



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 11, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.7 (COVID-19 Update) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 4, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and 2Care4U LLC to provide EIDBI services.
2. Authorize execution of the attached easement in order to establish Highway right of way for C.S.A.H. 52 across the following Itasca County owned parcels: T05 (TP #53-005-3402): SE 1/4-SE 1/4-SW 1/4, Section 5, Township 60 North, Range 23 West and T20 (TP #53-009-1200): NW 1/4-NE 1/4, Section 9, Township 60 North, Range 23 West.

3. Award County Project 2021-12 for 2021 Pavement Marking Service to the lowest responsible bidder, Traffic Marking Service, in the amount of \$142,300.00 and authorize the necessary signatures to execute the contract documents.
4. Declare the existing Itasca County Roadway Lighting Policy void and adopt the attached Intersection Street Lighting Policy.
5. Adopt the Resolution RE: Sale of Tax-forfeited Land, parcel #91-585-4106, to the City of Grand Rapids for a Public Purpose, which approves sale of the North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of \$4,450.00 plus all associated costs.
6. Adopt the Resolution RE: Sale of Tax-forfeited Land to the City of Grand Rapids for Stormwater purposes, which approves sale Parcel 91-620-0230, described as Lot 23 and Lot 24 Less that part lying West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) for a price of \$4,000.00, plus all associated costs and which approves conveyance of Parcel 91-028-3109, described as Revised Description Number 1 of the Northeast Quarter of the Southwest Quarter, Section 28, Township 55, Range 25, more particularly described in the attachment, under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) at no charge.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 14, 2021, in the amount of \$504,591.88.

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

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

Congratulations to Ryan Miskovich who was promoted from Traffic/GIS Technician, Transportation Department to GIS Analyst, Survey and Mapping Department effective May 3, 2021.

Congratulations to Jason Chamberlin who was promoted from Helpdesk Technician to Network / Telecommunications Specialist, MIS Department effective May 5, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement
Motion To: Accept the 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement between the State of Minnesota and Itasca County, for the grant amount of \$500.00, and authorize the signatures of Sheriff Williams and County Board Chair Burl Ives to the agreement and conflict of interest disclosure.

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

5. 2021 Federal Boating Safety Supplemental Patrol Grant Agreement

Motion To: Approve and authorize signatures necessary to execute the Federal Supplemental Boating Safety Patrol Grant Agreement and Conflict of Interest Statement between the State of Minnesota (DNR) and the Itasca County Sheriff's Office.

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

6. National Police Week and Peace Officers' Memorial Day

Motion To: Adopt the Resolution Re: 2021 National Police Week and Peace Officer's Memorial Day, which proclaims the week of May 9-15, 2021 as Police Week and May 15, 2021 as Peace Officers' Memorial Day in Itasca County.

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

7. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 2:52 PM.

ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

RESOLUTION 2021-32

**RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF GRAND RAPIDS FOR PUBLIC
PURPOSE**

WHEREAS, the following described land forfeited to the State of Minnesota in 1991 for non-payment of taxes and is managed by Itasca County:

North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids appraised for the amount of \$4,450.00; and

WHEREAS, the City of Grand Rapids has requested purchase of said property to use for future roadway and utility purposes.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids, is managed for public purpose by the City of Grand Rapids.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,450.00 plus all associated costs.

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

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 11th day of May A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of May A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

RESOLUTION 2021-33

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF GRAND RAPIDS FOR STORMWATER PURPOSES

WHEREAS, the following described land forfeited to the State of Minnesota in 1995 for non-payment of taxes and is managed by Itasca County:

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, assumed bearing along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 20.00 feet; thence south 0 degrees 04 minutes 49 seconds East, 40.00 feet along a line that is parallel with the East line of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, 390.61 feet to intersect the Easterly right of way line of proposed Second Avenue; thence South 0 degrees 30 minutes 17 seconds West, 395.00 feet along said Easterly right of way line: thence North 89 degrees 45 minutes 26 seconds East 110.00 feet; thence North 56 degrees 47 minutes 18 seconds East, 339.90 feet; thence North 0 degrees 04 minutes 49 seconds West, 210.00 feet to the point of beginning; and

WHEREAS, the following described land forfeited to the State of Minnesota in 2017 for non-payment of taxes and is managed by Itasca County:

Lot 23 and Lot 24 Less that part lying West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS; and

WHEREAS, the City of Grand Rapids has requested purchase of said property to use for stormwater purposes. The City of Grand Rapids maintains stormwater systems under a Stormwater Protection Ordinance and a MS4 Permit held from the Minnesota Pollution Control Agency.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (h) allows conservation tax-forfeited land be conveyed to an incorporated governmental subdivision for less than its market value as determined by the county board, for the purpose of drainage or storage of stormwater under a stormwater management plan. When land is sold for stormwater purposes a restrictive covenant limiting the use of the land for this purpose is in place for 30 years or until the property is reconveyed back to the state in trust.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the above described property is managed for the purpose of drainage or storage of stormwater by the City of Grand Rapids.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves

sale of Parcel 91-620-0230, legally described above, under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000.00 plus all associated costs and approves the conveyance of Parcel 91-028-3109, described above, under the terms provided in Minnesota Statute 282.01, Subd 1a, para (h) at no charge.

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

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 11th day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of June A.D. 2021.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

RESOLUTION 2021-34

RE: 2021 NATIONAL POLICE WEEK AND PEACE OFFICERS' MEMORIAL DAY

WHEREAS, the Congress and the President of the United States of America have designated May 15 as Peace Officers' Memorial Day and the week of May 9-15, 2021 as National Police Week; and

WHEREAS, the members of the Itasca County Sheriff's Office, along with all law enforcement in Itasca County, play an essential role in safeguarding the rights and freedoms of the citizens of Itasca County; and

WHEREAS, law enforcement officers are guardians of life and property; defenders of the individual right to be free; warriors in the war of crime; and dedicated to the preservation of life, liberty, and the pursuit of happiness; and

WHEREAS, the men and women of the Itasca County Sheriff's Office, along with law enforcement officers in Itasca County, unceasingly provide a vital public service; and

WHEREAS, the County of Itasca desires to honor the valor, service, and dedication of its own law enforcement officers; and

WHEREAS, it is known that every two days in America, a law enforcement officer will be killed in the line of duty somewhere in the United States, and 136 officers will be seriously assaulted in the performance of their duties.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby proclaim the week of May 9-15, 2021 as Police Week in Itasca County and calls upon Itasca County citizens, as well as our patriotic, civic, and educational organizations, to honor, commemorate, and show appreciation for our law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated services to their communities, and in so doing, have establishing for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners does hereby proclaim May 15, 2021 as Peace Officers' Memorial Day in Itasca County and calls upon Itasca County citizens to observe this day in honor of those law enforcement officers who, through their courageous deeds, made the ultimate sacrifice and service to their community or have become disabled in the performance of duty, and to recognize and pay respect to the survivors of our fallen heroes.

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

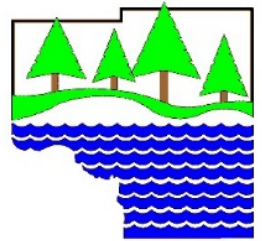
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

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 11th day of May A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of May A.D. 2021.



Administrator



May 11, 2021

Chair:

PULL: None

ADDITIONS:

1. Item #6.7 – COVID-19 Update

CHANGES: None

INFORMATIONAL:

1. Item #6.4 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 4, 2021

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (National Travel and Tourism Week), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 27, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and 2Care4U LLC to provide EIDBI services.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
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2. Authorize execution of the attached easement in order to establish Highway right of way for C.S.A.H. 52 across the following Itasca County owned parcels: T05 (TP #53-005-3402): SE 1/4-SE 1/4-SW 1/4, Section 5, Township 60 North, Range 23 West and T20 (TP #53-009-1200): NW 1/4-NE 1/4, Section 9, Township 60 North, Range 23 West.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
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3. Award County Project 2021-12 for 2021 Pavement Marking Service to the lowest responsible bidder, Traffic Marking Service, in the amount of \$142,300.00 and authorize the necessary signatures to execute the contract documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/11/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. Legislative Conference Call
A Legislative Conference Call was provided by Representative Julie Sandstede.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Schedule Special Session

Motion To: Schedule Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, May 11, 2021 beginning at 1:00 PM in the Boardroom of the Itasca County Courthouse.

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

4. Letter of Support

Motion To: Approve a letter of support for the Bigfork Community Project and authorize County Board Chair signature.

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

5. Intersection Street Lighting Policy

County Engineer Karin Grandia provided information regarding the request to declare the existing Itasca County Roadway Lighting Policy voice and adopt the Intersection Street Lighting Policy.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/11/2021 2:30 PM

6. Sale of Tax-Forfeited Land Parcel 91-585-4106 to the City of Grand Rapids for a Public Purpose
Land Commissioner Kory Cease and Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Grand Rapids for a Public Purpose, which approves sale of the north 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids under the terms provided in Minnesota Statute 282.01, Subd. 1a, para (b) for a price of \$4,450 plus all associated costs.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/11/2021 2:30 PM

7. Sale of Tax-Forfeited Land Parcel 91-028-3109 and 91-620-0230 to the City of Grand Rapids for Stormwater Purposes

Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to the city of Grand Rapids for Stormwater Purposes, which approves sale of Parcel 91-620-0230, described as Lot 23 and Lot 24 Less that part lying

West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) for a price of \$4,000.00, plus all associated costs and which approves conveyance of Parcel 91-028-3109, described as Revised Description Number 1 of the Northeast Quarter of the Southwest Quarter, Section 28, Township 55, Range 25, more particularly described in the attachment, under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) at no charge.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/27/2021 2:30 PM
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8. National Travel and Tourism Week

Motion To: Adopt the Proclamation Re: National Travel and Tourism Week, which proclaims May 2-8, 2021 as National Travel and Tourism Week in Itasca County.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Grand Village Board and ItasCAP meetings, as well as ISD 319, Swan Lake Association, and various city council meetings.

Commissioner Snyder reported on his attendance of recent Intergovernmental Collaborative and 38 Leadership Board meetings, as well as Short-Term Rental, Johnson Lake Association, Deer Lake Association meetings, and various township meetings.

Commissioner Trunt reported on his attendance of recent Arrowhead Counties Association (ACA) and Association of Minnesota Counties (AMC) meetings.

Commissioner Tinquist reported on his attendance of recent Jail Committee, Grand Village Board, IMCare Subcommittee, and Health Insurance Advisory Committee meetings, as well as the New Jail/Facilities Pre-Bid Conference.

Commissioner Ives reported on his attendance of a recent Itasca Economic Development Corporation (IEDC) Board meeting.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided a New Jail/Facilities project update and indicated that the opening for the first bid package will be on May 13, 2021.

IX. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment regarding support from Representatives Lislegard and Ecklund, as well as Governor Walz for Project Frontier.

RECESS

Chair Ives recessed the meeting at 4:09 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:15 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Session in the Matter of the Application of Mark J. Doerr, Pamela K. Doerr, Michael L. Nelson, Katherine Nelson, James L. Mazey and Sandra L. Mazey, f/k/a Sandra L. Bratvold, to

Vacate Certain Road Improvements in the Plat of Second Catholic and Recreational Community pending in Court File No. 31-CV-21-666

Motion To: Go into Closed Session, which may be closed pursuant to Minn. Stat. 13D.05, subd. 3(b) and 13D.05, subd. 1(d) based upon Attorney Client Privilege, Minn. Stat. 595.02, subd 1(b) to consult with it's attorney in reference to a pending action regarding the Application of Mark J. Doerr, Pamela K. Doerr, Michael L. Nelson, Katherine Nelson, James L. Mazey and Sandra L. Mazey, f/k/a Sandra L. Bratvold, to Vacate Certain Road Improvements in the Plat of Second Catholic and Recreational Community pending in Court File No. 31-CV-21-666.

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

Others Present: County Attorney Matti Adam, County Surveyor Guy Carlson, County Engineer Karin Grandia, Assistant County Attorney Heather Roy, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Ives adjourned the meeting at 4:29 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1542

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with 2Care4U LLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and 2Care4U LLC to provide EIDBI services.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/04/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
RESULT:	APPROVED (5 TO 0)	
MOVER:	Commissioner Leo Trunt	
SECONDER:	Commissioner Davin Tinquist	
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci	



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1541

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Joshua Falck

AGENDA ITEM:

CSAH 52: ESTABLISH HIGHWAY EASEMENT ACROSS COUNTY OWNED LANDS

BOARD ACTION REQUESTED:

Authorize execution of the attached easement in order to establish Highway right of way for C.S.A.H. 52 across the following Itasca County owned parcels: T05 (TP #53-005-3402): SE 1/4-SE 1/4-SW 1/4, Section 5, Township 60 North, Range 23 West and T20 (TP #53-009-1200): NW 1/4-NE 1/4, Section 9, Township 60 North, Range 23 West.

BACKGROUND:

Purpose:

- Memorialize the right of way required to construct State Aid Project #031-652-004
- To clearly define the corridor for utility permitting
- To preserve public highway rights along the corridor should the County convey easement(s), permit(s), or the entire parcel(s) at a future date

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. RBA ICTY_031-652-004_Exhibit
2. RBA ICTY_031-652-004_HwyEasement
3. CSAH 52 Highway Easement FULLY EXECUTED

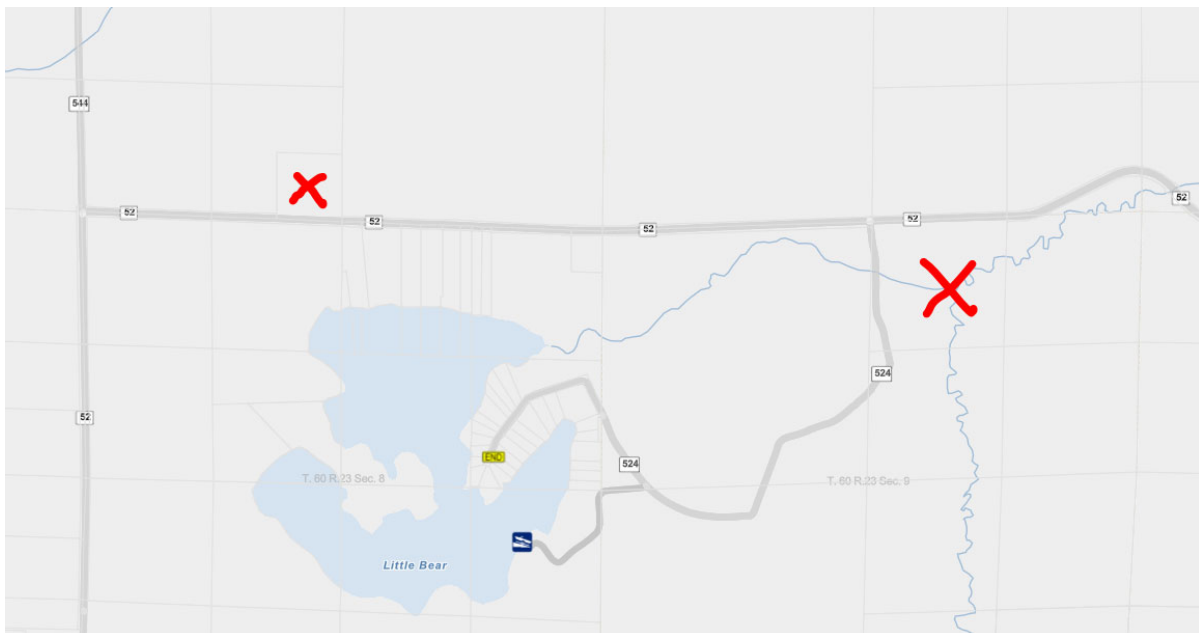
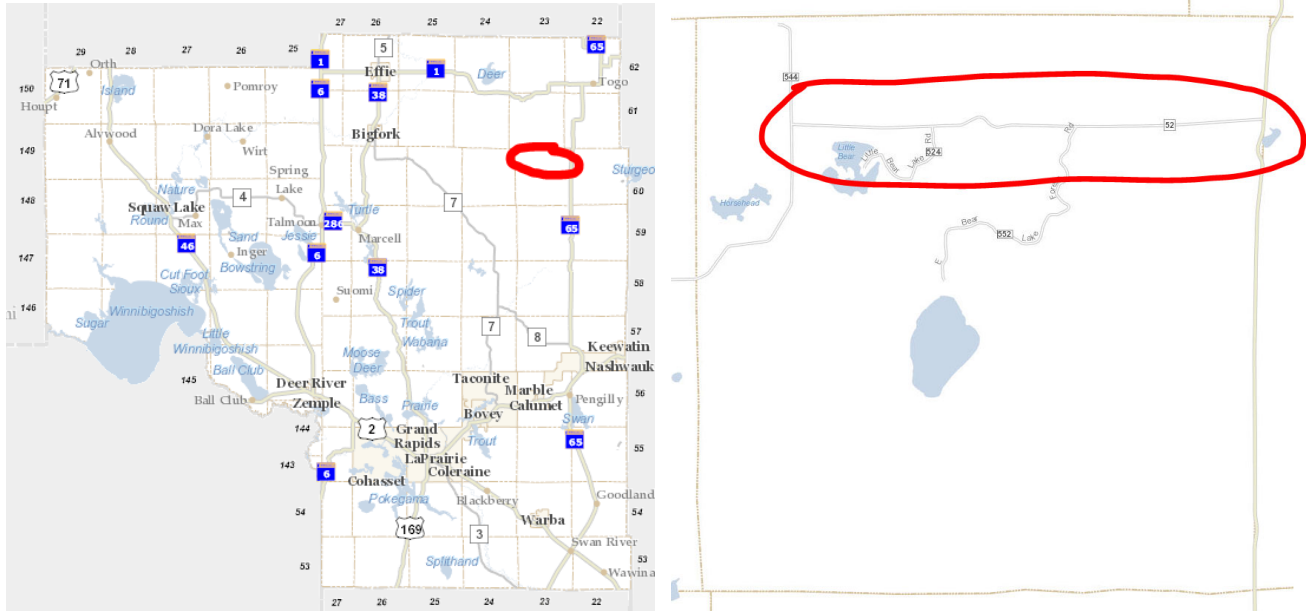
05/04/2021

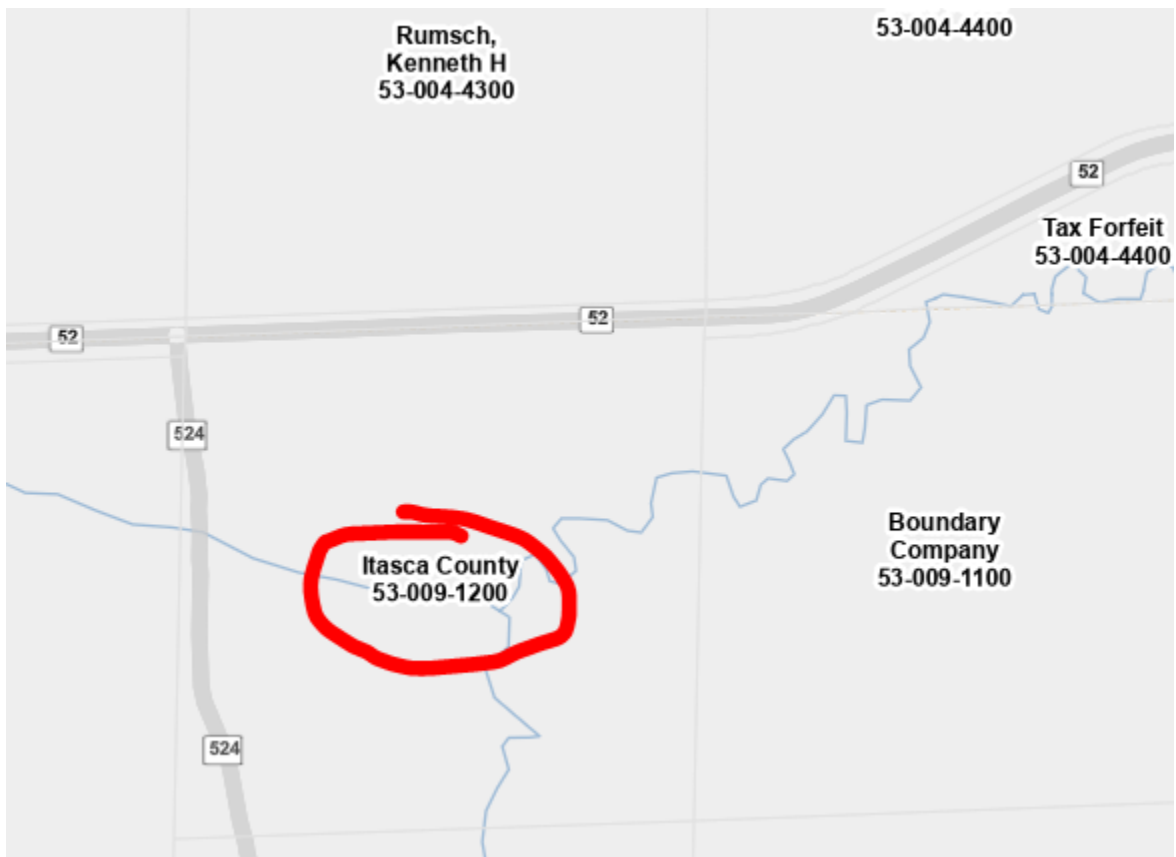
RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
RESULT:	APPROVED (5 TO 0)	
MOVER:	Commissioner Leo Trunt	
SECONDER:	Commissioner Davin Tinquist	
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci	

- RBA EXHIBIT -

Acquire Easement Across Itasca County Property for County State Aid Highway 52

(SAP 031-652-004)





HIGHWAY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____, 20____, between the **COUNTY OF ITASCA**, a Municipal Corporation and Political Subdivision of the State of Minnesota, hereinafter referred to as "Grantor," and the **COUNTY OF ITASCA**, State of Minnesota, Municipal Corporation and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of the real property situated in Itasca County, Minnesota, identified as **GRANTOR OWNED PROPERTY** on the attached **EXHIBITS A & B**,

AND WHEREAS, Grantor has agreed to grant Grantee an easement for Highway purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto the COUNTY OF ITASCA, as Grantee, for highway purposes, free and clear of all encumbrances, the below described real estate in the COUNTY OF ITASCA, State of Minnesota, and the said Grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does hereby release the COUNTY OF ITASCA, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, and use of a Public Highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the COUNTY OF ITASCA, State of Minnesota, shall have the right to use and remove all earth and materials lying within the parcel of land hereby conveyed and the right to allow utilities over, under, and across said parcel as allowed by State law, all within the easement more particularly defined by the attached "**EXHIBITS A & B**".

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: COUNTY OF ITASCA

**By: Burl Ives, Chairperson,
Itasca County Board of Commissioners**

STATE OF MINNESOTA)
) ss:
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on this _____ day of _____,
20____, by **Burl Ives, Chairperson of the Itasca County Board of Commissioners**, as
"Grantor".

(Notary Stamp or Seal)

Signature of Person taking Acknowledgment

This Instrument was drafted by:
Joshua M. Falck
Right of Way Specialist
Itasca County Transportation Department
Courthouse
Grand Rapids, MN. 55744

This conveyance is entitled to
recording without payment of fee,
pursuant to Minnesota Statutes
Section 386.77, it being for the
benefit of the County of ITASCA.

- EXHIBIT A -
- CSAH 52 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-652-004
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #05 (Tax Parcel #53-005-3402)

(Description based on Book 157 of Deeds, Page 580)

The Southeast Quarter of the Southeast Quarter of the Southwest Quarter, Section 5, Township 60 North, Range 23 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #05** in the Southeast Quarter of the Southwest Quarter, Section 5, Township 60 North, Range 23 West, Itasca County, Minnesota, lying southerly of a line offset parallel 50.00 feet northerly from **ALIGNMENT D052** as defined on SHEETS 02 and 03 of this **EXHIBIT A**.

Containing 0.77 acres, more or less.

NOTES:
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY
COORDINATE SYSTEM - ITASCA COUNTY NORTH ZONE.

ALL DIMENSIONS ON THIS SHEET REFERENCE THE
ALIGNMENT.

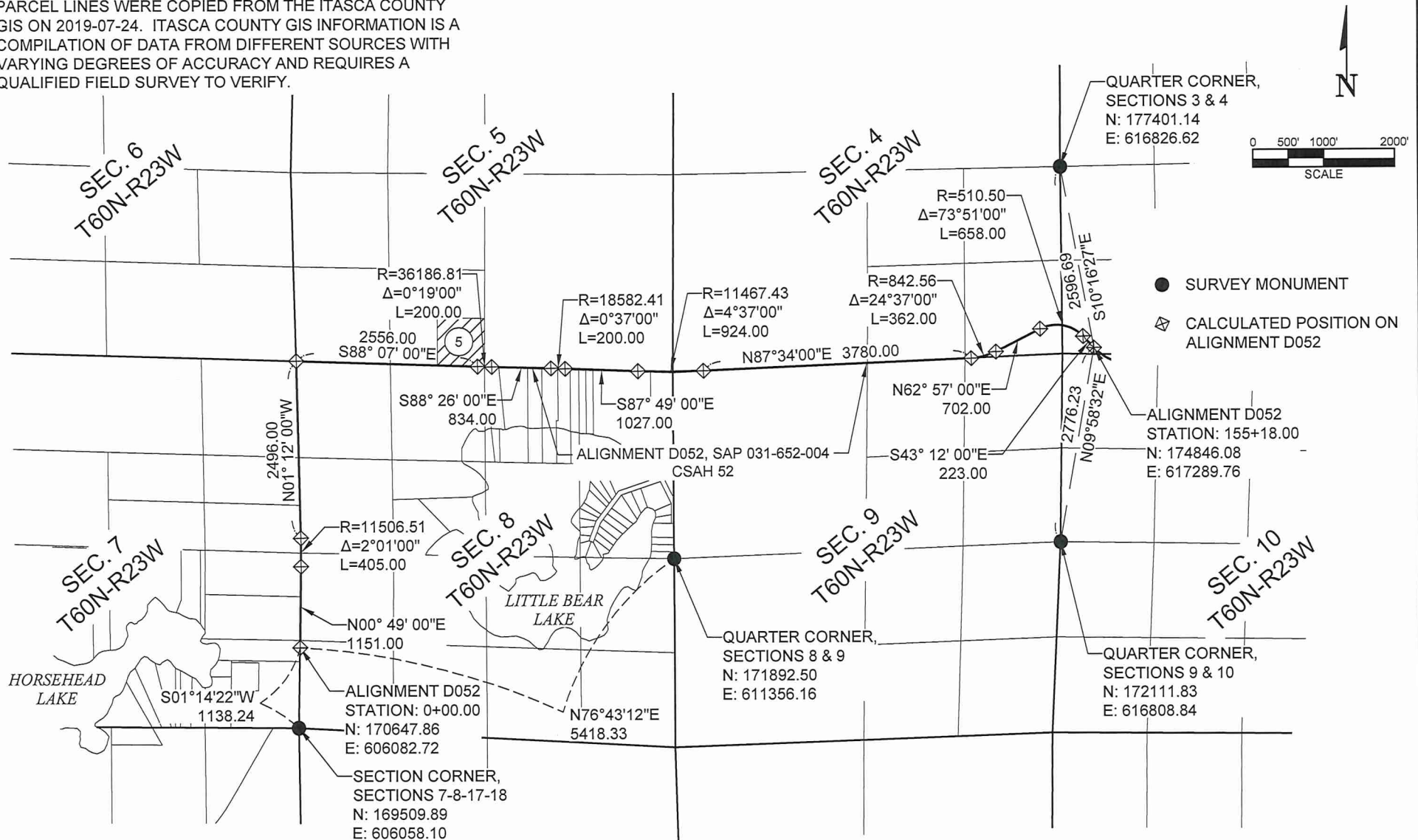
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Right of Way Tract Sheet Index

(5) = Tract #5 (TP #53-005-3402): SHEET 03

- EXHIBIT A - - ALIGNMENT D052, SAP 031-652-004 - CSAH 52, ITASCA COUNTY, MINNESOTA STA. 0+00 TO STA. 155+18



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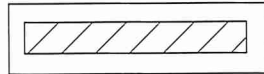
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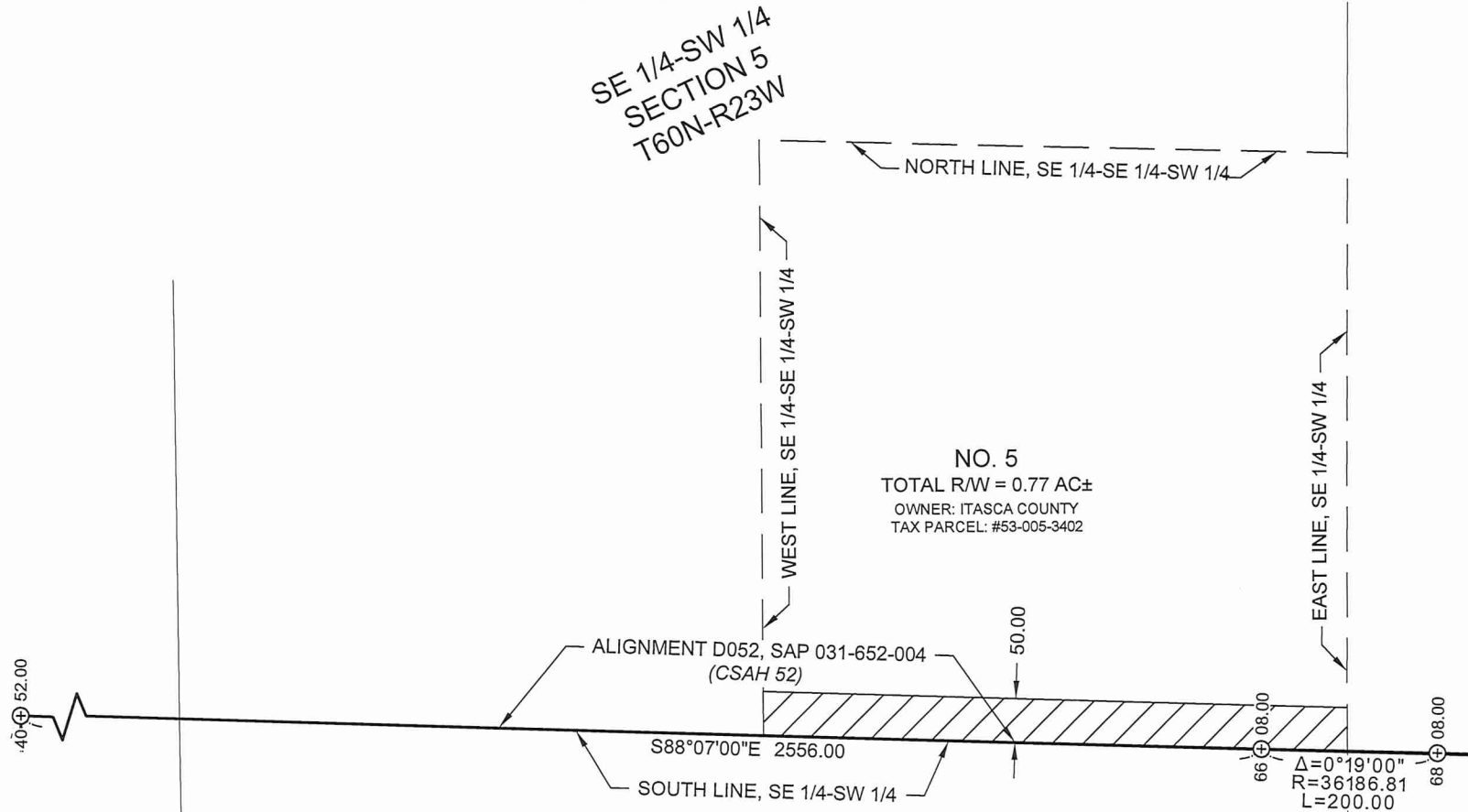
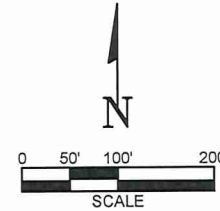
- EXHIBIT A - - CSAH 52 EASEMENT DETAIL - ITASCA COUNTY, MINNESOTA

● SURVEY MONUMENT

75 ⊕ 04 ALIGNMENT D052
STATION (1+00 = 100')



REPRESENTS EASEMENT



- EXHIBIT B -
- CSAH 52 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-652-004
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #20 (Tax Parcel #53-009-1200)

(Description based on Document recorded as #A000264999)

The Northwest Quarter of the Northeast Quarter, Section 9, Township 60 North, Range 23 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #09** in the Northwest Quarter of the Northeast Quarter, Section 9, Township 60 North, Range 23 West, Itasca County, Minnesota, lying northerly of a line offset parallel 50.00 feet southerly from **ALIGNMENT D052** as defined with its stationing on SHEETS 02 and 03 of this **EXHIBIT B**,

AND together with an additional 20.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #09** in said Northwest Quarter of the Northeast Quarter lying within 70.00 feet and southerly of said **ALIGNMENT D052** between lines drawn perpendicular to said **ALIGNMENT D052** through Station 128+00 and Station 131+00.

Containing 1.80 acres, more or less.

NOTES:
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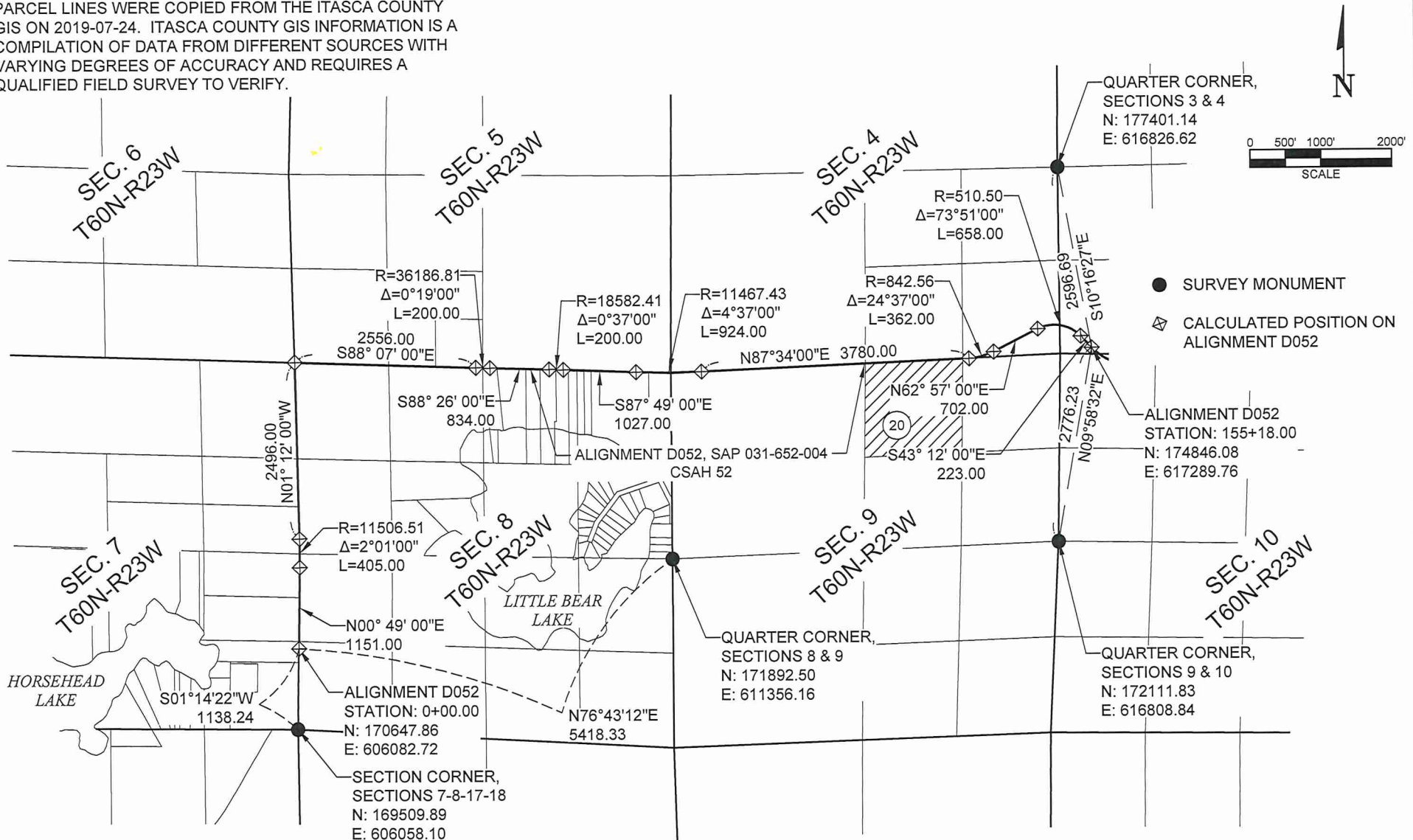
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Right of Way Tract Sheet Index

(20) = Tract #20 (TP #53-009-1200): SHEET 03

- EXHIBIT B - - ALIGNMENT D052, SAP 031-652-004 - CSAH 52, ITASCA COUNTY, MINNESOTA STA. 0+00 TO STA. 155+18



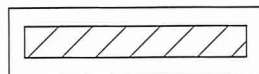
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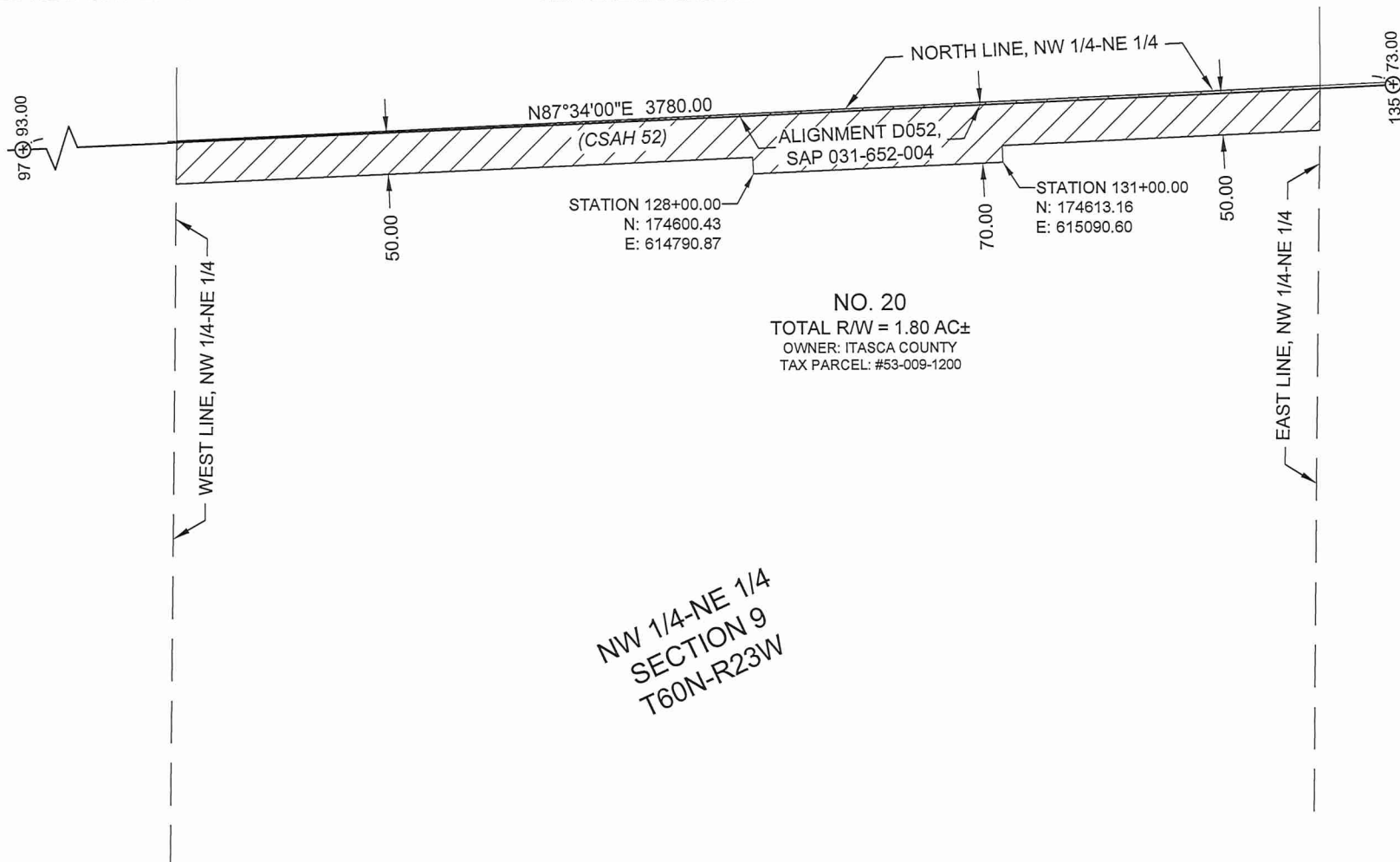
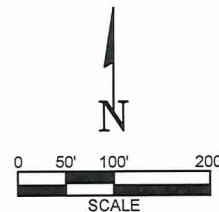
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● SURVEY MONUMENT

75 ⊕ 04 ALIGNMENT D052
STATION (1+00 = 100')



REPRESENTS EASEMENT



HIGHWAY EASEMENT

THIS INDENTURE is made and entered into this 11th day of May, 2021, between the **COUNTY OF ITASCA**, a Municipal Corporation and Political Subdivision of the State of Minnesota, hereinafter referred to as "Grantor," and the **COUNTY OF ITASCA**, State of Minnesota, Municipal Corporation and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of the real property situated in Itasca County, Minnesota, identified as **GRANTOR OWNED PROPERTY** on the attached **EXHIBITS A & B**,

AND WHEREAS, Grantor has agreed to grant Grantee an easement for Highway purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto the COUNTY OF ITASCA, as Grantee, for highway purposes, free and clear of all encumbrances, the below described real estate in the COUNTY OF ITASCA, State of Minnesota, and the said Grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does hereby release the COUNTY OF ITASCA, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, and use of a Public Highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the COUNTY OF ITASCA, State of Minnesota, shall have the right to use and remove all earth and materials lying within the parcel of land hereby conveyed and the right to allow utilities over, under, and across said parcel as allowed by State law, all within the easement more particularly defined by the attached "**EXHIBITS A & B**".

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: COUNTY OF ITASCA



By: **Burl Ives, Chairperson,**
Itasca County Board of Commissioners

STATE OF MINNESOTA)
) ss:
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on this 11th day of May, 2021, by **Burl Ives, Chairperson of the Itasca County Board of Commissioners**, as "Grantor".

(Notary Stamp or Seal)



Amanda Jo Schultz
Signature of Person taking Acknowledgment

This Instrument was drafted by:
Joshua M. Falck
Right of Way Specialist
Itasca County Transportation Department
Courthouse
Grand Rapids, MN. 55744

This conveyance is entitled to
recording without payment of fee,
pursuant to Minnesota Statutes
Section 386.77, it being for the
benefit of the County of ITASCA.

- EXHIBIT A -
- CSAH 52 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-652-004
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #05 (Tax Parcel #53-005-3402)

(Description based on Book 157 of Deeds, Page 580)

The Southeast Quarter of the Southeast Quarter of the Southwest Quarter, Section 5, Township 60 North, Range 23 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #05** in the Southeast Quarter of the Southwest Quarter, Section 5, Township 60 North, Range 23 West, Itasca County, Minnesota, lying southerly of a line offset parallel 50.00 feet northerly from **ALIGNMENT D052** as defined on SHEETS 02 and 03 of this **EXHIBIT A**.

Containing 0.77 acres, more or less.

NOTES:
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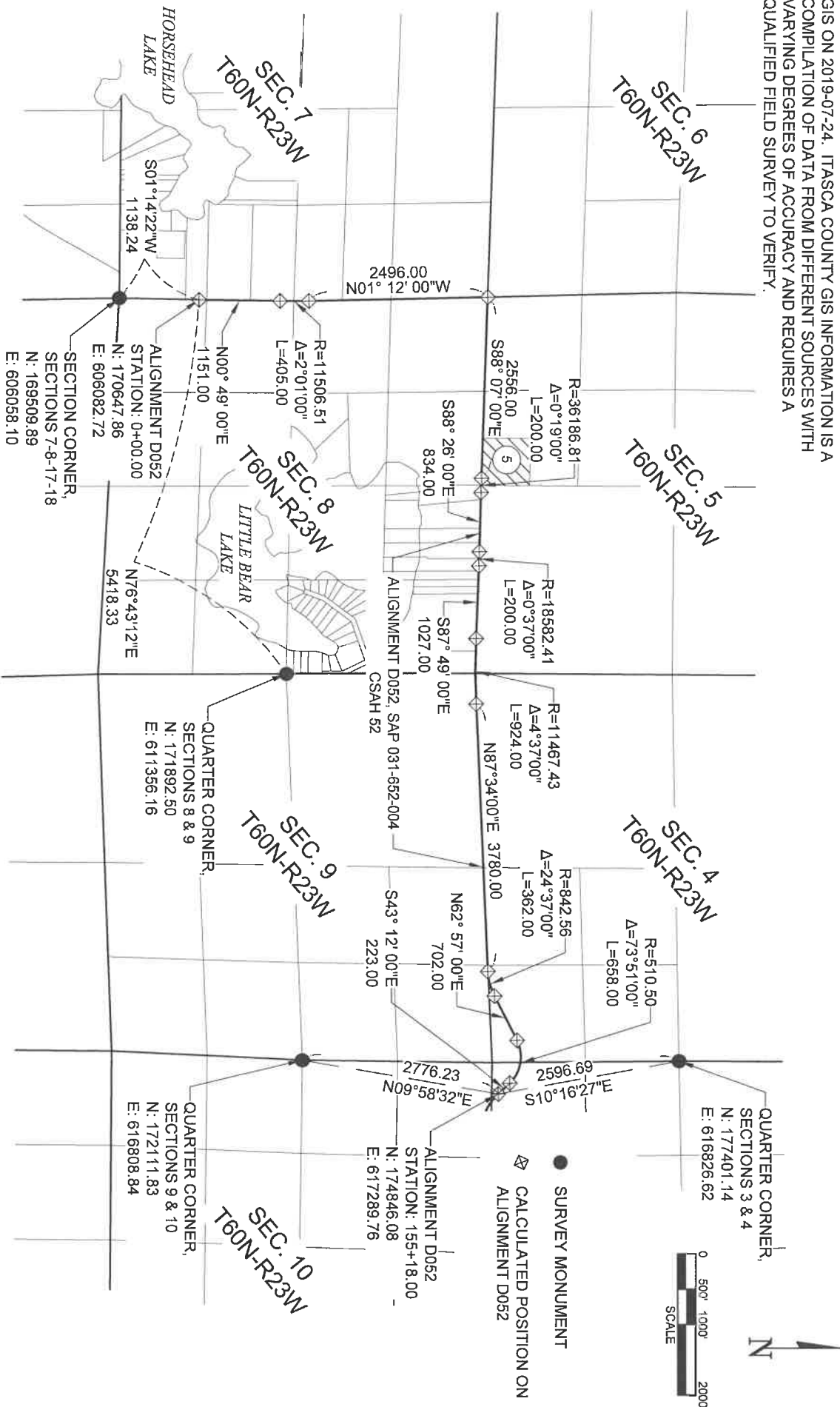
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Right of Way Tract Sheet Index

5 = Tract #5 (TP #53-005-3402): SHEET 03

- EXHIBIT A - - ALIGNMENT D052, SAP 031-652-004 - CSAH 52, ITASCA COUNTY, MINNESOTA STA. 0+00 TO STA. 155+18



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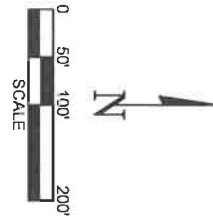
- EXHIBIT A - - CSAH 52 EASEMENT DETAIL - ITASCA COUNTY, MINNESOTA

● SURVEY MONUMENT

75 ± 04 ALIGNMENT D052
STATION (1+00 = 100')



REPRESENTS EASEMENT



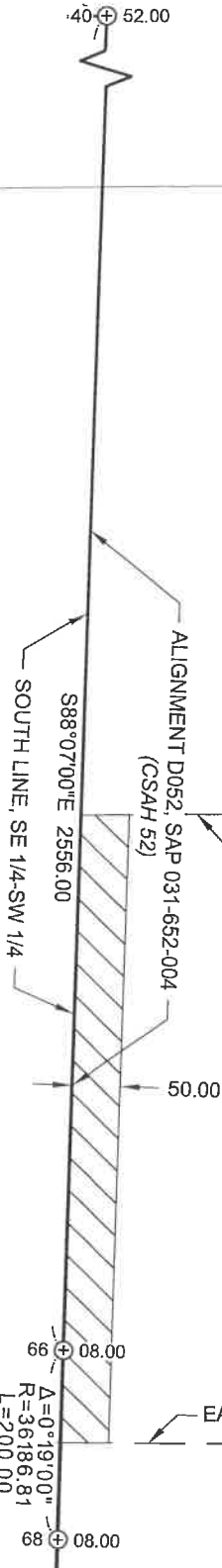
SE 1/4-SW 1/4
SECTION 5
T60N-R23W

WEST LINE, SE 1/4-SE 1/4-SW 1/4

NORTH LINE, SE 1/4-SE 1/4-SW 1/4

NO. 5
TOTAL RW = 0.77 AC±
OWNER: ITASCA COUNTY
TAX PARCEL #59-005-3402

EAST LINE, SE 1/4-SW 1/4



- EXHIBIT B -
- CSAH 52 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-652-004
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #20 (Tax Parcel #53-009-1200)

(Description based on Document recorded as #A000264999)

The Northwest Quarter of the Northeast Quarter, Section 9, Township 60 North, Range 23 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #09** in the Northwest Quarter of the Northeast Quarter, Section 9, Township 60 North, Range 23 West, Itasca County, Minnesota, lying northerly of a line offset parallel 50.00 feet southerly from **ALIGNMENT D052** as defined with its stationing on SHEETS 02 and 03 of this **EXHIBIT B**,

AND together with an additional 20.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #09** in said Northwest Quarter of the Northeast Quarter lying within 70.00 feet and southerly of said **ALIGNMENT D052** between lines drawn perpendicular to said **ALIGNMENT D052** through Station 128+00 and Station 131+00.

Containing 1.80 acres, more or less.

NOTES:
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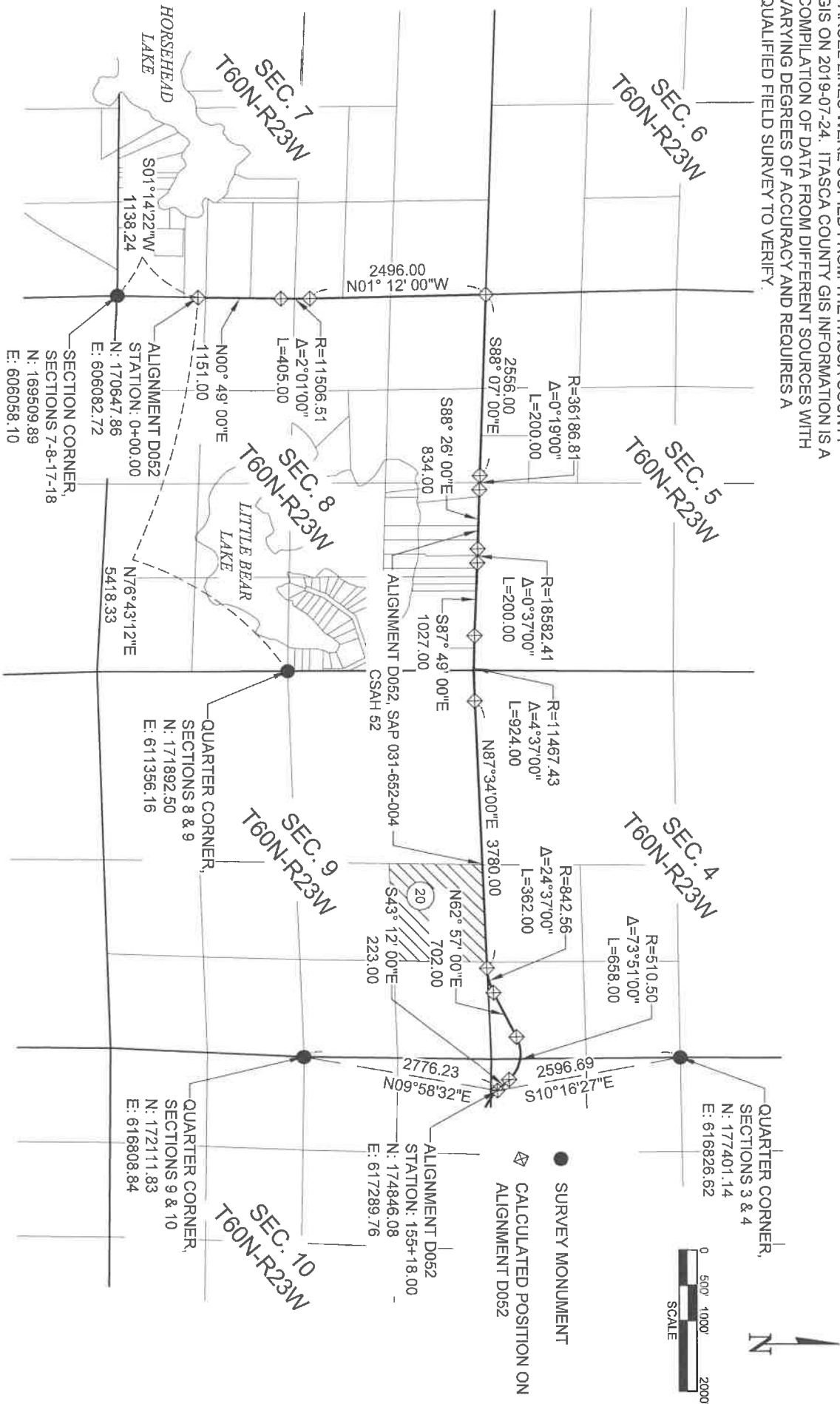
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Right of Way Tract Sheet Index

(20) = Tract #20 (TP #53-009-1200); SHEET 03

- EXHIBIT B - - ALIGNMENT D052, SAP 031-652-004 - CSAH 52, ITASCA COUNTY, MINNESOTA STA. 0+00 TO STA. 155+18



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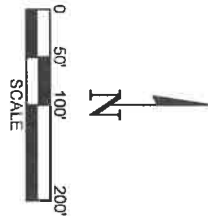
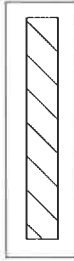
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- EXHIBIT B - - CSAH 52 EASEMENT DETAIL - ITASCA COUNTY, MINNESOTA

● SURVEY MONUMENT

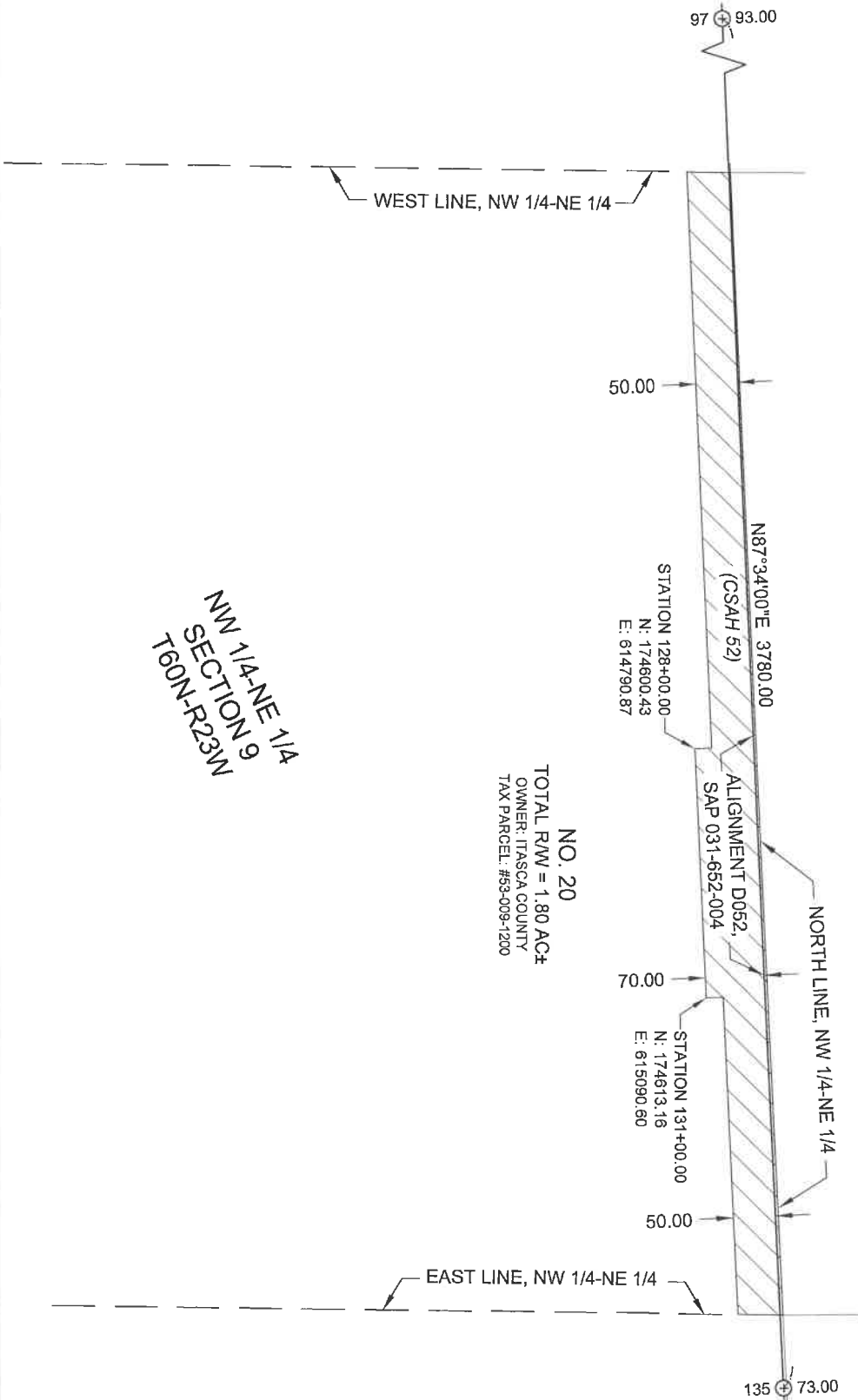
75 ± 04 ALIGNMENT D052
STATION (1+00 = 100')

REPRESENTS EASEMENT



NO. 20
TOTAL RW = 1.80 AC±
OWNER: ITASCA COUNTY
TAX PARCEL: #53-009-1200

NW 1/4-NE 1/4
SECTION 9
T60N-R23W





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1550

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

2021 Pavement Markings

BOARD ACTION REQUESTED:

Award County Project 2021-12 for 2021 Pavement Marking Service to the lowest responsible bidder, Traffic Marking Service, in the amount of \$142,300.00 and authorize the necessary signatures to execute the contract documents.

BACKGROUND:

Bids were opened for the 2021 Pavement Marking Services on April 27, 2021. Two bids were received.

Traffic Marking Service	\$142,300.00
AAA Striping Service Company	\$143,680.00

This will use a standard service contract that has been previously approved by the County Attorney's Office.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

05/04/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
RESULT:	APPROVED (5 TO 0)	
MOVER:	Commissioner Leo Trunt	
SECONDER:	Commissioner Davin Tinquist	
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci	



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1553

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Intersection Street Lighting Policy

BOARD ACTION REQUESTED:

Declare the existing Itasca County Roadway Lighting Policy void and adopt the attached Intersection Street Lighting Policy.

BACKGROUND:

The County originally adopted the Roadway Lighting Policy in 1996 and was updated in 2008. That policy outlined standards where roadway lighting would be considered. The criteria used to prioritize locations was current at that time but is outdated. Additionally, it specified the specific type of lighting that would be required which is something that changes with time and technology improvements.

The proposed policy references the County Road Safety Plan that was completed in 2012. That plan looked at intersections outside of municipal boundaries and used a systemic approach to determine what improvements should be considered at each location.

The systemic approach for evaluating is based on the assumption that the absence of crashes does not equate to no risk. In order to support the development of a new approach that defines risk based on crashes plus a variety of surrogate measures, research was conducted that identified rural intersections with crashed and then documented the geometric and traffic features that were common among the various locations. The risk factors include:

1. Geometry of the intersection (skew)
2. Geometry of the roadway (on/near curve - both horizontal and vertical)
3. Commercial development in any quadrant
4. Distance to previous Stop sign (more than 5 miles)
5. Average Daily Traffic (ADT) ratio (a ratio between 0.6 - 1)
6. Crash history

Using the systemic approach of evaluation allows us to review and prioritize intersections without crashes based on the risk factors at locations where crashes have occurred and make improvements before a crash happens.

The safety plan did not evaluate all intersections on the County Road system, therefore, a decision

tree is attached to this policy that will provide a systematic method for evaluating additional intersections using the methodologies that were used in that plan.

Lastly, the policy addresses how the intersection lighting will be funded and which intersections the County will participate in.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Intersection Street Lighting Policy

05/04/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
RESULT:	APPROVED (5 TO 0)	
MOVER:	Commissioner Leo Trunt	
SECONDER:	Commissioner Davin Tinquist	
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci	

ITASCA COUNTY POLICIES & PROCEDURES Transportation Department	EFFECTIVE DATE:	POLICY #:
	RBA #:	BOARD APPROVAL DATE: Format Updates:
	REFERENCES:	
SUBJECT: Intersection Street Lighting Policy		

Intersection Street Lighting Policy

The purpose of this policy is to establish uniformity and consistency in the application, installation, and maintenance of street lighting on Itasca County's roadway system and to establish the cost participation guidelines.

Background:

1. The Minnesota Local Road Research Board (Report No. MN/RC-1999-17) has concluded that the installation of streetlights at rural intersections offers a low cost and very effective strategy for mitigating nighttime vehicle crashes. This report found that the installation of intersection lighting at rural intersections resulted in a 25 to 40 percent reduction in the nighttime crash frequency and an 8 to 26 percent reduction in nighttime crash severity. A benefit-cost analysis indicated that the crash reduction benefits associated with the installation of street lighting at rural intersections outweigh the costs by a 15:1 ratio.
2. The 2012 Itasca County Safety Plan evaluated all rural intersections and recommended locations where streetlights would be beneficial. This plan utilized the systemic intersection risk factors method.

Policy:

It is in the public interest that Itasca County use the strategy of installing streetlights at intersections to reduce crashes and improve motorist guidance. The object of the intersection lights is to provide a landmark or guide light for motorist, not to provide a specific level of illumination.

These provisions are provided for use by the County Engineer in regulating the location, design, and method of installation in a uniform manner. It also establishes the cost sharing responsibilities between local governments and Itasca County.

Warrants:

Installation of rural streetlights shall be completed based on a comprehensive evaluation of Itasca County's roadway system. Recognizing that rural street lighting cannot be implemented at all locations, the systemic intersection risk factors method will be used.

Itasca County may consider a streetlight warranted when at least one of the following conditions are met:

1. County Road Safety Plan:

- a. The intersection is listed in the County Road Safety Plan with a recommended treatment of a streetlight and has a three-star rating or higher.
- b. The intersection is not listed in the County Road Safety Plan, but conditions are such that the recommended treatment would be streetlights if the Intersection Project Identification Decision tree, attached as Appendix A, is followed. The intersection must have a minimum rating of three-stars to be warranted.

2. Accident Experience:

- a. There are three or more nighttime crashes in the previous three years.

3. Ambient Light:

- a. Where the illumination in areas adjacent to the intersection adversely affects the driver's vision.

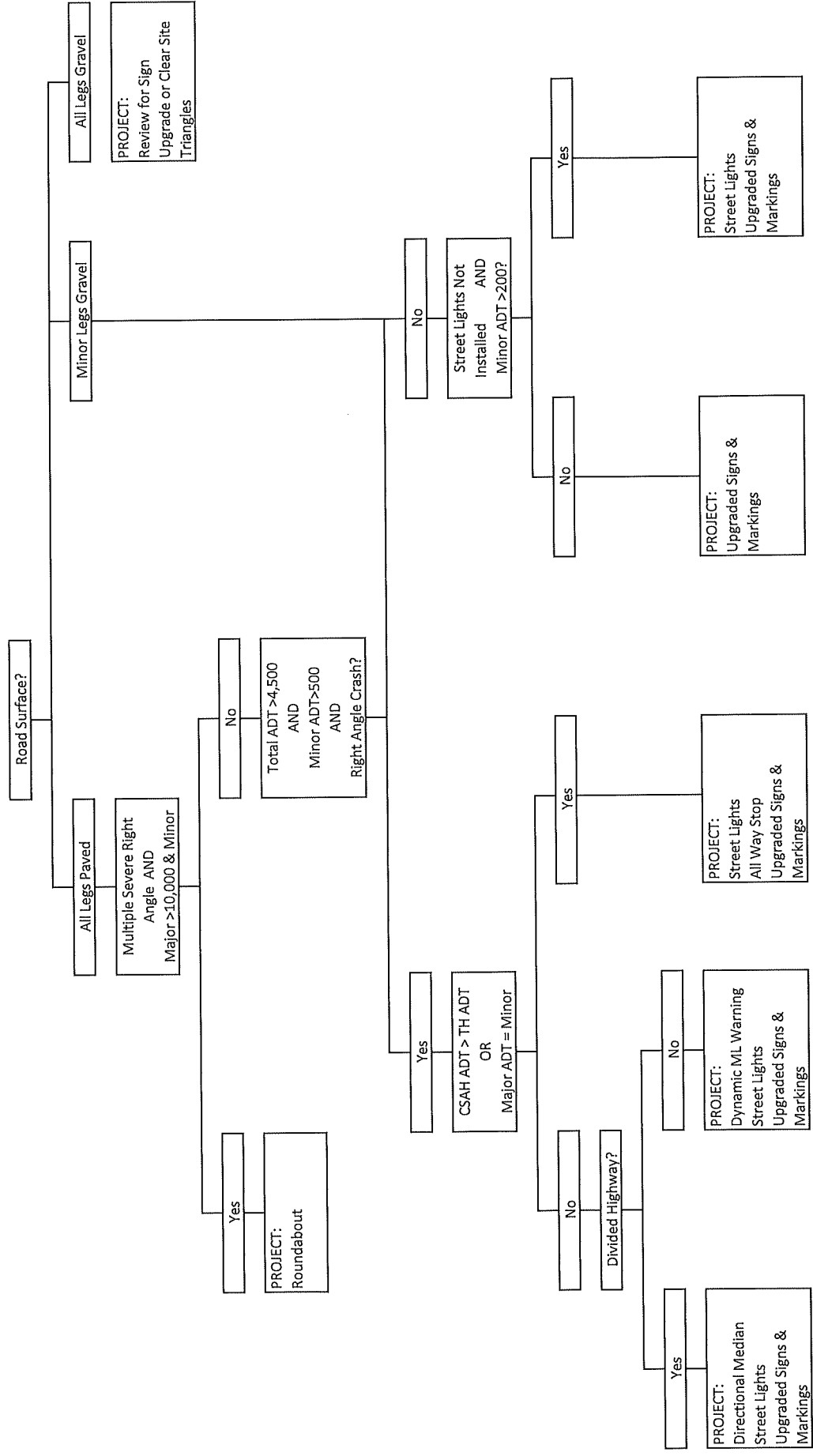
Design:

1. At County Road, Unorganized Township Roads or Town Road intersections the County will first utilize existing power poles for the mast arm and luminaire.
2. At County State Aid Highways and State Highways, the County will follow the standards for streetlight systems found in Minnesota Department of Transportation's most recent Traffic Engineering Manual, Chapter 10 – Lighting of Traffic Facilities.

Funding:

1. Itasca County will be responsible for all costs associated with the installation and maintenance of street lighting at warranted intersections under the County's jurisdiction, including electrical costs.
2. For intersections that include a segment that is under MnDOT's jurisdiction, a formal agreement, outlining the cost participation between the two agencies or a MnDOT Permit will be required.
3. Any local road authority that requests street lighting at an un-warranted intersection will be responsible for all costs associated with the installation, electrical costs, and maintenance of the street lighting. Under this provision, the local road authority will be required to apply for a utility permit from Itasca County for the installation of the street lighting.
4. Nothing in this policy requires Itasca County to install streetlights at intersections that meet warrants. In all cases the budget will be considered when making final decisions.

Intersection Project Identification Decision Tree





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1551

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Cindy Shevich, Kory Cease

AGENDA ITEM:

Sale of Tax-Forfeited Land to City of Grand Rapids for Public Purpose

BOARD ACTION REQUESTED:

Adopt the Resolution RE: Sale of Tax-forfeited Land, parcel #91-585-4106, to the City of Grand Rapids for a Public Purpose, which approves sale of the North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of \$4,450.00 plus all associated costs.

BACKGROUND:

The City of Grand Rapids has requested purchase of tax-forfeited land, parcel # 91-585-4106, legally described as the North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids for the amount of \$4,450.00. Minnesota Statute 282.01, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

The Itasca County Board of Commissioners has classified the above described property as non-conservation land. The City of Grand Rapids has requested purchase of said property to use for future roadway and utility purposes.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 4-12-21 City Resolution
2. Location_Map 91-585-4106

05/04/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

RESOLUTION 2021-32

**RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF GRAND RAPIDS FOR PUBLIC
PURPOSE**

WHEREAS, the following described land forfeited to the State of Minnesota in 1991 for non-payment of taxes and is managed by Itasca County:

North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids appraised for the amount of \$4,450.00; and

WHEREAS, the City of Grand Rapids has requested purchase of said property to use for future roadway and utility purposes.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the North 75 feet of Lot 2 and the North 75 feet of the West 25 feet of Lot 3, Park Row Kearney's First Addition to Grand Rapids, is managed for public purpose by the City of Grand Rapids.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,450.00 plus all associated costs.

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

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 11th day of May A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of May A.D. 2021.

Administrator

Councilor Blake introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-24

**A RESOLUTION REQUESTING CONVEYANCE
OF TAX-FORFEITED TRUST PARCEL 91-585-4106**

WHEREAS, parcel 91-585-4106 has been forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County; and

WHEREAS, parcel 91-585-4106 is legally described as:

North 75 feet of Lot 2 and North 75 feet of West 25 feet of Lot 3 of Kearneys 1st Addition to Grand Rapids; and

WHEREAS, Minnesota Statute 282.01, Subd. 1A, para. (b) allows for the acquisition of tax forfeit trust parcels for public purposes; and

WHEREAS, the City of Grand Rapids intends to use the property for future roadway and utility purposes; and

WHEREAS, no restrictive covenants will be placed on said parcel; and

WHEREAS, the sale price for parcel 91-585-4106 shall be \$4,450.00 plus costs associated with the transfer; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Minnesota hereby respectfully requests that the Itasca County Board consider approving conveyance of parcel 91-585-4106 for roadway and utility purposes.

Adopted by the Council this 12th day of April, 2021.

Dale R. Christy

Dale R. Christy (Apr 13, 2021 15:03 CDT)

Dale Christy, Mayor

ATTEST:

Kim Gibeau

Kim Gibeau (Apr 13, 2021 15:05 CDT)

Kimberly Gibeau, City Clerk

Councilor Toven seconded the foregoing resolution and the following voted in favor thereof: Adams, Connelly, Toven, Blake, Christy; and the following voted against same: None; whereby the resolution was declared duly passed and adopted.



Location map
Tax Forfeit Parcel 91-585-4106



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



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Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1552

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Cindy Shevich, Kory Cease

AGENDA ITEM:

Sale of Tax-Forfeited Land to the City of Grand Rapids for Stormwater

BOARD ACTION REQUESTED:

Adopt the Resolution RE: Sale of Tax-forfeited Land to the City of Grand Rapids for Stormwater purposes, which approves sale Parcel 91-620-0230, described as Lot 23 and Lot 24 Less that part lying West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) for a price of \$4,000.00, plus all associated costs and which approves conveyance of Parcel 91-028-3109, described as Revised Description Number 1 of the Northeast Quarter of the Southwest Quarter, Section 28, Township 55, Range 25, more particularly described in the attachment, under the terms provided in Minnesota Statute 282.01, Subd 1a para (h) at no charge.

BACKGROUND:

The City of Grand Rapids has requested purchase of Tax-forfeited land Parcel 91-620-0230, legally described Lot 23 and Lot 24 Less that part lying West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS for the amount of \$4,000.00, plus all associated costs.

The City of Grand Rapids has requested conveyance of Tax-forfeited land Parcel 91-028-3109, legally described as Revised Description Number 1 of the Northeast Quarter of the Southwest Quarter, Section 28, Township 55, Range 25, more particularly described in the attachment, at no charge.

Minnesota Statute 282.01, Subd. 1a (h) allows conservation tax-forfeited land be conveyed to an incorporated governmental subdivision for less than its market value as determined by the county board, for the purpose of drainage or storage of stormwater under a stormwater management plan.

When land is sold for stormwater purposes a restrictive covenant limiting the use of the land for this purpose is in place for 30 years or until the property is reconveyed back to the state in trust.

The Itasca County Board of Commissioners has classified the above described property as conservation land in 2019. The City of Grand Rapids has requested purchase of said properties to use for stormwater purposes. The City of Grand Rapids maintains stormwater systems under a Stormwater Protection Ordinance and a MS4 Permit held from the Minnesota Pollution Control Agency.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 4-12-21 City Resolution 91-028-3109_91-620-0230
2. Location_Map 91-028-3109
3. Location_Map 91-620-0230
4. Legal desc 91-029-3109
5. Addl 91-620-0230 Map

05/04/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/11/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

RESOLUTION 2021-33

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF GRAND RAPIDS FOR STORMWATER PURPOSES

WHEREAS, the following described land forfeited to the State of Minnesota in 1995 for non-payment of taxes and is managed by Itasca County:

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, assumed bearing along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 20.00 feet; thence south 0 degrees 04 minutes 49 seconds East, 40.00 feet along a line that is parallel with the East line of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, 390.61 feet to intersect the Easterly right of way line of proposed Second Avenue; thence South 0 degrees 30 minutes 17 seconds West, 395.00 feet along said Easterly right of way line: thence North 89 degrees 45 minutes 26 seconds East 110.00 feet; thence North 56 degrees 47 minutes 18 seconds East, 339.90 feet; thence North 0 degrees 04 minutes 49 seconds West, 210.00 feet to the point of beginning; and

WHEREAS, the following described land forfeited to the State of Minnesota in 2017 for non-payment of taxes and is managed by Itasca County:

Lot 23 and Lot 24 Less that part lying West of the East 18 feet and the West half of vacated North/South Avenue lying adjacent to Lot 23 Less Highway 38 ROW, MCKINNEY LAKE ADDITION TO GRAND RAPIDS; and

WHEREAS, the City of Grand Rapids has requested purchase of said property to use for stormwater purposes. The City of Grand Rapids maintains stormwater systems under a Stormwater Protection Ordinance and a MS4 Permit held from the Minnesota Pollution Control Agency.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (h) allows conservation tax-forfeited land be conveyed to an incorporated governmental subdivision for less than its market value as determined by the county board, for the purpose of drainage or storage of stormwater under a stormwater management plan. When land is sold for stormwater purposes a restrictive covenant limiting the use of the land for this purpose is in place for 30 years or until the property is reconveyed back to the state in trust.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the above described property is managed for the purpose of drainage or storage of stormwater by the City of Grand Rapids.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves

sale of Parcel 91-620-0230, legally described above, under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000.00 plus all associated costs and approves the conveyance of Parcel 91-028-3109, described above, under the terms provided in Minnesota Statute 282.01, Subd 1a, para (h) at no charge.

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

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 11th day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of June A.D. 2021.



Administrator

Councilor Blake introduced the following resolution and moved for its adoption:

RESOLUTION NO. 21-23

**A RESOLUTION REQUESTING CONVEYANCE
OF TAX-FORFEITED TRUST PARCELS 91-028-3109 AND 91-620-0230**

WHEREAS, parcels 91-028-3109 and 91-620-0230 have been forfeited to the State of Minnesota for non-payment of taxes and are managed by Itasca County; and

WHEREAS, parcel 91-028-3109 is legally described as:

*That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, described as follows:
Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, assumed bearing along the north line of said Northeast Quarter of the Southwest Quarter, a distance of 20.00 feet; thence South 0 degrees 04 minutes 49 seconds East, 40.00 feet along a line that is parallel with the east line of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, 390.61 feet to intersect the easterly right of way line of proposed 2nd Avenue; thence South 0 degrees 30 minutes 17 seconds West, 395.00 feet along said easterly right of way line; thence North 89 degrees 45 minutes 26 seconds East 110.00 feet; thence North 56 degrees 47 minutes 18 seconds East, 339.90 feet; thence North 0 degrees 04 minutes 49 seconds West, 210.00 feet to the point of beginning. Containing 2.96 acres; and*

WHEREAS, parcel 91-620-0230 is legally described as:

Lot 23 and Lot 24 less part laying west of east 18 feet and west half of vacated north/south avenue laying adjacent to Lot 23 and less Highway 38 right of way of McKinney Lake Addition to Grand Rapids; and

WHEREAS, Minnesota Statute 282.01, Subd. 1A, para. (h) allows for the acquisition of tax forfeit trust parcels for drainage or stormwater purposes; and

WHEREAS, a 30 year covenant will be placed on both parcels restricting the property to stormwater use only; and

WHEREAS, the sale price for parcel 91-620-0230 shall be \$4,000.00 and parcel 91-028-3109 will be at no charge plus costs associated with the transfer; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Minnesota hereby respectfully requests that the Itasca County Board consider approving conveyance of tax-forfeited trust parcels 91-028-3109 and 91-620-0230 for stormwater purposes.

Adopted by the Council this 12th day of April, 2021.

Dale R. Christy

Dale R. Christy (Apr 13, 2021 15:03 CDT)

Dale Christy, Mayor

ATTEST:

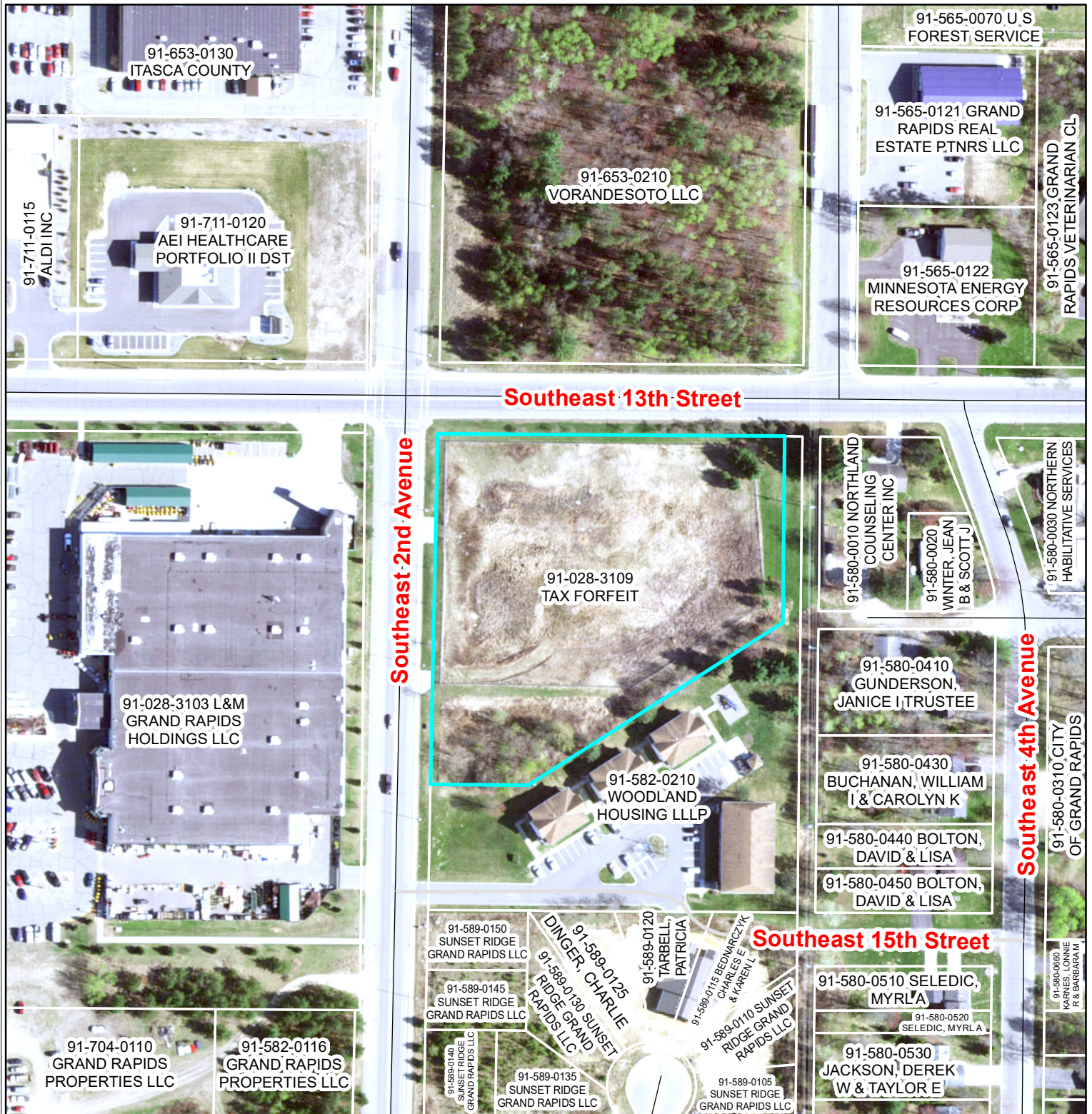
Kim Gibeau
Kim Gibeau (Apr 13, 2021 15:05 CDT)

Kimberly Gibeau, City Clerk

Councilor Toven seconded the foregoing resolution and the following voted in favor thereof: Connelly, Adams, Toven, Blake, Adams; and the following voted against same: None; whereby the resolution was declared duly passed and adopted.



Location map
Tax Forfeit Parcel 91-028-3109



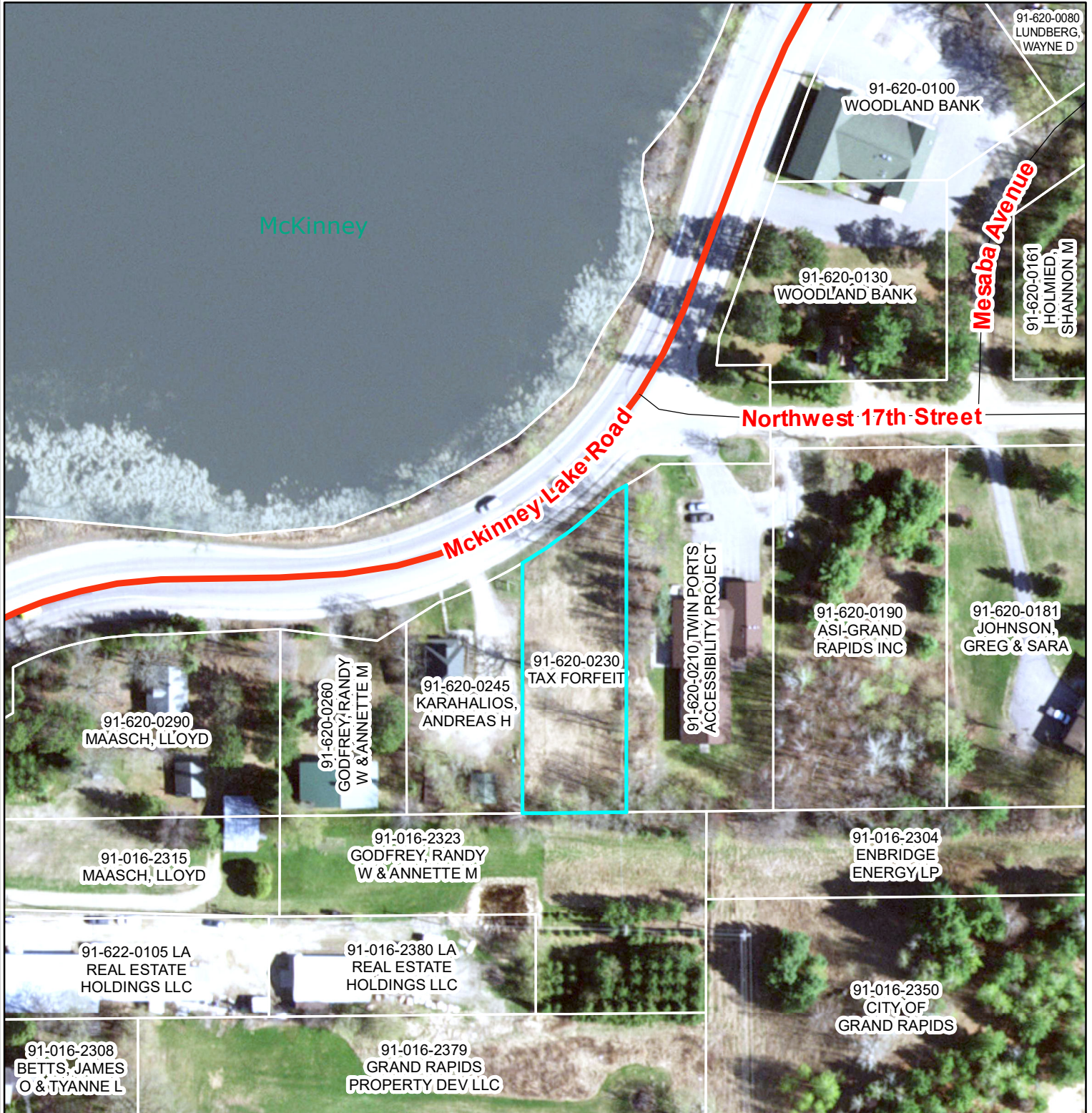
The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



0 2550 100

Feet

Location map
Tax Forfeit Parcel 91-620-0230



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

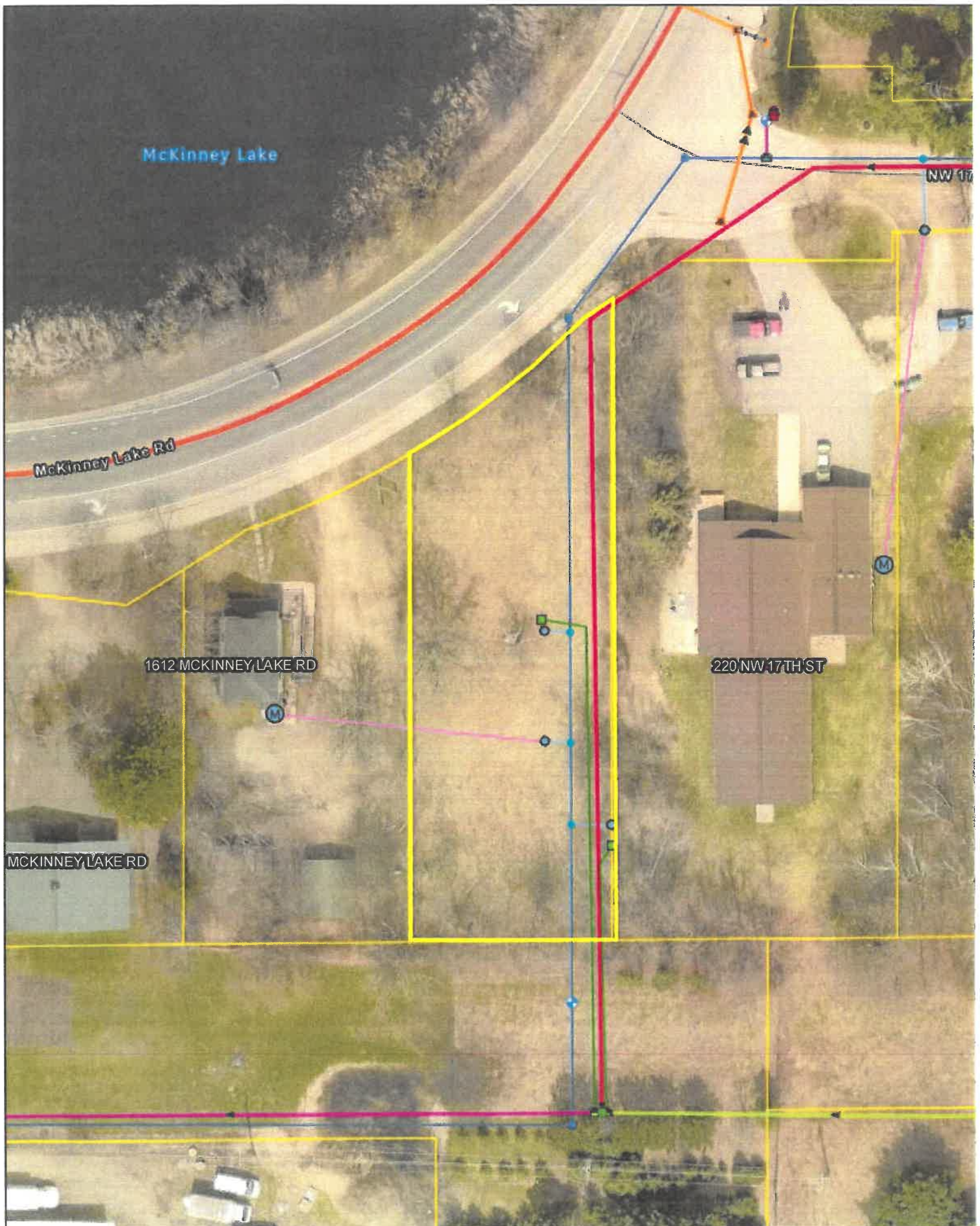


0 25 50 100
Feet

91-028-3109

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, assumed bearing along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 20.00 feet; thence south 0 degrees 04 minutes 49 seconds East, 40.00 feet along a line that is parallel with the East line of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 45 minutes 26 seconds West, 390.61 feet to intersect the Easterly right of way line of proposed Second Avenue; thence South 0 degrees 30 minutes 17 seconds West, 395.00 feet along said Easterly right of way line; thence North 89 degrees 45 minutes 26 seconds East 110.00 feet; thence North 56 degrees 47 minutes 18 seconds East, 339.90 feet; thence North 0 degrees 04 minutes 49 seconds West, 210.00 feet to the point of beginning. Containing 2.96 acres.

Matt's Web App





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1387

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1264

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of May 14, 2021 in the amount \$504,591.88.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1559

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Congratulations to Ryan Miskovich who was promoted from Traffic/GIS Technician, Transportation Department to GIS Analyst, Survey and Mapping Department effective May 3, 2021.
- Congratulations to Jason Chamberlin who was promoted from Helpdesk Technician to Network / Telecommunications Specialist, MIS Department effective May 5, 2021.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1560

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement

BOARD ACTION REQUESTED:

Accept the 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement between the State of Minnesota and Itasca County, for the grant amount of \$500.00, and authorize the signature of Sheriff Williams and County Board Chair Burl Ives to the agreement and conflict of interest disclosure.

BACKGROUND:

This is an annual grant agreement which provides extra monies for boat safety equipment. See grant contract for a list of equipment which was approved for purchase with this grant.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca - 2020 Federal Boat Equipment Grant

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



2020 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT
ENCUMBRANCE WORKSHEET

Contract #:

PO #:

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2021	Source Type REIMB	Vendor Number 0000197296-001
Total Amount \$500	Project ID R29G70CGBLA19	Billing Location R297000221	DUNS 030018741	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$500	Activity A4CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$0	Activity A4CG004

Grant Begin Date March 2, 2021	Grant End Date September 30, 2021
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Grantee Name and Address:

Itasca County Sheriff's Office
440 NE First Avenue
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)

Itasca Co. Treasurer
123 NE 4th St.
Grand Rapids, MN

2020 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Itasca County Sheriff's Office, 440 NE First Avenue, Grand Rapids, MN 55744 (DUNS 030018741) ("Grantee"). The payment address for this grant agreement is Itasca Co. Treasurer, 123 NE 4th St., Grand Rapids, MN.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** March 2, 2021, Per [Minn.Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). Grantee will be reimbursed, as specified in Exhibit A which is attached and incorporated into this grant contract agreement, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A which is attached and incorporated into this grant contract agreement. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit A which is attached and incorporated into this grant contract agreement. See Exhibit A which is attached and incorporated into this grant contract agreement for life jacket wear policy requirement and allowable expenditures specific to this grant. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Five hundred dollars (\$500).
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Five hundred dollars (\$500).
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Victor J. Williams, Itasca County Sheriff's Office, 440 NE First Avenue, Grand Rapids, MN 55744 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under [Minn. Stat. §16B.98, Subd. 8](#) and [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

(a) Funding for grant from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FASI90127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

19.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. Federal Grant Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: _____

Date: _____

SWIFT Contract # _____

Purchase Order # _____

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

**2020 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the grant contract agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - (10) Mustang SOLAS T2 Life Vest - Over duty

** means trade-in or cost share by county*
*** means 25% county dive equipment cost share requirement*
2. The program shall begin on March 2, 2021 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by September 30, 2021. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after September 30, 2021, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.
3. The Grantee must first purchase the items as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, for purchases dated no earlier than March 2, 2021 or date grant is fully executed and not later than September 30, 2021, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent to: adam.block@state.mn.us
4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.
5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.
6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or

trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.

9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

2020 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____

Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2020 MN DNR Federal Boating Equipment Grant**

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1561

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

2021 Federal Boating Safety Supplemental Patrol Grant Agreement

BOARD ACTION REQUESTED:

Approve and authorize signatures necessary to execute the Federal Supplemental Boating Safety Patrol Grant Agreement and Conflict of Interest Statement between the State of Minnesota (DNR) and the Itasca County Sheriff's Office

BACKGROUND:

This annual grant supplements our regular boat and water grant, and provides additional funds to support extra boat patrol in Itasca County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca Co. - 2021 Federal Boat Patrol Grant

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



**2021 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #:

PO #:

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2021	Source Type REIMB	Vendor Number 0000197296-001
Total Amount \$9,500	Project ID R29G70CGBLA19	Billing Location R297000221	DUNS 030018741	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 14, 2021	Grant End Date September 6, 2021
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Grantee Name and Address:

Itasca County Sheriff's Office
440 NE First Ave.
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)

Itasca Co. Treasurer
123 NE 4th St.
Grand Rapids, MN

2021 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Itasca County Sheriff's Office, 440 NE First Ave., Grand Rapids, MN 55744 (DUNS 030018741) ("Grantee"). The payment address for this grant contract agreement is Itasca Co. Treasurer, 123 NE 4th St., Grand Rapids, MN.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** May 14, 2021. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 6, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Nine thousand five hundred dollars (\$9,500).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Nine thousand five hundred dollars (\$9,500).

- 4.2 **Payment**

- (a) **Invoice.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 6, 2021,

unless an extension is requested in writing from the Grantee and approved in writing from the State.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FASI90127), (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit B is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Victor J. Williams, Itasca County Sheriff's Office, 440 NE First Ave., Grand Rapids, MN 55744, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract

agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FASI90127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment,

determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. Federal Boat Patrol Grant Contract Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: _____

Date: _____

SWIFT Contract # _____

Purchase Order # _____

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**2021 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays **do not qualify** for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. The program shall begin on Friday, May 14, 2021 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 6, 2021. The Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. **Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date.**

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2021 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. **Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.**
7. **Deadline for the invoice, log sheets and narrative is Wednesday, October 6, 2021. An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: Adam.Block@state.mn.us**
8. Hours from this program will be excluded in determining the regular 2023 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2021 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2021 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____

Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2021 MN DNR Federal Boating Patrol Grant**

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1562

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

National Police Week and Peace Officers' Memorial Day

BOARD ACTION REQUESTED:

Adopt the Resolution Re: 2021 National Police Week and Peace Officers' Memorial Day, which proclaims the week of May 9-15, 2021 as Police Week and May 15, 2021 as Peace Officers' Memorial Day in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

RESOLUTION 2021-34

RE: 2021 NATIONAL POLICE WEEK AND PEACE OFFICERS' MEMORIAL DAY

WHEREAS, the Congress and the President of the United States of America have designated May 15 as Peace Officers' Memorial Day and the week of May 9-15, 2021 as National Police Week; and

WHEREAS, the members of the Itasca County Sheriff's Office, along with all law enforcement in Itasca County, play an essential role in safeguarding the rights and freedoms of the citizens of Itasca County; and

WHEREAS, law enforcement officers are guardians of life and property; defenders of the individual right to be free; warriors in the war of crime; and dedicated to the preservation of life, liberty, and the pursuit of happiness; and

WHEREAS, the men and women of the Itasca County Sheriff's Office, along with law enforcement officers in Itasca County, unceasingly provide a vital public service; and

WHEREAS, the County of Itasca desires to honor the valor, service, and dedication of its own law enforcement officers; and

WHEREAS, it is known that every two days in America, a law enforcement officer will be killed in the line of duty somewhere in the United States, and 136 officers will be seriously assaulted in the performance of their duties.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby proclaim the week of May 9-15, 2021 as Police Week in Itasca County and calls upon Itasca County citizens, as well as our patriotic, civic, and educational organizations, to honor, commemorate, and show appreciation for our law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated services to their communities, and in so doing, have establishing for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners does hereby proclaim May 15, 2021 as Peace Officers' Memorial Day in Itasca County and calls upon Itasca County citizens to observe this day in honor of those law enforcement officers who, through their courageous deeds, made the ultimate sacrifice and service to their community or have become disabled in the performance of duty, and to recognize and pay respect to the survivors of our fallen heroes.

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

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 11th day of May A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of May A.D. 2021.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 11, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1565

DEPARTMENT: Health & Human Services

PRESENTER: Kelly Chandler

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID report 5-11-2021

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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