should an employee's protective footwear become damaged or in excessively poor condition, the employee would be eligible for replacement footwear provided that the immediate supervisor determines the footwear was damaged or in excessively worn condition due to the employee performing their assigned work duties. See Replacement Authorization form, Attachment B. When replacing damaged or excessively worn protective footwear, the same maximum reimbursement amounts shall apply. The Replacement Authorization Form must be submitted within 24 hours of damage occurring to be eligible for reimbursement.

D. Protective footwear is personal protective equipment and shall be stored at the County when not in use. In no case shall an employee be allowed to utilize their protective footwear for personal uses.

VI. NON-COMPLIANCE

A. Employees found not wearing protective footwear in accordance with this policy will be:

1. Removed from job site and shall not return until they have proper protective footwear. Time spent by the employee to obtain required protective footwear shall not be paid by Itasca County. From the time the employee leaves the worksite (shop) to get the protective footwear they are on personal time and are not compensable under the Worker's Compensation Statute.

2. ~~Will be r~~Re-trained on the Protective Footwear Policy.

3. Subject to progressive discipline in accordance with the discipline policy.

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ATTACHMENT A

Itasca County Transportation Department

Purchase Reimbursement Form Protective Footwear

Instructions: This *Purchase Reimbursement Authorization* form is required to be completed anytime an eligible employee purchases protective footwear *with their own funds*.

When completed, submit this form to your Supervisor.

I _____, have attached a copy of the following:
(Employee Name)

1. Sales receipt for protective footwear.
2. Certification tag or photo of certification tag documenting that the footwear meets the ASTM F2413 – 11 standards.

The documentation listed above is required; without proper documentation, reimbursement will not be approved.

I certify that the attached documentation is for the footwear I am required to wear in compliance with the Protective Footwear Policy, and that the footwear will be worn and maintained according to the manufacturer's instructions.

_____ / _____ _____
Employee Signature Date Employee County I.D. Number

Approved by:

_____ / _____
Supervisor Signature Date

To be completed by Transportation Administrative Services

_____
Date Received

DRAFT

ATTACHMENT B

Itasca County Transportation Department

Replacement Authorization Form

Damaged or Excessively Worn Protective Footwear

Instructions: This *Replacement Authorization* form is required to be completed by the employee and their supervisor in order for an employee to be eligible for protective footwear replacement and purchase reimbursement. **Form must be submitted within 24 hours of footwear becoming damaged.**

Supervisors are responsible for verifying employee eligibility for protective footwear replacement due to damage or excessive wear.

When completed, submit this form to your Supervisor. This completed form is required before reimbursement for purchasing replacement protective footwear by the employee or the supervisor can be processed.

I _____ hereby certify that I have inspected the
(Supervisor Name)

protective footwear of _____ and determined that:
(Employee Name)

Check the appropriate box:

☐ The damage and/or excessively worn protective footwear is not due to employee performance on the job and is not eligible for replacement.

☐ The damage and/or excessively worn protective footwear is due to employee performance on the job and is eligible for replacement.

_____ / _____
Supervisor Signature Date

To be completed by Transportation Administrative Services

_____
Date Received

DRAFT

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-457

DEPARTMENT: Surveying & Mapping
TIME REQUESTED: 10 Minutes
PRESENTER: Guy Carlson

AGENDA ITEM:
Department of Surveying and Mapping Update

BOARD ACTION REQUESTED:
Informational Only

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Department of Surveying and Mapping Report for 2024

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Department of Surveying and Mapping yearly Report for 2024

Public Land Survey Progress:

- As of the end of October, we have gathered GPS coordinates 10,411 Public Land Survey corner positions. That's nearly 95% of all the corners originally set!
- There are still nearly 361 corner positions to calculate, search for and then ultimately set. Some of these larger areas include portions of 147-28, 147-29, 146-26, and 60-27.
- There are 270 original corner positions that we won't be setting. (Usually due to their positions being impractical or impossible to se. Positions that are now under water in Lake Winnibigoshish and Blackwater Lake are a couple of examples.)
- In addition, we have GPS coordinates on 3356 interior section subdivision corners. (Forty corners and interior meander corners.)
- I can't give an estimate as to when the County will be completely surveyed. The low hanging fruit has been picked.

Field Projects of the Public Land Survey System in Itasca County:

- We completed the setting of monuments in 58-27. (16 corners)
- 56-22, Lone Pine Township, we set 16 monuments that were previously just calculated due to potential mining activities.
- Ongoing work in 148-27, setting corners along the shore of Nature's Lake.
- Several Corners around Little Winnibigoshish Lake.

Certificate of Location of Government Corners:

- 99 Recorded this year by me. This number is down compared to previous years. There were fewer corners visited.

Platting in Itasca County:

- I reviewed one plat this year.

Parcel Mapping:

- We have geodetic coordinates on over 7200 private survey monuments within the county to aid in the accuracy of the parcel base map. Many of these are located within older plats.
- We have geodetic coordinates on nearly 950 MnDOT Right of Way monuments, again to aid in the accuracy of the parcel base map.
- Using the above information, we have approximately 90% of our Next Generation parcel map completed. We are using the actual deeds to draw in the parcels rather than the tax descriptions that were originally used to draw the parcels.
- We continue to update parcel splits and merges on the current GIS parcel map.

Office Work

- I am still scrutinizing the results of the Corps of Engineer's survey work using the recovered benchmark positions using a least squares adjustment of their survey network, searching for possible input errors on the survey work.
- I have been calculating original search positions for the field crew to visit and search for evidence of the Public Land Survey.
- Staff have kept our over 200 Survey field books and the thousands of corner cards scanned and up to date for public viewing.
- My Deputy surveyor has been working almost exclusively on the Next Gen parcel map and the upkeep of the existing parcel map. There have been approximately 184 parcel splits this year and a dozen parcel combinations.
- Completed the transition to the Arrowhead Collaborative schema for the reporting of our control points.

GIS Accomplishments:

- Edited the end point of Cedar Point Road.
- Had staff troubleshoot why Arvig customers couldn't access GIS viewers.
- Continue to customize both internal and external GIS web viewers to meet customer's needs. GIS web viewers have been developed for the Environmental Services, Transportation, Assessor, Emergency Management and Surveying Departments as well as a public web viewer.
- Assist other agencies, other departments in the courthouse, and the private sector with map and data requests.
- Remain working to migrate staff from ArcMap to ArcPro.
- Established approximately 159 new addresses this year.
- Named 13 new roads within Itasca County this year.
- Started the process of uploading data to the state with quarterly updates for NG9-1-1 the data sets are Supplier PSAP, Address Points, Road Centerlines, & Emergency Service Zones.
- Give road and address point data to internet mapping sources, the post office, & major package carriers with UpToDate records to incorporate into their maps.
- Established a GIS survey & dashboard to track miles driving for assessor's department.
- Supplied area snowmobile clubs with mapping for maintenance purposes.
- Supplied Taconite & Nashwauk fire departments with area maps.
- Continue to develop an enterprise GIS system including upgrades to a new generation of GIS software products and an improved technology infrastructure.
- The introduction of new programing for Drone work and data collection.

- We collaborated with the Itasca County Emergency Manager, Transportation Department and MN Dept Homeland Security Emergency Management (HSEM) to develop a Survey123 app for initial damage assessment. The app will be used by emergency management and the transportation department during severe weather events. The data collected, including photographs, can be submitted directly to HSEM and FEMA for disaster declaration consideration hopefully alleviating a lot of paperwork.

  Below is a list and their links of Dashboard viewers created by the GIS team.

Public GIS Viewer
https://maps-test.co.itasca.mn.us/publicapp

GIS Internal Viewer
https://maps-test.co.itasca.mn.us/Internal_Viewer/

GIS Department Apps
Itasca County Corner Card Viewer(Surveyors Dept.)
https://maps-test.co.itasca.mn.us/transportationapp (Transportation Dept. Secured)
Road Grading Viewer App(Transportation Dept. Secured)
https://maps-test.co.itasca.mn.us/zoningapp (Environmental Services Dept. Secured)
https://maps-test.co.itasca.mn.us/electionapp (Elections Secured)
https://maps-test.co.itasca.mn.us/assessorapp (Assessor Dept. Secured)
Recreation Viewer Responsive Design (Land Dept.)
Emergency Management Damage Assessment Viewer - Overview(E.M. Dept. Secured)
Transportation Survey Record Editing App (Transportation Dept. Secured)

Roadside Mowing Dashboard
https://maps-test.co.itasca.mn.us/portal/apps/dashboards/f706b71e83324000ad715b61c5325553

Snowplowing Dashboard (Secured)
https://maps-test.co.itasca.mn.us/portal/home/item.html?id=b74daa5868d746afa90429c841e6a60d

Assessors Dashboard
Assessor Supervisor Dashboard (Reassessment – Permit Maintenance - Mileage Log)
Assessor Reassessment Dashboard - Individual

Damage Assessment Dashboard
- Damage assessment dashboard. The dashboard displays the storm event locations. The dashboard is intended for internal use by the transportation, emergency management and other Itasca County departments.

Staffing:

- We are currently fully staffed.
- All are up to date with required trainings.

Budget:

- We are on schedule to be slightly over budget this year. We are well under budget of the line items that I can control.

Equipment:

- There were no large purchases of equipment this year. However, I may be purchasing a new survey vehicle in the near future.

Services/Assistance to other Departments.

County Administration:

- Confirmed Township locations for Paul Bunyan Communications.
- Reviewed to see if this department had any information regarding a public data request in March.
- Reviewed items in our basement storage area prior to moving into the old jail.
- Attended online training for GovQA.
- Create a legal description for the vacation of 2nd Ave. NE.
- Responded to a member of the public data request in August.

County Assessor:

- Answered a question pertaining to Big Balsam Resort.
- Responded to a question regarding location of property lines forwarded to me by the Assessor.
- Added a private gravesite to our database as reported to me by an assessor.
- Edited lakeshore boundaries on a portion of Swan Lake.
- Answered questions pertaining to omitted lands. (mis-meandered lakeshore)
- Reviewed a gravesite as reported to me by an assessor.
- Reviewed and commented on the status of a 66’ strip of land between L & M and the old Dondelinger Ford.

County Attorney:

- Discussed and reviewed matters dealing with the Moratzka case.
- Reviewed application to vacate a portion of Thorpe Avenue.

County Auditor:

- Provide Auditor's staff with acreages on newly created splits.
- Reviewed legal descriptions and review for the sale of property between the County, City and L & M.
- Complete parcel splits and merges on the parcel base map.
- Correct parcel errors brought to our attention.
- Review potential splits for correctness prior to them being recorded.
- Reviewed subscription-based IT agreements.
- Review and map difficult legal descriptions.
- Prepare a fiscally responsible budget.

Risk Management:

- Created a complete floor plan drawing of the Courthouse/Jail and the IRC buildings.

County Commissioners:

- Created district maps for the Commissioners.
- Attended a meeting with Board Chair and State Senator Green concerning perceived boundary line/GIS issues in Itasca County.

County Environmental Services:

- Answered questions about parcel splits and survey requirements.
- Provided answers to Addressing and Road Mapping questions.
- Aided private party concerning a mis-meander of Caribou Lake.
- Answered questions pertaining to parcels and potential splits.
- Answered questions on plat submittal requirements.
- Answered questions pertaining to sketch and descriptions.
- Provide maps and mailing addresses for conditional use permits and variance applications.

County Health and Human Services:

- Determine the number of parcels, classification of the parcels and the municipalities they belong to within the Nashwauk PSA.

County Human Resources:

- Provide feed back to HR Director on the comparable entities study.

County Land Department/ Real Estate Division:

- Answered a question pertaining to a parcel of land totally under water in Prairie Lake.
- Reviewed parcels involved with the 2024 Land Classification.
- Sent the crew to two different corner locations that were disturbed by logging operations.
- Reviewed legal descriptions for utility easements.
- Answered a question pertaining to the tax legal description.
- Reviewed recorded documents to develop a nearly complete list of all properties that were originally deemed benefitting properties of the several drainage ditches located in Itasca County.

County Recorder:

- Assisted personnel in tracting parcels.
- Scanned newly recorded plats for their imaging system.

Sheriff's Office:

- Assisted Sheriff's Office with the E-911 addressing System.

County Transportation Department:

- Reviewed Construction projects to make sure private survey monuments and corners of the public land survey system are recovered before construction and replaced if destroyed by construction.
- Answered question prior to the drafting of a legal description for CR 190 in 145-26.
- Visited and removed a possible survey monument protruding out of County Road 309.

Below is a list of projects that were researched, and field work performed if needed:

- CSAH 62
- CSAH 70
- CSAH 52
- CSAH 61
- CSAH 7
- CSAH 81
- CR 560

The Public:

- Answered numerous questions on the phone and in person relating to encroachments, survey requirements, and survey and mapping questions in general.
- Answered questions about mis-meandered lakes and possible remedies.
- Retrieval of filed surveys for viewing by the public and answering questions related to them.
- Answered questions about the GIS Viewer.
- Provided numerous maps to private individuals.

Private Survey Firms:

- Provided advice on questions relating to surveying practices.
- Provided copies of surveys.
- Answered questions about mis-meandered lakes and possible remedies.

Private Title Companies:

- Provided advice on questions relating to surveying practices.
- Provided copies of surveys.

Miscellaneous

- My GIS Coordinator and I are active members of the Arrowhead Geospatial Collaborative. Its aim is to create a statewide model for a control point inventory.
- Worked in conjunction with the Cass County Surveyor on placing PLSS corners in Cass County that govern the direction of property lines in Itasca County.

Respectfully submitted,

Guy T. Carlson
Itasca County Surveyor

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-459

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Jim Cagle

AGENDA ITEM:
"A Peace of My Mind" Presentation/Exhibit

BOARD ACTION REQUESTED:
Receive information regarding the "A Peace of My Mind" presentation/exhibit.

BACKGROUND:
The "A Peace of My Mind" presentation/exhibit will be at the Reif Center the week of January 26, 2025 and is being funded through the Grand Rajpids In Prevention Coalition grant that ISD #318 has received from the National Center for Disease Control. This week-long exhibit will include listening sessions with students and community members in which stories will be developed and shared around a central question such as, "When have you found unexpected courage when faced with a choice between healthy and unhealthy lifestyle activities?"

"A Peace of My Mind" is a multimedia arts effort created by John Noltner, an award-winning photographer and writer, that uses portraits and personal stories to bridge divides and encourage dialogue around important social issues. Our goal with this program is to use our community stories to share our similarities between youth and community members when it comes to living a healthy life. Our hope is that, through the stories shared, we will find common ground to continue to build opportunities for young and old alike to work together to build a healthier community. This is not intended to be just the culmination of stories, but rather the beginning of a journey together for a healthier future for our community.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-386

DEPARTMENT: Administrative Services **TIME REQUESTED:** 20 Minutes
PRESENTER: Minnesota Power/Great River Energy

AGENDA ITEM:
Northland Reliability Project Presentation

BOARD ACTION REQUESTED:
Receive presentation regarding the Northland Reliability Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Northland Reliability Project - CountyBoardMtg_ItascaCo_Presentation_20241112
2. ItascaCounty_CoLocation_Overview_11x1P

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

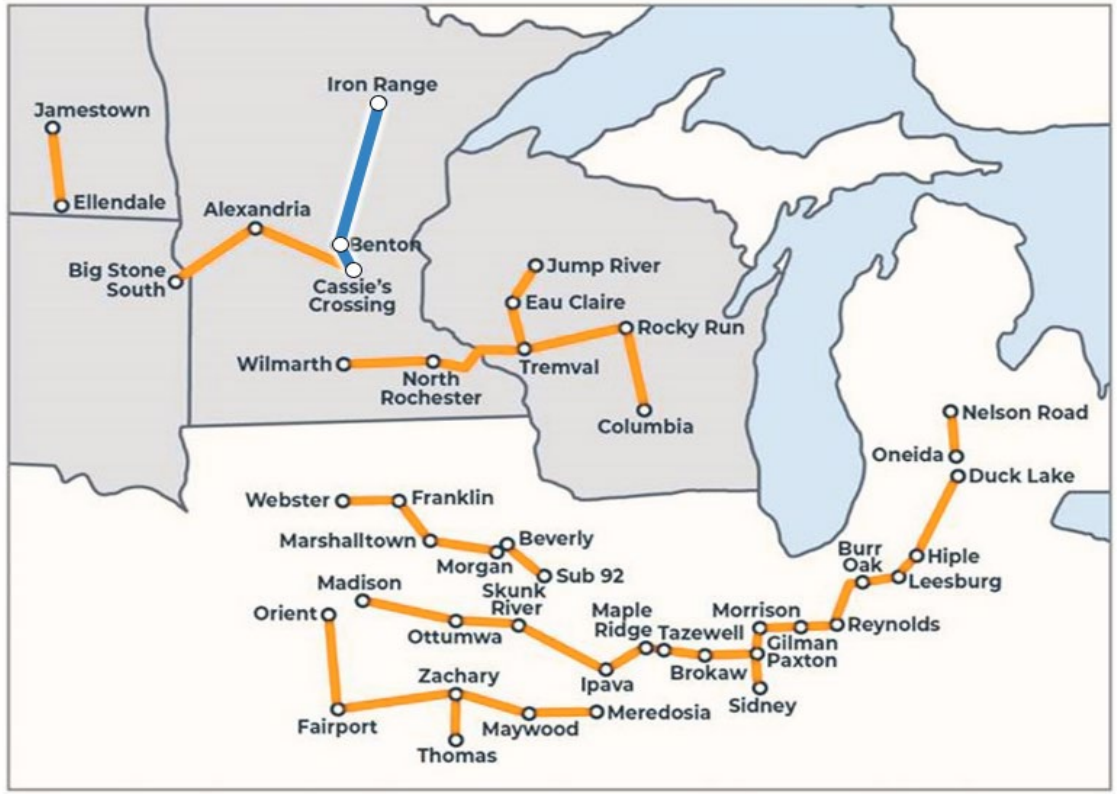
Northland Reliability Project

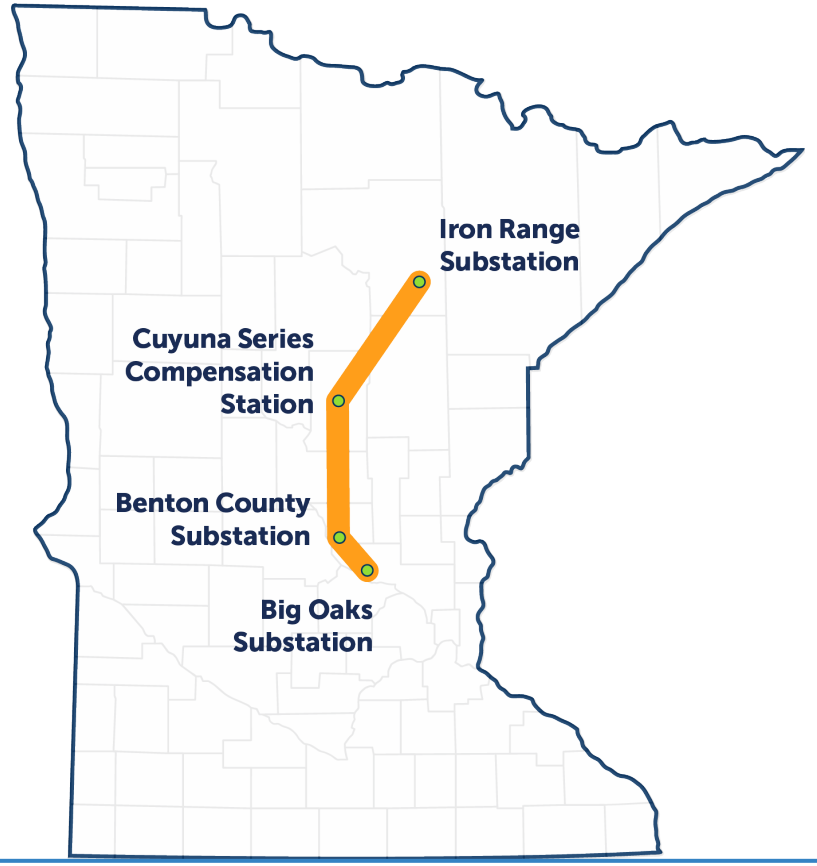
GREAT RIVER ENERGY | minnesota power

Project Updates

Itasca County, November 2024

MISO-approved project: part of a regional plan





- Double-circuit 345-kV line
- Over 85% co-located with existing HVTL
- 180 miles
- Expanded and new substations

Fulfilling a need



Maintaining reliability

Provide system support as energy resources continue to evolve.



Enabling clean energy

Increase capacity to safely and reliably deliver clean energy from where it's produced to where it's needed by our customers and members.



Strengthening resiliency

Enhance system resiliency during extreme weather events.



Enhancing flexibility

Plan proactively to meet changing customers' and members' power needs due to decarbonization and electrification.

Two main project segments

- **Segment one:** Iron Range Substation to Cuyuna Series Comp Station to Benton County Substation

- **Segment two:** Benton County Substation to Big Oaks Substation



Legend

- Expand existing substations
- New substation
- Segment one
- Segment two

State regulatory process

- **August 2023** - Submitted a joint Certificate of Need and Route Permit Application to the Public Utilities Commission (PUC)
- **October 2023** - PUC/Department of Commerce (DOC) public scoping meetings
  - Collected public feedback on the proposed routes and consider route alternatives
  - Identified route alternatives being evaluated in the Environmental Assessment (EA)
- **June 2024** - DOC published EA
- **July 2024** - Administrative Law Judge (ALJ) held public hearings across the project area
- **September 2024** - Applicants submitted responses to public comments
- **November 2024** - ALJ report with recommendations to the PUC
- **Late 2024/Early 2025** - PUC decision on route permit



Visit
edockets.state.mn.us

Certificate of Need: docket **22-416**
Route Permit: docket **22-415**

Regulatory process – ALJ Hearing

General comments:

- Common corridor
- Maximize distance to residences
- Reduce effects to center pivot systems
- Clarify the route width versus the right-of-way
- Clarify access and construction and easement types

Itasca County:

- Support for double-circuiting and using common corridor
- Questions and concerns with the regulatory process
- Impacts to property values and natural aesthetics

Proposed Route – Itasca County

Route Permit Application
August 2023



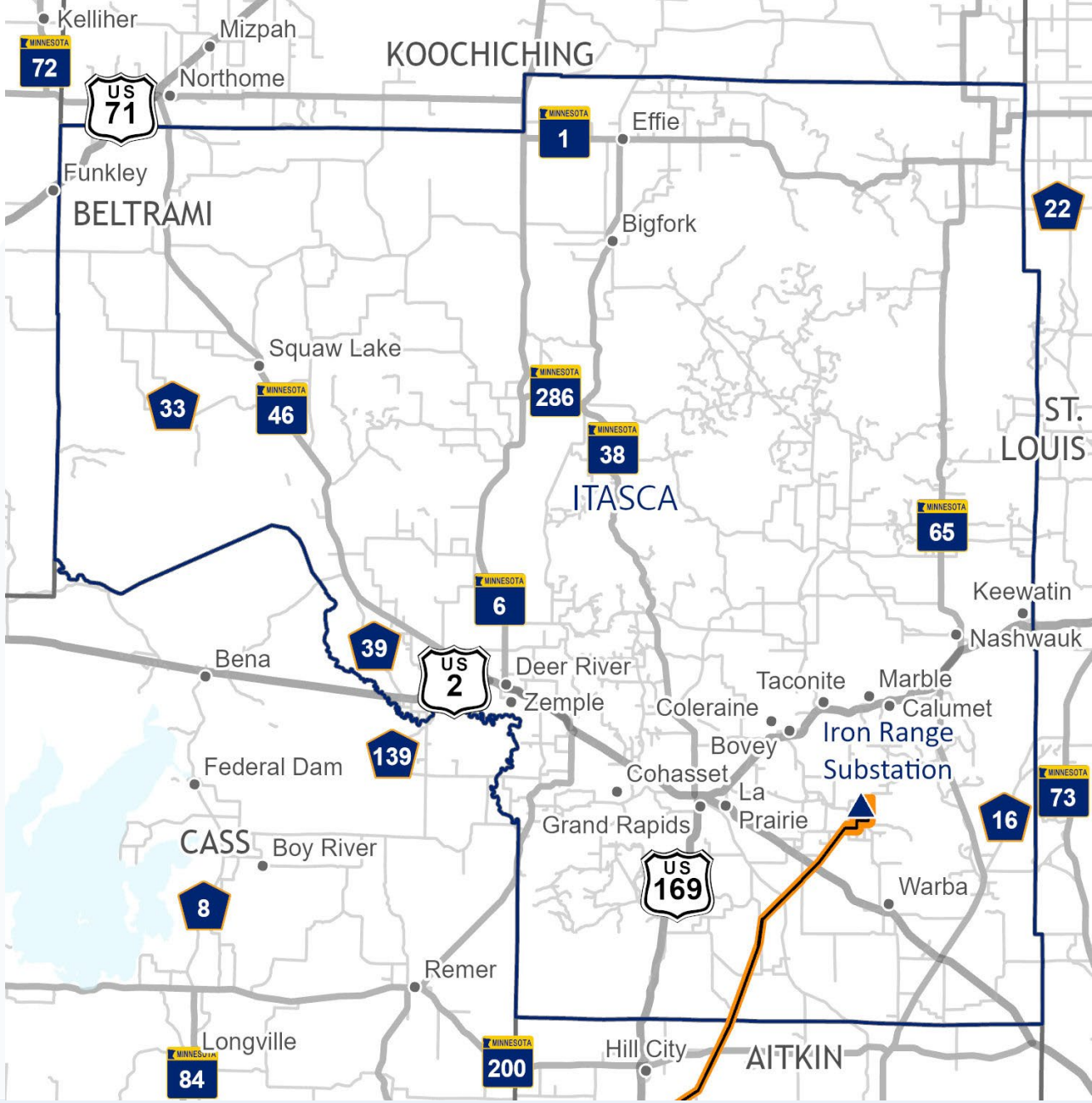
Route Alternatives – Itasca County

Scoping
October 2023



Co-location Maximization Route

(September 2024)



Field surveys

**Landowner notices provided in advance of surveys*

Started
October 2023

Continuing
May – November 2024

Continuing
Into 2025

Types of surveys

- Biological
- Cultural resources
- Noxious weeds
- Wetlands
- Soil borings
- Land

Geo-tech soil boring surveys







Real estate process

Right-of-entry
2023 – 2024

Easements
2024 – 2026

Construction
2025 – 2030

Restoration
2027 – 2031

What landowners can expect

1

Landowners are contacted to begin right-of-way acquisition process.

2

An easement is presented to a landowner. An offer based on fair market value is presented.

3

We work closely with the landowner to resolve concerns and reach an agreement. An easement is recorded.

4

The utilities construct, operate and maintain the transmission line within the right-of-way.

On-going and upcoming project milestones

- Engineering design for substations and transmission line
- State and federal permitting efforts
- Soil borings on Segment 2 fall and winter 2024/2025
- Anticipate construction starting on Segment 2 in 2025

Continued project communications

Continue supporting our project email, information line and website

Land agent updates and notifications

Newsletter and postcard updates

Local leader project update presentations

Upcoming communication: PUC decision on Certificate of Need and Route Permit Application (postcard and website updates)

Northland Reliability Project

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Connect with us!

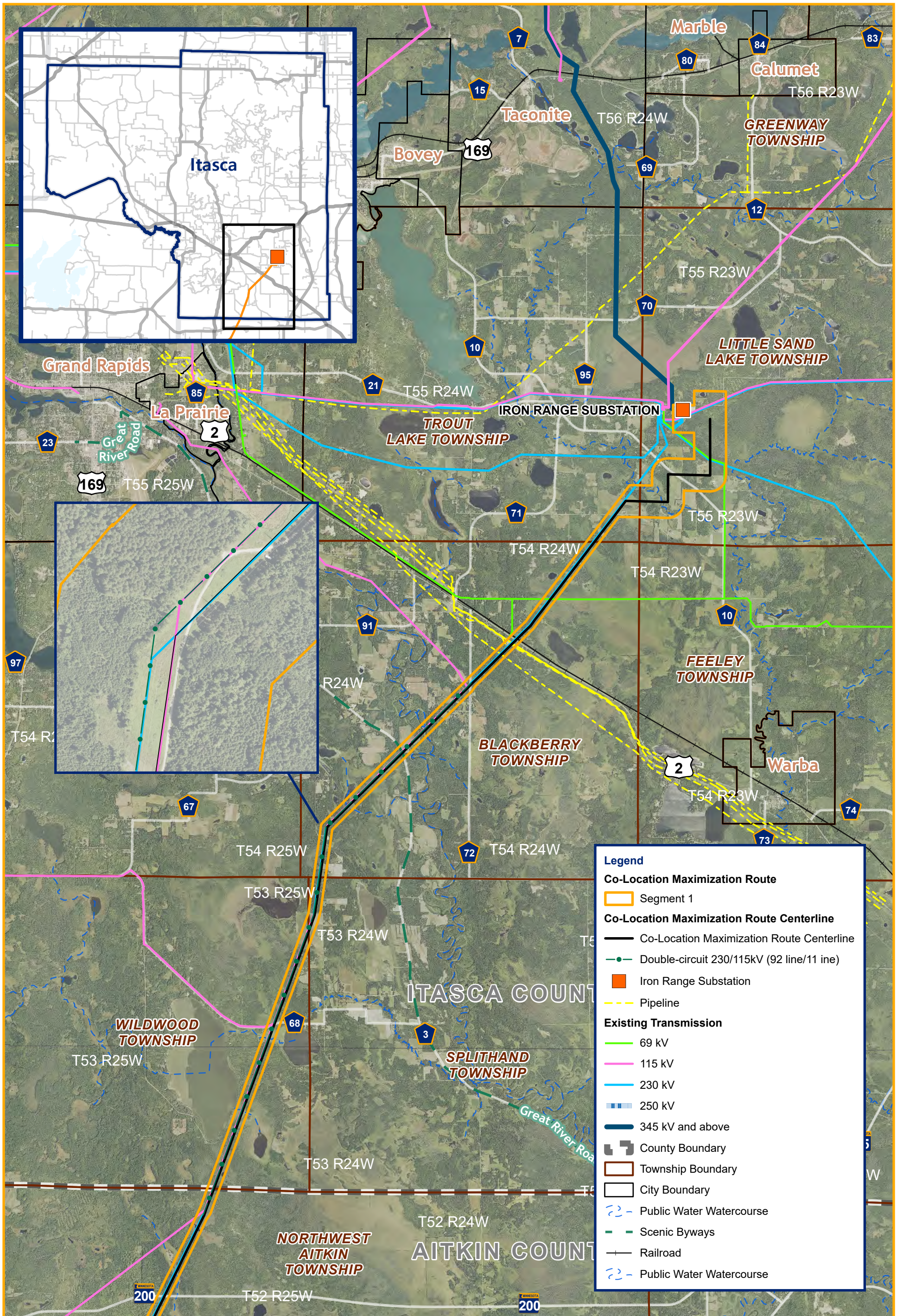
northlandreliabilityproject.com

Send us an email at connect@northlandreliabilityproject.com

Call our hotline at 218-864-6059

Northland Reliability Project

GREAT RIVER ENERGY. | minnesota power



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Co-Location Maximization Route (Oct 2024) in Itasca County

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

Tuesday, November 26, 2024

REQUEST FOR BOARD ACTION: RBA-2024-468

DEPARTMENT: Administrative Services
TIME REQUESTED: 30 Minutes
PRESENTER: Chair

AGENDA ITEM:
Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:
Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:
13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.
Subdivision 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**