ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 1, 2022 | 2:30 PM | Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.11 (Joint Resolution of Annexation) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 11, 2022 County Board Special Session and the Tuesday, January 25, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2022, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

2. Approve the Airport Rescue Grant Agreement for airport operations and maintenance at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

3. Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State in the amount of $30,189.36.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

4. Approve a change in allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based positions in the Public Health division of Health and Human Services.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

5. Approve and accept the 2022 Housing Support Agreements.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

6. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide construction administration and inspection services for the CSAH 3 Road Rehabilitation and 7th Avenue Roundabout and authorize the County Engineer to execute the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

7. Approve the execution of a Highway Easement Agreement for CSAH 7 across property held by RGGS LAND & MINERALS LTD., L.P. in order to facilitate SAP 031-607-031.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

8. Adopt the Resolution Re: Bridge Bonding (Revised 1/20/2022).

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

9. Approve amendment Number 1 to the TH 2 Detour Agreement and authorize the necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

10. Approve final payment for the City of Bigfork - Ash Street/Rajala Mill Rd., a road reconstruction project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

11. Award Contract 66010 for CSAH 60 - Grading, Aggregate Base & Bituminous Surfacing, CSAH 60 - Bituminous Paving & Aggregate Shouldering, CSAH 7 - Grading, Aggregate Base & Bituminous Surfacing, and City of Taconite - Shamrock Drive - Street Improvements to William J. Schwartz and Sons, Inc. in the amount of $4,140,647.19 and authorize the required signatures on the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

12. Authorize the Itasca County Board Chair Terry Snyder and Itasca County Administrator Brett Skyles to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2022 & FY2023.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

13. Authorize Board Chair Terry Snyder and Administrator Brett Skyles to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

9. Wabana Township Zoning Ordinance

   Motion To: Adopt the Resolution Re: Itasca County Review of Wabana Township Shoreland Management Ordinance, which accepts the Wabana Township Zoning Ordinance using the evaluative criteria found in MR 6120.3900 Subp. 4a.

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

2. Highway 169 Cross Range Expressway

   Shane Zahrt and Erik Simonson, Flaherty & Hood representatives, provided information regarding the request to accept the proposal from Flaherty & Hood regarding consultation and legislative services to promote the Highway 169 Cross Range Expressway.

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 02/08/2022 2:30 PM**

3. 2022-2024 AFSCME Local 1452 Labor Contract & Letter of Agreement

   Motion To: Approve and authorize necessary signatures for the 2022-2024 AFSCME Local 1452 Labor Contract and Letter of Agreement, representing the Road & Bridge employees.

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

4. Catastrophic Sick Leave Policy.

   Human Resources Director Lynn Hart and County Administrator Brett Skyles provided information regarding a Catastrophic Sick Leave Policy.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. 2022 Redistricting. Update

   Elections/Licensing Specialist Carolyn Randall and Chief Deputy Auditor/Treasurer Deb Davis provided an update regarding 2022 Redistricting.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Mississippi Headwaters Board Update

   Tim Terrill, Mississippi Headwaters Board (MHB) Executive Director, provided a Mississippi Headwaters Board update, including information regarding the history of the Board.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Project Labor Agreement for CSAH 3

   County Engineer Karin Grandia provided information regarding the request to authorize the County Transportation Department to not require a Project Labor Agreement (PLA) on CSAH 3 Bituminous Rehabilitation and ADA Improvement Project.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

8. Sale of Tax-Forfeited Land to the City of Calumet

Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of $250.00 plus all associated costs.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

10. 5 Year Plan for Highway Improvement Projects Presentation

County Engineer Karin Grandia and Assistant County Engineer Ryan Sutherland presented the draft 5 Year Plan for Highway Construction. The draft plan is available on the Transportation Department's portion of the County website (https://www.co.itasca.mn.us/DocumentCenter/View/6682/2022-5-YEAR-PLAN-DRAFT) for public review and comment until February 28, 2022.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. Joint Resolution of Annexation

Motion To: Adopt the Resolution of the City of Cohasset and Itasca County, Minnesota for the designation of certain land and immediate annexation of the designated area.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Itasca County Township Association (ICTA), Grand Village, Kootasca Community Action (KCA), and Highway 169 Completion Coalition meetings.

Commissioner Tinquist reported on his attendance of the recent Blackduck Joint Powers Board meeting.

Commissioner Trunt reported on his attendance of recent Highway 169 Completion Coalition, Arrowhead Regional Development Commission (ARDC), Risk Management Commission, and Grand Village meetings, as well as a Fairground/Campground meeting.

Commissioner Snyder reported on his attendance of recent Grand Village and Intergovernmental Affairs meetings, as well as Highway 38 Bigfork Design and Bigfork Community Project meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Snyder adjourned the meeting at 4:19 PM.

ATTEST

Terry Snyder
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 1, 2022

RESOLUTION 2022-10

RE: ITASCA COUNTY REVIEW OF WABANA TOWNSHIP SHORELAND MANAGEMENT ORDINANCE

WHEREAS, Itasca County, (herein referred to as the "County") received a draft Wabana Township (herein referred to as the "Town") Shoreland Management Ordinance on December 14, 2021 for review (the original draft ordinance has changed based on preliminary comments from County staff and the Minnesota Department of Natural Resources. The Ordinance was submitted to Attorney Jason Hill on Thursday, January 13, 2022 for additional clarification and comment and received back on January 27, 2022); and

WHEREAS, Minnesota townships may adopt shoreland management official controls so long as they are not inconsistent with or less restrictive than the official controls adopted by the County in which the Town is located using the criteria in Minnesota Rules, Part 6120.3900, Subp. 4a.; and

WHEREAS, In accordance to Minnesota Rules, Part 6120.3900, Subp. 4a(B), the Town "must demonstrate to the county board that their proposed ordinance and administration is at least as restrictive as the county's prior to final adoption by the township;" and

WHEREAS, County staff, in consultation with the Minnesota Department of Natural Resources, Town, and Attorney Jason Hill, have reviewed the townships submissions using the following evaluative criteria found in Minnesota Rules, Part 6120.3900 Subp. 4a:

a. The township ordinance contains the full range of shoreland management provisions contained in the county shoreland controls
b. The township ordinance provisions contain standards at least as restrictive as those in the county controls
c. Township controls do not allow land uses in areas that are not allowed under the county controls
d. The township's proposed administration and enforcement is at least as effective as county implementation
e. Property owners will not be required to obtain similar permits or approvals under both the county and township ordinance.

WHEREAS, County staff finds that the evaluation criteria of Minnesota Rules, Part 6120.3900 Subp. 4a are at least as restrictive and effective as the official controls of the County.

THEREFORE, BE IT RESOLVED, the County finds that the Town has adequately demonstrated that their proposed ordinance and administration will be at least as restrictive and effective as Itasca County's shoreland ordinance and endorses its conditional approval.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 1st day of February A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 1st day of February A.D. 2022.

Administrator

February 1, 2022

Chair:

PULL: None

ADDITIONS:
1. Item #6.11 – Joint Resolution of Annexation

CHANGES: None

INFORMATIONAL:
1. Item #6.9 – Additional Information

Amanda

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, January 11, 2022 | 9:00 AM | Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Trunt called the meeting to order at 9:00 AM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	9:00 AM
Terry Snyder	District #2	Absent	
Leo Trunt	District #3	Present	9:00 AM
Burl Ives	District #4	Present	9:00 AM
Ben DeNucci	District #5	Present	9:00 AM

Motion To: Add Item #2.6 (Lost Revenue) to the agenda.

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

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Fund Update

Accounting Manager Gail Guck provided information regarding the American Rescue Plan (ARP), which will deliver $8,765,973 in Coronavirus State and Local Fiscal Recovery Funds to Itasca County for use in response to the COVID-19 emergency through 2024. The Board has already approved the use of $4,289,058.90.

Motion To: Approve the request from the Warba-Feeley-Sago Fire Department for the amended amount of $44,981.

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

Motion To: Approve the request from the Balsam Township Volunteer Fire Department for the amended amounts of $24,950 (Gear Replacement) and $1,637 (Truck Fill Modification).

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

2. goMARTI.com: Minnesota's Autonomous Rural Transit Initiative

   Tammy Meehan Russell and Myrna Peterson provided information regarding the request for $300,000 in American Rescue Plan (ARP) funds to help support the shuttle operations of the Minnesota Autonomous Rural Transit Initiative (goMARTI).

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. American Rescue Plan (ARP) Funding Requests

   Commissioners discussed external requests for use of ARP funds. It was the consensus of the County Board to remove the following requests: Laganki Farm, North Central Minnesota Farm & Antique Association, Grand Rapids Civil Air Patrol, Community Projects, Deer River Community Center, Launch MN, Thrive Up North, Mobile Command Center, Increased EM Trainings, Immunization Freezer, and New/Replacement Signs; amend the following requests: Message Boards from $20,000 to $5,000, Power DMS Software from $215,362.83 to $21,532.83, and merge Commercial Building Roof Replacement and Commercial Building Door Repairs/Replacements with an amount of $10,000.

   Motion To: Approve the use of $40,000 in ARP Funds from the Lost Revenue designation for the Court Process Review.

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

4. ARP Request Form Status

   It was the consensus of the County Board to direct staff to remove the ARP Request Form from the County website.

5. Schedule Special Session

   It was the consensus of the County Board to schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, February 22, 2022 beginning at 12 noon in the Boardroom of the Itasca County Courthouse.

6. Lost Revenue

   County Administrator Brett Skyles provided information regarding the option to designate Lost Revenue.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

III. ADJOURN

Vice-Chair Trunt adjourned the meeting at 1:30 PM.

ATTEST

Terry Snyder Chair of the County Board	Brett Skyles Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, January 25, 2022 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.14 (Wabana Township Zoning Ordinance) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 18, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Change the ARDC appointment from Terry Snyder to Leo Trunt for the term expiring December 31, 2024.
2. Approve a new tobacco license for Edwards Oil Inc, dba Lucky Seven General Stores located at 1515 NW 4th Street, Grand Rapids MN 55744.

3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Lisa Riggs APRN CNP LLC DBA Aquarius Health, behavioral health provider.
4. Approve the Highway Easement Agreement for CSAH 7 Right of Way across WISCONSIN CENTRAL LTD. Railroad Right of Way to facilitate SAP 031-607-031 and authorize its execution.
5. Approve Road easement exchange between Tax-Forfeited Trust and private land owned by Erik and Amanda Nelson in Sections 8, 9 and 10, Twp 62, R22W under the terms set forth in the attached easements and authorize signature of the County Auditor.
6. Adopt the Resolution Re: Sale of Tax-forfeited Land to Balsam Township for a Public Purpose, which approves sale of the North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of $16,200.00 plus all associated costs.
7. Approve purchase agreement for acquisition of approximately 9.88 acres of land located in Balsam Township legally described as the South 330 feet of the Southeast Quarter of the Southeast Quarter (SE SE), Section Twenty-six (26), Township Fifty-eight (58), Range Twenty-four (24), at a cost of $16,200.00 to be paid out of Land Replacement Trust Fund and authorize necessary signatures.
8. Approve a donation request by Robert G. Troumbly Enterprises, LLC for the donation of Outlot A, Highway 63 Commercial Park to the County of Itasca for public use, and authorize County Board Chair and staff to sign the attached Donation Agreement and necessary closing documents.
9. Approve modification to the 2018 Snowmobile Trail Challenge Cost Share Agreement 18-CS-11090300-022 between Itasca County and the U.S. Forest Service and authorize necessary signatures.
10. Adopt the Resolution Re: Final Sponsorship of the Grant-in-Aid (GIA) Herb Brandstrom ATV/OHM Trail and authorize necessary signatures for the County-Club Agreement.
11. Approve signatures necessary to execute Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Drug Task Force.

VI. REGULAR AGENDA

1. Citizen Input

   Don Kuusinen provided citizen input urging Itasca County to pass a resolution similar to one passed by St. Louis County regarding Chronic Wasting Disease.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. Recognition of County Employees

   The following employee was recognized:

   Farewell to Perry Leone whose last day as a District Forester, Land Department will be January 28, 2022 after 39+ years of service.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of January 28, 2022, in the amount of $1,777,537.90.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2022, in the amount of $821,616.81.

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

5. Itasca County Fair Board Presentation

Brian Carlson, Itasca County Fair Board representative, presented the fair quilt for hanging in the Itasca County Courthouse and presented the Fair Person of the Year award to Commissioner Leo Trunt.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Request for Abatement of Property Taxes

County Administrator Brett Skyles provided information regarding the request to approve the Penalty, Cost and Interest Abatement request from Bob Herdman (Eagle Properties) in the amount of $9,637.86 for parcel numbers: 88-007-1100, 1101, 1200, 1300, 1400; 88-007- 2100, 2200, 2400; 88-445-1500, 1600 including the requestor's desire to withdraw said request.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Local 1626 MOU – Records Deputies

Motion To: Approve and authorize necessary signatures for the Local 1626 MOU regarding Records Deputy Pay & Probation Period.

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

8. 2022-2024 ICHHSSA Labor Contract

Motion To: Approve and authorize necessary signatures for the 2022-2024 ICHHSSA Labor Contract which represents the Health & Human Services Supervisors.

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

9. Frontline Workers Appreciation Week

Motion To: Proclaim the week of January 24-31, 2022 as Frontline Workers Appreciation Week in Itasca County and authorize the County Board Chair to sign said proclamation.

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

10. COVID-19 Update

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. County Based Purchasing (IMCare) RFP Update

Motion To: Adopt the Resolution Re: Retaining Lockridge Grindal Nauen PLLP for Legal Services Relating to Department of Human Services Requests for Proposal for Certain State Public Health Care Programs.

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

12. USFS 3153, Eagle Nest Road, Project Agreement

Motion To: Approve the Forest Service Road Project Agreement 22-RO-11090300-004 between Itasca County and the Chippewa National Forest Service and authorized the County Engineer to sign the agreement.

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

13. 2022 Board Objectives and Priorities

Chair Snyder provided information to the County Board regarding 2022 Objectives and Priorities.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMISSIONER COMMENTS

Commissioner DeNucci provided comments in support of a County response to Chronic Wasting Disease, as well as support for the Frontline Workers Proclamation.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:33 PM.

ATTEST

Terry Snyder
Chair of the County Board

Brett Skyles
Clerk of the County Board

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2163

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

AGENDA ITEM:
Bowstring Airport Hangar Lease - Leon Bachman (Schule)

BOARD ACTION REQUESTED:
Approve the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2022, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Bowstring Airport Hangar Lease 2022 - Bachman

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

(Third term of lease for 01/01/2022 – 12/31/2024)

LEASE

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the Itasca County Board of Commissioners, a governmental subdivision of Itasca County, Minnesota, and BOWSTRING AIRPORT COMMISSIONERS, hereinafter known as Lessor, and Leon Bachman of 1111 4th Ave NE, Independence, IA, 50644, hereinafter known as Lessee:

WITNESSETH:

That the Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, hereby lease unto said Lessee the following described premises, to-wit:

see attached plat

To have and to hold the same for a period of three years from January 1, 2019, upon the following terms, conditions, covenants and agreements, to-wit:

The Lessee shall pay for said Lease in advance each year the annual rental of $230.40 ($.10 per sq ft - 2304 sq ft) for the year, payable to the Bowstring Airport Commission, Box 4, Bowstring, MN 56631.

Provided, however, that this agreement is entered into upon the following terms and conditions, all of which the parties hereto covenant to keep and perform:

1. Lessor hereby grants and gives to the Lessee, at the Lessee's option, the privilege of eight (8) successive renewals of the Lease, each renewal to be for the period of three years, respectively, and to be subject to all the terms and conditions of the Lease. Lessor considers the rental of 10 cents ($.10) per square foot as a minimal or nominal rental, and it may become expedient, advisable and necessary to increase said rental during any removal of the Lease. It is agreed that said rental may be increased, provided that such increase rental shall not exceed the rental paid for square foot by any other similar Lessee at Bowstring Airport.

   If the Lessee desires to renew this Lease upon the premises herein described, Lessee shall notify the Lessor in writing by registered mail to the Bowstring Airport Commission of their intent to request the renewal of said Lease upon the premises described at least thirty (30) days prior to the expiration of the then current Lease.

2. The said Lessee shall have the right to use said property for the following uses and for no other, to-wit:

   To erect and maintain a hangar for private aircraft. Not with standing any conditions herein contained, Lessee is given the exclusive use and control of only such premises as are occupied by hangar space and for which rental is paid.

3. It is further agreed that the hangar described herein and any other structure shall not be erected upon said property herein leased until the plans and specifications thereon have been approved by the Lessor, and that all buildings and structures placed thereon shall

be kept in neat and orderly condition and shall be painted or repainted at such time or times and of such color or colors as may be directed by the Lessor herein, State Department of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over said airport. No additions, modifications or alterations shall be made to any building or structure which are initially approved unless Lessee shall submit new or additional plans and specifications and Lessor approves the same. After the plans and specifications (original or modified) have been approved by Lessor, Lessee shall apply to the County of Itasca building official for a building permit. All buildings and structures must comply with the building code in force and effect in the County of Itasca.

This lease is contingent upon the approval of the State Department of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over said airport.

4. No signs or advertising matter of any kind shall be painted, posted or displayed upon any such buildings, or structures, or upon said premises or elsewhere on said Bowstring Airport without the written consent of the Lessor.

5. No excavation shall be made upon said premises and no fences or sidewalks shall be constructed thereon without the written consent of the Lessor.

6. No buildings or structures placed upon said premises by said Lessee shall become a part of the realty, except as hereinafter provided.

7. Explosives, gasoline, oil and other highly inflammable material of all kinds kept on said premises shall be kept in such manner as the Lessor shall from time to time determine.

8. The Lessee hereby agrees to indemnify and hold harmless said Lessor and leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on said Bowstring Airport by the Lessee; and the Lessee further agrees to indemnify and hold harmless the said Lessor from all liability or claim of liability, and to pay any judgment rendered against said Lessor and to reimburse the Lessor for any expense incurred it by reason of any action or suit at law or inequity brought against it, in which it is made a party, by reason of the erection of any such buildings or structure of by reason of the occupancy or use by the tenant of the premises herein granted or in any way relating to or connected with the use of the premises of the Lessor. For the purpose of this paragraph, the term 'expense' shall be construed to include all costs incurred by the Lessor in the defense or settlement of said action or suit including attorneys' fees, filing fees, salaries and expenses of any officials or employees of said Lessor while engaged in the defense or settlement of said action suit.

9. The Lessee agrees to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the terms of this agreement upon or against any improvements or equipment on said leased premises, or on account of transaction of

business thereon by the Lessee. If the Lessee shall fail or neglect to pay any of said taxes, assessments, license fees, or other charges when the same become due, the Lessor herein may pay the same together with any cost or penalty which may have accrued thereon, and collect the entire amount due to the Lessor upon demand therefore, and in default thereof, the Lessor shall have a first lien on said building, for the amount due and payable.

10. In the event that Bowstring Airport is closed, the Lessor shall give the Lessee written notification, by certified mail, notice of the closure at least twelve months prior to date of the closure.

11. The Lessee shall, upon the termination of this Lease, restore said leased premises in the same or as good condition as they were in when they were entered by the Lessee, and upon the Lessee's failure to do so within ninety (90) days after the termination of this Lease, said premises may be so restored by the Lessor and the expense thereon shall be promptly paid by the Lessee.

12. If, upon the termination of said Lease, the Lessee shall have paid all taxes, assessments and rent by it payable, and shall not be in any default of the terms and conditions of this Lease on its part to be kept and performed, it shall have the privilege, within ninety (90) days from the date of termination of the Lease, of removing from said premises all buildings or property thereon belonging to the Lessee and shall within said period restore said premises to as good condition as the same was in when they were entered upon by the Lessee, and if such buildings or property are not so removed, the tenant hereby conveys the same absolutely to the Lessor, and the title thereto upon the expiration of said period shall vest in the Lessor without further act or conveyance.

13. Said Lessee further covenants and agrees that they shall carry, at their own expense and obligations, public liability insurance on the premises herein before described for the benefit of the general public for liability by reason of the use and occupancy of the premises herein leased and shall furnish evidence of such insurance to the Bowstring Airport Commission. The minimum amounts of public liability insurance carried by Lessee shall be in compliance with Minnesota Statutes 466.04 as amended.

14. If demanded by the Lessor during any time before construction or during construction of any building or structure of any kind upon said leased premises, or remodeling or alteration thereof, said Lessee shall furnish the Lessor a good and sufficient bond against liens to be approved by Lessor.

15. The Lessee agrees that, except in the case of students, only duly licensed pilots will operate any and all airplanes kept on the premises herein leased, and that it will at all times be subject to all laws of the United States, State of Minnesota, and, by any and all of the legislative bodies of said United States, State of Minnesota and Itasca County.

16. The Lessee hereby releases the Lessor from all liability for damage by reason of failure or want of title to the premises or any part thereof. It is understood by the parties that certain costs of construction, reconstruction, maintenance and future costs of

improvements to the airport are paid and will be paid in part by State of Minnesota funds and United States Government funds, and that as a result, all leases of airport facilities must comply with certain State of Minnesota and United States Government requirements. It is therefore agreed that if this Lease should fail to comply in any respect with any of such State of Minnesota and United States Government requirements as to interfere with the continued share of costs by said units of government, then this Lease shall thereupon be amended in such fashion so as to cause it to comply with the requirements and regulations of said units of government, provided that such amendments shall alter the context of this Lease as little as possible and still cause it to comply with such State and Federal regulations and requirements. If alterations would result in a material deviation from the general terms and conditions of this Lease then Lessor has the right to terminate this Lease.

17. That the Lessee for himself, his personal representatives and assigns, does hereby covenant and agree, and such covenant is a covenant running with the land, that in construction of any improvements on, over or under said lands, and no persons on the grounds of race, color or natural origin shall be excluded from participation and denied the benefits or otherwise be subjected to discrimination; and the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title 6 of Civil Rights Act of 1964 and as said regulations may be amended and 31 C.F.R. part 51.

18. This contract is entered into with the distinct understanding that both parties hereto are subject to all the requirements of Chapter 303, Laws of Minnesota for 1945 (M.S.A. 360 and subsequent), all amendments thereto, and that all provisions hereof inconsistent with the provisions of said law shall be revised in accordance with he demands of proper authorities when such demands are made.

19. Said Lessee agrees to pay for all utilities, water, lights, etc., or any other service used on said premises during the term of this Lease or any renewal thereof.

20. Said Lessee also agrees, at Lessee's own cost and expense during the term of this Lease, or any renewal thereof, to put and keep said premises in good and substantial repair and keep said premises in a neat, clean and respectable condition and to put and keep such premises in condition that they will comply with all State Federal and Municipal laws, charters, ordinances and regulations, at said Lessee's own risk, cost and expense. To provide at Lessee's sole expense any apron, taxiway, installation of utilities and other services necessary in order to comply with the terms of this Lease.

21. Said lessee will quit and deliver said premises to the said Lessor peaceably and quietly at the end of the aforesaid term or end of any renewal thereof or at any previous termination; and if the said annual payments or any of them, whether the same be demanded or not, are not paid when they become due; or if any part of said premises or this Lease be assigned without the consent of the Lessor; or if any term, condition or covenant of this Lease on the part of said Lessee to be by said Lessee kept or

performed, shall be violated or neglected, then and in either of said cases, the said Lessee does hereby authorize and fully empower the said Lessor, or its agent, to cancel and annul this Lease at once, and to re-enter and take possession of said premises.

It is mutually agreed that all of the covenants, terms and conditions of the Lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound.

IN TESTIMONY WHEREOF, the said Lessor has caused this Lease to be executed by its chairman and attested by its secretary; and said Lessee has caused this Lease to be executed the day and year first above written.

THIS LEASE SUPERCEDES ANY LEASE BETWEEN THE TWO PARTIES.

ITASCA COUNTY BOARD OF COMMISSIONERS

by _____
Chair

by _____
Clerk to the County Board

BOWSTRING AIRPORT COMMISSION

by _____
Chairman

by _____
Secretary

LESSEE

_____
Leon Bachman

cc: Itasca County Auditor/Treasurer
Itasca County Assessor

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2181

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Matt Wegwerth

AGENDA ITEM:
FAA Grant Agreement

BOARD ACTION REQUESTED:
Approve the Airport Rescue Grant Agreement for airport operations and maintenance at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

BACKGROUND:
The total of the grant is $59,000 and funds are available for four years. Dollars are available on a reimbursement basis provided the expenses meet certain criteria.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. GPZ-GLG-3-27-0037-027-2022 Grant Agreement - unsigned

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

FAA DMA ADO
6020 28th Ave S, Ste 102
Minneapolis, MN 55450-2700

Airport Rescue Grant Transmittal Letter

January 24, 2022

Mr. Matt Wegwerth
420 N Pokegama Avenue
Grand Rapids, MN 55744

Dear Mr. Wegwerth:

Please find the following electronic Airport Rescue Grant Offer, Grant No. **3-27-0037-027-2022** for **Grand Rapids/Itasca County-Gordon Newstrom Field Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 14, 2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,



E. Lindsay Butler
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date January 24, 2022

Airport/Planning Area Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Airport Rescue Grant No. 3-27-0037-027-2022

Unique Entity Identifier 080240526

TO: County of Itasca and City of Grand Rapids
(herein called the "Sponsor")

Channeled through the State of Minnesota

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated August 12, 2021, for a grant of Federal funds at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's

operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Grand Rapids/Itasca County-Gordon Newstrom Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$59,000**, allocated as follows:

   $59,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before February 14, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 24, 2022

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Butler

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

City of Grand Rapids

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

County of Itasca

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: **{{N_es_:signer4: fullname}}**

(Type Name of Sponsor's Designative Official/Representative)

Title: **{{*Ttl_es_:signer4: title}}**

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **County of Itasca and City of Grand Rapids**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of August 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2211

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Carolyn Randall

AGENDA ITEM:
Help America Vote Act (HAVA) Grant Application

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State in the amount of $30,189.36.

BACKGROUND:
The Office of the Minnesota Secretary of State (OSS) is currently soliciting applications from counties for grants under the 2022 Help America Vote Act (HAVA) Grants Program. During its 2021 1st Special Session, the Minnesota Legislature, via Chapter 12, Article 1, Sec. 41, directed the distribution of $3 million from federal Help America Vote Act (HAVA) appropriations as grants to political subdivisions. Per statute, these funds must be used to improve accessibility to implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections. Regularly scheduled state elections in Minnesota are also federal elections. HAVA Grants Program funds may be used by counties for any improvements or enhancements to accessibility or security of elections. OSS interprets the statutory language to extend to wider IT / network / and physical security and accessibility improvements and enhancements to county environments (virtual and physical), so long as elections functions are covered within. While OSS may be consulted on potential uses under consideration, counties are expected and encouraged to make autonomous decisions on applicability based on statutory language and be prepared to defend and justify those decisions if audited. There is no matching requirement from the county.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 HAVA Grant Application

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 1, 2022

RESOLUTION

RE: AUTHORIZATION FOR GRANT APPLICATION

BE IT RESOLVED that the Itasca County Board of Commissioners hereby authorize the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State to be used to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections.

BE IT FURTHER RESOLVED that the Election/License Specialist is hereby authorized to execute such applications and amendments as are necessary to submit the grant application on behalf of the Elections Division of the Auditor/Treasurer's office.

2022 Application for
Help America Vote Act (HAVA) Grants Program to Minnesota Counties

In accordance with the requirements of
Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 41

Minnesota Secretary of State Steve Simon

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A. Overview / General Information
B. Contact Information
C. Prerequisites Descriptions and Completion Details
D. OSS Election Security / Network Defense Capabilities Questionnaire
E. Funding Information
F. Certification

Section A. Overview - General Information

The Office of the Minnesota Secretary of State (OSS) is currently soliciting applications from counties for grants under the 2022 Help America Vote Act (HAVA) Grants Program.

During its 2021 1st Special Session, the Minnesota Legislature, via Chapter 12, Article 1, Sec. 41, directed the distribution of $3 million from federal Help America Vote Act (HAVA) appropriations as grants to political subdivisions. Per statute, these funds must be used to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections. Regularly scheduled state elections in Minnesota are also federal elections.

Upon completion of the prerequisites as described in "Tab C.", each county shall initially be eligible for the following maximum HAVA grant distribution amount:

$20,000 flat-rate per county + $.287 per Voting Age Population as captured by the 2020 U.S. Census

Undistributed funds (funds not requested by counties, or funds allocated to counties for which prerequisites are not completed), as well as unspent and returned funds from counties will be subject to follow-on redistribution per a to-be-determined "2nd round" formula.

To assist in identifying potential security gaps against which these and potential future funds could be applied, and to ensure counties are aware and taking advantage of free services and support available from state, federal, and other partners, counties must complete, and certify to the completion of, the program prerequisites described herein in "Tab C." to be eligible to receive these HAVA grant funds. Counties may request, via thorough written justification, excusal from any of the "Tab C" prerequisites based on lack of technical applicability, or county already employing/recently completed the same or similar capability. Excusal will not be considered for reasons related to insufficient staff time or expertise to complete prerequisites, or for similar reasons.

The HAVA Grants Program **does not require** counties to match any amount of funding to be eligible to receive a grant award amount.

HAVA Grants Program funds may be used by counties for any improvements or enhancements to accessibility or security of elections. OSS interprets the statutory language to extend to wider IT / network / and physical security and accessibility improvements and enhancements to county environments (virtual and physical), so long as elections functions are covered within. While OSS may be consulted on potential uses under consideration, counties are expected and encouraged to make autonomous decisions on applicability based on statutory language, and be prepared to defend and justify those decisions if audited. Of note, HAVA Grants Program funding may be applied to meet county matching requirements under the Voting Equipment Grants Authorization (VEGA) Program.

OSS has determined that expenses related to ePollbooks do not constitute improvements to security or accessibility, and are not an appropriate use of HAVA Grants Program funding. Similarly, improvements merely for convenience (i.e. upgrade of central count capability, updated Election Management System with same underlying operating system, etc.) also do not constitute improvements to security or accessibility, and are also not appropriate uses of this funding. This list of limitations should not be considered exhaustive.

Completed HAVA Grants Program applications must be received by the Office of the Minnesota Secretary of State by 4:00 p.m. on Monday, 31 January, 2022. Anticipated award date for funds is Friday, 18 March, 2022. Funds are expected to be used for the purposes described above in advance of, and in preparation for the 08 November, 2022 Minnesota Statewide General Election. Specific details on final end-date for expenditure of funds, follow-on reporting related to all expended funds, and process and dates for returning awarded, but unused funds to the Office of the Minnesota Secretary of State will be provided in separate, forthcoming guidance.

In order to apply for these funds, counties must answer all questions fully and completely on this application. Click on the applicable tabs below to to provide the required information to complete this application. All county applications must include a resolution from the county board of commissioners approving the application for these funds.

Section B. Contact Information	
County	Itasca County
Name of county Election Leader Submitting Application:	Carolyn Randall
Full title of county Election Leader Submitting Application:	Election/License Specialist
Name / full title of county IT Leader that has assisted in preparation of this application, and with completion of all required prerequisites:	Christopher Gunderson - MIS Department Head
Mailing Address of Election Leader Submitting Application: (Street/P.O. Box)	123 NE 4th St
City	Grand Rapids
State	MN
Zip Code	55744
E-Mail Address of Election Leader Submitting Application:	carolyn.randall@co.itasca.mn.us
Phone:	218-327-2849
FAX:	218-327-7426
Federal Tax ID # of Jurisdiction:	

Section C. Prerequisites

Mandatory:		
1. Complete the Nationwide Cyber Security Review (NCSR) (found here)		
	Typed name and title of county IT Leader completing NCSR:	Christopher Gunderson - MIS Department Head
	Date NCSR Completed:	
	Date NCSR system-generated completion certificate forwarded to bill.ekblad@state.mn.us:	
2. Schedule* a Virtual Service Review (VSR) with Elections Infrastructure - Info Sharing and Analysis Center (EI-ISAC) Minnesota Account Manager, Paul Jones (paul.jones@cisecurity.org)		
	Scheduled date of VSR:	
	Typed name and title of county Elections Leader that will attend VSR:	Carolyn Randall - Elections/License Specialist
	Typed name and title of county IT Leader that will attend VSR:	Christopher Gunderson - MIS Department Head
3. Schedule* a virtual discussion with MN.IT SOC Cyber Navigator (Pete Alsis, peter.alsis@state.mn.us) to discuss the Statewide Security Monitoring Initiative (SSMI) and other MN.IT security support available to Minnesota counties.		
	Scheduled date of MN.IT SOC Cyber Navigator virtual discussion:	

	Typed name and title of county IT Leader that will attend MN.IT SOC Cyber Navigator virtual discussion:	Christopher Gunderson - MIS Department Head
* Required engagements with EI-ISAC and MN.IT must be scheduled prior to formal application for HAVA grant funds, and completed prior to expected award date of funds, (i.e. no later than 15 March, 2022)		
4. Complete OSS Election Security / Network Defense Capabilities Questionnaire (Tab D.)		
	Typed name and title of county IT Leader that has completed Tab D:	Christopher Gunderson - MIS Department Head
"Menu" Options:		
Complete one of "A" or "B" below:		
A. EI-ISAC's "Election Infrastructure Assessment Tool" (EIAT - found here)		
	If this option selected, Typed name and title of county Elections Leader that completed EIAT:	
	Typed name and title of county IT Leader that assisted with completion of EIAT:	
	Date EIAT Completed:	
	Date EIAT system-generated completion certificate (or similar) forwarded to bill.ekblad@state.mn.us:	
B. CISA's "Election Risk Profile Tool" (ERPT - found here)		
	If this option selected, typed name and title of county Elections Leader that completed ERPT:	

	Typed name and title of county IT Leader that assisted with completion of ERPT:	
	Date ERPT Completed:	
	Date ERPT system-generated completion certificate (or similar) forwarded to bill.ekblad@state.mn.us:	
Request / schedule* any two of A through D CISA Cyber Hygiene Services listed below (details for all found here):		
A. Vulnerability Scanning (highly recommended as most valuable, and readily available service)		
	If this option selected, typed name and title of county IT Leader that requested CISA Vulnerability Scanning services:	
	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us) requesting CISA Vulnerability Scanning services:	
	Expected begin date for CISA Vulnerability Scanning services (if known, from CISA):	
B. Web Application Scanning (also readily available)		
	If this option selected, typed name and title of county IT Leader that requested CISA Web Application Scanning services:	

	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us)requesting CISA Web Application Scanning services:	
	Expected begin date for CISA Web Application Scanning services (if known, from CISA):	
C. Phishing Campaign Assessment (long lead-time to completion)		
	If this option selected, typed name and title of county IT Leader that requested CISA Phishing Campaign Assessment services:	
	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us) requesting CISA Phishing Campaign Assessment services:	
	Expected begin date for CISA Phishing Campaign Assessment services (if known, from CISA):	
D. Remote Penetration Test (long lead-time to completion)		
	If this option selected, typed name and title of county IT Leader that requested CISA Remote Penetration Test services:	
	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us) requesting CISA Remote Penetration Test services:	

	Expected begin date for CISA Remote Penetration Test services (if known, from CISA):	

*CISA services must be requested prior to application for HAVA grant funds, and scheduled for completion as soon as possible thereafter, based on availability of CISA support. Awarding of HAVA grant funds is not necessarily contingent upon completion, so long as support is formally scheduled. Counties are expected to ensure all requested services are completed as expeditiously as possible.

Section D. OSS Election Security / Network Defense Capabilities Questionnaire

Instructions: In a paragraph or less (per topic below), a county IT Leader with in-depth knowledge of the county's overall network security environment should address each topic. Responses should be from the overall county network perspective, not just as may relate to elections-related systems. Additionally, responses should address all elements posed within the questions, but may expand beyond, as required to convey all required context. Responses may be entered directly into corresponding cells of this grant application spreadsheet (preferred), or attached as a separate MS Word document to the final grant application e-mail, alongside this spreadsheet. All responses will be treated by OSS as "Security Data" and protected from public data requests in accordance with M.S. 13.37.

1. Web Application Firewall: Does your county currently employ this capability? If so, does it protect election-related sites, systems or capabilities? If not, are you familiar with the technology? Are you aware of potential instances within your network environment that could benefit from employment of this technology?
Response:

2. IP Reputation Database: Does your county currently employ this capability? If so, briefly describe how you perform this function. If not, are you familiar with the technology?
Response:

3. **Blocking of Bad Traffic and Performing Country Blocks "At the Edge"**: Does your county currently employ this best-practice? If so, briefly describe how you perform this function. If not, are you familiar with the best-practice?
Response:

4. **Use of Protected / Reliable Domain Name System (DNS):** Does your county currently employ this capability? If so, briefly describe how you perform this function. If not, are you familiar with the capability?
Response:

5. Use of HTTPS Encryption: Does your county currently employ this capability? If so, does it protect election-related sites, systems or capabilities? If not, are you familiar with the capability?
Response:

6. Use of Domain Name System Security Extensions (DNSSEC): Does your county currently employ this capability? If so, please describe how you perform this function. If not, are you familiar with the technology?
Response:

7. Use of an Anycast Content Delivery Network: Does your county currently employ this capability? If so, please describe how you perform this function. If not, are you familiar with the technology?
Response:

8. Use of Content Delivery Network Caching: Does your county currently employ this technology? If so, briefly describe how you perform this function. If not, are you familiar with the technology / best-practice?

Response:

Section E. Funding Information

Section E. Funding Information

A. Flat-Rate Grant Amount available per county:	$	20,000.00
B. County Voting Age Population (VAP) from 2020 Census:		35,503
C. Grant Amount available per VAP:		$0.287
D. VAP Grant Amount available to your county ("B" x "C"):	$	10,189.36
E. Total 2022 HAVA Grant Amount available to your county ("A" + "D"):	$	30,189.36
F. Total 2022 HAVA Grant Amount requested (cannot exceed "E"):	$	30,189.36

Section F. Certification

I certify that Help America Vote Act (HAVA) Grant funds will be used only to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections, in accordance with OSS guidance included in Tab A of this application. Additionally, I certify that all prerequisite requirements for this program, as described and defined in Tab C have been completed as required. Finally, I further certify that all information provided in this application is true and accurate.

Name of County:	
Typed Name of Election Leader Submitting the Application:	
Full Title of above Applicant:	
Signature:	
Typed Name of IT Leader that has assisted in preparation of this application, and with completion of all required prerequisites:	
Full Title of IT Leader:	
Date:	

***Application must include county board resolution approving application for these funds-**

Prior to signing, please print this Certification page, then sign, scan, and e-mail it with both the completed Excel version of the application (saved with county name in file name), questionnaire responses (if not within this spreadsheet) and copy of county board resolution approving application for HAVA funds to **bill.ekblad@state.mn.us.** Subsequently, send the original, hard-copy application spreadsheet, questionnaire responses, and county board resolution to: Minnesota Secretary of State, Attention: Bill Ekblad, 180 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd., St. Paul, MN 55155-1299. If you have any questions, please contact Bill Ekblad via e-mail above, or for urgent questions via phone at (443) 995-0537.

Deadline: All HAVA Grant Applications must be received by 4:00 p.m. Monday, 31 January, 2022.

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2178

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Kelly Chandler

AGENDA ITEM:
Change in Allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based

BOARD ACTION REQUESTED:
Approve a change in allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based positions in the Public Health division of Health and Human Services.

BACKGROUND:
Public health has 2 openings in the disability unit due to retirement and resignation. These positions are difficult to retain staff in, particularly nurses. The nature of the work is more fitting for a social worker than a nurse. Public health would like to change the allocation of the nurse position to a social work position with the most recent resignation. There will be no change to grade and no impacts on the budget.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. SocialWorker-HCBS

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

No Screen
Management Right

ITASCA COUNTY
JOB DESCRIPTION

(This job description is not intended to be an all-encompassing list of responsibilities, skills, efforts or working conditions, nor does it limit the assignment of related duties to this classification.)

Job Title: **Social Worker – Home and Community Based Services**

Department: Health and Human Services (Public Health Division)
Classification: Grade 11 (Local 580)
FLSA Status: Non-exempt
Position Description: (PR/PT) Provides professional social work and case management services within Federal, State and locally developed programs and policies to identify persons with a disability or are elderly who are in need of community-based services and coordinates efforts to secure the needed services.

Direct Supervisor: Public Health Supervisor
Indirect Supervisor: Public Health Division Manager, Health and Human Services Director

Total # positions that report directly to this job: 0

Total # positions that report indirectly to this job: 0

Machines or equipment used regularly in this job: Computer, printer, scanner, phone, calculator, fax machine, copy machine, DVD player, durable medical equipment (wheelchair, etc.), vehicle

Job qualifications including education, experience, license, certificates, etc.:
Minimum Qualifications (Pass/Fail):

- Bachelor's Degree in Social Work, Sociology, Psychology, or closely related Human Services field (must attach transcript)
- 1 year of home and community-based work experience
- work experience with Microsoft Office Suite (Word, PowerPoint and Excel)
- valid driver's license and reliable means of transportation
- successful completion of a Child Protection Background Check (and Predatory Offender Registration Check and Sexual Exploitation Background Check, all contingent upon a job offer
- Become a MN CHOICES Certified Assessor within 6 months of hire

Knowledge, Skills & Abilities:
Knowledge of: the principles and techniques of interviewing and recording in social work and the ability to apply them; home and community based services and supports; community resources; social and economic problems; individual and group behavior; physical limitations and mental illness and their impact on personality and behavior; family systems and dynamics; motivating factors of human behavior; federal and state welfare programs and relevant laws; agency policies

Skills: effective written and verbal communication skills; good steward to the taxpayer.

Ability to: effectively apply caseload knowledge and skills; consider clients' problems with empathy and objectivity; exercise good judgment in recommending possible solutions for clients' difficulties and when utilizing conflict management and advocacy skills; work constructively within an agency and in the community in effectively utilizing appropriate resources and services; establish and maintain good working relationships

with clients, co-workers, public officials and citizens of the community; prioritize and organize efficiently; keep records systematically; work independently and to recognize when supervision is needed; manage time productively; work well with others; ability and willingness to follow rules and procedures and follow directives from supervisors; provide quality customer service.

Preferred Qualifications:

- work experience (beyond the minimums) in home and community-based services
- work experience in public/private social work, **case management** for persons with physical deficits, disabilities or mental illness/serious emotional disturbance, family counseling, advocacy
- Master's Degree (or above) in Social Work or closely related field (**must attach transcript**)
- Certified MN Choices Assessor (**must attach the certificate**)
- Work experience providing Rule 185 case management

Duties and Responsibilities

Percentage of Time (100%): Time spent performing the duty and responsibility
Essential Function (E): The basic job duties that an employee must be able to perform, with or without reasonable accommodations. If the position exists to perform that duty, it is an essential function.
Non-essential Function (NE): Marginal duties that have limited or no consequences should the duties not be performed by the particular position.

%	E or NE	Duties and Responsibilities
75%	E	• Provide comprehensive and holistic long-term care and waiver assessment utilizing MN Choices tool • Determine eligibility for programs and services based on the assessment and identification of service needs. • Provide ongoing long-term care coordination of services and supports to keep clients in their home or the community. • Provides case management services for persons with an emotional, physical, or social disability. • Provide Rule 185 case management if assigned . • Interprets social and emotional factors to others involved in treatment of clients. • Interprets programs to clients, refers clients to appropriate community services. • Develop a community support plan that will identify needs and support independence. • Provides preventative case management services. • Prepares and maintains case records which meet Federal, State and local guidelines. • Provide the individual with necessary information about Minnesota Health Care programs and how to apply for these programs. • Make referrals to other professionals within their agency (case managers, for example) and/or other agencies as needed.
10%	E	• Provides counseling to families and individuals. • Interprets policies and regulations to clients.
10%	E	• Enforce laws and regulations that protect health and ensure safety. • Research for new insights and innovative solutions to health problems.
5%	E	• Participates in in-service training and other staff development activities to increase

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

		knowledge of social work processes and skill in application to individual cases.
	E	Regular attendance on the job.
	NE	Perform other duties as delegated.

Annual Budget Data:
Identify the average annual dollar amount this job impacts:

Capital budget:
$ Description:

Operating budget:
$ Description:

Payroll budget:
$ Description:

Other Financial Measures (i.e. transfer payments, collections, reimbursements):
$ Description:

Working Conditions:
Critical Demand: Definitions of the Critical Demand are below.

Frequency Key (Total cumulative amount of time during a day completing the job function. *i.e. bending to open a file drawer can take only seconds of time so the total cumulative during a day may amount to R or possibly O):*

(N) Never	NA
(R) Rarely	1-5% of the day = < ½ hr.
(O) Occasionally	6-33% of the day = ½ hr. to 2 hrs.
(F) Frequently	34-66% of the day = 2–5 hrs.
(C) Continuously	67%+ of the day = > 5 hrs.

Description: List the job function(s) that describes the work being performed in the Critical Demand.
i.e. Lift Low-Level under 10 lbs – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – lifting file folders.
i.e. Lift Mid-Range 25 – 50 lbs – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – box of paper from cart to countertop.

Critical Demand		Frequency	Description
Lift			
Low-level		R	Lift files up from cabinet drawer
Mid-Range		R	Lifting files
Overhead		R	
Positional		F	Lifting files while sitting at desk
Carry		O	Carrying files

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

Critical Demand		Frequency	Description
Push / Pull		R	Push/pull file drawers, pull briefcase/bag
Reach		F	Reach for phone, files, etc. while at desk
Forward Bend Standing		R	Getting files from cabinet
Forward Bend Sitting		O	Getting files
Rotation		O	Turning to converse, retrieve something from desk, etc
Standing		O	May stand when at a client's home or while at desk
Standing Work		R	Copier
Sitting		F	Sitting at desk doing paperwork, data entry, sitting in court and meetings
Squatting		R	
Low Work			
Crouch		R	
Kneel – ½ Kneel		R	
Crawl		N	
Balance		N	
Walking		F	Walking in office, to and from building, etc.
Stair Climb		R	Upstairs meeting room at IRC, stairs in courthouse and some client homes
Ladder Climb		N	
Climb		N	
Use of Hands:			
Grip		F	Pencil/pen use
Pinch		R	
Finger		C	Typing, writing, etc.
Handle		F	Opening doors, cabinets

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

Critical Demand		Frequency	Description
Driving		O	Driving to appointments and meetings, transporting clients
Sensory:			
Vision		C	Visual assessment of environment/clients
Hearing		C	Listening to clients, conducting interview, phone conversations, etc.
Talk/Speak		C	Phone, conversation with clients and colleagues
Taste/Smell		O	Detecting smells in client homes

Physical Environment: Using the Critical Demand definitions, place an "X" if the position has the Physical Environment described. If not, leave blank. List the job function(s) performed in the Physical Environment.

X	Critical Demand	List:
	Exposure to Weather	
	Extreme Heat (not weather related)	
	Extreme Cold (not weather related)	
	Extreme Wet/Humid (not weather related)	
	Extreme Noise	
	Vibration	
	Mechanical Hazards	
	Electrical Hazards	
	Burns	
	Confined Spaces	
	Explosives	
	Radiant Energy	
	Unprotected Heights	
	Atmospheric Conditions	
	Elevated Surfaces	
	Chemicals (Caustic or Toxic	
	Blood-borne Pathogen &/or Biomedical/Microorganisms	
	Slippery Surfaces	
	Moving Objects	
	Traffic	
X	Other	When going into client homes, there is a risk of being exposed to any and all of the above listed issues.

Place an "X" if the position has the working condition described. If not, leave blank.

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

X	Works Alone
X	Customer/Public Contact
X	Clients with Behavioral Challenges
	Shift Work

	Extended Day
X	Indoors
	Outdoors

Mental Demands:

X	Frequent Contact with People
	Irregular Work Schedule
	Supervisory Skills
X	Detailed Work
X	Frequent Interruptions

X	Decision Making Skills
X	Concentration
X	Ability to Work Independently
X	Multiple Concurrent Tasks
X	Frequent Deadlines

Personal Protective Equipment:

	Hearing Protection
	Eye Protection
	Face Shield
	Steel toe shoes/boots
	Slip Resistant Footwear
X	Gloves (heat, cold, sharp)
	Breathing Protection

	Bump Cap/Hard Hat
	Fall Protection
	Protective Overalls
	Company Uniform
X	Street Clothes
	Other
List:	

Supervisor's signature and date:

Signature: _____ Date: _____

CRITICAL DEMANDS:

DEFINITIONS OF PHYSICAL, MOTOR, SENSORY DEMANDS AND ENVIRONMENTAL CONDITIONS:

MATERIAL HANDLING:

LOW LIFT: Manually lift/lower a load between floor and 36" while standing. Item is moved <3ft horizontally.

MID-RANGE LIFT: Manually lift/lower a load with the entire lift between 36" and 55" while standing. Item moved <3ft horizontally.

HIGH LIFT: Manually lift/lower a load beginning 36" or higher and exceeding 55" while standing. Item moved <3ft horizontally.

POSITIONAL LIFT: Lifting performed within the confines of a static position combined and occurring simultaneously (not sequentially) such that the nature of the combination functionally creates stressors that may not be understood if the items are identified separately. (Example: baggage handlers working in a kneeling position.)

CARRY: Transport a load over a distance of 3ft or more via walking and use of the upper extremities (includes lifting/lowering to achieve carry angle and appropriate walk mechanics).

PUSH: After making hand contact with the load, force is generated away from the body upon an object, so that the object generally moves away from the force in either a horizontal or vertical direction.

PULL: After making hand contact with the load, force is generated toward the body upon an object, so that the object generally moves toward the force in either a horizontal or vertical direction, not lifting or removing load from resting surface.

POSITIONAL ACTIVITIES:

REACH: Moving the arm(s) away from the body >15 degrees (related to neutral sitting) with <5# for Forward Reaching. Lateral Reaching involves motions beyond 30 degrees of horizontal abduction. Overhead reaching involves motions above 90 degrees of shoulder flexion.

FORWARD BEND – STANDING: In a standing position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

FORWARD BEND – SITTING: In a sitting position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

ROTATION: In a seated or standing position, rotating the trunk more than 15 degrees with a load of <5#.

STANDING: Maintaining an upright posture while weight bearing on both feet and working with loads <5#.

STANDING WORK: This may include performance of a variety of activities with the primary requirement of standing and/or short distance movement <10ft in the immediate work area.

SITTING: Maintaining a seated position with trunk flexion and rotation less than 15 degrees and loads <5#.

SQUATTING: Bending the hips and knees to lower the body. Load must be <5# and not sustained.

LOW WORK: Working low to the ground in positions such as crouch/kneel/1/2-kneel sitting on heels, where options vary and may change. May be accompanied by forward flexion due to the height of the work. May include forward bending, or be accompanied by reaching and rotating.

CROUCH: Assuming or working in a position low to the ground where both knees are fully flexed for more than 5 seconds with loads <5#. This assumes hip and knee flexion of 90 degrees or greater and may include forward flexion.

KNEEL – ½ KNEEL: Assuming or working in a position low to the ground where one or both knees are in contact with the ground.

This may include forward flexion, sitting on heels or working with loads <5#.

CRAWL: Moving across a surface on hands and knees. May include working from crawl position.

BALANCE: Adaptive postural control and stability, generally consistent with controlled activity performance. Activities involving high degree of balance requirements should be operationally defined.

AMBULATION AND CLIMBING:

WALKING: Walk/move on foot = 10ft or greater distance with load <5#.

STAIR CLIMB: Ascend or descend fixed or portable stairs.

LADDER CLIMB: Ascend or descend rungs on various types of ladders (stationary or portable) where help of the upper extremities is necessary.

CLIMB: Ascend or descend ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms.

HAND:

GRIP: Generating force >10# while grasping to move, hold, or stabilize an object within the span of the hand. (Not related to tasks that are parts of other critical demands. Example: Gripping a wrench while reaching would be considered separate physical demands, while gripping during a lift is captured in the performance of the lift and would not be listed as a separate physical demand.)

PINCH: Squeeze and generate force of >5# between fingers to move, hold or stabilize an object within the span of the fingers/thumb.

FINGER: Pick, pinch or otherwise working primarily with fingers rather than with the whole hand or arms as in handling.

HANDLE: Seize, hold, grasp, turn, or otherwise working with hand or hands. Moving and using the hands or fingers to perform fine motor activities, manipulation or handling of objects, and/or operation of controls.

SENSORY:

VISION:

COLOR VISION: Ability to identify and distinguish colors.

DEPTH PERCEPTION: Three dimensional vision. Ability to judge distances and relationships so as to see objects where and as they actually are.

FAR VISION: Clarity of vision at 20 ft or more.

NEAR VISION: Clarity of vision at 20 inches or less.

FIELD OF VISION: Observe an area that can be seen up and down or right to left while eyes are fixed on a given point (peripheral).

VISUAL ACCOMMODATION: Adjustment of lens of eye to bring an object into sharp focus. Especially important when doing near-point work at varying distances from eye.

HEAR: perceive the nature of sounds.

TALK/SPEAK: Express or exchange ideas by means of the spoken word.

TASTE/SMELL: Distinguish, with a degree of accuracy, differences or similarities in intensity or quality of flavors and/or odors, or recognize particular flavors and/or odors, using tongue and/or nose.

ENVIRONMENTAL CONDITIONS:

EXPOSURE TO WEATHER: Hot, cold, wet, humid, or windy conditions, caused by the weather, which results in marked bodily discomfort.

EXTREME HEAT: Non-weather related temperatures that are sufficiently high to cause marked bodily discomfort.

EXTREME COLD: Non-weather related temperatures that are sufficiently low to cause marked bodily discomfort.

WET AND/OR HUMID: Contact with water or other liquids; or exposure to non-weather related conditions where humidity is sufficiently high to cause marked bodily discomfort.

EXTREME NOISE: Constant or intermittent sounds of a pitch or level sufficient to cause a worker to have difficulty hearing the voice of a person three or four feet away unless voice is raised above normal conversational level.

VIBRATION: Shaking objects or surfaces that cause a strain on the body or extremities.

MECHANICAL HAZARDS: Danger to fingers or limbs due to feeding or operating either portable or stationary power driven equipment.

ELECTRICAL HAZARDS: Exposure to electric wires, transformers, or uninsulated electrical parts.

BURNS: Potential of burns from hot material, fire, or chemical agents (identify which factor is present).

CONFINED SPACES: Areas where dangerous air contamination or oxygen deficiencies may exist or develop; or, where an emergency removal of a suddenly disabled employee is difficult due to the location or size of the opening the worker entered through.

EXPLOSIVES: Materials which undergo rapid chemical or nuclear reaction with the production of noise, heat, and violent expansion of gases.

RADIANT ENERGY: Exposure to radiant energy such as x-rays, radioactive material, ultraviolet, or infrared rays.

UNPROTECTED HEIGHTS: Exposure to working in high, exposed places.

ATMOSPHERIC CONDITIONS: Exposure to conditions that affect the respiratory system or the skin, such as fumes, noxious odors, dusts, mists, gases, and poor ventilation (identify which factor is present).

ELEVATED SURFACES: Work occurs in places elevated above the ground such as catwalks, scaffolds, ladders and roofs.

CHEMICALS (CAUSTIC OR TOXIC): Substances or compounds which may cause illness or injury.

BLOOD-BORNE PATHOGENS &/OR BIOMEDICAL/MICROORGANISMS: Pathogenic microorganisms that are present in human blood ad cause disease in humans. These pathogens include, but are not limited to Hepatitis B virus (HBV) and human immunodeficiency virus (HIV) &/or chicken pox, infections disease.

SLIPPERY SURFACES: Walking surface of work site is necessarily wet, muddy, greasy, oily, or highly polished surfaces which may cause employees to slip or lose footing.

MOVING OBJECTS: Moving equipment and objects in the immediate work area such as cranes, heavily laden carts, gurneys and forklifts.

TRAFFIC: Physical exposure to vehicular traffic.

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2214

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

AGENDA ITEM:
2022 Housing Support Agreements

BOARD ACTION REQUESTED:
Approve and accept the 2022 Housing Support Agreements.

BACKGROUND:
The provider for housing support has changed ownership. Housing support is paid with state waiver dollars, no county dollars are expended. Agreement rates are set by the state.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. HOUSING SUPPORT CORP LIST FOR BOARD Jan 2022

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

CORPORATE HOUSING SUPPORT AGREEMENTS EFFECTIVE 7/1/21 THRU 6/30/22 MONTHLY $954.00 DAILY $31.36
(FORMERLY GRH AGREEMENTS)

Northern Transitions

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2072

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 3 Road Rehabilitation and 7th Ave Roundabout Construction Services

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide construction administration and inspection services for the CSAH 3 Road Rehabilitation and 7th Avenue Roundabout and authorize the County Engineer to execute the contract documents.

BACKGROUND:
SAP 031-603-018 CSAH 3 Road Rehabilitation and 7th Avenue Roundabout is scheduled for construction in 2022. The proposed 3.6 mile project segment is from Pokegama Avenue to Mornes Road. Proposed work will include bituminous rehabilitation, replacement of curb and gutter, reducing the roadway width from 48' to 40' to provide a 6' boulevard and increase the sidewalk width from 4' to 6'. The project work will also correct ADA sidewalk and pedestrian ramp deficiencies and increase street lighting.

A roundabout will replace the traffic signal at the CSAH 3 / 7th Ave intersection. This work will be a shared cost with the City of Grand Rapids.

State Aid funding will be used to pay for the construction administration and inspection services.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2130

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Joshua Falck

AGENDA ITEM:
CSAH 7 Highway Easement Agreement with RGGS LAND & MINERALS LTD.

BOARD ACTION REQUESTED:
Approve the execution of a Highway Easement Agreement for CSAH 7 across property held by RGGS LAND & MINERALS LTD., L.P. in order to facilitate SAP 031-607-031.

BACKGROUND:
The Transportation Department worked through the terms of this agreement with the Grantor in consultation with the County Attorney's office.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. RGGS_031-607-031_2021-12-30_R1

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

EASEMENT

THIS INDENTURE is made and entered into this 30th day of December, 2021, between:

RGGS LAND & MINERALS, LTD., L.P., a Delaware Limited Partnership, with an office and place of business located at RGGS Lands & Minerals , 209 East 8th Street South, P.O. Box 1266, Virginia,Minnesota, 55792, hereinafter referred to as "RGGS or Grantor",

and

the **COUNTY OF ITASCA**, State of Minnesota, a Municipal Corporation, and road authority, hereinafter referred to as "Grantee".

WITNESSETH:

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

AND WHEREAS, Grantee has requested an Easement for highway purposes from Grantor as identified herein and Grantor has agreed to grant Grantee such an easement across said property.

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound thereby, the parties hereto do agree as follows:

Section 1 - Granting Clause

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the COUNTY OF ITASCA, as Grantee, its successors and assigns, to the extent of the ownership of the Grantor, an Easement for public highway purposes, more particularly described by the attached exhibits:

"EXHIBIT T02", "EXHIBIT T03", "EXHIBIT T04", and "EXHIBIT T06+T07"

INCLUDING the rights of the COUNTY OF ITASCA, its contractors, agents, servants, and assigns, to enter upon the easement premises at all times to install, reinstall, inspect, repair, and maintain said public highway system over, across, on, under, and through the easement premises, together with the right to grade, level, fill, drain, pave, and excavate the easement premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and

maintenance of the public highway system (hereinafter "Purpose"). Grantee shall have the right to use and remove all overburden surface materials lying above the Biwabic Iron Formation within the easement premises and additionally any part of said Biwabic Iron Formation within the easement premises lying above an elevation 25 feet beneath the Finished Grade profile defined on the attached PROFILE EXHIBIT, and the right to allow utilities over, under, and across said easement premises as allowed by Minnesota law. Election by the grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

GRANTOR makes no express or implied representations or warranties to GRANTEE concerning the safety or physical condition of the easement premises, which condition is hereby accepted by GRANTEE "AS IS." GRANTEE represents that it is familiar with, and that the GRANTOR has made no representations concerning the physical condition of the easement premises. GRANTEE agrees not to make any claim against GRANTOR for damages or injuries directly or indirectly due to the physical condition of any part of the easement premises as of the Effective Date.

It is understood that the right, privilege and Easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

Section 2 - Indemnification

(A) Each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. Grantor shall be held harmless for damages arising out of or resulting from the work of Grantee, its employees and contractors, in carrying out the activities described herein. The Grantee's liability shall be limited by the provisions of the Municipal tort Claim Act, Minn. Stat. Ch. 466, and other applicable law.

Section 3 - Title

(A) The granting of this easement is made subject to mining, oil, and gas rights heretofore conveyed or excepted and reserved in instruments of record. Grantor, RGGS Land & Minerals, LTD., L.P., for itself, its successors, and assigns, hereby reserves all minerals, including sand, gravel, and any other natural substance having sufficient value to be mined, quarried, or extracted for its own sake or for its specific use, together with right to enter on, explore for, dig, mine and recover the same.

(B) Grantor makes no warranty of title to the premises as described herein, and Grantee hereby accepts this Easement subject to any adverse interest of third parties therein, whether known or unknown, recorded or unrecorded. Further, it is understood and agreed that this agreement is subject to any and all highway, railroad, and other public or private rights or easements, existing in or across the premises or any part thereof, and to the rights of any person or other party who may have any interest in the premises, including minerals.

Section 4 -Termination/Relocation (Release/Relinquishment)

(A) In the event the Grantee, its successors or assigns, ceases to use the Easement granted herein, or any part thereof, for the purposes identified and discussed herein for a period of three years, all rights, title, and interest of Grantee therein will *pro tanto* cease and terminate, and Grantee will, at the request of the Grantor, its successors and assigns, execute a release running to the Grantor, its successors and assigns evidencing the Grantee's relinquishment of its interest in said Easement.

(B) Grantor and Grantee recognize and agree that this Easement controls between them over all prior highway easements for C.S.A.H. 7 (Scenic Highway) within the GRANTOR OWNED PROPERTY identified on attached EXHIBIT A and that Grantee explicitly retains all its prior rights and claims for C.S.A.H. 7 against parties other than the Grantor within the easement premises.

(C) It is further understood and agreed that in case the Grantor, its successors or assigns, and anyone having the right to mine and remove the iron ore or other minerals desire to mine and remove the same, and are about to do so, in such manner as to remove the surface and supports of the whole or certain portions of the land hereby granted for highway purposes, or that they desire to use said land in connection with said mining operations, the Grantor its successors or assigns, may relocate the highway crossing the land hereby granted for highway purposes at their cost and expense, including the cost of construction of the new substantially comparable highway, and of the right of way therefor; provided, that the parties so desiring to change the highway shall in such case have the right to select the new route for the highway subject to concurrence by the Grantee and to construct the same, either by their own employees or by contract or contracts to be made by them with others.

IN WITNESS WHEREOF, Grantor, RGGS Land and Minerals, LTD., L.P., has caused this instrument to be executed in its limited partnership name by Russell D. Gordy, President of Gordy Oil Company, as general partner to RGGS Land & Minerals, LTD., L.P., who is duly-authorized to execute this instrument on behalf of said corporation as of the date identified herein.

GRANTOR: RGGS Land & Minerals, Ltd., L.P.

By: Gordy Oil Company, a Texas Corporation

Its: General Partner

By: _____
Russell D. Gordy, President

STATE OF TEXAS)
:ss
COUNTY OF HARRIS)

On this, the 30th day of December, 2021, before me, a notary public for said County and State, personally appeared Russell D. Gordy, who acknowledged himself to be President of Gordy Oil Company, a Texas corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, and, as such, he is duly-authorized to execute the foregoing Easement for the purposes therein contained by signing the name of the limited partnership by himself as such officer.

In Witness Thereof, I hereunder set my hand and official seal.

(Notarial Stamp or Seal)

BRIANNE GRAVATT
Notary Public, State of Texas
Comm. Expires 04-21-2025
Notary ID 126876745

_____
Signature of Person taking Acknowledgement

GRANTEE, County of Itasca, Minnesota, hereby accepts this instrument in accordance with the terms and conditions contained herein.

GRANTEE: Itasca County

By: _____

Terry Snyder, Chair
Itasca County Board of Commissioners

By: _____

Brett Skyles, Clerk to the
Itasca County Board of Commissioners

STATE OF MINNESOTA)
:ss
COUNTY OF ITASCA)

On this, the ____ day of _____, 2022, before me, a notary public for said County and State, personally appeared **Terry Snyder, Chair of the Itasca County Board of Commissioners and Brett Skyles, Clerk to the Itasca County Board of Commissioners**, who acknowledged that they executed the foregoing easement for the purposes therein contained.

In Witness Thereof, I hereunder set my hand and official seal.

(Notarial Stamp or Seal)

_____
Signature of Person taking Acknowledgement

This Instrument was drafted by:
RGGS Land & Minerals, LTD., L.P.
P.O. Box 1266
209 E. 8th Street South
Virginia, MN 55792

- EXHIBIT A -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #97-022-4100)
(Description based on Certificate of Title #24661, Page 74, Book 80 of Titles)

That part of the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying outside of Trunk Highway No. 169 Right of Way platted as **Parcel 309**, **MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 31-164**, according to the recorded plat thereof, said County and State.

Tract #03 (Tax Parcel #97-022-1300)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)

The Southwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #04 (Tax Parcel #97-022-1200)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)

The Northwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

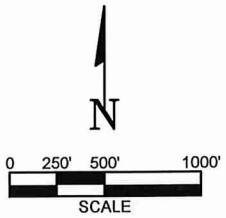
Tract #06 (Tax Parcel #97-015-4400)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)

The Southeast Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #07 (Tax Parcel #97-015-4300)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)

The Southwest Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

- EXHIBIT A -
- CSAH 7 ALIGNMENT "E007-2021" -
EXISTING CENTERLINE (2021)
ITASCA COUNTY, MINNESOTA



● SURVEY MONUMENT

75 ◈ 04 ALIGNMENT E007-2021 STATION (1+00 = 100')

◈ CALCULATED POSITION ON ALIGNMENT E007-2021

Right of Way Tract Sheet Index

- (02) = Tract #02 (TP #97-022-4100)
- (03) = Tract #03 (TP #97-022-1300)
- (04) = Tract #04 (TP #97-022-1200)
- (06) = Tract #06 (TP #97-015-4400)
- (07) = Tract #07 (TP #97-015-4300)

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

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT E007-2021.

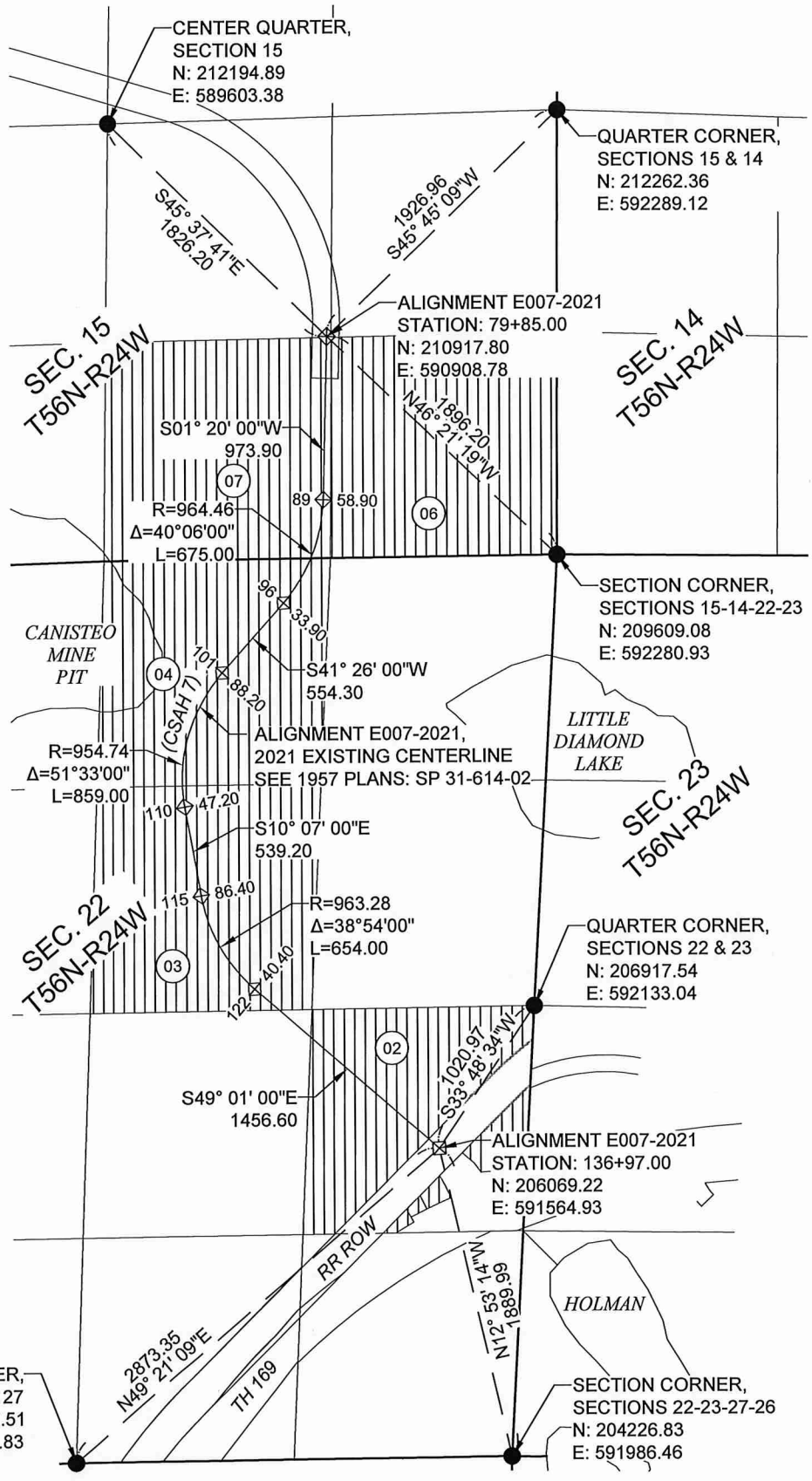
ALIGNMENT E007-2021 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CSAH 7.

ALIGNMENT E007-2021 LINES ARE TANGENT TO ADJOINING CURVES.

STATIONING ASSIGNED ALONG E007-2021 BASED ON RECORD TIES TO RR BRIDGE COMPONENTS AT STATION 137+00 IN 1957 SURVEY NOTES FOR SP 31-614-02.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

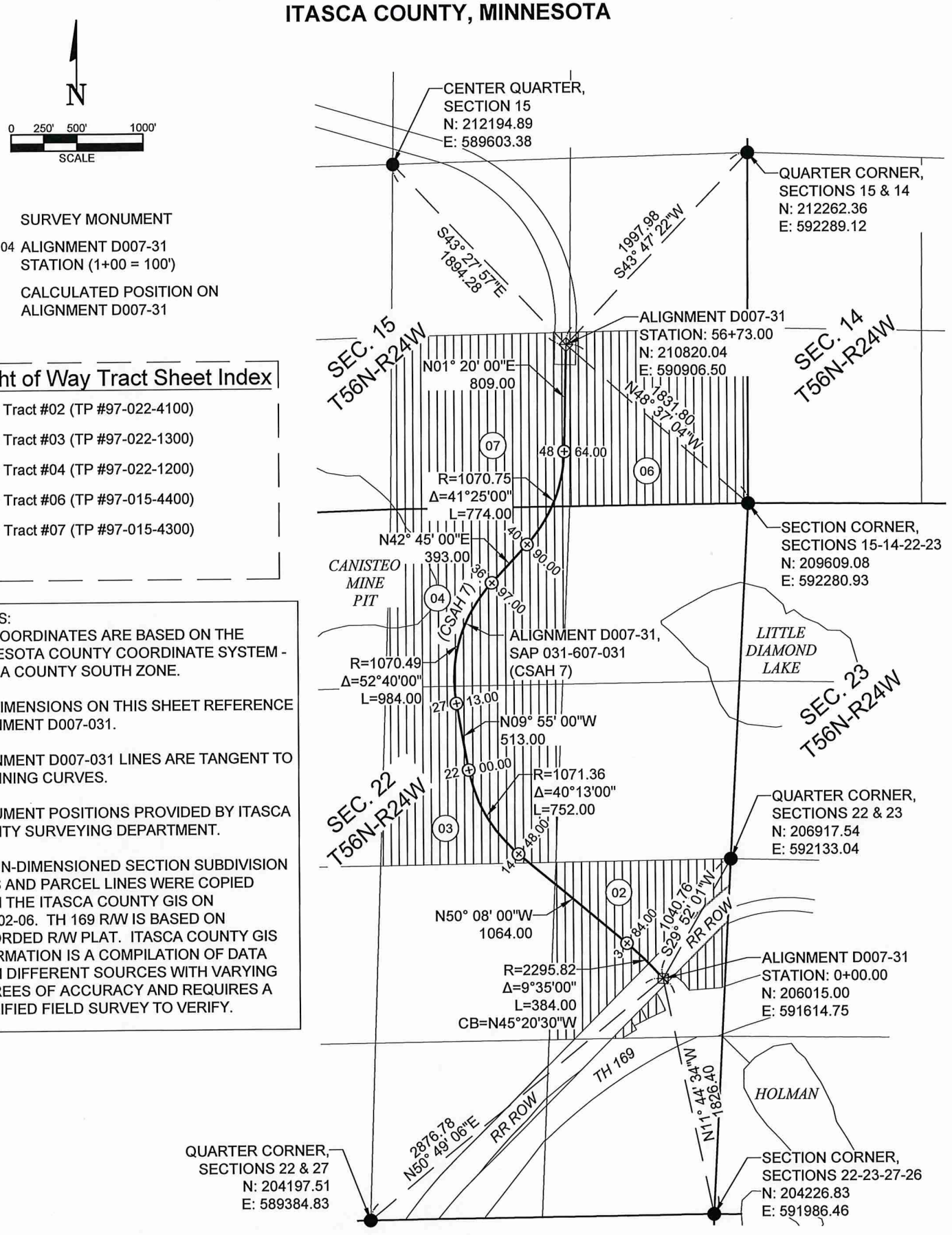
ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.



FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

RGGS_031-607-031_EX-A_R0.DWG	DATE: 07-26-2021	SAP 031-607-031 EASEMENT	SHEET 02

- EXHIBIT A -
- CSAH 7 ALIGNMENT "D007-31" -
(SAP 031-607-031: STA. 0+00 TO STA. 56+73)
ITASCA COUNTY, MINNESOTA



Right of Way Tract Sheet Index

- (02) = Tract #02 (TP #97-022-4100)
- (03) = Tract #03 (TP #97-022-1300)
- (04) = Tract #04 (TP #97-022-1200)
- (06) = Tract #06 (TP #97-015-4400)
- (07) = Tract #07 (TP #97-015-4300)

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

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D007-031.

ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- EXHIBIT T02 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #97-022-4100)
(Description based on Certificate of Title #24661, Page 74, Book 80 of Titles)

That part of the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying outside of Trunk Highway No. 169 Right of Way platted as **Parcel 309**, **MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 31-164**, according to the recorded plat thereof, said County and State.

PERMANENT EASEMENT TO BE CONVEYED

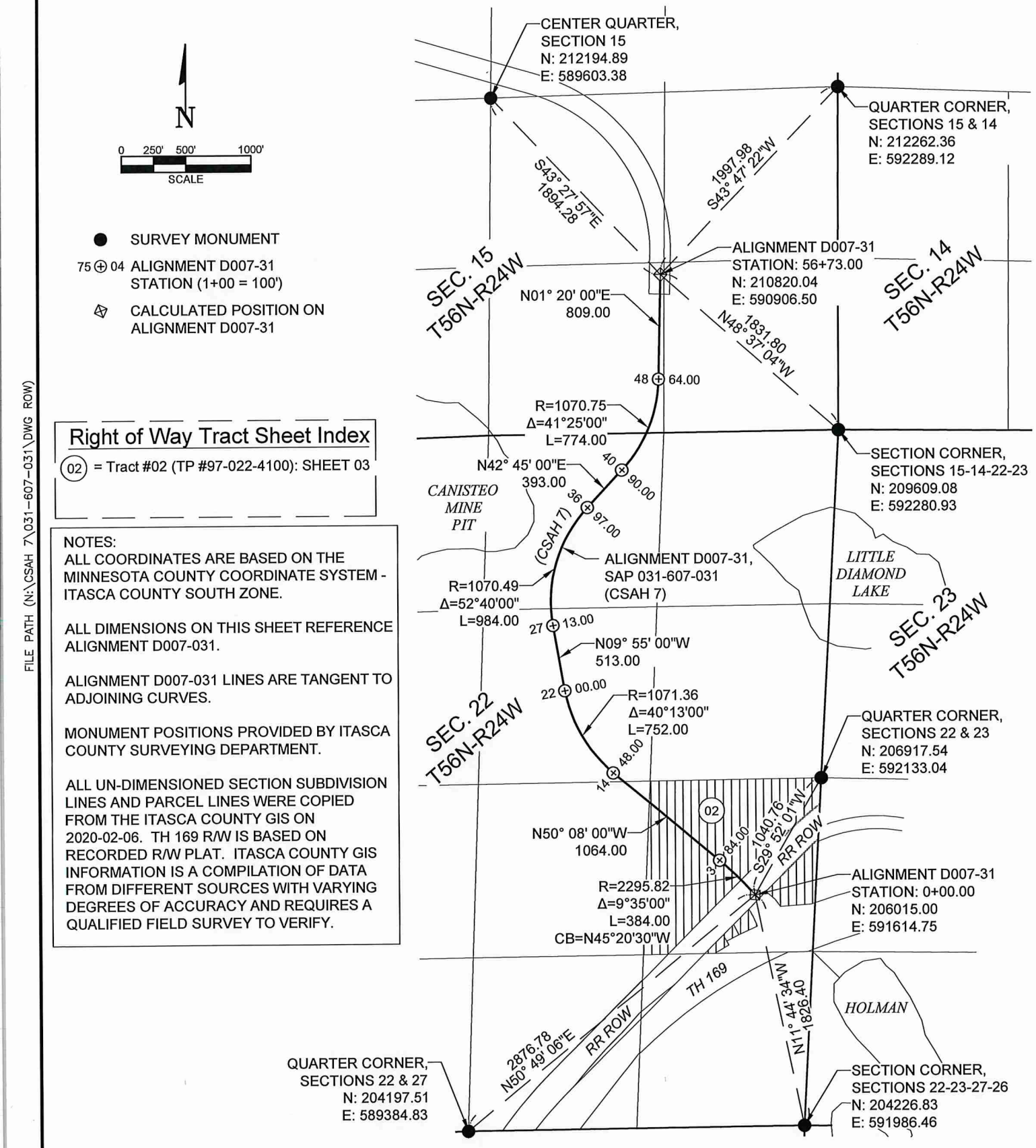
A permanent easement for highway purposes over, under, and across that part of **Tract #02** in the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T02**,

AND together with an additional 25.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in the Northeast Quarter of the Southeast Quarter lying within 100.00 feet and northeasterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 7+35** and the west boundary of said **Tract #02**,

AND together with an additional 25.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in the Northeast Quarter of the Southeast Quarter lying within 100.00 feet and southwesterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 10+20** and the west boundary of said **Tract #02**.

Containing 3.46 acres, more or less.

- EXHIBIT T02 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(02) = Tract #02 (TP #97-022-4100): SHEET 03

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

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D007-031.

ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- EXHIBIT T02 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

● SURVEY MONUMENT

75 ⊕ 04 ALIGNMENT D007-31
STATION (1+00 = 100')

CALCULATED POSITION ON
ALIGNMENT D007-31

REPRESENTS PERMANENT
EASEMENT

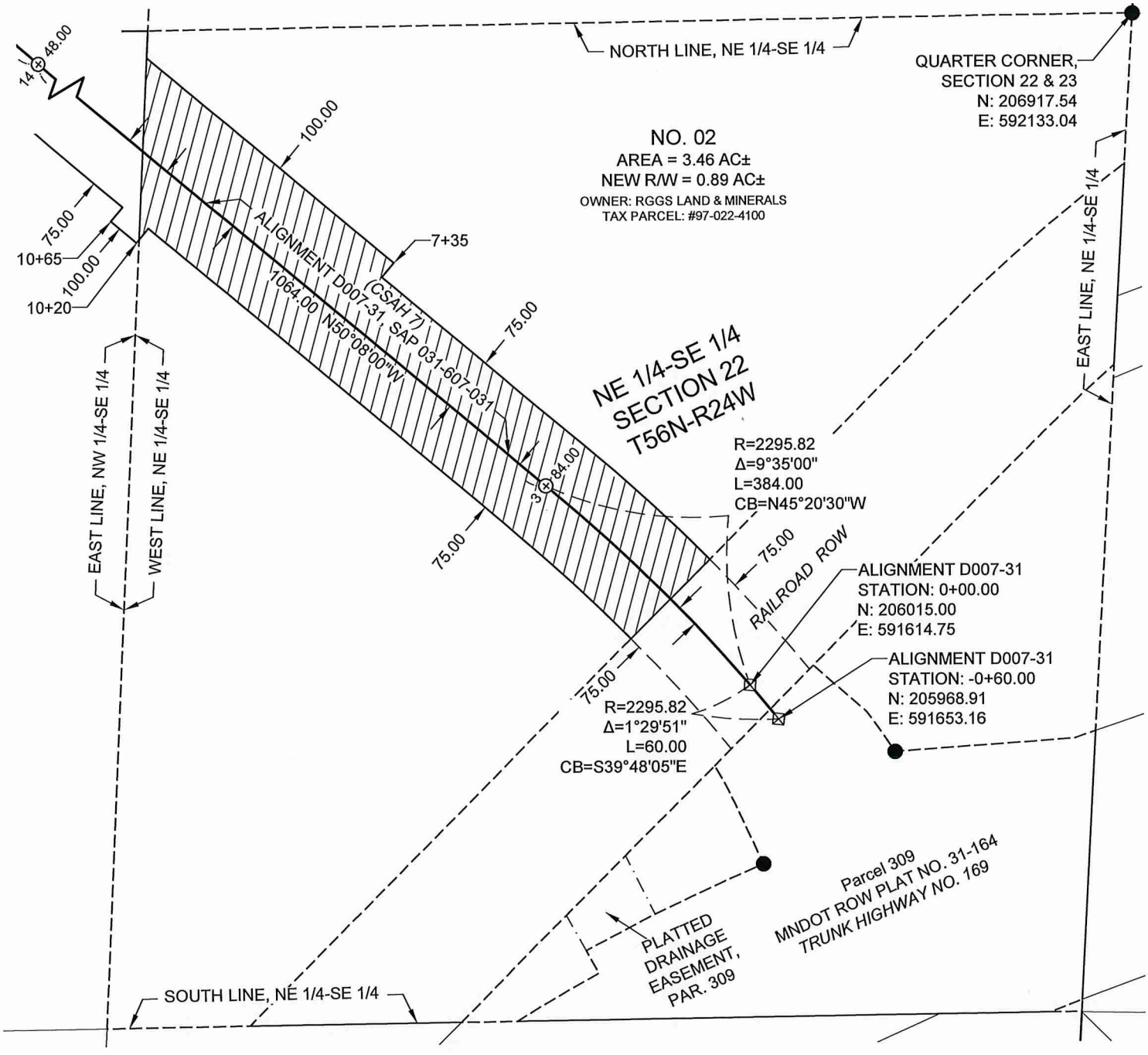
N

0 50' 100' 200'
SCALE

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

ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.



FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

RGGS_031-607-031_EX-T02_R0.DWG	DATE: 06-29-2021	SAP 031-607-031 EASEMENT	SHEET 03

- EXHIBIT T03 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #03 (Tax Parcel #97-022-1300)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)
The Southwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #03** in the Southwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T03**,

AND together with an additional 30.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #03** in the Southwest Quarter of the Northeast Quarter lying within 105.00 feet and northeasterly of said **ALIGNMENT D007-31** between the south line of said **Tract #03** and a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 20+00**,

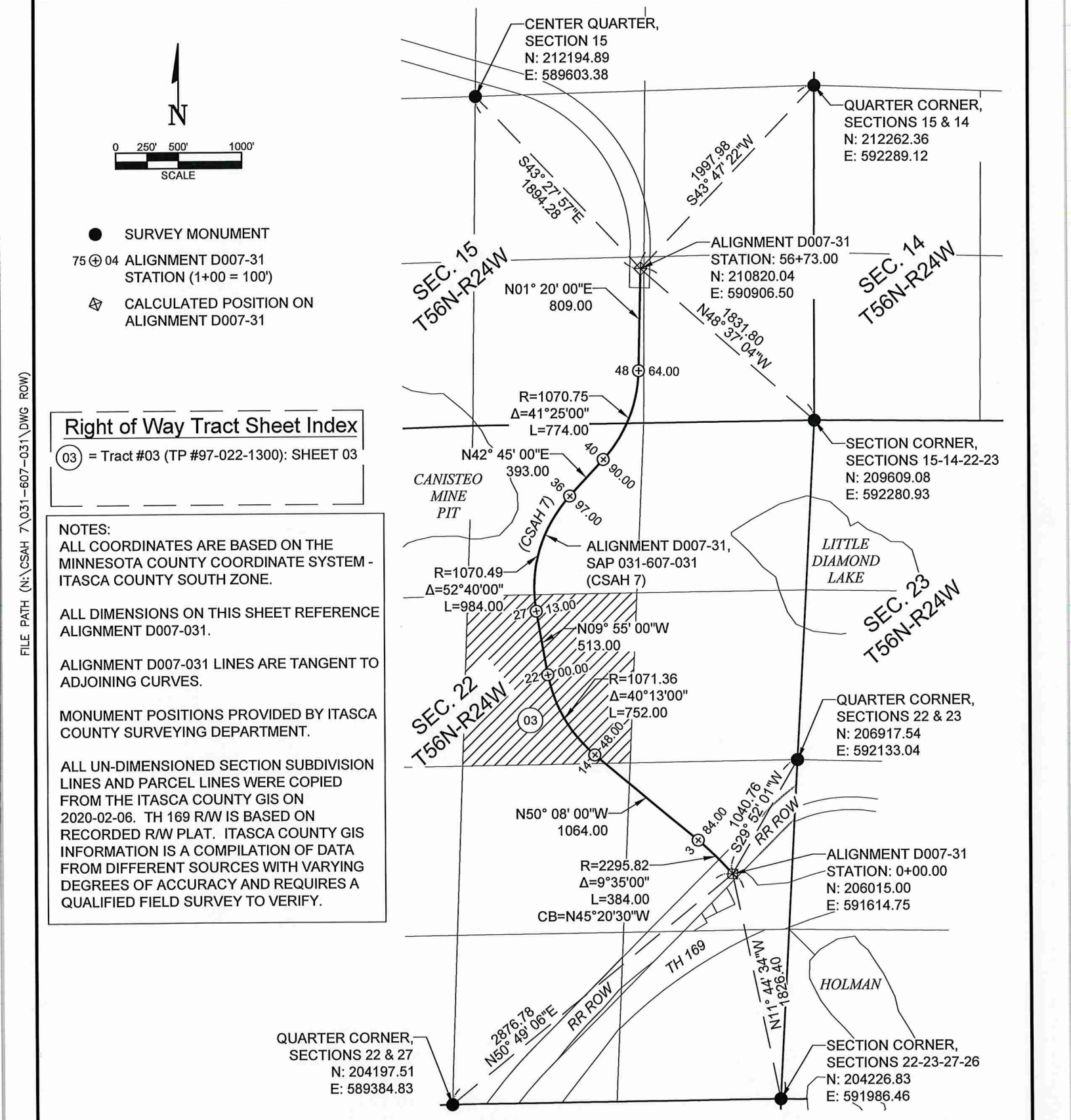
AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #03** in the Southwest Quarter of the Northeast Quarter lying within 80.00 feet and northeasterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 27+50** and the north line of said **Tract #03**.

Containing 5.68 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #03** more particularly defined on **ATTACHMENT "TE-T03"** to this **EXHIBIT T03**.

- EXHIBIT T03 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(03) = Tract #03 (TP #97-022-1300): SHEET 03

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

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D007-031.

ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- EXHIBIT T03 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

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

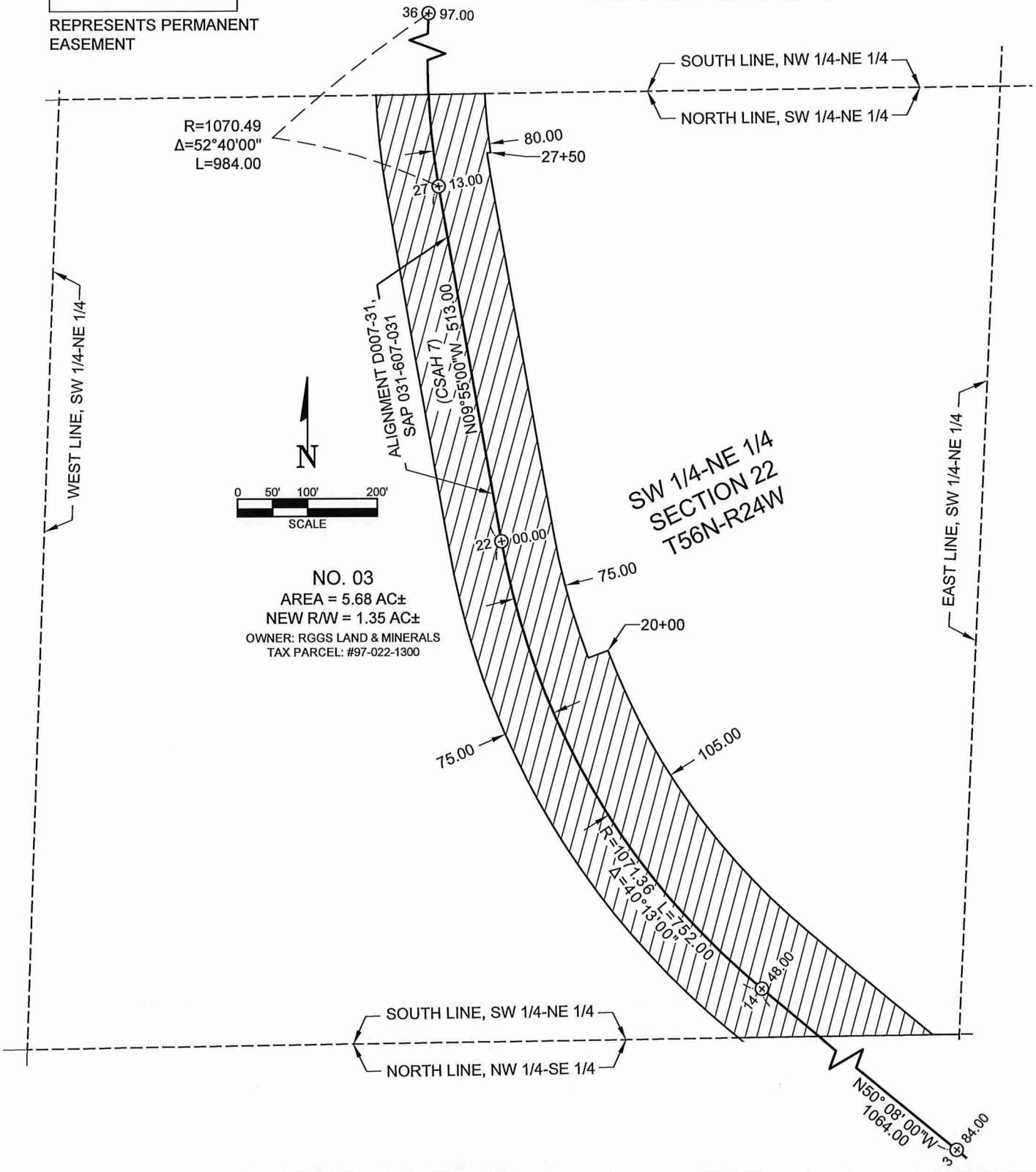
ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

● SURVEY MONUMENT

75 ⊕ 04 ALIGNMENT D007-31
STATION (1+00 = 100')

REPRESENTS PERMANENT EASEMENT



FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

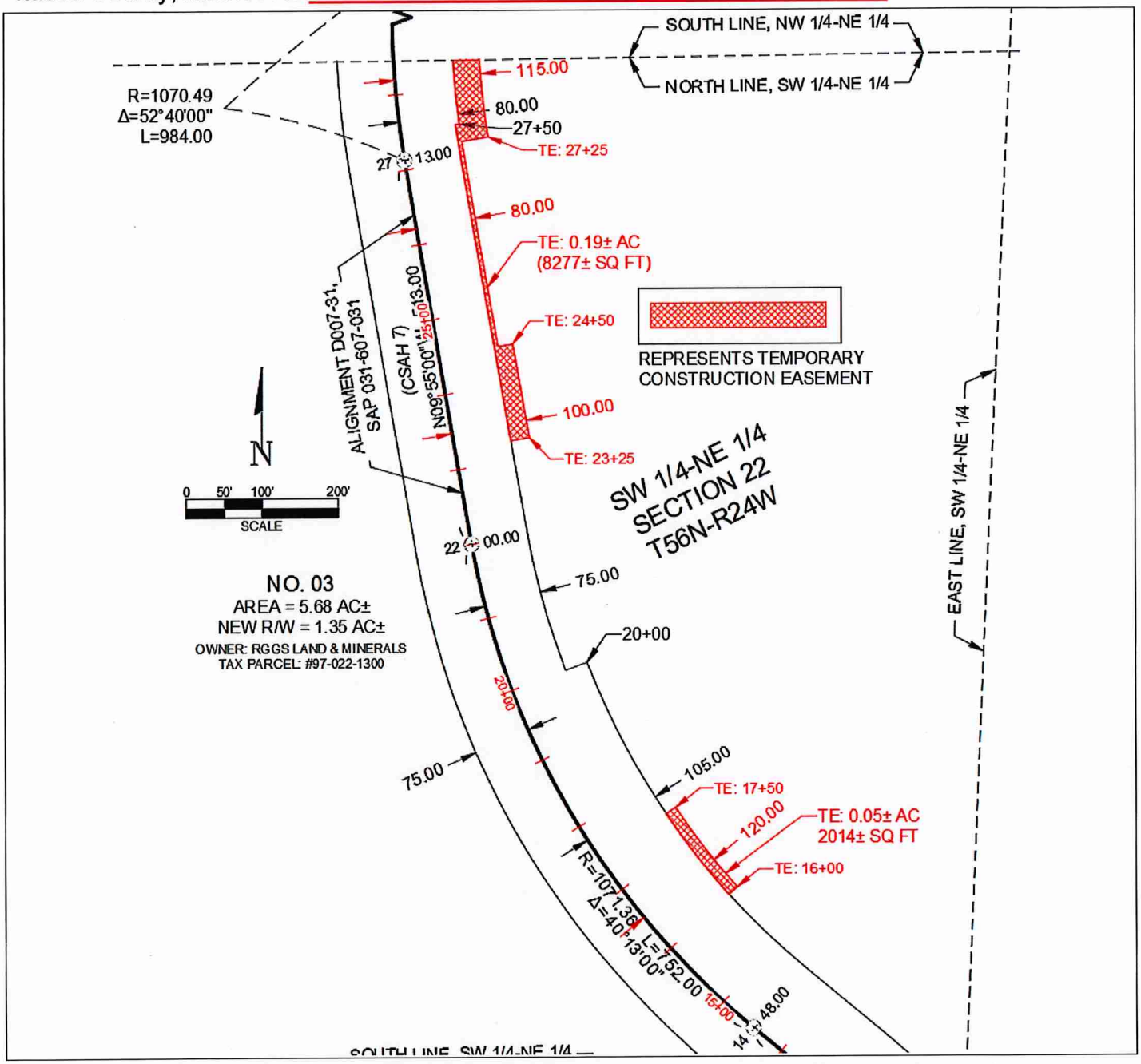
RGGS_031-607-031_EX-T03_R0.DWG	DATE: 06-29-2021	SAP 031-607-031 EASEMENT	SHEET 03

- ATTACHMENT "TE-T03" to EXHIBIT T03 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

Tract #03 (Tax Parcel #97-022-1300)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

- EXHIBIT T04 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #04 (Tax Parcel #97-022-1200)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)
The Northwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #04** in the Northwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T04**,

AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 80.00 feet and easterly of said **ALIGNMENT D007-31** between the south line of said **Tract #04** and a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 29+75**,

AND together with an additional 45.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 120.00 feet and westerly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 31+40** and **Station 32+00**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 90.00 feet and westerly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 32+00** and **Station 34+25**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 90.00 feet and easterly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 31+50** and **Station 37+50**,

AND together with an additional 35.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 110.00 feet and easterly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 37+50** and **Station 44+15**,

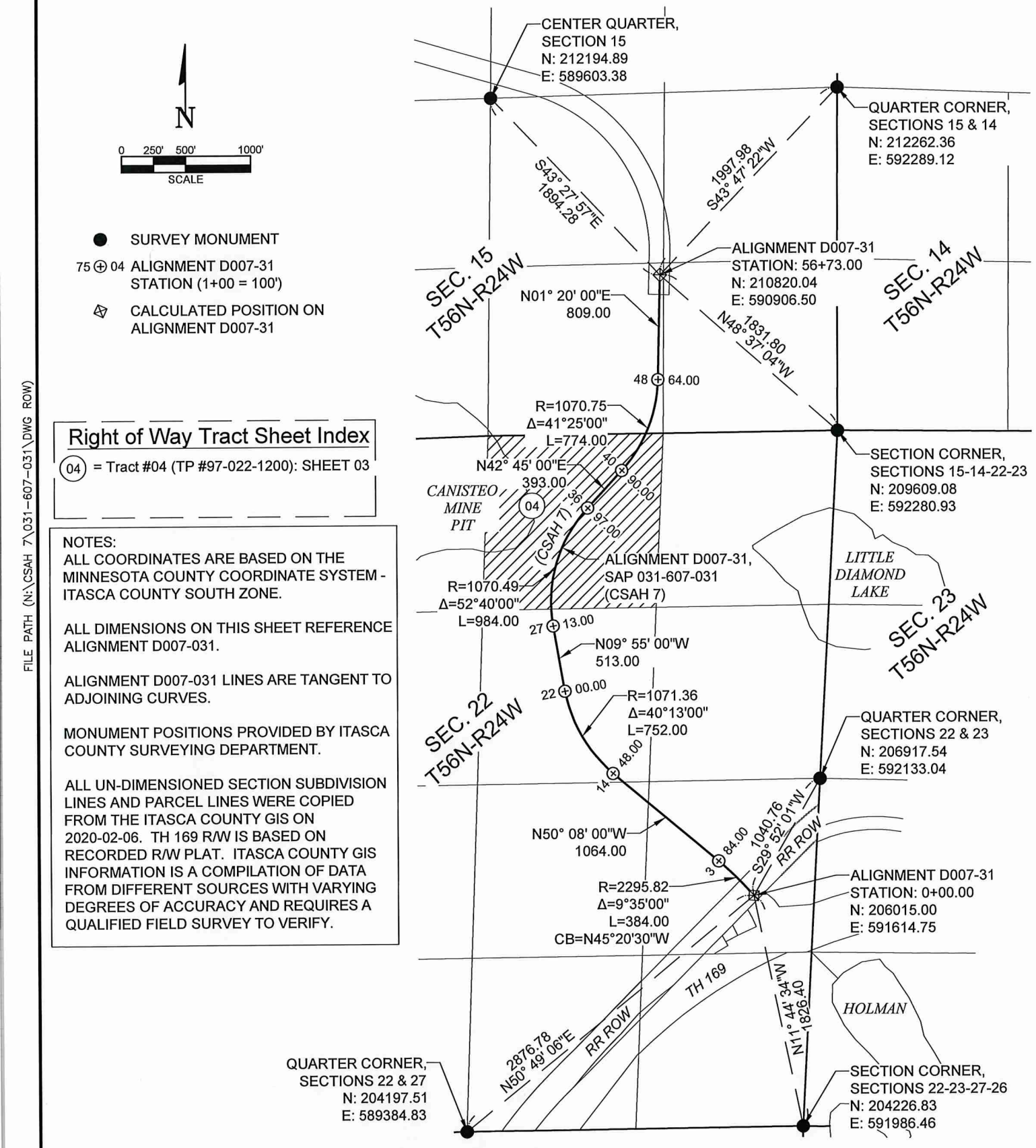
AND together with an additional area of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying easterly of said **ALIGNMENT D007-31** and lying northerly of a line drawn per perpendicular to said **ALIGNMENT D007-31** at **Station 44+15**.

Containing 6.49 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #04** more particularly defined on **ATTACHMENT "TE-T04"** to this **EXHIBIT T04**.

- EXHIBIT T04 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(04) = Tract #04 (TP #97-022-1200): SHEET 03

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

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D007-031.

ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

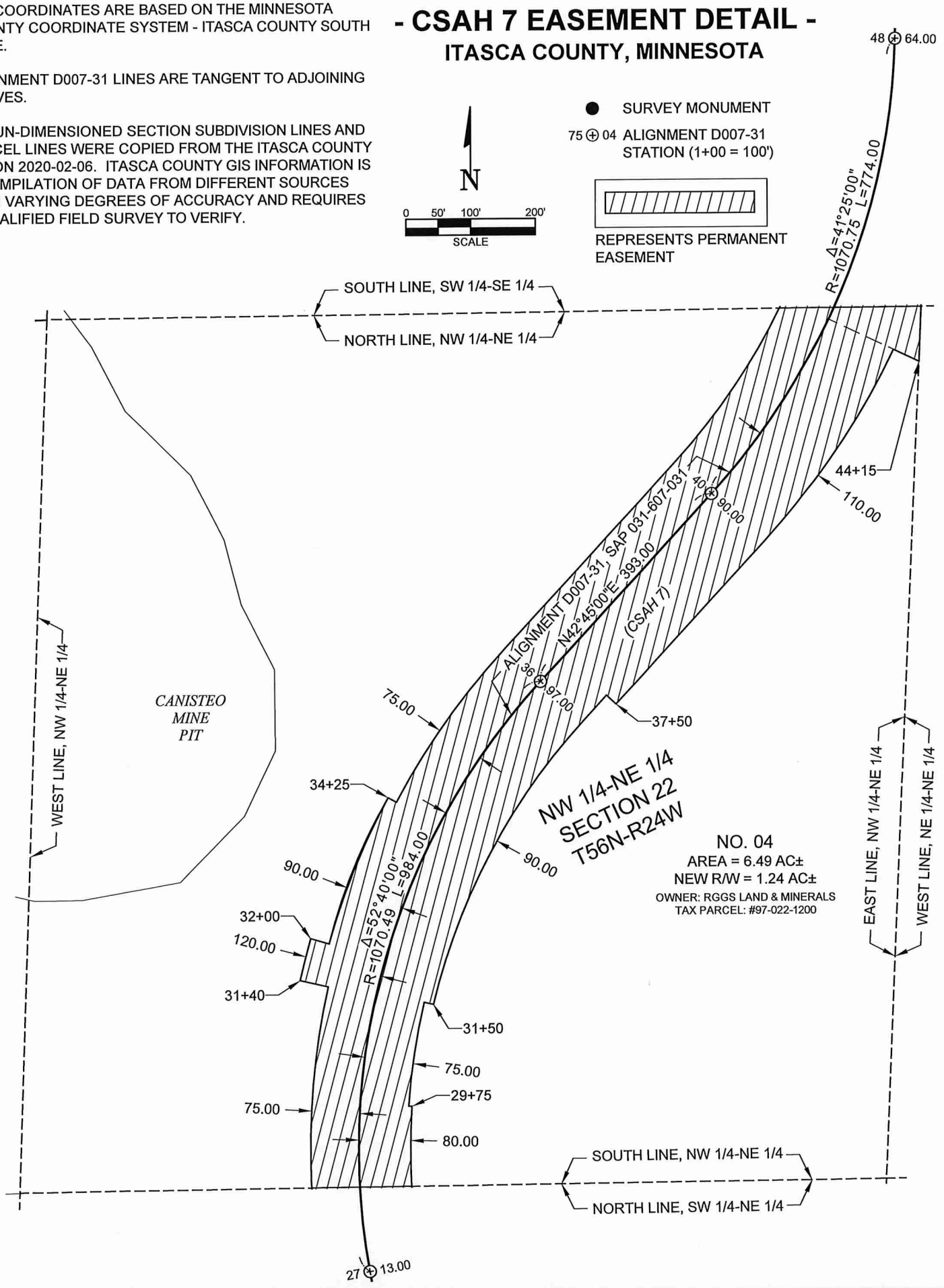
FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- EXHIBIT T04 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

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

ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.



FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

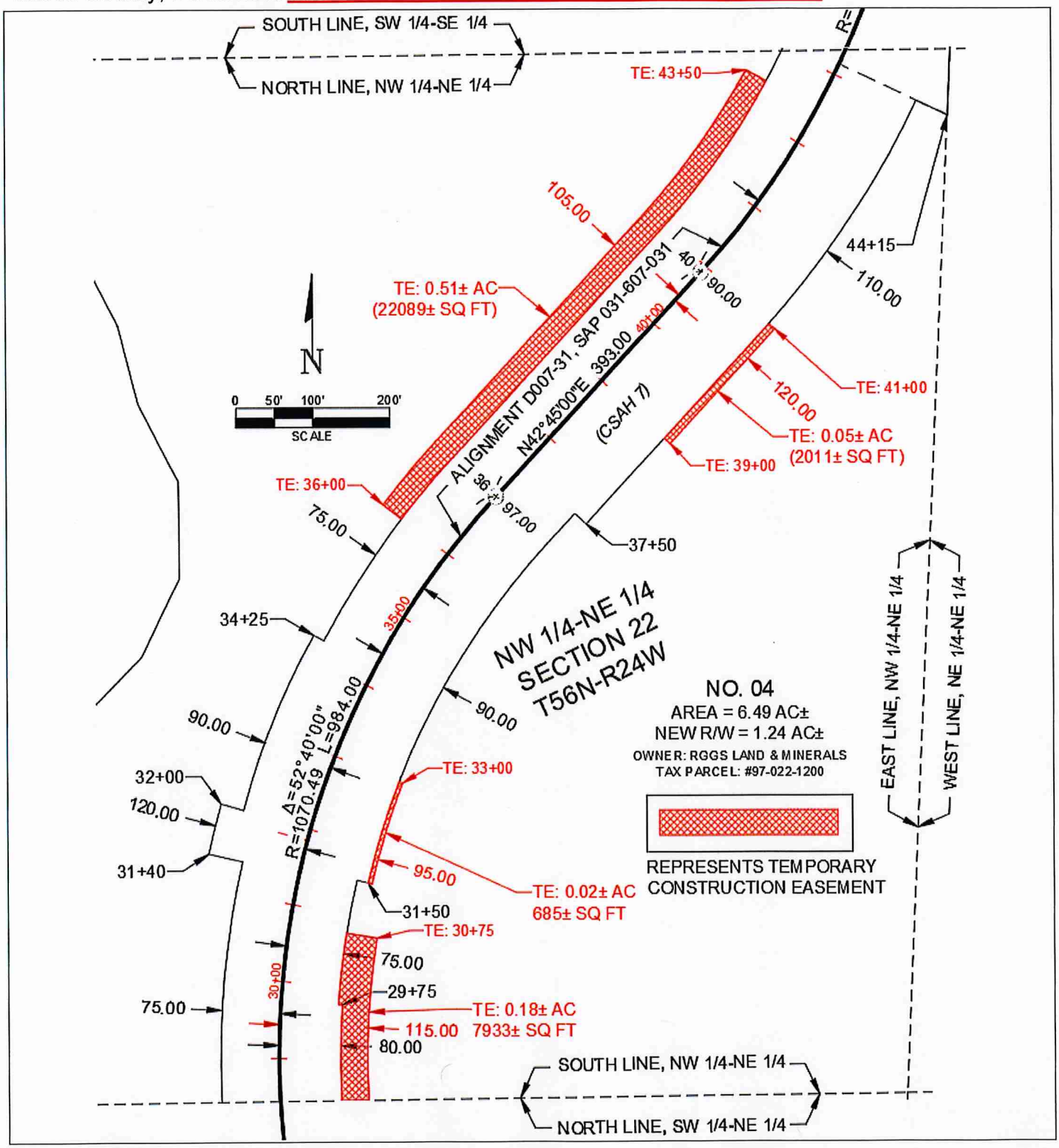
RGGS_031-607-031_EX-T04_R1.DWG	DATE: 12-16-2021	SAP 031-607-031 EASEMENT	SHEET 03

- ATTACHMENT "TE-T04" to EXHIBIT T04 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

Tract #04 (Tax Parcel #97-022-1200)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



- ATTACHMENT "TE-T04" to EXHIBIT T04 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

- EXHIBIT T06+T07 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #06 (Tax Parcel #97-015-4400)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)
The Southeast Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #07 (Tax Parcel #97-015-4300)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)
The Southwest Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across those parts of **Tract #06** in the Southeast Quarter of the Southeast Quarter and **Tract #07** in the Southwest Quarter of the Southeast Quarter, all in Section 15,Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** as defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T06+T07**,

AND together with an additional area of permanent easement for highway purposes over, under, and across that part of said **Tract #07** in the Southwest Quarter of the Southeast Quarter lying easterly of said **ALIGNMENT D007-31** and lying southerly of a line drawn per perpendicular to said **ALIGNMENT D007-31** at **Station 45+50**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #07** in the Southwest Quarter of the Southeast Quarter lying within 90.00 feet and westerly of said **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 55+00** and the north line of said **Tract #07**,

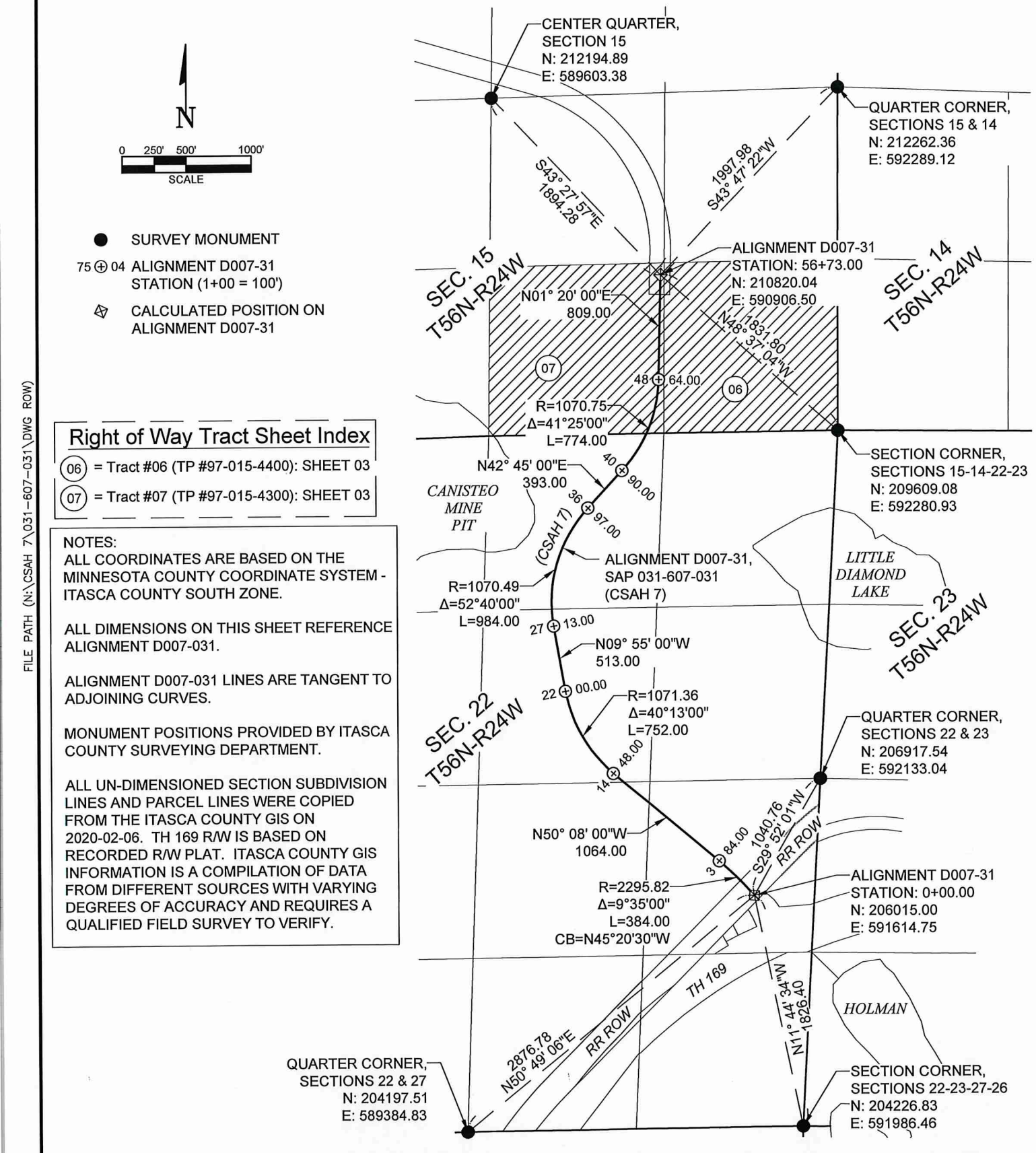
AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #06** in the Southeast Quarter of the Southeast Quarter lying within 80.00 feet and easterly of said **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 55+00** and the north line of said **Tract #06**.

Containing 0.97 acres, more or less, within said **Tract #06**.
Containing 3.80 acres, more or less, within said **Tract #07**.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across those parts of said **Tracts #06** and **#07** more particularly defined on **ATTACHMENT "TE-T06+T07"** to this **EXHIBIT T06+T07**.

- EXHIBIT T06+T07 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(06) = Tract #06 (TP #97-015-4400): SHEET 03

(07) = Tract #07 (TP #97-015-4300): SHEET 03

NOTES:

ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY SOUTH ZONE.

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D007-031.

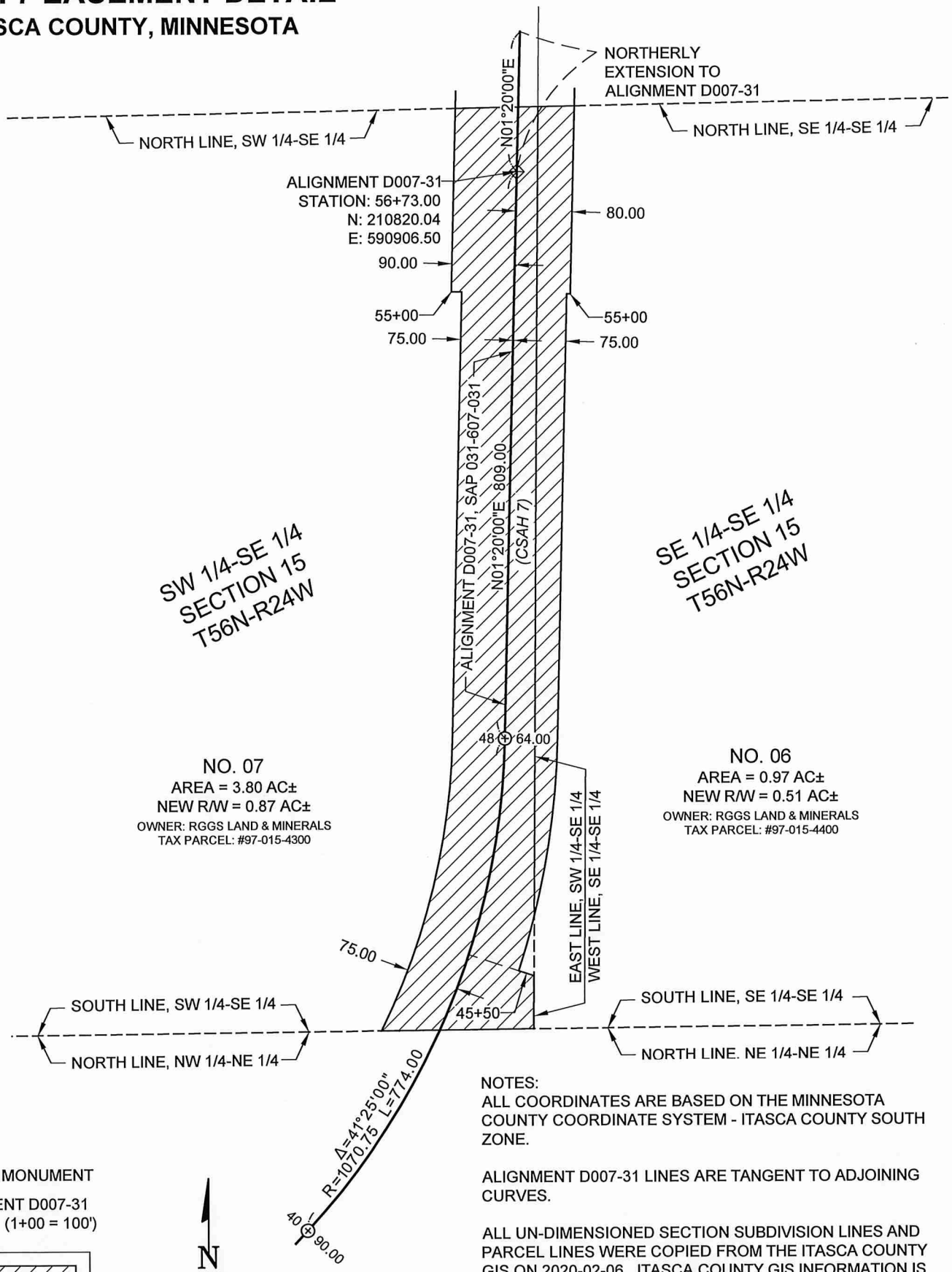
ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- EXHIBIT T06+T07 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA



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

ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

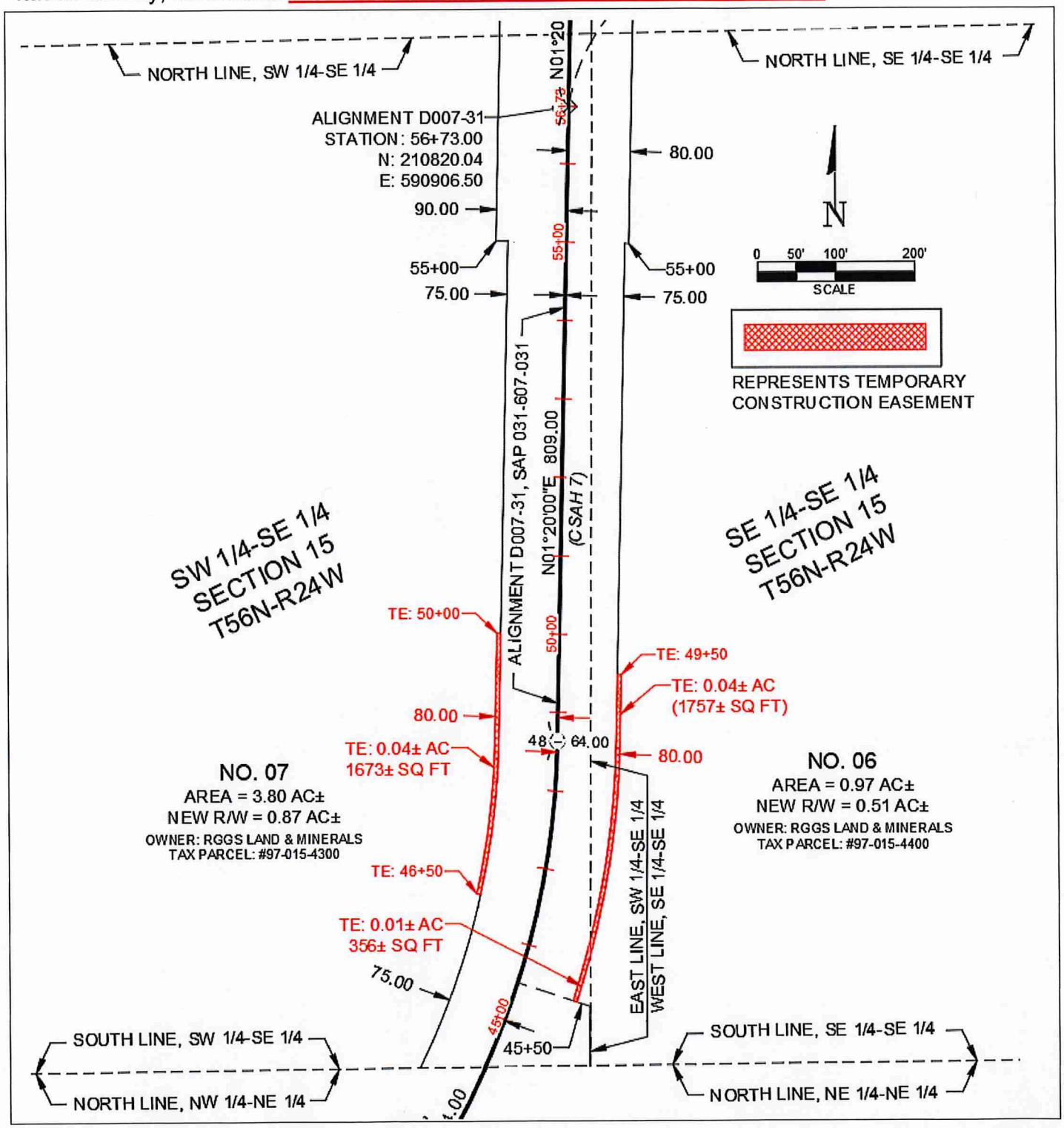
FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- ATTACHMENT "TE-T06+T07" to EXHIBIT T06+T07 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

Tract #06 (Tax Parcel #97-015-4400)
Tract #07 (Tax Parcel #97-015-4300)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



- ATTACHMENT "TE-T06+T07" to EXHIBIT T06+T07 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

75 ⊕ 04 ALIGNMENT D007-31
STATION (1+00 = 100')

N

NO. 02
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-4100

MNDOT ROW
TRUNK HIGHWAY NO. 169

RAILROAD ROW

ALIGNMENT D007-31
STATION: -0+60.00
N: 205968.91
E: 591653.16

Δ=9°35'00" L=384.00
CB=N45°20'30"W R=2295.82

ALIGNMENT D007-31
STATION: 0+00.00
N: 206015.00
E: 591614.75

R=2295.82
Δ=1°29'51"
L=60.00
CB=S39°48'05"E

3 ⊕ 84.00

5+00

N50°08'00"W 1064.00

10+00

14 ⊕ 48.00

15

NE 1/4-SE 1/4
SECTION 22
T56N-R24W

RAILROAD ROW

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

0 25' 50' 100'
PLAN SCALE

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

1350
1340
1330
1320
1310

PVI STA = 0+66.98
PVI ELEV = 1333.36

NOTE:
PROFILE EXTENDS SOUTHEASTERLY TO STATION -0+60.00 AT AN ELEVATION OF 1334.45.

BVCE: 1334.28
BVCS: 0+10.86
EVCE: 1331.05
EVCS: 1+23.06
BVCS: 2+64.93
BVCE: 1325.20
EVCS: 5+73.19
EVCE: 1319.83

Finished Grade
-1.63%
Existing Grade
-4.13%

A.D. = -2.50%
K = 44.90
112.20' VC
HP STA = 0+10.86
HP ELEV = 1334.28

LP STA = 5+31.75
LP ELEV = 1319.70
A.D. = 4.77%
K = 64.68
308.27' VC

PVI STA = 4+19.00
PVI ELEV = 1318.84

0.64%
0.64%

Finished Grade
Existing Grade

CL. CULVERT
INLET EL. 1314.8
OUTLET EL. 1314.7

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

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

	0+00	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00	9+00	10+00	11+00	12+00	13+00	14+00
Exist:	1334.45	1330.42	1325.75	1321.64	1320.36	1319.11	1318.89	1319.33	1320.15	1321.14	1322.14	1322.72	1323.33	1323.84	1324.22
Plan:	**1334.45**	**1331.94**	**1327.88**	**1323.85**	**1321.04**	**1319.77**	**1320.00**	**1320.64**	**1321.28**	**1321.92**	**1322.56**	**1323.20**	**1323.84**	**1324.48**	**1325.12**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 0+00 – 14+00	Sheet No. 01 of 04 Sheets

75 ⊕ 04 ALIGNMENT D007-31
STATION (1+00 = 100')

NO. 03
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-1300

Δ=40°13'00"
R=1071.36 L=752.00

15+00 | 20+00 | 25+00

14 ⊕ 48.00

22 ⊕ 00.00

N09°55'00"W 513.00

27 ⊕ 13.00

SW 1/4-NE 1/4
SECTION 22
T56N-R24W

N

0 25' 50' 100'
PLAN SCALE

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

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

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

1350
1340
1330
1320
1310

BVCE: 1325.27
BVCS: 14+22.70

EVCE: 1325.26
EVCS: 16+51.34

PVI STA = 15+37.02
PVI ELEV = 1326.00

0.64%

-0.65%

A.D. = -1.29%
K = 177.58
228.65' VC
HP STA = 15+36.40
HP ELEV = 1325.63

-0.65%

Finished Grade

Existing Grade

-0.65%

BVCS: 24+65.12
BVCE: 1319.99

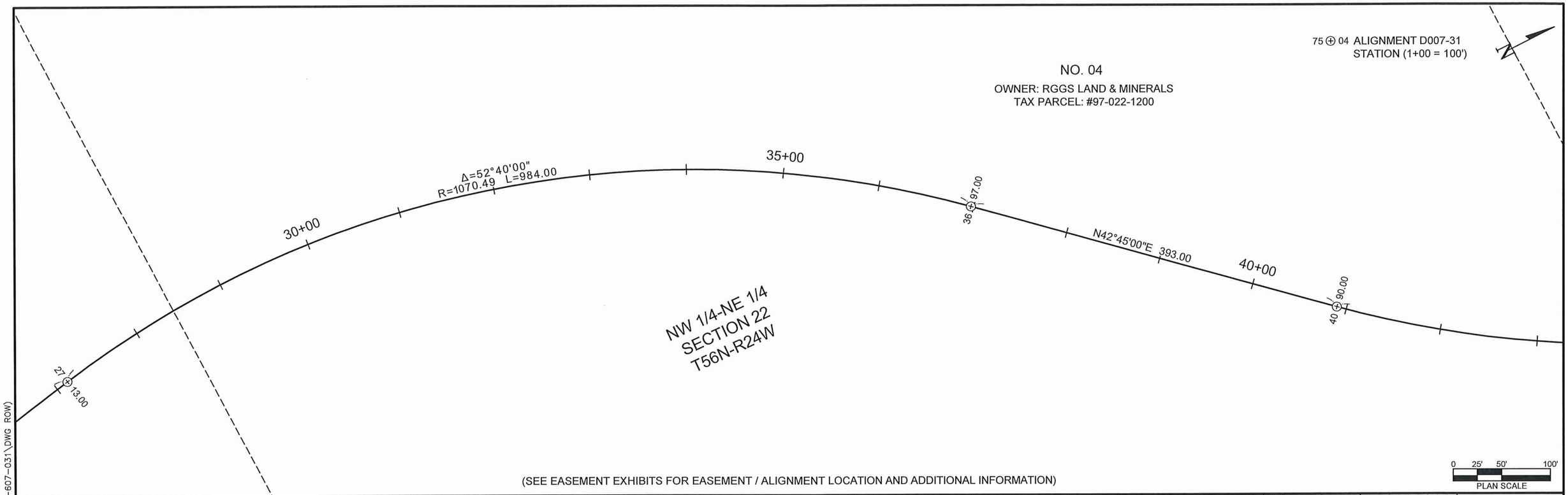
CL. CULVERT
INLET EL. 1313.8
OUTLET EL. 1313.7

	14+00	15+00	16+00	17+00	18+00	19+00	20+00	21+00	22+00	23+00	24+00	25+00	26+00	27+00	28+00
Exist:	1324.22	1324.15	1324.31	1323.57	1322.98	1322.90	1321.85	1321.40	1321.00	1320.28	1320.20	1319.54	1319.42	1320.76	1323.56
Plan:	**1325.12**	**1325.59**	**1325.52**	**1324.95**	**1324.30**	**1323.65**	**1323.00**	**1322.36**	**1321.71**	**1321.06**	**1320.41**	**1319.82**	**1319.90**	**1320.84**	**1322.63**

75 ⊕ 04 ALIGNMENT D007-31
STATION (1+00 = 100')

NO. 04

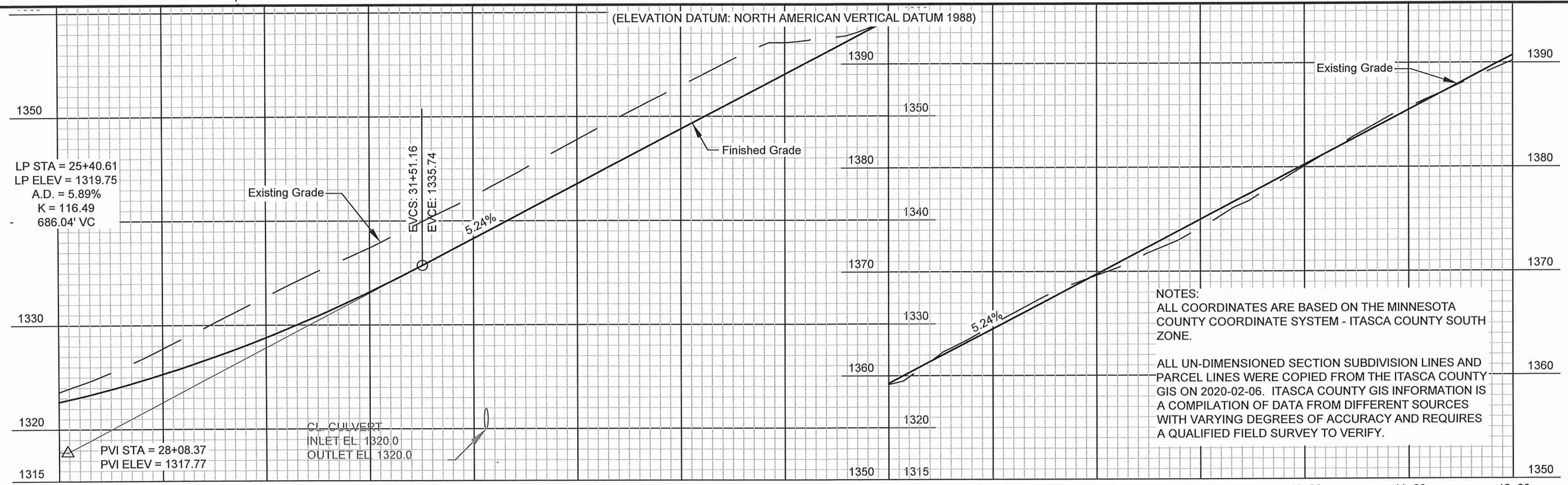
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-1200



(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

0 25' 50' 100'
PLAN SCALE

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)



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

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

	28+00	29+00	30+00	31+00	32+00	33+00	34+00	35+00	36+00	37+00	38+00	39+00	40+00	41+00	42+00
Exist:	1323.56	1327.74	1332.74	1337.42	1342.36	1347.79	1352.95	1357.09	1359.18	1364.91	1369.64	1374.19	1380.09	1385.75	1390.20
Plan:	**1322.63**	**1325.29**	**1328.80**	**1333.17**	**1338.30**	**1343.54**	**1348.78**	**1354.03**	**1359.27**	**1364.51**	**1369.75**	**1374.99**	**1380.24**	**1385.48**	**1390.72**

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 28+00 – 42+00

75 ⊕ 04 ALIGNMENT D007-31
STATION (1+00 = 100')

N

SW 1/4-SE 1/4
SECTION 15
T56N-R24W

NO. 07
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-015-4300

Δ=41°25'00"
R=1070.75 L=774.00

45+00

48 ⊕ 64.00

50+00

N01°20'00"E 809.00

55+00

N01°20'00"E

ALIGNMENT D007-31
STATION: 56+73.00
N: 210820.04
E: 590906.50

NORTHERLY
EXTENSION TO
ALIGNMENT D007-31

NO. 06
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-015-4400

SE 1/4-SE 1/4
SECTION 15
T56N-R24W

0 25' 50' 100'
PLAN SCALE

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

NOTE:
PROFILE GRADE
CONTINUES NORTHERLY
AT 0.57% TO END OF
EASEMENT

1420
1410
1400
1390
1380

Existing Grade
Finished Grade
EVCE: 1406.30
EVCS: 46+99.49
0.57%
PVI STA = 44+72.39
PVI ELEV = 1405.00
BVCE: 1393.09
BVCS: 42+45.28
3.24%
A.D. = -4.67%
K = 97.25
454.21' VC
HP STA = 46+99.49
HP ELEV = 1406.30

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

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

	42+00	43+00	44+00	45+00	46+00	47+00	48+00	49+00	50+00	51+00	52+00	53+00	54+00	55+00	56+00	56+73
Exist:	1390.20	1394.39	1398.16	1400.83	1403.13	1404.94	1406.09	1406.27	1406.97	1407.79	1408.39	1408.88	1409.69	1410.39	1411.25	1411.86
Plan:	**1390.72**	**1395.81**	**1399.97**	**1403.11**	**1405.22**	**1406.30**	**1406.87**	**1407.44**	**1408.02**	**1408.59**	**1409.16**	**1409.73**	**1410.30**	**1410.87**	**1411.45**	**1411.86**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 42+00 – 56+73	Sheet No. 04 of 04 Sheets

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2165

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Bonding Resolution

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Bridge Bonding (Revised 1/20/2022).

BACKGROUND:
Periodically we must update the bridge bonding resolution for various reasons, such as the addition or completion of projects, change of year of construction, etc. The resolution is required by MnDOT as one of the first steps in obtaining bridge bonding funds from the State.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 1, 2022

RESOLUTION

RE: BRIDGE BONDING (REVISED 1/20/2022)

WHEREAS, Itasca County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supply by local citizenry and local units of government; and

WHEREAS, Itasca County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five (5) years.

NOW THEREFORE BE IT RESOLVED, that the following bridges are high priority and Itasca County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available:

Bridge Number	Route Number	Estimated Project Cost	Federal Funds	Local Funds	Bond Funds Needed	Construction Year
88201	CR 149	$565,000	-0-	$200,000	$365,000	2022
7108	CR 336	$1,000,000	-0-	$150,000	$850,000	2023
93290	CR 336	$1,000,000	-0-	$150,000	$850,000	2023
7109	CSAH 70	$600,000	-0-	$100,000	$500,000	2024
7110	CSAH 70	$400,000	-0-	$50,000	$350,000	2024
31513	CSAH 61	$1,000,000	-0-	$500,000	$500,000	2024
88167	Taconite Ave	$250,000	-0-	$50,000	$200,000	2025
7026	CR 439	$400,000	-0-	$50,000	$350,000	2025
7027	CSAH 68	$500,000	-0-	$100,000	$400,000	2025
7146	CSAH 17	$600,000	-0-	$100,000	$500,000	2026
88193	CR 140	$500,000	-0-	$100,000	$400,000	2026
88246	CSAH 80	$1,000,000	-0-	$200,000	$800,000	2027
31507	CSAH 71	750,000	-0-	$150,000	$600,000	2027

BE IT FURTHER RESOLVED, Itasca County does hereby request authorization to replace,

rehabilitate, or remove such bridges; and

BE IT FURTHER RESOLVED, Itasca County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2177

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
Amendment 1 to MnDOT Detour Agreement No 1045892

BOARD ACTION REQUESTED:
Approve amendment Number 1 to the TH 2 Detour Agreement and authorize the necessary signatures.

BACKGROUND:
MnDOT performed grading, bituminous milling, bituminous reclamation and bituminous surfacing construction from 0.4 miles east of Bridge 31032 over the Prairie River to 1.97 miles east of TH 65, except the limits of the City of Warba in the summer of 2021. A detour route utilizing CSAH 3 was required for the duration of the project and approved by County Board action on February 8, 2021. There was an error in the maintenance payment language that must be corrected before the state will pay Itasca County. The payment amount is not changing. Itasca County will receive $78,839.53 for this detour.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 1045892-1 Agr Itasca Co
2. 1045892 Detour Agr FULLY EXECUTED

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
AMENDMENT NO. 1

State Project Number (S.P.): **3104-60**
State Project Number (S.P.): **3105-16**
Trunk Highway Number (T.H.): **2=008**

Original Amount Encumbered
$78,839.53

Amended Amount Encumbered
$0.00

Total Obligation
$78,839.53

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

Recitals

1. The State has a contract with the County identified as MnDOT Contract No. 1045892 ("Original Contract") to provide payment by the State to the County for the road life consumed by and maintenance of a detour required to carry Trunk Highway No. 2 traffic during construction performed under State Project No. 3104-60 (T.H. 2=008); and
2. This Agreement is amended to correct the Basis of State Maintenance Cost; and
3. The State and the County are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Article 2.3.B is deleted in its entirety and replaced as follows:

B. Maintenance Costs. The State's detour maintenance cost will be computed by multiplying $500.00 times the county road length in miles times the detour duration in months. Fractional miles and fractional months will be used in computing the State's cost.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000571585

ITASCA COUNTY

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

By: _____

Title: County Board Chair

Date: _____

By: _____

Title: County Board Clerk

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 9, 2021

RESOLUTION 2021-5

RE: MnDOT DETOUR AGREEMENT NO. 1045892

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 3 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator

MnDOT Contract No.: **1045892**

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 2 Detour

State Project Number (S.P.): **3104-60**
State Project Number (S.P.): **3105-16**
Trunk Highway Number (T.H.): **2=008**

Original Amount Encumbered
$78,839.53

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

Recitals

1. The State is about to perform grading, bituminous milling, bituminous reclamation, and bituminous surfacing construction upon, along, and adjacent to Trunk Highway No.2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008); and
2. The State requires a detour to carry T.H. 2 traffic on County State Aid Highway No. 3 during the construction; and
3. The County is willing to maintain the T.H. 2 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. ***Detour.***

A. ***Location(s).*** The State will establish the T.H. 2 detour route on the following County road(s) as detailed in the project plans or Special Provisions:

County State Aid Highway (C.S.A.H.) No. 3 for a total distance of 18.2 miles.

B. ***Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the

County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

A. ***Axle Loads and Over-Dimension Loads.*** The County will permit 9-ton axle loads on the detour route. Over-dimension loads will be allowed by MnDOT permit.

B. ***Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.

C. ***Duration.*** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. ***Maintenance.***

A. The County will maintain the portion of the detour that is on City streets/County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Duluth.

B. ***County's Failure to Adequately Maintain.*** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 2 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3. ***Basis of State Cost.***

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

i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.

ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

B. ***Maintenance Costs.*** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

3. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

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

The State's estimated cost for the road life consumed by the detour is based on the data below:

Tax Factor	ADT	Road Length (Miles)	Duration (Days)	Cost
0.00513	4010	18.2	117	$43,804.53
			Road Life Consumed Amount:	$43,804.53

3.2. ***For Maintenance.*** **$35,035.00** is the State's estimated cost for detour maintenance based on $500.00 multiplied times a County road length of 18.2 miles times a detour duration of 3.85 months.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3. ***Total Payment and Maximum Obligation.***

A. **$78,839.53** is the State's estimated payment for road life consumed (**$43,804.53**) and maintenance (**$35,035.00**).

B. **$120,000** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

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

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 2 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

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

5.1. The State's Authorized Representative will be:

Name, Title: Morris Luke, Assistant District Traffic Engineer (or successor)
Address: 1123 Mesaba Ave., Duluth, MN 55811
Telephone: (218) 725-2778
E-Mail: morris.luke@state.mn.us

5.2. The County's Authorized Representative will be:

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

6. Assignment; Amendments, Waiver; Contract Complete

6.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

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

8. State Audits

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

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

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

11. Termination; Suspension

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

11.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

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

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

12. Force Majeure

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

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: Nicole Peszynski Digitally signed by Nicole Peszynski Date: 2021.02.22 10:07:42 -06'00'

Date:

SWIFT Purchase Order: 3000571585

ITASCA COUNTY

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

By: Burl ives (Feb 12, 2021 12:30 CST)

Title: County Board Chair

Date: Feb 12, 2021

By: Brett Skyles (Feb 12, 2021 13:21 CST)

Title: County Board Clerk

Date: Feb 12, 2021

DEPARTMENT OF TRANSPORTATION

Approved:

By: Duane Hill Digitally signed by Duane Hill Date: 2021.01.20 12:52:31 -06'00'

(District Engineer)

Date:

COMMISSIONER OF ADMINISTRATION

By: Ryan Gaulke Digitally signed by Ryan Gaulke Date: 2021.02.26 11:10:48 -06'00'

(With Delegated Authority)

Date:

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 9, 2021

RESOLUTION 2021-5

RE: MnDOT DETOUR AGREEMENT NO. 1045892

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 3 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator

PLEASE SIGN: MnDOT Detour Agreement No 1045892

Final Audit Report 2021-02-12

Created:	2021-02-12
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsaseMsGrEFogCobAlbGUTpWg8Bglzpml

"PLEASE SIGN: MnDOT Detour Agreement No 1045892" History

Document created by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2021-02-12 - 4:10:15 PM GMT- IP address: 205.149.148.138

Document emailed to Burl ives (burl.ives@co.itasca.mn.us) for signature
2021-02-12 - 4:11:55 PM GMT

Email viewed by Burl ives (burl.ives@co.itasca.mn.us)
2021-02-12 - 6:29:40 PM GMT- IP address: 156.99.197.216

Document e-signed by Burl ives (burl.ives@co.itasca.mn.us)
Signature Date: 2021-02-12 - 6:30:37 PM GMT - Time Source: server- IP address: 156.99.197.216

Document emailed to Brett Skyles (brett.skyles@co.itasca.mn.us) for signature
2021-02-12 - 6:30:39 PM GMT

Email viewed by Brett Skyles (brett.skyles@co.itasca.mn.us)
2021-02-12 - 7:20:33 PM GMT- IP address: 205.149.148.138

Document e-signed by Brett Skyles (brett.skyles@co.itasca.mn.us)
Signature Date: 2021-02-12 - 7:21:00 PM GMT - Time Source: server- IP address: 205.149.148.138

Agreement completed.
2021-02-12 - 7:21:00 PM GMT

Adobe Sign

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2180

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 59602 - City of Bigfork - Ash Street/Rajala Mill Rd. Reconstruction Final Payment Request

BOARD ACTION REQUESTED:
Approve final payment for the City of Bigfork - Ash Stree/Rajala Mill Rd., a road reconstruction project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:
Casper Construction, Inc. has completed the road reconstruction project on Ash Street and Rajala Mill Rd. in Bigfork and it is recommended that final payment be processed.

Bid Amount: $731,743.65
Final Amount: $682,145.30

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Contract 59602 - Closeout Packet for Board

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-596-002

County of Itasca

Contract No.: 59602

The County Board of Itasca County hereby recognizes that the work done by Casper Construction, Inc. of Grand Rapids, MN, under contract with Itasca County, made and entered into on March 23, 2021, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

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

Dated: _____, 2022

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-596-002
City of Bigfork – Ash Street/Rajala Mill Rd. Reconstruction

Name of Contractor: Casper Construction, Inc.

Contract No.: 59602

Total Value of Work: $682,145.30

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

1-21-2022
Date

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

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 031-596-002
Pay Request Number: 5

Project Number	Project Description
031-596-002	Bigfork - Ash Street/Rajala Mill Rd. - Reconstruction

Contractor:	Casper Construction, Inc. 212 SE 10th Street Grand Rapids, MN 55744	**Vendor Number:** **Up To Date:**	000107790 01/20/2022

Contract Amount		**Funds Encumbered**	
Original Contract	$731,743.65	Original	$731,743.65
Contract Changes	$19,957.85	Additional	N/A
Revised Contract	$751,701.50	Total	$731,743.65

Work Certified To Date	
Base Bid Items	$662,187.45
Contract Changes	$19,957.85
Material On Hand	$0.00
Total	$682,145.30

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$682,145.30	$0.00	$648,038.03	$34,107.27	$682,145.30
	Percent: Retained: 0%			Percent Complete: 90.75%	

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

Approved By
Rachel Metelak
County/City/Project Engineer

1/21/2022
Date

Approved By Casper Construction, Inc.
Tom Ahn
Contractor

01/20/2022
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-06-28	$285,511.90	$14,275.60	$271,236.30
2	2021-07-28	$138,300.10	$6,915.00	$131,385.10
3	2021-08-06	$234,271.65	$11,713.58	$222,558.07
4	2021-11-02	$24,061.65	$1,203.09	$22,858.56
5	2022-01-20	$0.00	($34,107.27)	$34,107.27

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-Participating		$54,707.85	$0.00	$51,972.46	$2,735.39	$54,707.85
Participating		$627,437.45	$0.00	$596,065.57	$31,371.88	$627,437.45

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	LRIP	$31,371.88			$627,437.45
2	IRRRB	$2,735.39			$54,707.85

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	$41,000.00	1	0	$0.00	1	$41,000.00
Base Bid	2	2104.502	SALVAGE SIGN	EACH	$40.00	5	0	$0.00	5	$200.00
Base Bid	3	2104.503	REMOVE CURB & GUTTER	LIN FT	$2.00	48	0	$0.00	15	$30.00
Base Bid	4	2104.503	REMOVE PIPE CULVERTS	LIN FT	$4.50	703	0	$0.00	686	$3,087.00
Base Bid	5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	$2.00	630	0	$0.00	601	$1,202.00
Base Bid	6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.00	6236	0	$0.00	6439	$6,439.00
Base Bid	7	2105.604	GEOGRID	SQ YD	$4.00	5700	0	$0.00	5700	$22,800.00
Base Bid	8	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	$3.00	663	0	$0.00	663	$1,989.00
Base Bid	9	2106.507	EXCAVATION - COMMON (P)	CU YD	$14.00	3296	0	$0.00	3296	$46,144.00
Base Bid	10	2112.519	SUBGRADE PREPARATION	RDST	$180.00	18	0	$0.00	18	$3,240.00
Base Bid	11	2118.509	AGGREGATE SURFACING CLASS 5	TON	$24.50	466	0	$0.00	386	$9,457.00
Base Bid	12	2123.51	MOTOR GRADER	HOUR	$200.00	10	0	$0.00	10	$2,000.00
Base Bid	13	2123.51	ROLLER	HOUR	$155.00	10	0	$0.00	10	$1,550.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2211.509	AGGREGATE BASE (CV) CLASS 5	TON	$19.25	5136	0	$0.00	5136	$98,868.00
Base Bid	15	2215.504	FULL DEPTH RECLAMATION - 6 inch	SQ YD	$1.10	4260	0	$0.00	4469	$4,915.90
Base Bid	16	2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH	$18.00	12	0	$0.00	0	$0.00
Base Bid	17	2357.506	BITUMINOUS MATERIAL TACK COAT	GAL	$3.00	567	0	$0.00	567	$1,701.00
Base Bid	18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$88.00	2572	0	$0.00	2356.24	$207,349.12
Base Bid	19	2451.507	GRANULAR BACKFILL (CV)	CU YD	$36.50	70	0	$0.00	105	$3,832.50
Base Bid	20	2501.502	12" GS PIPE APRON	EACH	$175.00	18	0	$0.00	20	$3,500.00
Base Bid	21	2501.502	12" RC PIPE APRON	EACH	$1,015.00	4	0	$0.00	4	$4,060.00
Base Bid	22	2501.502	15" GS PIPE APRON	EACH	$200.00	4	0	$0.00	2	$400.00
Base Bid	23	2501.502	15" RC PIPE APRON	EACH	$1,180.00	6	0	$0.00	6	$7,080.00
Base Bid	24	2501.503	12" CS PIPE CULVERT	LIN FT	$33.00	324	0	$0.00	362	$11,946.00
Base Bid	25	2501.503	12" RC PIPE CULVERT	LIN FT	$57.25	58	0	$0.00	58	$3,320.50
Base Bid	26	2501.503	15" CS PIPE CULVERT	LIN FT	$47.75	38	0	$0.00	38	$1,814.50
Base Bid	27	2501.503	15" RC PIPE CULVERT	LIN FT	$53.25	108	0	$0.00	112	$5,964.00
Base Bid	28	2501.503	INSTALL 15" CS PIPE CULVERT	LIN FT	$22.00	58	0	$0.00	0	$0.00
Base Bid	29	2502.502	4" PRECAST CONCRETE HEAD WALL	EACH	$400.00	4	0	$0.00	3	$1,200.00
Base Bid	30	2502.503	4" PERF TP PIPE DRAIN	LIN FT	$13.00	1350	0	$0.00	1349	$17,537.00
Base Bid	31	2503.618	4" INSULATION	SQ FT	$8.75	352	0	$0.00	320	$2,800.00
Base Bid	32	2504.602	ADJUST GATE VALVE & BOX	EACH	$400.00	1	0	$0.00	4	$1,600.00
Base Bid	33	2504.602	ADJUST GATE VALVE & BOX	EACH	$400.00	4	0	$0.00	8	$3,200.00
Base Bid	34	2506.602	ADJUST FRAME AND RING CASTING	EACH	$775.00	6	0	$0.00	6	$4,650.00
Base Bid	35	2506.602	ADJUST FRAME AND RING CASTING	EACH	$775.00	1	0	$0.00	0	$0.00
Base Bid	36	2521.518	4" CONCRETE WALK	SQ FT	$5.40	3827	0	$0.00	4121	$22,253.40

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	37	2521.518	6" CONCRETE WALK	SQ FT	$6.80	2695	0	$0.00	2365	$16,082.00
Base Bid	38	2521.518	8" CONCRETE WALK	SQ FT	$8.00	851	0	$0.00	1135	$9,080.00
Base Bid	39	2531.503	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	$18.80	1992	0	$0.00	1991	$37,430.80
Base Bid	40	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	$26.00	48	0	$0.00	0	$0.00
Base Bid	41	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$74.00	32	0	$0.00	18.7	$1,383.80
Base Bid	42	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$80.00	27	0	$0.00	27	$2,160.00
Base Bid	43	2531.604	CONCRETE DRAINAGE FLUME	SQ YD	$250.00	6	0	$0.00	6	$1,500.00
Base Bid	44	2531.618	TRUNCATED DOMES	SQ FT	$52.00	44	0	$0.00	44	$2,288.00
Base Bid	45	2563.601	TRAFFIC CONTROL	LUMP SUM	$2,400.00	1	0	$0.00	1	$2,400.00
Base Bid	46	2564.502	INSTALL SIGN	EACH	$140.00	5	0	$0.00	5	$700.00
Base Bid	47	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	$500.00	1	0	$0.00	1	$500.00
Base Bid	48	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$2,500.00	1	0	$0.00	0	$0.00
Base Bid	49	2573.502	CULVERT END CONTROLS	EACH	$90.00	20	0	$0.00	16	$1,440.00
Base Bid	50	2573.502	STORM DRAIN INLET PROTECTION	EACH	$100.00	1	0	$0.00	0	$0.00
Base Bid	51	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	$4.00	1973	0	$0.00	2039	$8,156.00
Base Bid	52	2574.507	COMMON TOPSOIL BORROW (CV)	CU YD	$50.00	160	0	$0.00	0	$0.00
Base Bid	53	2575.501	TURF ESTABLISHMENT	LUMP SUM	$5,000.00	1	0	$0.00	1	$5,000.00
Base Bid	54	2575.523	RAPID STABILIZATION METHOD 3	M GALL ON	$800.00	40	0	$0.00	0	$0.00
Base Bid	55	2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	$2.25	663	0	$0.00	712.5	$1,603.13
Base Bid	56	2575.604	ROLLED EROSION PREVENTION CATEGORY 74	SQ YD	$10.00	40	0	$0.00	0	$0.00
Base Bid	57	2582.503	4" DASHED LINE multi comp	LIN FT	$0.60	674	0	$0.00	675	$405.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	58	2582.503	4" SOLID LINE multi comp	LIN FT	$0.40	6714	0	$0.00	6072	$2,428.80
Base Bid	69	2465.601	RELOCATE UTILITY	LS	$30,000.00	1	0	$0.00	0.75	$22,500.00
Base Bid Totals:								**$0.00**		**$662,187.45**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
031-596-002	Participating	$0.00	$627,437.45
031-596-002	Non Participating	$0.00	$34,750.00

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-596-002	CO	1	70	2504.603	INSTALL WATERMAIN	L F	$397.93	21.5	0	$0.00	21.5	$8,555.50
031-596-002	CO	2	71	2105.607	STOCKPILE CONTAMINATED SOIL (LV) (SpecBook 16 item used only for bid-history pricing)	C Y	$33.24	343	0	$0.00	343	$11,402.35
Contract Change Totals:										**$0.00**		**$19,957.85**

Contract Total	**$682,145.30**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
2	Casper Const does extra work related to excavating, loading, transporting and handling appx 343 CY of contaminated soils from watermain and sanitary sewer work at Ash St sta 100+70. Soils assumed to be contaminated were hauled to nearby stockpile location at Rajala Mill. Majority of Work was done on 6/24 and 6/25. MPCA was notified on 6/24. Material testing/sampling was completed on site on 6/25.	$0.00	$11,402.35
1	Casper Const does extra work on city watermain at Ash St appx sta 101+35; city tried to isolate watermain repair area (appx sta 100+70) and found that GV for north leg (river crossing) was missing, and there was no GV at the hydrant at sta 101+40. City asked Casper to repair 8" pvc watermain, install 8x8x8 tee, install GV and box, 8x6 reducer, blocking, etc. Work was done on June 24, 2021.	$0.00	$8,555.50

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2204

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bid Award for Contract 66010 - CSAH 60, CSAH 7, & Shamrock Drive - Road Reconstruction Projects

BOARD ACTION REQUESTED:
Award Contract 66010 for CSAH 60 - Grading, Aggregate Base & Bituminous Surfacing, CSAH 60 - Bituminous Paving & Aggregate Shouldering, CSAH 7 - Grading, Aggregate Base & Bituminous Surfacing, and City of Taconite - Shamrock Drive - Street Improvements to William J. Schwartz and Sons, Inc. in the amount of $4,140,647.19 and authorize the required signatures on the contract documents.

BACKGROUND:
Bids were opened on January 25, 2022 at 11:00 a.m. Results of that bid opening are provided below:

Engineer's Estimate	4,010,011.99
William J. Schwartz and Sons, Inc.	4,125,650.79
Casper Construction, Inc.	4,454,000.00
Ulland Brothers, Inc.	4,477,893.30
TNT CONSTRUCTION GROUP LLC	4,478,900.00
KGM Contractors, Inc.	4,922,663.85
Shamrock Drive - Alternate 1	14,996.40

The City of Taconite would like to proceed with awarding Alternate 1 along with the base bid, totaling $4,140,647.19 for Contrat 66010

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CONTRACT 66010 - unsigned

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

CONTRACT 66010
CSAH 7 – GRADING, AGGREGATE BASE & BITUMINOUS SURFACING
CSAH 60 - GRADING, AGGREGATE BASE & BITUMINOUS SURFACING
CSAH 60 – BITUMINOUS PAVING & AGGREGATE SHOULDERING
CITY OF TACONITE – SHAMROCK DRIVE – STREET IMPROVEMENTS

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

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

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this 8th day of February, 2022 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and William J. Schwartz and Sons, Inc. of Bovey MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of the CSAH 60, CSAH 7 and Shamrock Drive road reconstruction projects, as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after April 4, 2022, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

June 15, 2023

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

Dated at 4:00 P.M. , this 8th , day of February , 2022

County of Itasca

By: _____

Terry Snyder, Chairperson County Board

_____

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: _____

William J. Schwartz and Sons, Inc. Contractor

Approved as to form and execution this _____ Day of _____ , 2022

_____

Matti Adam, County Attorney

_____

Brett Skyles, Clerk of County Board

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2203

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Vic Williams

AGENDA ITEM:
Snowmobile Safety Enforcement Grant Agreement FY21-23

BOARD ACTION REQUESTED:
Authorize the Itasca County Board Chair Terry Snyder and Itasca County Administrator Brett Skyles to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2022 & FY2023.

BACKGROUND:
This is a two year grant agreement that will compensate up to $8,868.00 each year for the next two years (total grant $17,736.00). This grant helps cover the extra costs associated with snowmobile patrol and conducting educational programs in Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ITASCA COUNTY - SSE GRANT CONTRACT

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

Itasca County Sheriff's Office

Encumbrance Form

GENERAL INFORMATION:

Requestor:	**Chuck Niska**
Description:	**SNOWMOBILE SAFETY ENFORCEMENT GRANT**

CONTRACT INFORMATION:

anna.cass@co.itasca.mn.us

Total Contract Amount:	**$ 17,736.00**
Effective Date:	**July 1, 2021**
Expiration Date:	**June 30, 2023**
Vendor Name:	**Itasca County Sheriff's Office**
Vendor Address:	**440 NE 1st Avenue, Grand Rapids, MN 55744**
Vendor #	**0000197296 001**
Contract #:	206580
PO #:	**FY2022:** 3-203161 **FY2023:**

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2022		2101	R2937714	R297404	441302	27822		$ 8,868.00
2023		2101	R2937714	R297404	441302	27822		$ 8,868.00
INCOMING GRANTS OR PROJECT COSTING *(IF APPLICABLE)*		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						84101501		$ 8,868.00
Line 2								
Line 3								

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Itasca County Sheriff's Office, 440 NE 1st Avenue, Grand Rapids, MN 55744 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.024, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Article 1, Section 3, Subdivision 7(d), is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile enforcement laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract 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.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date:***
July 1, 2021. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 ***Expiration date:***
June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.***
The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Notwithstanding Minn.Stat.§ 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement unless otherwise provided.

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 be reimbursed once annually, for only eligible **Snowmobile Safety Enforcement (SSE) Safety Grant** activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY.**
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, 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 as follows:

(a) Compensation

The Grantee will be reimbursed up to **$ 8,868.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 (the effective date of the grant) and June 30, 2022, and **$ 8,868.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **$ 17,736.00**

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 must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**.
Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**.

Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

Eligible reimbursement costs may not exceed **$ 8,868.00** prior to July 1, 2023.
Eligible reimbursement costs may not exceed **$ 8,868.00** prior to July 1, 2024.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. 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 Anna Cass, Itasca County Sheriff's Office, 440 NE 1st Avenue, Grand Rapids, MN 55744 218-327-7421, anna.cass@co.itasca.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 ***Assignment***

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 ***Amendments***

Any amendments to this grant contract 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, or their successors in office.

7.3 ***Waiver***

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Complete***

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, 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 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.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant 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 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.

10 Government Data Practices and Intellectual Property Rights

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, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. 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 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.

12 Publicity and Endorsement

12.1 ***Publicity***

Any publicity regarding the subject matter of this grant contract 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Endorsement***

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 ***Termination by the State***

The State may immediately terminate this grant contract 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.

14.2 ***Termination for Cause***

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, 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.

14.3 ***Termination for Insufficient Funding***

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(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 contract 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.

14.4 ***Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.***

15 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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. '' 16A.15 and 16C.05

Signed: Tara Rose Digitally signed by Tara Rose Date: 2022.01.20 16:37:02 -06'00'

Date:

SWIFT Contract/PO No(s). 206580/3-203161

2. GRANTEE

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

By:

Title:

Date:

By:

Title:

Date:

3. STATE AGENCY

By:

(with delegated authority)

Title:

Date:

Distribution:
Agency
Grantee
State's Authorized Representative

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2205

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Vic Williams

AGENDA ITEM:
Off Highway Vehicle Enforcement Grant Agreement FY21-23

BOARD ACTION REQUESTED:
Authorize Board Chair Terry Snyder and Administrator Brett Skyles to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

BACKGROUND:
This grant agreement will compensate for up to $20,423.00 each year for the next two years (total grant $40,846.00). This grant helps cover the extra costs associated with OHV patrol in Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ITASCA COUNTY - OHV GRANT CONTRACT

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

Encumbrance Form

GENERAL INFORMATION:

Requestor: Chuck Niska
Description: Off Highway Vehicle Safety Grant

CONTRACT INFORMATION:

Vic.Williams@co.itasca.mn.us

Total Contract Amount:	**$40,846.00**
Effective Date:	**July 1, 2021**
Expiration Date:	**June 30, 2023**
Vendor Name:	**Itasca County Sheriff's Office**
Vendor Address:	**123 NE 4TH ST, Grand Rapids, MN 55744**
Vendor #	**0000197296 001**
Contract #:	206869
PO #:	**FY2022:** 3-203381 **FY2023:**

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	ApproplD	Account	CC1	CC2	Amount
2022		**2102**	**R2937714**	**R297401**	**441302**	**27842**		**$ 20,423.00**
2023		**2102**	**R2937714**	**R297401**	**441302**	**27842**		**$ 20,423.00**

INCOMING GRANTS OR PROJECT COSTING *(IF APPLICABLE)*		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						**84101501**		**$ 20,423.00**
Line 2								
Line 3								
Line 4								
Line 5								
Line 6								
Line 7								

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Itasca County Sheriff's Office, 123 NE 4TH ST, Grand Rapids, MN 55744 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927- For OHV only), and (84.83 for snowmobile safety only) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Chapter 6,Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract 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.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date:***
July 1, 2021. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 ***Expiration date:***
June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.***
The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 ***Incur Expenses.***
Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f).

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 be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY.**
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Off Highway Vehicle Enforcement work

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, 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 as follows:

(a) Compensation

The Grantee will be reimbursed up to **$ 20,423.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 and June 30, 2022, and **$ 20,423.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **$ 40,846.00.**

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 must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**. Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

Eligible reimbursement costs may not exceed **$ 20,423.00** prior to July 1, 2022.

Eligible reimbursement costs may not exceed **$ 20,423.00** prior to July 1, 2023.

6 Authorized Representative

The State's Authorized Representative is **Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us**, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. 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 Williams, 123 NE 4TH ST, Grand Rapids, MN 55744, (218) 326-3477, vic.williams@co.itasca.mn.us.** If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 ***Assignment***

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 ***Amendments***

Any amendments to this grant contract 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, or their successors in office.

7.3 ***Waiver***

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Complete***

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, 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 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.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant 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 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.

10 Government Data Practices and Intellectual Property Rights

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, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. 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 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.

12 Publicity and Endorsement

12.1 ***Publicity***

Any publicity regarding the subject matter of this grant contract 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Endorsement***

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 ***Termination by the State***

The State may immediately terminate this grant contract 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.

14.2 ***Termination for Cause***

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, 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.

14.3 ***Termination for Insufficient Funding***

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(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 contract 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.

14.4 ***Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.***

15 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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. '' 16A.15 and 16C.05

Signed: Tara Rose Digitally signed by Tara Rose Date: 2022.01.26 08:46:57 -06'00'

Date:

SWIFT Contract/PO No(s). 206869/3-203381

2. GRANTEE

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

By:

Title:

Date:

By:

Title:

Date:

3. STATE AGENCY

By:

(with delegated authority)

Title:

Date:

Distribution:
Agency
Grantee
State's Authorized Representative

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1955

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

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2212

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Leo Trunt, Ben DeNucci, Shane Zahrt

AGENDA ITEM:
Highway 169 Cross Range Expressway

BOARD ACTION REQUESTED:
Receive proposal from Shane Zahrt, Flaherty & Hood, regarding consultation and legislative services to promote the Highway 169 cross range expressway.

BACKGROUND:
Completing the double lane on Highway 169 between Grand Rapids and Nashwauk has been a legislative priority in Itasca County for many years. Seeing the success of the Highway 14 coalition in southern MN, supported by the efforts of Flaherty & Hood, lends credibility to the coalition process. Igniting the organizational and legislative action it will take to complete the crossway is being examined and the proposal outlines that process.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Updated 1.26.2022 - Itasca-Cross Range Expressway Draft Proposal

02/01/2022

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 02/08/2022 2:30 PM**

FLAHERTY | HOOD P.A.

Meeting the government relations needs of

Itasca County

Contact Information:
Bradley Peterson, Shareholder/Lobbyist

525 Park Street, Suite 470
Saint Paul, MN 55103
Phone: 651-225-8840
Email: bmpeterson@flaherty-hood.com

January 26, 2022

January 26, 2022

Brett Skyles
County Administrator
123 NE 4th Street
Grand Rapids, MN 55744

Dear Mr. Skyles,

Flaherty & Hood, P.A. ("the Firm') is pleased to submit this proposal to express our sincere interest in representing Itasca County ("the County") in its efforts to advocate for improvements to the Highway 169 corridor.

Based on our discussions, this agreement contemplates a structure in which the Firm will provide government relations, lobbying, and research services designed to advance the County's legislative priority of safety and freight movement improvements to the sections of Highway 169 that connect numerous Iron Range communities. Meanwhile, the Firm will also assist and advise the County in continuing to evaluate options to assemble a coalition or partnership of public and private entities to advocate collectively for this project, following the successful model employed by other corridor coalitions.

Since the founding of our Firm, Flaherty & Hood's mission has been to give a voice at the Capitol to local governments—particularly in Greater Minnesota—who are facing important and complex challenges that require action or funding from the state. This proposal outlines our firm's qualifications, the scop of work we would envision for this engagement, and other contract details.

We are confident that our decades of experience at the Capitol, and particularly our past success in tackling complex transportation challenges through groups like the U.S. Highway 14 Partnership and Coalition of Greater Minnesota Cities, position Flaherty & Hood to help Itasca County advance its goals.

Summary of Qualifications

Firm Overview

Flaherty & Hood is a full-service law and lobbying firm serving clients from across Minnesota since 1992. Over the course of our history, Flaherty & Hood has served a diverse set of clients, with a particular focus on local governments. Our government relations practice has historically focused on issues related to property taxes, transportation, economic development, environmental regulation, energy, and land use.

Flaherty & Hood employs 25 attorneys and staff members, with offices in Saint Paul and Winona, Minnesota. Our lobbying team includes three licensed attorneys, two graduates of the Humphrey School of Public Affairs at the University of Minnesota, and four former state legislators. Former Senate Assistant Minority Leader Erik Simonson and former House Minority Leader Marty Seifert are directly employed by our firm. We also maintain a contract relationship with former House Ways and Means Chair Loren Solberg and former House Capital Investment Chair Dan Dorman, who assist our clients on an as-needed basis.

In addition to traditional lobbying capabilities, our team also includes an on-staff policy analyst whose primary focus is to analyze data, work with various state funding formulas, and use analytical tools to find solutions for our clients. We also have an on-staff media and communications team that provides strong writing, media, graphic design, and other communications services.

Flaherty & Hood has a long record of success in utilizing a team-based approach to legislative advocacy. We assign work amongst our team by balancing the considerations of each attorney or lobbyist's area of expertise and relationships with legislators, staff, or agency contacts. We manage each team member's workload so that every client is guaranteed high-quality and timely service. For all our clients, we assign a lead lobbyist who is backed by another staff member who is well-versed in the client's needs. This approach, as well as the size and adaptability of Flaherty & Hood's legislative team, allows us to be nimble and responsive to client needs, including on short notice and when the legislative calendar requires urgent attention to pressing and time-sensitive needs.

Transportation Advocacy

As the County is aware, Flaherty & Hood has worked with the U.S. Highway 14 Partnership since the current iteration of that group was formed in 1998. Highway 14 was an extremely dangerous 2-lane highway in southern Minnesota, and residents have been advocating for the expansion of the highway for decades. In fact, the first construction to expand Highway 14 began in 1959, but it has taken more than 60 years and hundreds of millions of dollars to fund completion of the project.

Today, we are pleased to say that the final 12 miles of 2-lane Highway 14 between Nicollet and New Ulm are funded for expansion through a mix of federal and state sources that the Partnership lobbied for during the 2020 legislative session. Construction will begin on this project later this year. This comes on the heels of a November 2021 ribbon-cutting ceremony to open 12 miles between Owatonna and Dodge Center that the Partnership successfully secured funding for during the 2018 legislative session.

The efforts to expand Highway 14 only saw gradual, sporadic progress until local government leaders in that region banded together to formalize an entity that would bring together local governments, businesses, chambers of commerce, nonprofit organizations, and individuals from across the corridor. Flaherty & Hood helped these local leaders create the current version of the U.S. Highway 14 Partnership and our firm has provided legislative and organizational management services to the Partnership since its creation.

The near-completion of Highway 14 comes at a fortuitous time to enable Flaherty & Hood to partner with Itasca County to bring our expertise to advocate for another vital corridor without encountering conflicts between the two.

In addition to our work with the Highway 14 Partnership, Flaherty & Hood maintains an active presence and attention to transportation and transit issues through our representation of the Coalition of Greater Minnesota Cities, the Minnesota School Bus Operators Association, and individual transportation projects on behalf of communities across the state. For example, our firm recently advocated on behalf of the City of Annadale to receive funding to reconstruct a key intersection in that community.

Key Personnel

While additional Flaherty & Hood staff members may be called upon where it would benefit Itasca County's legislative needs, the following individuals will be primarily responsible for delivering services to the County:



Shane Zahrt, Senior Attorney/Lobbyist
As a senior attorney and lobbyist, Shane uses his knowledge of the legislative process and his background in political organizing to develop and implement successful legislative strategies on behalf of public and private sector clients.

Shane is a recognizable face at the Capitol in the areas of transportation, taxes, and economic development, with a breadth of experience working with clients who have issues that span multiple legislative committees. Since joining Flaherty & Hood, Shane has worked on behalf of clients to secure hundreds of millions of dollars in state funding for regional and local projects, including more than $200 million in state and federal dollars for improvements to U.S. Highway 14 in southern Minnesota.

Prior to joining the firm, Shane worked on political campaigns in Minnesota and North Dakota. He also served as Assistant to the North Dakota Senate Minority Leader, where he oversaw research and legislative strategy on a diverse array of issues.

Shane is a graduate of the University of North Dakota and William Mitchell College of Law. He is admitted to practice law in the state of Minnesota.



Erik Simonson, Senior Lobbyist
Erik brings years of valuable legislative, local government and non-profit experience to our clients. His key areas of expertise include taxes, transportation, bonding, economic development, environment, energy and public safety.

Erik served in the Minnesota House of Representatives from 2013 to 2016, and the Minnesota Senate from 2017 to 2020. He was elected Assistant Minority Leader of the Senate DFL Caucus in 2020 and focused heavily on issues important to Greater Minnesota and local governments throughout his entire legislative career. He retired from the Duluth Fire Department as an Assistant Chief in 2017 and has worked in top management positions in both the non-profit community and the public higher education workforce development community.

As a legislator, Erik demonstrated a willingness to engage with both sides of the political aisle to accomplish effective and pragmatic policy initiatives. His policy passions include energy, environmental, economic development, and tax policy.

Erik is a graduate of the College of St. Scholastica.



Bradley Peterson, Shareholder/Attorney
As an attorney and shareholder with Flaherty & Hood, Bradley leads the firm's government relations practice and serves a diverse set of legislative clients in the areas of bonding, economic development, transportation, property taxes, tax increment financing, local sales taxes, environmental regulation, energy, and annexation and land use. He has been with the firm since 2007.

Prior to joining Flaherty & Hood, Bradley was Senior Advocacy Director for the American Heart Association in Minnesota.

Bradley is a graduate of Gustavus Adolphus College and Hamline University School of Law. He is admitted to practice law in Minnesota.



Marty Seifert, Senior Lobbyist
As a senior lobbyist for Flaherty & Hood, Marty brings years of valuable public service and non-profit experience, as well as extensive knowledge of issues that are important to the firm's clients.

Marty served in the Minnesota House of Representatives from 1996 until 2010 and was elected minority leader of the Republican Caucus from 2006 to 2009. He previously worked as a high school social studies teacher and an admissions counselor at Southwest Minnesota State University, the same university where he received his bachelor's degree in political science and secondary education. He currently owns a property management company, serves on the Board of Governors for Granite Falls Energy, and the Board of Directors for Catholic United Financial, and is involved in numerous community organizations.

In 2010 and 2014, Marty was a candidate for governor whose campaign took him to communities across Minnesota, giving him unique insight into the issues affecting our state.

Services Provided

Lobbying

- Consult with the County on development of legislative priorities & strategy
- Draft necessary legislation and amendments
- Secure legislative bill authors
- Direct lobbying of committee chairs, key legislators, the Governor's Administration, and key state agency officials and staff
- Update or create informational handouts and other materials on county priorities
- Monitor progress of relevant bills through the legislative process
- Coordinate testimony for legislative hearings
- Provide County with timely updates from the Legislature
- Monitoring federal legislation, grant opportunities, and programs to identify opportunities for funding the County's priorities related to Highway 169

Advising the County on leading the formation of a Coalition

- Consult with the County on developing its vision for a Cross-Range Expressway Coalition
- Research and advise the County on entity choice and formation
- Assist the County in developing a membership, dues, and organizational structure for the Coalition
- As appropriate, advise on the creation of a member recruitment strategy

Project Management and Costs

Shane Zahrt will be the day-to-day point of contact for Itasca County at the Firm and will be primarily responsible for execution of the legislative and organizational activities described in this agreement. Erik Simonson, Bradley Peterson and Marty Seifert will assist Mr. Zahrt, and Mr. Peterson will have ultimate responsibility for service delivery on behalf of the Firm.

The cost of the services under this agreement is $36,500 for services performed as well as reasonable expenses such as printing, postage, travel, and meal expenses related to the execution of County business. Flaherty & Hood will bill the County in monthly prorated installments through the end of the contract term.

The term of services would commence upon approval by the Itasca County Board and run through December 31, 2022. This agreement may be terminated by Itasca County or the Firm by giving 30 days written notice to the other party, and any amounts due and owing up to such time will be promptly billed and paid.

The County and firm may agree to any additions to the scope of services and any additional compensation in writing.

Conflicts of Interest

By entering into this agreement, Itasca County understands that Flaherty & Hood represents other clients. Flaherty & Hood advocates for each client strenuously on its own merits. Specifically, the County is aware that Flaherty & Hood represents the U.S. Highway 14 Partnership—a corridor coalition in southern Minnesota that advocates for expansion of dangerous sections of Highway 14. Because the remaining 2-lane segments of that highway are fully funded and awaiting construction, the objectives of that organization are substantially accomplished. As such, neither the firm nor the current leadership of the Highway 14 Partnership anticipate that Itasca County's efforts would pose a conflict.

If a conflict between clients does arise, Flaherty & Hood will immediately notify both parties and will work to resolve it.

Conclusion

Flaherty & Hood would be pleased to work with Itasca County to advance Highway 169 improvements. We are confident that our experience and success in advocating for similar transportation improvement projects will lend themselves to helping us advance your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

FLAHERTY & HOOD, P.A.

By: 

Bradley Peterson, Shareholder Attorney

Accepted By: _____
[Name], [Title]

_____
[Name], [Title]

_____
[Name], [Title]

References

Highway 14 Partnership
Contact: Kevin Raney, Owatonna City Council Member
540 West Hills Circle
Owatonna, MN 55060
(507) 456-3116
kevin.raney@ci.owatonna.mn.us

Wright County
Contact: Darek Vetsch, County Commissioner
10 2nd St. NW
Buffalo, MN 55313
(612) 384-6886
darek.vetsch@co.wright.mn.us

City of Red Wing/Coalition of Utility Cities
Contact: Marshall Hallock, Administrative Business Director
315 West 4th St.
Red Wing, MN 55066
(651) 385-3602
marshall.hallock@ci.red-wing.mn.us

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2209

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
2022-2024 AFSCME Local 1452 Labor Contract & Letter of Agreement

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2022-2024 AFSCME Local 1452 Labor Contract and Letter of Agreement, representing the Road & Bridge employees.

BACKGROUND:
The labor management committee has been negotiating the 2022-2024 Local 1452 collective bargaining agreement and Letter of Agreement regarding Sub-foreman Assignment with AFSCME Local 1452. This 2022-2024 Collective Bargaining Agreement and Letter of Agreement has been voted on and approved by Local 1452 and the labor management committee recommends approval by the County Board.

It is requested that action be taken at the 2/1 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 1452 2022-2024 cba - Final 1-27-22
2. Updated Letter of Agreement - final 1-27-22

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

AGREEMENT BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65 AFL-CIO, LOCAL 1452

AND

THE COUNTY OF ITASCA

(ROAD AND BRIDGE UNIT)

JANUARY 1, 2022 - DECEMBER 31, 2024

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AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the Employer, and Local 1452 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

1.2 The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Union or a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITION OF EMPLOYEES AND EMPLOYER

2.1 The term "Regular Employee," as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head, and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis. In all cases, a regular employee's seniority and anniversary date (first day of employment) shall be subject to Article 18, 18.1.3.

2.2 A Seasonal/Casual/Temporary employee shall mean an employee whose employment is not anticipated to exceed 1040 consecutive hours , and who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head.

2.3 The County Board shall designate by resolution the total number of full-time employees that can be hired into any one job classification, and the total number of positions in any one department. In order to hire an additional employee to exceed the limit allowed by the Board, the Board must pass a new resolution stating that the total allowed in that classification is hereby changed from (example) two to three.

2.4 After a regular position has been approved by the County Board as a position for the appropriate department, the posting procedure as set out in Article 10, Section 10.7, shall apply.

2.5 The Employer is the Itasca County Board of Commissioners.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes Local 1452 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all the employees of Itasca County, Minnesota, in the unit composed of all regular full-time and part-time employees, excluding elected officials, appointed officials, employees of the Sheriff's Department, employees of the County Courthouse, and employees of Human Services, as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 It has been agreed to that the policy of the Employer that during and for the duration of this Agreement, it will not enter into, establish or promulgate any Resolution, Agreement or Compact with or affecting such employees as are defined, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employee.

ARTICLE 4. RESPONSIBILITIES OF PARTIES

4.1 Each of the parties of this Agreement thereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement, as per PELRA, Minnesota Statutes Chap. 179A as amended.

4.2 The Employer, including its managers, supervisors and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

4.3 The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

2. There shall be no interference with the rights of employees to become or continue as members of the Union.

4.5 Nondiscrimination. No discrimination shall be exercised against any employee because of Union membership or because of any protected class as defined in federal, state statute or rule.

ARTICLE 5. CHECKOFF OF UNION DUES

5.1 The Employer agrees to require the payroll department to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues or initiation fees, and/or other Union approved deductions established by the Union. Such deduction shall be made each month beginning with the month specified on the payroll deduction card. These deductions shall be transmitted to the financial secretary of the Union not later than the 10th of the following month along with a list of the employees from whom such pay deductions were made. The employee may terminate payroll deductions by giving 30 days written notice to the secretary of the local. The secretary shall notify the payroll department in writing within 5 days after receipt of such notice to stop deductions.

5.2 The Employer may deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3, as amended/

5.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

5.4 Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 6. HOURS OF WORK

6.1 The normal hours of work shall be 8 hours per day and 40 hours per week. The regular work day shall start at 7:00 a.m. and shall end at 3:30 p.m. 1/2 hour shall be allowed for a lunch period each day. The normal work days for the week shall be Monday through Friday.

6.2 Overtime Hours: All hours worked in excess of the normal work week shall be compensated for at 1½ times the classified hourly rate of pay. All hours worked in excess of the normal work week must be approved and authorized by the supervisor or department head. All paid holidays, vacation, sick leave, and all other paid time off, shall count as hours worked for the purpose of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

6.3 Employees of the Road and Bridge Department may be scheduled in excess of 8 hours per day and shall be compensated for all hours in excess of 40 in any given work week in accordance with Section 6.2 of this Article. The Employer agrees that it shall not reduce the number of work days per week as specified in Section 6.1 of this Article in the scheduling of employees to excess hours.

6.4 If the needs of the service permit, all employees shall be allowed 2 15-minute rest breaks in each 8 hour shift at times designated by their immediate supervisor or department head.

6.5 When a regular employee is required to report to work prior to the start of the regularly scheduled hours identified in 6.1 and 6.8 without being notified prior to 9:00 pm the previous day, the employee shall receive a minimum of 4 hours work or 4 hours pay in lieu thereof at the classified rate. Additionally, if an employee is called back to work after completing the regular work day or is called out for work on a regularly scheduled day off as identified in 6.1 and 6.8, the employee shall receive a minimum of 4 hours work or 4 hours pay in lieu thereof at the classified rate. Reporting to work early on a regularly scheduled workday will not be considered as a call out provided they are notified of that revised start time prior to 9:00 p.m. the previous day.

6.6 Travel Time: When an employee is assigned to commence the regular scheduled work day at a site other than the employee's regular assigned headquarters, the employee shall receive 1 hour of travel time. Headquarters is defined as the county garage to which the employee is normally assigned.

Any employee assigned to work on a county-wide construction project shall receive 1 hour per day travel time.

Any employee who is eligible for above-described travel time, and who used a private vehicle for transportation to the site, shall be compensated for the cost per mile as authorized by the County Board.

6.7 Compensatory time off in lieu of overtime is at the employee's option, and is selected at the employee's choice of overtime or comp time each pay period when the time card is submitted. A 140 hour maximum may be accumulated during the calendar year and is limited to a 120-hour maximum at years end (December 31). In the event of pay increase, compensatory hours will be rolled over at the new hourly rate.

6.8 The alternative summer work schedule shall begin the Sunday of the last full week in April of each year and continues through the last full week of September on a county-wide basis with the hours of work to be 6 am until 4:30 pm.

ARTICLE 7. HOLIDAY PROVISIONS

7.1 All regular employees shall receive the following paid holidays provided said employees perform work, are on vacation, are on sick leave, or are gone due to a death in the family or similar cause, in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday:

New Year's Day	President's Day
Thanksgiving Day	Memorial Day
Independence Day	Labor Day
Good Friday	Veterans Day
Columbus Day	Christmas Day
One Floating Holiday	Friday after Thanksgiving
Martin Luther King Day	Christmas Eve Day

7.2 When the holidays listed in this Section fall on Sunday, the following day shall be a holiday. When the holidays listed in this Section fall on Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
July 4 - Independence Day
November 11 - Veterans Day
December 24 – Christmas Eve Day
December 25 - Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

7.3 Regular employees who are required by the department head or employees' immediate supervisor to work on any of the above holidays shall be compensated at the rate of 1½ time for their work that day in addition to their regular holiday pay.

7.4 When a paid holiday falls on an employee's scheduled day off or during the employee's vacation period, the employee shall receive an additional day of paid vacation providing said holiday falls on an employee's normal work day.

7.5 Eligibility for Floating Holiday: Initial employment probationary status employees cannot take a floating holiday until the six month probationary period has been successfully completed at which time the floating holiday is earned for the year in which the probationary period was completed.

7.6 A holiday which falls during a work week when employees are scheduled to work ten hour days shall be a paid holiday of ten hours.

ARTICLE 8. VACATIONS

8.1 All regular employees shall receive vacation benefits with pay as follows

Completed Years of Service	Rate of Accumulation of Vacation Hours Per Pay Period of Work	Number of Working Hours of Vacation Time Earned Per Yr
0-59 months	3.077	(10 days)
60-119 months	4.616	(15 days)
120-179 months	6.154	(20 days)
180+ months	7.693	(25 days)

Vacation is earned and shall be recorded on an HOURLY basis. It may be used as it is earned during the probationary period. The amount of vacation time banked when taken shall be paid at the employee's current hourly rate.

Changes in the rate of accrual shall take effect as of the applicable anniversary date. In the event an employee has an accumulation of 248 hours prior to the last payroll of the year, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

8.2 Regular employees who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as follows:

1. A regular employee shall earn 3.693 hours sick leave per pay period, only if the beginning balance is less than 1,000 hours.

2. A regular employee shall earn 1.847 hours bonus vacation per pay period, only if the beginning balance is 600 hours or more, except any pay period in which an employee takes sick leave said employee cannot earn the 1.847 hours bonus vacation.

8.3 Upon termination of employment for any cause, regular employees shall be paid for any accumulated vacation credit including pro-rata payments for periods of less than 1 year.

8.4 In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

8.5 The vacation time of a regular employee shall not be split except at the option of the employee.

8.6 All employees who have used all of their accumulated sick leave hours shall at that time, if illness continues, be granted any vacation credits earned in that year.

8.7 All regular part-time employees working less than full-time shall receive vacation benefits on a pro-rated basis.

8.8. An employee who, during the prior calendar year, was assigned to one position but actually worked at least one-half of the time in a position in a higher grade, shall be credited for vacation during the current year at the hourly rate of the position in the higher grade. Eligibility for the higher vacation rate must be reestablished on a year-by-year basis.

ARTICLE 9. SICK LEAVE

9.1 All regular employees shall earn sick leave at the rate of 3.693 hours for each pay period of service in which they have worked at least 40 hours and may accumulate unused sick leave to a maximum of 1,000 working hours.

Part-time regular employees shall accumulate sick leave credit on a pro-rata basis to be posted each pay period. Hours worked shall be divided by the total hours possible in the pay period to determine the percentage of time worked. Amount of sick leave credit earned shall be the percentage multiplied by 3.693 hours.

NOTE: For those employees who have 600 or more sick leave hours accumulated, see Article 8, Section 8.2, for calculation of bonus vacation earnings.

9.2 New employees in regular positions shall accrue and may use sick leave during the probationary period.

9.3 An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian

9.4 The Human Resources Director may, at his/her discretion, require evidence of personal illness.

9.5 Sick leave credit may be earned only while an employee is working at the employee's regular job or is on regular vacation. Legal holidays falling on working days shall be considered working days for such leave credit.

9.6 Bereavement Leave: Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours of Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. When on 10-hour shifts, the employee may use paid vacation or comp time to supplement for the other 2 hours/day. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian

9.7 Compensable Injury: If a regular employee of the Employer shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the County shall pay the difference between the compensation received by the employee and his/her regular monthly or hourly rate of pay, same to be deducted from said accrued vacation or sick leave benefit. The Employer will provide for the payments described in this section during the period of disability. It is understood that the additional payments made to the employee over and above that paid by the Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

9.8 Sick Leave of Absence; Including Maternity Leaves: After an employee has used all accumulated sick leave, vacation and any available FMLA protected leave, the employee shall be granted a medical leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

9.9 Upon termination of employment, an employee shall allocate as severance pay 70% of accumulated but unused sick leave from first date of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid, at the employee's option, in 1 lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5

years from termination of employment. The employee shall apply the 30% balance to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Any payment made upon termination due to death, will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who passed away.

For employees hired after January 1, 2000, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be $20,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $20,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

9.10. Catastrophic Sick Leave Account or Vacation: Employees may voluntarily donate one or more vacation days to a sick leave pool to be used by employees within their union for hospitalization or major medical problems when they have exhausted their own accumulated earned leave. Contributions to the pool shall be recorded on the Electronic Timekeeping System. Employees may use a maximum of 30 days per occurrence from the pool, with the Executive Board of Local 1452 making the determination for allocation and usage based on IRS regulations.

ARTICLE 10. SENIORITY

10.1 Seniority standing shall be granted to all employees who have attained regular employee status as defined in Article 2. Such standing is to be determined on the basis of total length of employment for the Employer. Seniority and anniversary date of employees attaining such regular employee status shall be the first day of employment. During the probationary period of 1040 consecutive hours or 6 months, as the case may be, employees may be discharged by the Employer without the same being considered a breach of this Agreement or constituting a grievance hereunder. All new employees and current employees offered a job classification change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for non-performance related reasons for an additional period of 10 days, but not to exceed 3 months. When the employee successfully completes probation, a 1 step increase shall be granted.

10.2 A regular employee shall lose seniority standing in the following situations:

a. Voluntary resignation;
b. discharge for just cause;
c. retirement;
d. failure to return to work after receiving notice of recall from layoff.

10.3 Seniority standing for hourly-wage employees of the Road and Bridge Department shall be determined on a County-wide basis. Anniversary dates and beginning date of employment shall be determined in accordance with Article 18, 18.1.3. Whenever employees bid on or are assigned to construction projects away from their regular position, they shall retain the right to return to their regular positions upon the completion of the construction project.

10.4 In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work in any department, provided the employee has the necessary qualifications to perform the duties of the job involved. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees 30 days in advance by certified mail, with a copy of same submitted to the Union. There shall be no placement of regularly employed employees by relief workers, nor shall a relief worker be placed in any classified position.

There shall be a three-year recall limit on lay-offs.

10.5 Temporary transfers or vacancies may be filled by senior qualified employees. In the event such a vacancy has a higher rate of pay, the qualified employee filling such vacancy shall receive such a higher rate of pay when such an appointment is made.

10.6 Notices of all vacancies and newly-created positions including designation of equipment and garage shall be posted, and employees shall have a minimum of 5 working days' time in which to apply. The senior employee in the department where the vacancy occurs or new position is created who applies shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job. The department head or other appropriate appointing authority shall determine

whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure. Notice of vacancies or newly - created positions shall state the type of work, place of work, rate of pay, hours to be worked, and the job classification. The department head shall be allowed 90 working days to fill a regular vacancy that a regular employee has applied for.

Seniority lists shall be brought up to date on March 1 of each calendar year and posted on employees' bulletin boards. Copies of seniority lists shall be sent to the secretary and president of the Union, and the Human Resources Director.

10.7 An unpaid leave of absence of up to 10 days shall be granted by the Department Head. .

10.8 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans employment, discharge, or promotion.

10.9 In the event an employee of the Road and Bridge bargaining unit is assigned to a Highway Maintenance Supervisor position which is outside of the Local 1452 bargaining unit, said employee's earned seniority up to the date of assumption of the Highway Maintenance Supervisor's position shall be frozen and retained. In the event said employee returns to the Road and Bridge unit, the aforementioned frozen seniority time shall be the employee's new seniority tenure. An employee transferring to a Highway Maintenance Supervisor's position from the Road and Bridge bargaining unit shall have the right to bid on vacancies via the posting procedure of this contract, and only the employee’s frozen seniority shall be applicable. Said seniority shall also apply in the event of a reduction of force or abolishment of a position. The employee's overall seniority from date of hire shall be applicable for the eligibility and amount of fringe benefits.

10.10 For the appointment of a sub foreman, seniority shall be used to break ties between equally qualified candidates. The seniority provisions of Section 10.7 shall not apply to the appointment of a sub foreman.

ARTICLE 11. PHYSICAL EXAMINATIONS

11.1 The Employer shall pay for a physical examination for all regular employees if such examinations are required by the Employer or by a State or Federal agency.

ARTICLE 12. SUSPENSIONS AND DISCHARGES

12.1 An employee may be temporarily suspended for just cause. The employee and Union shall be notified of the reasons for the suspension in writing at the time of suspension. If the employee feels the suspension was without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within 21 calendar days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

12.2 An employee shall be discharged only for just cause. Discharges shall be subject to the grievance procedure.

12.3 In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

ARTICLE 13. GRIEVANCE PROCEDURE

A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCES through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based,

the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 14 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decisions shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 14. TIME OFF FOR UNION ACTIVITIES

14.1 Any employee elected by the Union to represent such Union at International, State or District meetings which requires absence from duty shall be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer as follows:

Type of Meeting	No. of Delegates	Max. Time Allowed
International	2	9 calendar days
State Federation	2	7 calendar days
State Council 1	3	2 working days
District	3	1 working day

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Employer.

The Employer agrees that when negotiations/mediations are held during normal working hours, 5 Union committee members will be paid for a normal day of work.

ARTICLE 15. BULLETIN BOARD

15.1 The Employer will erect and maintain a bulletin board of reasonable size to be placed in such locations as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE 16. GENERAL PROVISIONS

16.1 All matters not covered by this Agreement shall be settled by negotiations between the Employer and the Union.

16.2 Those employees covered by this contract who are also volunteer firefighters/rescue squad responders will be allowed to respond to fire calls, only if: the employee is available and it is a fire call for which a 2nd call has gone out or it is a structure fire. They would also be allowed to report late for a shift if they were already involved in an emergency for which their continued presence was deemed necessary. Absences would be limited to 20 hours per year. Unless the employee uses paid time off or compensatory time for these hours, the employee will be unpaid. The County may require written verification from the Fire Chief.

16.3 Any employee whose duties require eye protection under applicable OSHA regulations shall be eligible for a $100 per year allowance for reimbursement for the purchase of prescription safety glasses. If the allowance is not used during a calendar year $100 will be carried over to the following year and capped at $200 until used.

ARTICLE 17. GROUP INSURANCE PROGRAM

17.1 Eligibility - Active Employees

All regular county employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. They shall be eligible for life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. They shall be eligible for dental insurance benefits pursuant to the probation period requirements set forth in Article 2, Section 2.1, provided all necessary application forms have been completed. Authorized sick leave and authorized vacation time shall be

counted as working time for such eligibility for dental insurance. Also, authorized sick leave, authorized vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

Regular employees who are temporarily laid off for more than 30 days, or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such layoff or leave of absence. At the time of approved leaves of absence, or orders of temporary layoff, the County shall provide a written statement to the affected employee advising of the status of insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.
Employees who leave Employer employment must have worked at least 80 hours during the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month.

NOTE: However, life insurance is cancelled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 80 hours during the calendar month in which such employees return to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

Accrued earned leave (i.e. vacation, sick, comp) and holidays shall be considered days worked. Employees who voluntarily terminate employment without due notice to the department head, unless termination without notice is approved by the head, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

17.2 Total Disability

For all regular employees who qualify for a total disability pension under the eligibility stipulations set by Minnesota Public Employees Retirement Association and/or Federal Social Security upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A &

B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits. (For retiree coverage, see Retired Employees, Sec. 17.8.)

17.3 Retired Employees

Definition: "retiree" or 'to retire' means leaving Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County.

17. 4 Coverage - Group Life Insurance

Active Employees: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000.00 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage.. . Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

17.5 Group Hospital and Medical Insurance

Active Employees The High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

B. The employee shall have the option to elect either plan during the open enrollment period or when a qualified event occurs. The premium participation said Plans shall be 80% by the Employer and 20% by the employee.

C. In the event during the term of this Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital medical insurance and dental insurance plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employees' and Union's rights as provided by State and Federal Statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, MN. Comprehensive Health Insurance Act 62 E 03, etc.).

D. Employee's portion of health insurance premiums only shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

17.6 Group Dental Insurance

Active Employees Only**:** The Employer will provide dental insurance under Delta Dental Plan of Minnesota, or its equivalent. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period, or during an open enrollment period.

The maximum annual benefit is $1,500 per person.

17.7 Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

17.8 Group Hospital and Medical Insurance: Retired Employees

Failure on the part of any employee, to apply for and obtain such group hospital and medical insurance coverage for which he/she may be eligible, shall have the effect of cancelling out the retiree's ability to enroll, and the County shall have no further obligation or liabilities thereunder.

Hospital and medical coverage will be provided for retired officials and employees. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall be paid by the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

For employees hired after January 1, 2000, the maximum County payment for retiree health insurance premiums shall be $20,000.

17.9 Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 3% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, shift differential, meals, severance pay, overtime.

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

17.10 Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Local 639	2 representatives
Local 639A	2 representatives
Local 1626	2 representatives
Local 1452	2 representatives
Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative
Itasca Co. Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

ARTICLE 18. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

18.1 Pay Plan:

1. The hourly pay rate set forth in Appendix A entitled "Road and Bridge Employees Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement, effective January 1, 2022, except as otherwise indicated in this Article.

2. The Employer agrees to comply with cost of living increase on the basis of $.02 per hour for each point of cost of living increase on all items of all cities on a quarterly basis (CPI-W). The increase shall be computed with respect to the Consumer Price Index. Such increase in cost of living shall be automatically implemented and enrolled in the employee's base rate. This clause shall not be in effect during the duration of this contract. Thereafter the clause will be automatically reinstated. The first cost of living adjustment will be applied using the same quarterly months and corresponding to the current CPI-W figures and dates for any adjustment as in the past.

Cost of living shall be frozen for the contract years 2022, 2023, 2024.

3. The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 hours of continuous employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

4. All regular Road and Bridge personnel shall be subject to classified rates of pay for service worked in the following manner:

Whenever an employee starts work in a higher paying class, and during the day drops to a lower class, the high rate shall apply for that day.

Whenever an employee starts work in the minimum class and subsequently moves into a higher class, the employee shall receive the minimum class rate only for those hours worked in the minimum class and shall receive the higher class rate from the time of day the employee started the higher class.

This policy shall continue in effect on a daily basis except when an employee is promoted to a full-time regular position through the posting procedures hereby agreed to.

5. Computing Regular Wages and Overtime for All Hourly Employees:

The pay period shall be a period of two consecutive calendar weeks commencing at 12:01 a.m. Sunday of the first day of such pay period and ending at 11:59 p.m. on Saturday of said two week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

There shall also be 26 paydays in each calendar year, and there shall be a payday on the second Friday following the end of each pay period.

Employees in this bargaining unit shall receive effective 01/01/2022 a 2% increase; 01/01/2023 a 2% increase; and 01/01/2024 a 2.65% increase.

6. Truck Driver/Snowplow Operator shall be included with the other pieces of heavy equipment in a job called Highway Maintenance Worker and shall be a grade 7.

18.2 Administrative Requirements:

1. Changes in employment status: Changes in employment status of regular Road and Bridge employees affecting pay or fringe benefits shall be submitted to Human Resources in writing by respective department heads not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise reflection of such changes in employment status will be delayed until the next ensuing pay period. The payroll department should also be notified 30 days prior to completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

2. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted in writing to Payroll by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

3. Employee Timekeeping: In compliance with the Employee Timekeeping Policy, all Department Heads or designated representatives are required to attest for each employee of their respective departments, hours reported.

4. Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid. Employees are required to submit to the County Auditor’s Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee..

18.3 Promotions, Demotions and Comparable Worth Adjustments.

1. Promotions, including increases pursuant to comparable worth. In the event an employee is promoted to a new position or the employee's position is upgraded pursuant to comparable worth or the employee is temporarily transferred to a higher ranked position, the employee shall be placed at the appropriate new grade for the position and at the same step the employee held in the prior grade.

2. Demotions resulting from reductions pursuant to comparable worth. In the event an employee's position is reduced in grade pursuant to comparable worth, the employee shall be placed at the appropriate new grade for the position but without reduction in pay. The employee would receive increases unless at range top in the new range. If above range top the employee would be frozen until the range top was equal to or below the pay being received. Normal range movement would follow thereafter.

3. Disciplinary, probationary and voluntary demotions. Disciplinary, probationary (the failure to successfully complete the probationary period) and voluntary demotions shall be treated the same as the inverse of a promotion. The employee's placement in the lower grade shall not be higher than the placement for which the employee would have been eligible if originally hired in the demoted grade.

18.4 Previous Work Experience or Education.

New employees who are considered so qualified by education or previous work experience may, with the recommendation of the Department Head and approval by the County Administrator, be started in a higher step than the first step of the pay grade but in no event higher than Step 3.

Current employees who are offered a job change and have education or pre-county work experience for which they have not previously received credit may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step on the pay grade.

ARTICLE 19. SAVINGS CLAUSE

19.1 Any Article, Clause or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 20. COUNTY WIDE SENIORITY LIST FOR ROAD AND BRIDGE EMPLOYEES

20.1 See Appendix D.

ARTICLE 21. DRUG AND ALCOHOL TESTING POLICY

21.1 The provisions of the Itasca County Safety-Sensitive Drug and Alcohol Policy, as set forth in the Itasca County Personnel Policy, are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

21.2 DRUG AND ALCOHOL RANDOM TESTING

NOTE: **Failure to Test**
Failure to test will be treated as a positive test and will be subject to disciplinary action up to and including termination.

21.3 **First Offense-Alcohol .02-<.04**
Immediate 1-day suspension without pay. Return to duty 24 hours after positive test assuming follow-up test is negative.

21.4 **First Offense-Alcohol .04 or Greater/Drug Violation**
2-day suspension without pay. Individual must meet with substance abuse professional (SAP) within 5 days of positive test. Following suspension without pay, days 3, 4, and 5 may be taken as vacation/sick leave/or compensatory time.

Following evaluation, a return to duty test will be completed if approved by the SAP. Any mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

Return to work-If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

21.5 **Second Offense Alcohol .02- <.04**

3-day suspension without pay. Mandatory SAP evaluation. Must meet with SAP within 5 days. Following suspension without pay, days 4 and 5 may be taken as vacation/sick leave/compensatory time.

Employees that have a second offense alcohol violation of .02-<.04 after 5 years from the date of the first offense will receive only a 1-day suspension provided they meet with a SAP and follow any recommended treatment program.

Following evaluation, a return to duty test will be completed if approved by the SAP. Mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

Return to work: If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

21.6 **Second Offense Alcohol .04 or greater Drug Violation**

0-36 months-termination

+36 months-suspension without pay 5 days. Mandatory SAP evaluation within 5 days.

Following evaluation, a return to duty test will be completed if approved by the SAP. Any mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

Return to work- If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

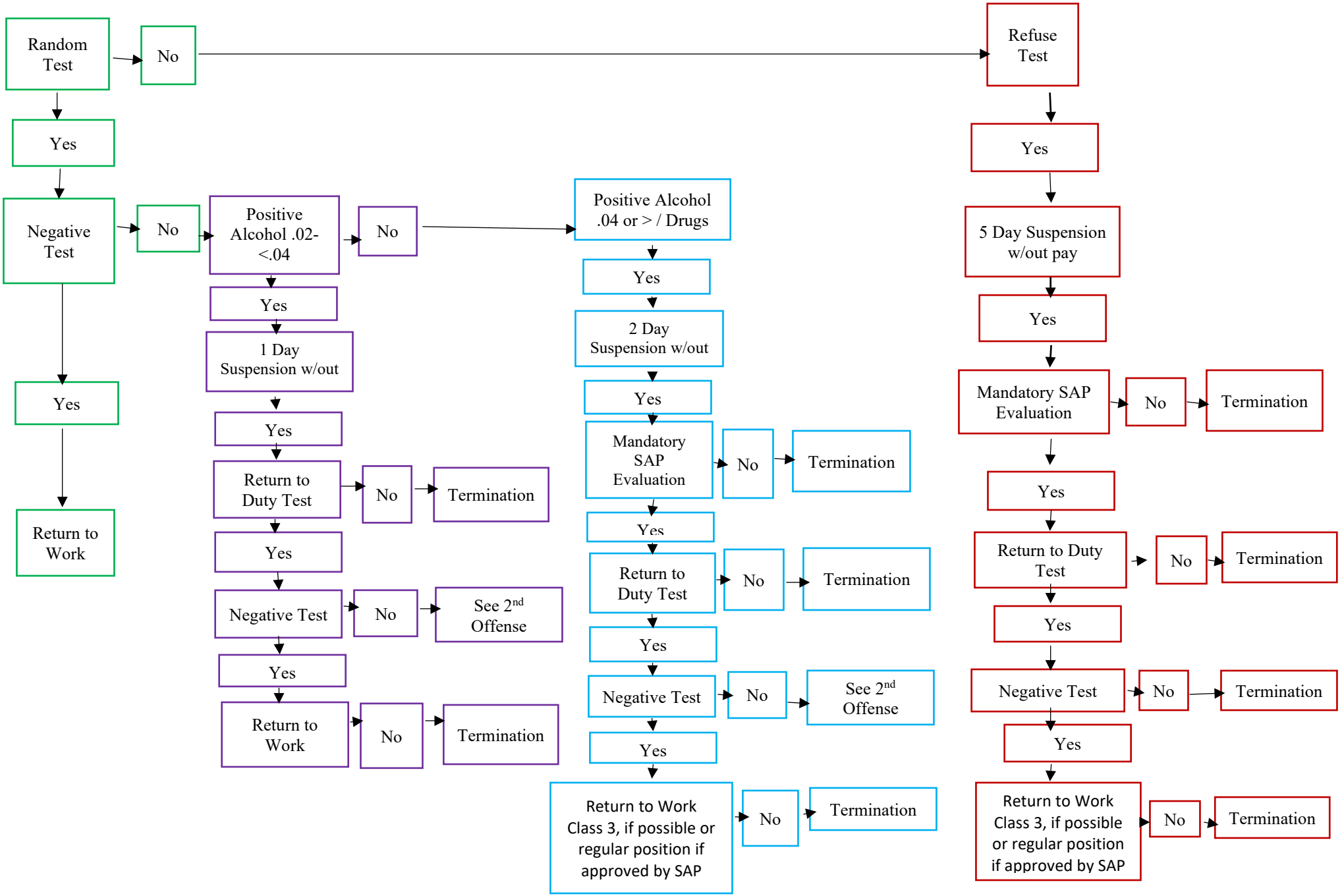
Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

21.7 **Third Offense Alcohol .02-<.04 /Alcohol .04 or greater or Drug Violation**

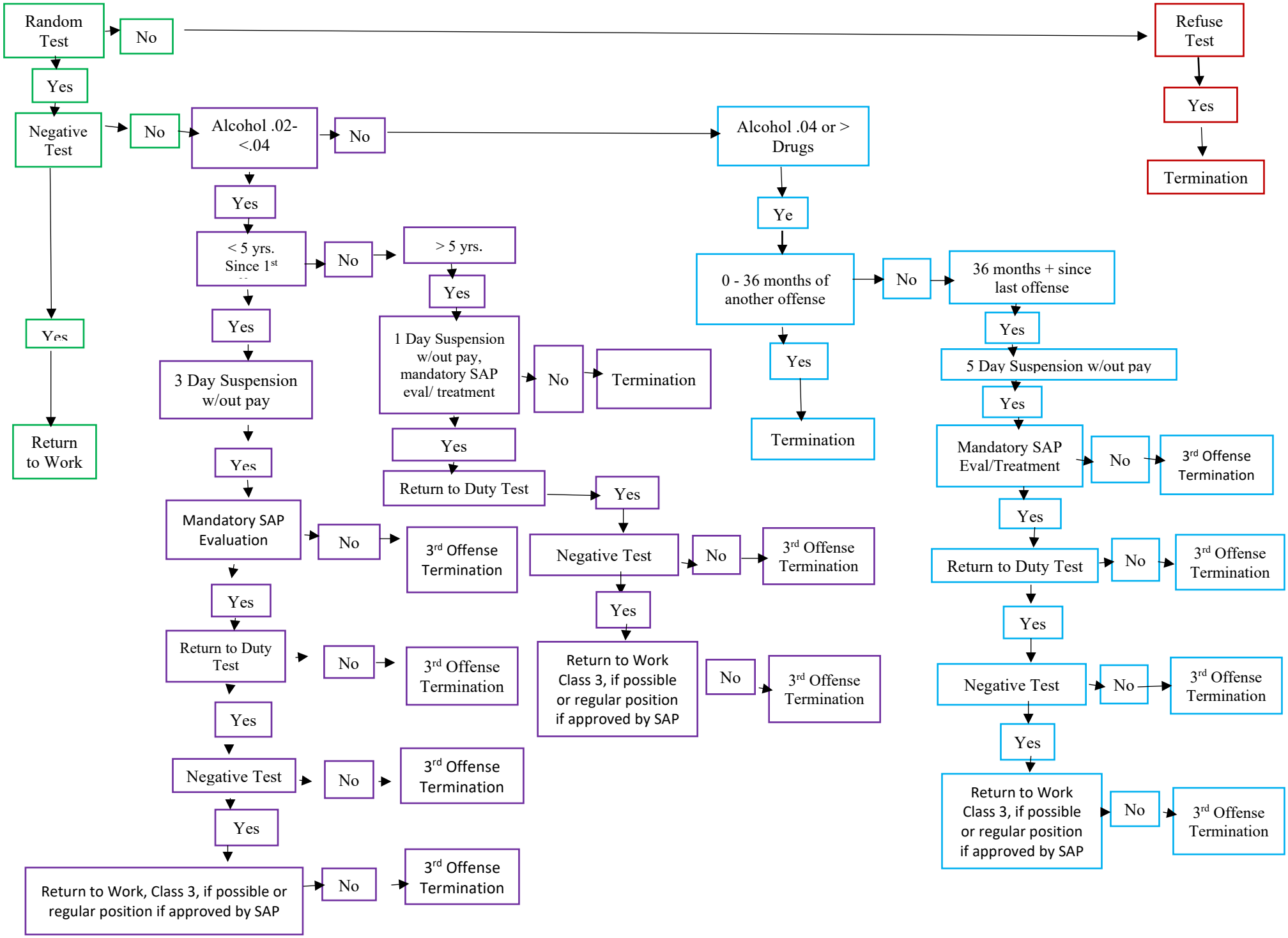
Immediate Termination

21.8 **GENERAL NOTE:** In the event that combined violations occur (i.e. Alcohol .02-<.04 and Alcohol .04 or greater or Drug Violation) during a 3-year period, the disciplinary path will be based on the next highest level of progressive discipline.

DRUG AND ALCOHOL RANDOM TESTING
FIRST OFFENSE



DRUG AND ALCOHOL RANDOM TESTING
SECOND OFFENSE



ARTICLE 22. DURATION OF AGREEMENT

22.1 This Agreement will be in effect from January 1, 2022, through December 31, 2024. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

COUNTY OF ITASCA

_____
Terry Snyder
County Board Chair

_____
Brett Skyles
County Administrator

Dated: _____

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1452

_____
Local 1452 Representative

_____
AFSCME Council 65
Business Representative

Dated: _____

APPENDIX A – PAY PLANS

APPENDIX A									
01/01/2022 1452 ANNUAL PAY PLAN				2.00%	on 2021 base				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$20.07	$20.80	$21.55	$22.32	$23.02	$23.83	$24.65	$25.53	GRADE 3
GRADE 4	$20.62	$21.34	$22.13	$22.92	$23.66	$24.48	$25.35	$26.21	GRADE 4
GRADE 5	$21.13	$21.92	$22.75	$23.56	$24.30	$25.15	$26.04	$26.97	GRADE 5
GRADE 6	$21.74	$22.52	$23.37	$24.20	$24.97	$25.89	$26.73	$27.66	GRADE 6
GRADE 7	$22.33	$23.13	$23.98	$24.88	$25.65	$26.57	$27.51	$28.47	GRADE 7
GRADE 8	$22.95	$23.77	$24.65	$25.54	$26.39	$27.35	$28.23	$29.20	GRADE 8
GRADE 9	$23.56	$24.42	$25.36	$26.28	$27.11	$28.05	$29.05	$30.05	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A									
01/01/2022 1452 ANNUAL PAY PLAN				2.00%	on 2021 base				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$41,745.60	$43,264.00	$44,824.00	$46,425.60	$47,881.60	$49,566.40	$51,272.00	$53,102.40	GRADE 3
GRADE 4	$42,889.60	$44,387.20	$46,030.40	$47,673.60	$49,212.80	$50,918.40	$52,728.00	$54,516.80	GRADE 4
GRADE 5	$43,950.40	$45,593.60	$47,320.00	$49,004.80	$50,544.00	$52,312.00	$54,163.20	$56,097.60	GRADE 5
GRADE 6	$45,219.20	$46,841.60	$48,609.60	$50,336.00	$51,937.60	$53,851.20	$55,598.40	$57,532.80	GRADE 6
GRADE 7	$46,446.40	$48,110.40	$49,878.40	$51,750.40	$53,352.00	$55,265.60	$57,220.80	$59,217.60	GRADE 7
GRADE 8	$47,736.00	$49,441.60	$51,272.00	$53,123.20	$54,891.20	$56,888.00	$58,718.40	$60,736.00	GRADE 8
GRADE 9	$49,004.80	$50,793.60	$52,748.80	$54,662.40	$56,388.80	$58,344.00	$60,424.00	$62,504.00	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A

01/01/2023 1452 ANNUAL PAY PLAN 2.00% on 2022 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$20.47	$21.22	$21.98	$22.77	$23.48	$24.31	$25.14	$26.04	**GRADE 3**
GRADE 4	$21.03	$21.77	$22.57	$23.38	$24.13	$24.97	$25.86	$26.73	**GRADE 4**
GRADE 5	$21.55	$22.36	$23.21	$24.03	$24.79	$25.65	$26.56	$27.51	**GRADE 5**
GRADE 6	$22.17	$22.97	$23.84	$24.68	$25.47	$26.41	$27.26	$28.21	**GRADE 6**
GRADE 7	$22.78	$23.59	$24.46	$25.38	$26.16	$27.10	$28.06	$29.04	**GRADE 7**
GRADE 8	$23.41	$24.25	$25.14	$26.05	$26.92	$27.90	$28.79	$29.78	**GRADE 8**
GRADE 9	$24.03	$24.91	$25.87	$26.81	$27.65	$28.61	$29.63	$30.65	**GRADE 9**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX A

01/01/2023 1452 ANNUAL PAY PLAN 2.00% on 2022 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$42,577.60	$44,137.60	$45,718.40	$47,361.60	$48,838.40	$50,564.80	$52,291.20	$54,163.20	**GRADE 3**
GRADE 4	$43,742.40	$45,281.60	$46,945.60	$48,630.40	$50,190.40	$51,937.60	$53,788.80	$55,598.40	**GRADE 4**
GRADE 5	$44,824.00	$46,508.80	$48,276.80	$49,982.40	$51,563.20	$53,352.00	$55,244.80	$57,220.80	**GRADE 5**
GRADE 6	$46,113.60	$47,777.60	$49,587.20	$51,334.40	$52,977.60	$54,932.80	$56,700.80	$58,676.80	**GRADE 6**
GRADE 7	$47,382.40	$49,067.20	$50,876.80	$52,790.40	$54,412.80	$56,368.00	$58,364.80	$60,403.20	**GRADE 7**
GRADE 8	$48,692.80	$50,440.00	$52,291.20	$54,184.00	$55,993.60	$58,032.00	$59,883.20	$61,942.40	**GRADE 8**
GRADE 9	$49,982.40	$51,812.80	$53,809.60	$55,764.80	$57,512.00	$59,508.80	$61,630.40	$63,752.00	**GRADE 9**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX A

01/01/2024 1452 ANNUAL PAY PLAN 2.65% on 2023 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$21.01	$21.78	$22.56	$23.37	$24.10	$24.95	$25.81	$26.73	**GRADE 3**
GRADE 4	$21.59	$22.35	$23.17	$24.00	$24.77	$25.63	$26.55	$27.44	**GRADE 4**
GRADE 5	$22.12	$22.95	$23.83	$24.67	$25.45	$26.33	$27.26	$28.24	**GRADE 5**
GRADE 6	$22.76	$23.58	$24.47	$25.33	$26.14	$27.11	$27.98	$28.96	**GRADE 6**
GRADE 7	$23.38	$24.22	$25.11	$26.05	$26.85	$27.82	$28.80	$29.81	**GRADE 7**
GRADE 8	$24.03	$24.89	$25.81	$26.74	$27.63	$28.64	$29.55	$30.57	**GRADE 8**
GRADE 9	$24.67	$25.57	$26.56	$27.52	$28.38	$29.37	$30.42	$31.46	**GRADE 9**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX A

01/01/2024 1452 ANNUAL PAY PLAN 2.65% on 2023 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$43,700.80	$45,302.40	$46,924.80	$48,609.60	$50,128.00	$51,896.00	$53,684.80	$55,598.40	**GRADE 3**
GRADE 4	$44,907.20	$46,488.00	$48,193.60	$49,920.00	$51,521.60	$53,310.40	$55,224.00	$57,075.20	**GRADE 4**
GRADE 5	$46,009.60	$47,736.00	$49,566.40	$51,313.60	$52,936.00	$54,766.40	$56,700.80	$58,739.20	**GRADE 5**
GRADE 6	$47,340.80	$49,046.40	$50,897.60	$52,686.40	$54,371.20	$56,388.80	$58,198.40	$60,236.80	**GRADE 6**
GRADE 7	$48,630.40	$50,377.60	$52,228.80	$54,184.00	$55,848.00	$57,865.60	$59,904.00	$62,004.80	**GRADE 7**
GRADE 8	$49,982.40	$51,771.20	$53,684.80	$55,619.20	$57,470.40	$59,571.20	$61,464.00	$63,585.60	**GRADE 8**
GRADE 9	$51,313.60	$53,185.60	$55,244.80	$57,241.60	$59,030.40	$61,089.60	$63,273.60	$65,436.80	**GRADE 9**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B-LANGUAGE INTERPRETATION

The Employer and the Union agree on the following points interpreting the Agreement:

1. The County may eliminate an allocated slot for a permanent job classification when it is determined that the slot is not necessary.

2. The County may eliminate the slot and an incumbent employee may utilize seniority to bump a less senior employee.

3. When an employee bumps into a lesser classification he/she will receive the pay for the lesser classification.

4. An employee may utilize his/her seniority to bump a less senior employee in other districts or lesser classifications including seasonal or temporary.

5. The County cannot continue to perform the work of the eliminated position by utilizing other under-classified employees.

6. The County can determine the number of districts.

7. In the event of a reduction in force or the elimination of a position, Article 10, Section 10.4 is applicable. Casual or part-time employees shall not be utilized while a bargaining unit employee voluntarily chooses not to exercise his/her seniority to bump a casual or part-time position.

APPENDIX C-TOOL ALLOWANCE

TOOL ALLOWANCE

1. Each designated employee, at his or her expense, shall provide, maintain, contain, insure, and make safe against loss or damage all tools which, in the exclusive judgment of the County's Equipment Maintenance Coordinator are required to perform said designated employee's job, with the exception of "county provided tools". Designated employees shall be held accountable for having on hand, at all times, the necessary tools, other than "county provided tools", to perform all work assigned. Each designated employee shall hold the employer harmless for loss or damage to the employee's tools arising from any of the following causes: loss, theft, misappropriation by third party or any other cause resulting from carelessness or omission by the designated employee. The County shall have no duty to pay for, repair, or replace any of the designated employees' tools. The County shall have no duty to obtain a policy of insurance to insure the designated employees' tools against loss or damage arising from any cause or omission. The choice to procure or forego the purchase of insurance covering his or her tools rests exclusively with the designated employee.

2. "County provided tools" are tools which, by their nature, cost of infrequency of utilization are desirable to be possessed and owned by the County and which, by way of example, include the tools listed in Exhibit #1. The determination of whether a tool qualifies as a "county provided tool" rests in the exclusive judgment of the County's Equipment Maintenance Coordinator and which determination is final.

3. The employer shall provide a tool allowance to each designated employee in an amount not to exceed 4 percent of Job Class 8, Step 8. The calculation for the tool allowance shall be based upon straight time only.

4. The tool allowance shall be paid on a pro-rata basis for those designated employees working for part of the year. The pro-rated allowance shall be calculated as follows: number of straight time hours worked divided by 2080 hours.

5. A. To obtain reimbursement, the designated employee shall:

   1. Obtain vendor receipts for the purchase of tools the employee is required to provide pursuant to Paragraph 1 of this addendum. Only those vendor receipts for tools the employee is required to provide pursuant to this addendum shall be considered valid receipts.

   2. Within 120 days of purchase, complete, sign, and submit a "tool allowance claim form" together with the original vendor receipts to the County Equipment Maintenance Coordinator.

3. Create and maintain appropriate records such as an account book, diary, or similar record documenting the purchase at or near in time to the purchase.

B. Employee claims shall not exceed the tool allowance limit set forth in Paragraphs 3 & 4. In the event of over payment, the designated employee shall return the amount over paid within 30 days after being notified of the over payment.

6. A. Laws and regulations of the United States Internal Revenue Department, as amended, shall govern the issue of whether the tool allowance is considered "income" or an 'expense allowance".

B. Pursuant to regulations in effect on the date this addendum takes effect, the tool allowance shall be deemed an "expense allowance" not subject to withholdings for income tax, social security and Medicare for those designated employees who comply with Paragraphs 5A and 5B of this addendum.

7. For purposes of PERA, the tool allowance shall be deemed a reimbursement of expenses and not salary.

8. For purposes of the Tool Policy "designated employees" shall be limited solely to full time employees who are appointed to hold a permanent job posting of mechanic, mechanic-machinist or mechanic-welder employed in the County's Transportation Department.

Exhibit #1 TOOL ALLOWANCE COUNTY PROVIDED TOOLS:

Hydraulic Test Equipment
Air Conditional Reclaim Charger
Battery Chargers
Hydraulic Life Jacks
Jack Stands
¾" and greater Impact Wrenches
Taps and Dies
Drill Bits
Electric Power Tools All Hand Drills greater than ½" in size
End Wrenches greater than 2" in size
Sockets greater than 2" in size
Torque Wrenches greater than ½ " driver
Engine Specific Tools (certain engines may call for certain tools)
Manufacturer Specific Tools
Pullers
Porta Power
Electronic Diagnostic and Programming Equipment
Specialty Tools to be authorized by Highway Maintenance Supervisor

TOOL ALLOWANCE CLAIM FORM

FIRST NAME MI LAST NAME FUND DEPT. ACCT.

_____ __ _____ _____

EMPLOYEE'S POSITION EMPLOYEE'S PRINCIPAL WORKSITE

_____ _____

Date of Purchase	Tool Description	Vendor	Amount Paid

By my signature below, I certify:

1. I am appointed to hold a permanent job posting of mechanic, mechanic-machinist or mechanic-welder in the County's Transportation Department.
2. I purchased the above described tools on the dates and for the amounts specified in this claim.
3. Said tools are necessary to enable me to perform work assigned to me.
4. The original vendor receipts for the above described tools are attached.
5. This claim is just and correct, and no part of it has been paid.
6. All of the information set forth in this claim form is true and correct.

Dated:_____ _____
Designated Employee:

Approved: Based on knowledge of the necessity for the above described tools, and on the basis of compliance with the provisions of the department's tool allowance policy.
Dated:_____ _____
Itasca County Equipment Maintenance Coordinator

APPENDIX D-SENIORITY LIST

(insert Local 1452 Seniority List here; to get from Human Resources)

APPENDIX E-RETIREE LANGUAGE

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX F-AGREE TO FORM COMMITTEE

Either party may request to open the contract to negotiate language for the specific purpose of addressing the issue of an employee losing a CDL as it relates to the County's Federal Drug and Alcohol Testing Program—Action Plan for Disqualified Drivers. The Employer representatives on the Committee to be named by the County Board.

LETTER OF AGREEMENT

BETWEEN THE COUNTY OF ITASCA AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #1452

(Sub-foreman Assignment)

The purpose of the Letter of Agreement (hereinafter referred to as the Agreement) between the County of Itasca (hereinafter referred to as the County or the Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #1452 (hereinafter referred to as ASFCME or the Union) is to establish terms for the County to develop, implement and monitor a trial program of assigning sub-foreman duties to a designated Highway Maintenance Worker. The County and Union will collectively be referred to as the parties.

In order to implement the County's planned Sub-foreman assignment, the parties agree as follows:

1. The County will recognize the Highway Maintenance Worker assigned sub-foreman duties as a member of the bargaining unit through the period of time covered by this Letter of Agreement. The individuals (s) so assigned will continue to accrue seniority in Article 10 as though they were a Highway maintenance Worker for the duration of the assignment.

2. The compensation of the assignment will be rated at the grade of a sub-foreman.

3. The individual assigned to perform sub-foreman duties in this trial program will be determined through an application process.

    a. The assignment will be open tocurrent Highway Maintenance Workers who do not have in their personnel file a written reprimand, suspension or demotion that stems from an incident dated within the last 12 months and who have not received a rating of less than solid contributor in any performance rating criteria for the last 12 months prior to selection for the assignment.
    b. Eligible Highway Maintenance Workers will be permitted to express their interest in the assignment.
    c. The County Engineer will have authority and discretion to appoint provided that first consideration is given to seniority and qualifications for the job.
    d. The County Engineer will have authority and discretion to remove any individual from the assignment who fails to perform the duties of sub-foreman after the employee is given notice and has repeatedly failed in their efforts to make satisfactory improvement, is issued a written reprimand, suspension or demotion or repeatedly receives a performance review rating of less than solid contributor in any rating criteria.
    e. The assigned individual will have the ability to discontinue the assignment by notifying the County Engineer if they are no longer interested.
    f. The Union may file a grievance related to whether first consideration was based on seniority in the assignment or related to the disqualification or removal of any sub-foreman but said grievances may not proceed beyond Article 13 – Step 3 decisions by the County Board or its designee
    g. In no instance may a class action grievance related to the assignment be submitted.

.

4. In the absence of a Highway Maintenance Supervisor and sub-foreman for one (1) or more days, the most senior HMW shall assume the duties of sub-foreman and be paid at the grade for a sub-foreman for all hours absent the sub-foreman.

5. This Letter of Agreement will take effect on January 1, 2022.

6. This trial program is intended to allow the County the opportunity to determine whether such an assignment operates in the best interests of the County's efficient operation. The parties agree that this trial program pursuant to this Agreement may be discontinued unilaterally by either the County or the Union providing at least thirty (30) calendar days' notice to the opposing party. In addition, this Agreement will automatically expire on December 31, 2024 unless specifically extended in writing signed by both parties.

7. This Agreement will not operate as a waiver of any County or Union rights, operate as a binding past practice or operate as contract interpretation for any existing provision of the collective bargaining agreement. Upon expiration of the Agreement the County and Union will revert to their full rights that existed prior to entering into this Agreement. This Agreement may be entered into evidence only in support of a claim of breach of this agreement. This Agreement may not be entered into evidence in any arbitration or hearing in support of a waiver of rights claim, to support a past practice claim or as an aid for purposes of contract interpretation for any existing provision of the collective bargaining agreement.

8. All current sub-foreman and lead workers will remain in their assignments until they vacate that assignment or until they receive repeated unsatisfactory performance review ratings or receive disciplinary action of a written reprimand, suspension or demotion . Any shops that are currently rotating lead worker assignments will identify the most senior of the lead workers in rotation as the shop lead worker.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2022.

FOR:
ITASCA COUNTY

FOR:
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #1452

_____ _____

_____ _____

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2210

DEPARTMENT: Human Resources
TIME REQUESTED: 5 Minutes
PRESENTER: Lynn Hart, Brett Skyles

AGENDA ITEM:
Catastrophic Sick Leave Policy

BOARD ACTION REQUESTED:
Discuss a Catastrophic Sick Leave Policy.

BACKGROUND:
This Catastrophic Sick Leave policy would be a county-wide policy that allows employees to donate their vacation leave to employees inside and outside of their bargaining unit who have exhausted all of their eligible earned leave. Some of the labor contracts have language surrounding a catastrophic sick leave pool that is applicable to just their labor unit which would be removed once a county-wide policy is approved.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Catastrophic Leave Donation Policy 1-27-22

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

CATASTROPHIC LEAVE DONATION

1.1 Purpose

The County believes that reasonable measures should be taken to provide an opportunity for employees who wish to donate accrued vacation to other employees who have exhausted all accrued leave.

This policy does not replace the need for employees to save their earned sick leave and/or vacation. There is no guarantee donated leave hours will be approved or donated.

1.2 Eligibility to Receive

To be eligible to receive donated leave an employee, or a family member, must complete a request form and submit it to the Human Resources Director. It will be up to the employee requesting the donation whether or not the reason for the donation will be released to employees. Requests will be accepted only from individuals who are within one pay period of exhausting all accrued paid leave. Exceptions to these requirements will be approved by the Human Resources Director only in rare and unusual circumstances.

1.3 Conditions

An employee may receive donated leave to a care for themselves, or a family member, due to a medical emergency or catastrophic event under the following conditions:

1.3.1 Definitions

Family members include the employee's spouse or domestic partner, child, and/or parents of the employee.

Medical emergency is defined as an unplanned medical condition of the employee, or family member of the employee, that would require the prolonged absence of the employee from duty and would result in a substantial loss of income to the employee because the employee would have exhausted all paid leave available.

1.3.2 Eligibility

An employee is only eligible to receive donated leave for time lost from normal work hours under the terms and conditions set in paragraph 1.3.3.

1.3.3 Terms and Conditions

An employee will be eligible to receive donated leave only after the employee's accrued paid time off balance has been reduced to no more than three (3) days.

The use of available donated leave will take effect when an employee enters non pay status and continue until all donated leave has been used or the employee returns to work.

DRAFT

An employee receiving reimbursement of wages from any other source (i.e. Workman's Comp, Disability and Accident Insurance Policy, etc.) shall be ineligible to receive donated leave.

If an employee receives donated leave, and later receives wage reimbursement from another source (i.e. Workman's Comp, Disability and Accident Insurance Policy, etc.) the employee is required to pay back the hours received, which will then be returned to the employee who made the donation.

1.3.4 Limitations

No employee will be allowed to receive more than 240 hours or 30 days of donated vacation for any single major life-threatening disease or condition. Exceptions may be approved by the Human Resources Director only in rare and unusual circumstances.

1.4 Notification

Notification will be made by the Human Resources Director that a request has been made. With the employee's approval, the name of the employee who is to receive the donated leave and the reason for receiving the leave will be released by the Human Resources Department.

1.5 Leave Donations

Employees who wish to donate vacation will do so under the following conditions:

1.5.1 Written Request

A written request to donate leave must be made to the Human Resources Department on forms designated by the Human Resources Department for that purpose. The name of the employee who is to receive the donation will be noted on the form. The names of those who donate vacation may be made available upon written request by and to the employee who received the donations.

1.5.2 Donations

An employee may donate no more than eighty (80) hours of accrued vacation per calendar year to a single fellow employee. This shall not be construed to prohibit donating eighty (80) hours of vacation to additional employees. Further, any donation made under this policy will be taxable to the donor and the recipient.

1.6 Effect on Accrued Balances

The County will subtract the hours (not the dollar value) of donated vacation from the accrued balances of the employee making the donation and credit those hours to the requesting employee. Once a donation is made, it is irrevocable. However, if more donated hours are received than needed or allowed, the donations are used on a first come, first serve basis and will be returned to the employee if they are not needed.

1.6.1

DRAFT

Employees who receive donated leave will receive credit for holidays as well as earn sick leave and vacation while using donated leave. Any accrued leave shall be used prior to using donated vacation.

DRAFT

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2208

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Carolyn Randall

AGENDA ITEM:
2022 Redistricting Update

BOARD ACTION REQUESTED:
Receive update regarding 2022 Redistricting.

BACKGROUND:
The precinct verification process has begun. GIS, MIS, and Auditor's staff will be working with the Census data to determine if County Commissioner Districts are triggered for redistricting; if found that redistricting is required or requested, then a plan will be drafted for approval by the County Board and the County will seek public feedback on the proposed plan. No official adoption of plans or reestablishment of boundaries can begin prior to the enactment of legislative redistricting which is expected on February 15, 2022. The deadline for City and Township redistricting is March 29, 2022. The deadline for County and School Districts is April 26, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2161

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Tim Terrill

AGENDA ITEM:
Mississippi Headwaters Board Update

BOARD ACTION REQUESTED:
Receive update from Mississippi Headwaters Board.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2207

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Project Labor Agreement for CSAH 3

BOARD ACTION REQUESTED:
Authorize the County Transportation Department to not require a PLA on CSAH 3 Bituminous Rehabilatation and ADA Improvement Project.

BACKGROUND:
CSAH 3 is estimated to be a 4 million dollar project and includes bituminous rehabilitation and ADA Improvements along with construction of a roundabout at the intersection of CSAH 3 and 7th Ave SE. This project has 2.2 million dollars of federal aid associated with it. In discussing the use of PLA's with the District State Aid Engineer, she stated that the use of PLA's of federal aid projects tends to vary from administration to administration. While previously it was very difficult to obtain approval for the use of a PLA on a federal aid project, currently it is possible but very time-consuming. She further stated that 6 months should be allowed for the review of a PLA prior to plan submittal. At this time, plans are complete and if a PLA is required on this project, it will significantly delay construction, pushing it into the summer of 2023, jeopardizing federal funding. It is my recommendation that a PLA not be required for this project.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2162

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich
TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Sale of Tax-Forfeited Land to the City of Calumet

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of $250.00 plus all associated costs.

BACKGROUND:
The City of Calumet has requested purchase of tax-forfeited land legally described as Lots 22-27, Block 3, ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET for the amount of $250.00. Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than the market value if the county board determines that
(1) a reduced price will lead to the development of affordable housing,
(2) the governmental subdivision has documented its specific plans for developing affordable housing and the specific law that empowers it to acquire real property in furtherance of the plans.
The Itasca County Board of Commissioners has classified the above described property as non-conservation land. The City of Calumet has submitted a plan for developing affordable housing (see attached MOU).

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MOU Habit for Humanity
2. Resolution City

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 1, 2022

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF CALUMET

WHEREAS, the City of Calumet has requested purchase of tax-forfeited land legally described as Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET for the amount of $250.00 and,

WHEREAS, Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than the market value if the county board determines that

(1) that a reduced price will lead to the development of affordable housing,

(2) that the governmental subdivision has documented its specific plans for developing affordable housing and the specific law that empower it to acquire real property in furtherance of the plans; and

WHEREAS, the City of Calumet has submitted a plan for developing affordable housing (see Attached MOU), and the specific law that empower it to acquire real property in furtherance of the plans (see Attached Resolution); and

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined that a reduced price will lead to development of affordable housing; and

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. (d) for a price of $250.00 plus all associated costs.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALUMET AND ITASCA COUNTY HABITAT FOR HUMANITY

I. PURPOSE

This Memorandum of Understanding ("MOU") is entered into by and between the City of Calumet, Minnesota (hereinafter "City") and the Itasca County Habitat for Humanity (hereinafter "Habitat") for the purpose of setting forth an agreement whereby the City will acquire five vacant, tax-forfeited lots within the Calumet city limits which will in turn be sold to Habitat to be used by Habitat for affordable housing.

II. TERMS OF AGREEMENT

This agreement covers the period from the date of this agreement through Habitat building on and selling to a Partner Family.

A. The City agrees to:

1. Sponsor and submit to the Itasca County Board of Commissioners and Application and Use Plan, prepared by Habitat and signed by the City, requesting the transfer of State Deeds to the City of Calumet, an authority specifically granted to the City pursuant to Minn. Stat. Sec. 282.01, Subd. 1a, of the following tax-forfeited parcel:

Parcel No.	Proposed Price
87-410-0330 (Lots 22-27 Block 3)	$ 250.00

2. Upon approval by the Itasca County Board, the City will purchase the tax-forfeited lots at the proposed price.
3. Once the City receives the deed from the State of Minnesota, the City will deed the parcels to Habitat at the City's cost (approximately $500).

B. Habitat agrees to:

1. Prepare an Application and Use Plan for the City to submit to the Itasca County Board of Commissioners.

2. Upon approval of the Application and Use Plan and subsequent to purchase of the tax-forfeited lots by the City, Habitat agrees to purchase the lots from the City at the City's cost and create affordable housing to be sold to low-income families.

III. GENERAL PROVISIONS

A. **Licenses, Permits and Laws.** Habitat represents and warrants to the City that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Habitat to perform under this agreement. Failure of Habitat to comply with this provision shall

authorize the City to immediately terminate this Agreement. Habitat shall comply with any and all applicable federal, state and local laws, regulations, order and resolutions affecting the services covered by this agreement, including, but not limited to, the Americans with Disabilities Act.

B. **Time**. Neither party shall be considered to be in default of this agreement to the extent performance or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C. **Indemnity**. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. All indemnities contained in this Agreement shall survive the termination of this Agreement.

D. **Relationship of the Parties.** The parties agree that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting either party as the agent, representative or employee of the other for any purposes or in any manner whatsoever. The personnel of the parties, engaged in the performance of the Agreement, shall not be considered employees of the other party for purposes of unemployment compensation, workers' compensation, or any other employment-related matters.

E. **Termination.** Notwithstanding anything contained herein to the contrary, each party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party prior to the date it wishes to terminate this Agreement.

Dated: 1/20/2022

CITY OF CALUMET

By: April Sericke

Its: City Clerk

Dated: 1/18/2022

ITASCA COUNTY HABITAT FOR HUMANITY

By: [signature]

Its: Executive Director

CITY OF CALUMET
RESOLUTION NUMBER 21-10-19

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF CALUMET

A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST PARCEL #87-410-0330 FOR AN AUTHORIZED PUBLIC USE

WHEREAS, the City of Calumet has requested purchase of the following described tax-forfeited land for the sum of $250.00:
Lots 22-27 Block 3 of the original town site of the Village of Calumet, Itasca County, Minnesota for the purpose of creating affordable housing; and

WHEREAS, Minnesota Statute 282.01 Subd. 1a. (d) allows sale of non-conservation tax-forfeited land to a governmental subdivision for less than the market value if the County Board determines that a reduced price will lead to development of the affordable housing, the governmental subdivision has documented its specific plans for developing affordable housing and the specific law that empower it to acquire real property in furtherance of the plans (see attached); and

WHEREAS, the City of Calumet is a governmental subdivision which is authorized to purchase and sell real or personal property under Minnesota Statute 469.012. The City is eligible, with the approval of the County Board, to purchase non-conservation tax-forfeited lands for less than their market value for the purpose of developing affordable housing by Minnesota Statute 282.01, Subd. 1a, para (d) (1).

WHEREAS, the City of Calumet has entered into an agreement with the Itasca County Habitat for Humanity whereby the City of Calumet will pursue the purchase of the tax-forfeited parcels, which subsequently Itasca County Habitat for Humanity will construct affordable housing to income qualified Itasca County families (see attached plan); and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CALUMET respectfully requests that Itasca County withhold the property from sale. The City of Calumet also requests, that the Itasca County Board consider approving conveyance of said tax-forfeited trust parcel #87-410-0330 to the City of Calumet for $250.00, as provided for under Minnesota Statute 282.01 Subd. 1a. (d), for the authorized public use of creating affordable housing.

Upon vote taken, the following voted: For: Mayor Tuorila, Councilmembers Zaren, Strand, Pitts and Vaudrin. Against: none

Whereupon, said Resolution Number 21-10-19 was declared duly passed and adopted this 19th day of October, 2021.

By: John Tuorila, Mayor

Attest: April Serich, City Clerk

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2136

DEPARTMENT: Environmental Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Daniel Swenson

AGENDA ITEM:
Wabana Township Zoning Ordinance

BOARD ACTION REQUESTED:
Accept the Wabana Township Zoning Ordinance using the evaluative criteria found in MR 6120.3900 Subp. 4a.

BACKGROUND:
Itasca County received a draft Wabana Township Shoreland Management Ordinance on December 14, 2021 for review (the original draft ordinance has changed based on preliminary comments from County staff and the Minnesota Department of Natural Resources). The Wabana Shoreland Ordinance and accompanying information was submitted by Attorney Jason Hill on January 27, 2022 for clarification and additional comment from Itasca County.

In accordance to Minnesota Rules, Part 6120.3900, Subp. 4a(B), the Town "must demonstrate to the county board that their proposed ordinance and administration is at least as restrictive as the county's prior to final adoption by the township".

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. DOCSOPEN-#776570-v1-County_Ordinance_Packet

01/25/2022

RESULT:	**PULLED FROM AGENDA**

Motion To: Adopt the Resolution Re: Itasca County Review of Wabana Township Shoreland Management Ordinance, which accepts the Wabana Township Zonign Ordinance using the evaluative criteria found in MR 6120.3900 Subp. 4a.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Davin Tinquist

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 1, 2022

RESOLUTION 2022-10

RE: ITASCA COUNTY REVIEW OF WABANA TOWNSHIP SHORELAND MANAGEMENT ORDINANCE

WHEREAS, Itasca County, (herein referred to as the "County") received a draft Wabana Township (herein referred to as the "Town") Shoreland Management Ordinance on December 14, 2021 for review (the original draft ordinance has changed based on preliminary comments from County staff and the Minnesota Department of Natural Resources. The Ordinance was submitted to Attorney Jason Hill on Thursday, January 13, 2022 for additional clarification and comment and received back on January 27, 2022); and

WHEREAS, Minnesota townships may adopt shoreland management official controls so long as they are not inconsistent with or less restrictive than the official controls adopted by the County in which the Town is located using the criteria in Minnesota Rules, Part 6120.3900, Subp. 4a.; and

WHEREAS, In accordance to Minnesota Rules, Part 6120.3900, Subp. 4a(B), the Town "must demonstrate to the county board that their proposed ordinance and administration is at least as restrictive as the county's prior to final adoption by the township;" and

WHEREAS, County staff, in consultation with the Minnesota Department of Natural Resources, Town, and Attorney Jason Hill, have reviewed the townships submissions using the following evaluative criteria found in Minnesota Rules, Part 6120.3900 Subp. 4a:

a. The township ordinance contains the full range of shoreland management provisions contained in the county shoreland controls
b. The township ordinance provisions contain standards at least as restrictive as those in the county controls
c. Township controls do not allow land uses in areas that are not allowed under the county controls
d. The township's proposed administration and enforcement is at least as effective as county implementation
e. Property owners will not be required to obtain similar permits or approvals under both the county and township ordinance.

WHEREAS, County staff finds that the evaluation criteria of Minnesota Rules, Part 6120.3900 Subp. 4a are at least as restrictive and effective as the official controls of the County.

THEREFORE, BE IT RESOLVED, the County finds that the Town has adequately demonstrated that their proposed ordinance and administration will be at least as restrictive and effective as Itasca County's shoreland ordinance and endorses its conditional approval.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 1st day of February A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 1st day of February A.D. 2022.

Administrator

Wabana Township
Itasca County, Minnesota

ZONING APPLICATION

This is an application for:

_____ Conditional Use Permit _____ Zoning Ordinance Amendment
_____ Variance _____ Appeal

Parcel #: _____ Acres: _____
Property Address: _____ (attach full legal description)
Zoning District: _____

Applicant: _____ Phone: _____
Address: _____ E-Mail: _____
City/State: _____

Owner:_____ Phone: _____
Address: _____ E-Mail: _____
City/State: _____

Brief Description of Request (attach all additional information required by the Zoning Ordinance):

_____

If requesting a variance or an amendment, list the specific provision(s) of the Zoning Ordinance involved and attach an explanation of the reasons for the request: _____

_____

If this is an appeal, attach an explanation of the decision being appealed from and a detailed explanation of the reasons for the appeal.

I swear that all information submitted by me (or my agent representing me) as part of this request is true, correct, accurate and complete to the best of my knowledge. I understand and agree I am responsible for complying with the application provisions of the Town's Zoning Ordinance, I am required to obtain all other permits required by law, and that the Town will not process this application until it is complete and the required application fee and escrow are submitted. I hereby authorize Roseville Township representatives to enter upon property as reasonably needed to gather information pertinent to this application.

Applicant's Signature: _____Date: _____

Owner's Signature: _____ Date: _____

Town Use Only

Date Application Received: _____ Received by:_____
Application Fee Received: □Yes □ No Amount: $_____
Escrow Money Received: □Yes □ No Amount: $_____
Date Approved:_____ Date Denied:_____

WABANA TOWNSHIP
SHORELAND MANAGEMENT ORDINANCE

WABANA TOWNSHIP
ITASCA COUNTY, MINNESOTA

Ordinance No. 2022-____

Adopted on _____, 2022

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WABANA TOWNSHIP
SHORELAND MANAGEMENT ORDINANCE

The board of supervisors of the Town of Wabana ordains:

ARTICLE I
GENERAL PROVISIONS

1.1 **Authority and Purpose**. The Town Board of Wabana Township (the "Town") hereby adopts this ordinance, which shall be known as the "Wabana Township Shoreland Management Ordinance" (this "Ordinance"), pursuant to its authority under Minnesota Statutes, sections 462.351 to 462.364, Minnesota Rules, Parts 6120.2500 through 6120.3900, and such other law as may apply. This Ordinance does not rely on the authority provided in Minnesota Statutes, sections 366.10 to 366.181 and the procedures and requirements of those sections do not apply to this Ordinance. The Town has not adopted and does not administer or enforce the Minnesota Building Code.

The purpose of this Ordinance is (1) to protect the public health, safety, and general welfare, (2) to protect property values and preserve the quiet enjoyment of property, (3) to allow and regulate certain uses of land and structures within the Town while prohibiting other uses and structures, (4) conserving natural resources, wetlands, soils, bodies of water and groundwater, (5) preserving the natural and scenic areas of the Town, particularly the Town's lakes, (6) to allow and regulate residential, commercial and industrial development in the Town in an environmentally sustainable manner and in manner that protects the culture and history of the Town, (7) to make clear the provisions of this Ordinance are intended to be the minimum requirements applicable within the Town and that structures and land uses remain subject to such other laws, rules, regulations and ordinances as they may apply, and (8) to prescribe penalties for violating this Ordinance.

1.2 **Legislative Findings**. The Town Board hereby finds and determines as follows:

(A) Towns are defined as "municipalities" for the purposes of Minnesota Statutes, sections 462.351 to 462.364, and may adopt plans and official controls pursuant to those sections;

(B) The Town is authorized to adopt a full set of official controls regulating structures and the uses of land within the Town, but it may also enact a limited set of zoning regulations focused on those land uses it determines are in need of regulation in a manner stricter than the regulations imposed by Itasca County ("County");

(C) On January 6, 2021, the Town adopted the Wabana Township Comprehensive Plan 2020 ("Comprehensive Plan");

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(D) The Comprehensive Plan identified four goals and objectives intended to guide the Town's implementation strategies and action plans, including the consideration of, and adoption of, this Ordinance;

(E) The Comprehensive Plan's goals and objectives included (1) the preservation of the Town's natural resources, (2) providing recreational facilities and opportunities for the Town's residents, (3) working with other units of government to help achieve the Town's goals, and (4) ensuring that development in the Town occurs in an environmentally sustainable way;

(F) The Comprehensive Plan's strategies and action items included, but are not limited to, the development of a land use ordinance to address critical issues such as planned unit development, cluster housing, backlot development, campgrounds, landfills and gravel pits;

(G) The Minnesota Department of Natural Resources ("MNDNR") and the County, by and through the Itasca County Zoning Ordinance ("County Ordinance") currently regulate shoreland areas within the Town, but upon consideration of the goals and objectives of the Comprehensive Plan, the County Ordinance's shoreland regulations and official controls do not fully meet the needs of the residents of the Town;

(H) The Town Board finds that intensive and expanded residential, commercial and industrial development in the Town's shoreland areas, including many land uses permitted in the County Ordinance, poses a significant risk to the quality of the Town's many lakes, shoreline erosion, and the Town's rural, historical and cultural environment. The specific uses identified as posing a significant risk to the Town include, but are not limited to, new resorts, multi-family dwelling, conservation developments, controlled access lots, planned unit developments, gravel pits, campgrounds and RV parks, solar gardens and farms, wind energy conversion systems, fish farms and hatcheries, feedlots and industrial uses;

(I) The Town Board recognizes that it does not directly regulate water quality or human health, but it does have the authority to regulate the effects of land uses and is charged with a duty to protect public health, safety, and welfare;

(J) Exercising the Town's zoning authority to impose limitations on residential, commercial and industrial development in the Town's shoreland areas strikes the appropriate balance between reducing the negative impacts of such development and not unduly interfering with other Town goals;

(K) Adopting a more comprehensive set of zoning regulations encompassing other areas of the Town is currently not in the Town's best interests given its limited resources and the limited scope of uses occurring within the Town;

DRAFT

(L) For the reasons set forth herein, the Town Board determines it is appropriate and in the best interests of the Town to adopt shoreland regulations within the Town;

(M) The Town Board is aware of the limitation on its zoning authority, particularly the adoption of official controls in shoreland areas, set out in Minnesota Statutes, section 394.33 and Minnesota Rules, Part 6120.3900, and it finds the regulations imposed by this Ordinance (1) are not inconsistent with or less restrictive than the controls adopted by the County, (2) cover the same full range of shoreland management provisions covered by the County controls, (3) contain dimensional standards at least as restrictive as those in the County controls, and (4) do not allow land uses that are not allowed under the County's official controls; and

(N) In accordance with Minnesota Rules, Part 6120.3900, Subpart 4a, this Ordinance was submitted to the County, and on January 25, 2022, the County Board of Commissioners determined that this Ordinance and the administration and enforcement of this Ordinance by the Town is at least as restrictive as the County's shoreland controls.

1.3 **Jurisdiction**. This Ordinance shall apply to all areas within Wabana Township, except areas within the incorporated limits of any city, however organized, or as may otherwise be provided by law.

1.4 **County Regulations**. The County has adopted various ordinances impacting the development and use of property in the Town, including floodplain regulations, subdivision regulations, solid waste regulations, and regulations related to individual subsurface sewage treatment systems ("ISTS") or subsurface sewage treatment systems ("SSTS"). This Ordinance does not adopt, nor shall it be construed as adopting, any portion of those regulations and the Town is not assuming any responsibility for the administration or enforcement of those regulations. The Itasca County Zoning Ordinance includes shoreland regulations, establishes zoning districts and imposes regulations on the uses allowed within each district. The Town shall only be responsible for administering and enforcing the provisions of this Ordinance, including those provisions incorporated by reference, and anyone proposing to engage in or establish a regulated use or activity shall be required to obtain the required permit from the Town. The issuance of a conditional use permit or variance by the Town does not constitute, or take the place of, a permit or variance needed from the County, and the issuance of a permit or variance by the County does not constitute, or take the place of, a permit or variance needed from the Town. Anyone proposing to initiate, convert, or expand a use of land, or to construct or expand a building or structure, is strongly encouraged to contact both the County and the Town to identify the applicable regulations, restrictions, and permit requirements.

1.4.1 **Floodplains**. Those portions of the Town designated as floodplain areas according to the applicable FEMA maps shall be regulated by the County pursuant to its applicable ordinances and any permits required under the County's floodplain ordinance shall be obtained from the County.

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1.4.2 **ISTS/SSTS**. The County administers and enforces the Minnesota Rules, Chapters 7080-7083 regulations on ISTS/SSTS in the Town.

1.4.3 **Subdivisions**. Those proposing to subdivide property within the Town shall be subject to the County's subdivision regulations and requirements of this ordinance. However, pursuant to Minnesota Statutes, section 505.09, subdivision 1a, the County may not approve the platting of any land within the Town unless the Town Board first approves the plat and the laying of streets and other public ways shown on it. The Town Board may require, as a condition of any such approval, that the owner or developer enter into a development agreement with the Town Board regarding the proposed plat to address such issues as the Town Board may determine are needed in order to adequately protect the public health, safety, and welfare including, but not limited to, reimbursement of actual costs, providing security in the form and amount acceptable to the Town, and ensuring the proper construction of public improvements.

1.5 **Minimum Standards**. In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and welfare. Where the standards, regulations or requirements imposed by any provision of this Ordinance are either more or less restrictive than comparable standards, regulations or requirements imposed by any other ordinance, rule, or regulation of the Town, County, State, or Federal government, the statute, ordinance, rule, or regulation which imposes the more restrictive condition, standard, regulation, or requirement shall prevail. In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the Town, and shall not be deemed a limitation or repeal of any other powers granted by State statute.

1.6 **Consistency**. Should any provision in this Ordinance conflict with, or be found inconsistent with Minnesota Statutes, Chapter 462, the provisions of the applicable section of Minnesota Statutes, Chapter 462 shall apply, and supersede the inconsistent or conflicting terms of this Ordinance. It is not intended by this Ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail.

1.7 **Adoption by Reference**. This Ordinance adopts by reference various provisions of the County Ordinance in order to promote consistency between this Ordinance and the County Ordinance and to avoid having to restate the provisions in full in this Ordinance. The provisions adopted by reference shall be interpreted to give effect to the intent of this Ordinance and in accordance with the following rules:

(A) The provisions adopted by reference shall include such other provisions of the County Ordinance either directly referenced in the adopted provisions or that are necessary to give effect to the provisions adopted by reference, even if those provisions are not specifically identified in this Ordinance;

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(B) References to the Board of County Commissioners or to the County Board shall be to the Town Board unless the context clearly indicates otherwise;

(C) References to the Planning Commission shall be to the Wabana Township Planning Commission;

(D) References to the County Engineer shall be to an engineer retained by the Town;

(E) References to a County highway right-of-way shall be to a Town road right-of-way unless the context clearly indicates otherwise; and

(F) All applications required by the provisions adopted by reference shall be submitted to the Town Zoning Administrator or, if one has not been appointed, to the Town Clerk.

1.8 **Land Use Plan**. It is the policy of the Town that the enforcement, amendment and administration of this Ordinance be accomplished with due consideration of those recommendations contained in the Town's Comprehensive Plan.

1.9 **Applications**. All applications must be on forms approved by the Town Board. Any requests not submitted on an approved Town form shall not be considered an application for the purposes of this Ordinance or Minnesota Statutes, section 15.99 and shall be rejected. An application shall be immediately rejected if it is not accompanied by the required application fee. If an escrow is required, the applicant shall submit the required amount for escrow with the Town within five days of the submission of the application or the application shall be deemed incomplete and will not be processed.

1.10 **Unpaid Taxes or Charges**. Any application for a zoning request related to property in which there are delinquent property taxes, special assessments, penalties, interest, or past due public utility fees shall not be considered complete and shall not be processed until the owner certifies to the Town, with adequate supporting documentation, that all such delinquent or past due amounts, interest, and penalties have been paid in full. Furthermore, any person that submits an application for a zoning request that owes the Town for past zoning related fees or costs, or if the application relates to property on which there are zoning related fees or costs owed to the Town, the application shall be deemed incomplete and shall not be accepted or processed until all such delinquent or past due amounts have been paid in full to the Town. The Town will not process or issue a permit, variance, or any other zoning request to any of the above-described properties until all past due amounts, penalties, and interest have been paid in full. The Town may collect any zoning related fees, charges, or costs owed to it by certifying the amount to the County Auditor as a service charge pursuant to Minnesota Statutes, section 366.012 for collection together with the property taxes levied against any real property the person or entity owing the amount owns in the State. The Town will provide the property owner written notice of its intent to certify the amount on or before September 15. The amounts

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so certified to the County shall be subject to the same penalties, interest, and other conditions provided for the collection of property taxes.

1.11 **Severability**. If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance to a particular property, building, or structure, such judgment shall not affect the application of said provisions to any other property, building, or structure not specifically included in said judgment.

1.12 **Compliance**. No structure shall be erected, placed, converted, enlarged, reconstructed, or altered, and no structure or land shall be used, for any purpose or in any manner, which is not in conformity with this Ordinance. Construction of all structures and the established and operation of all uses must be in accordance with the application, plans, permit, and any applicable variances. Conditional use permits issued on the basis of approved plans and applications authorize only the use and construction set forth in such approved plans and applications and no other use or construction. Any use or construction not in conformance with that authorized shall be deemed a violation of this Ordinance unless a new or amended permit or variance is first obtained as provided in this Ordinance.

1.13 **Prior Zoning Regulations**. This Ordinance supersedes and replaces all previous land use, zoning, and subdivision ordinances adopted for the Town and all such previous land use and zoning ordinances are hereby repealed. The repeal of the Town's previous land use, zoning, and subdivision ordinances does not itself affect the status of any use, structure, or lot that was not in conformance with the earlier ordinances.

ARTICLE II
DEFINITIONS

2.1 **Definitions**. For the purposes of this Ordinance, the following terms shall have the meaning given them in this section. Any term not specifically defined in this Ordinance shall have the meaning given it in the County Ordinance, if not defined therein, it shall have the meaning given it in the most applicable Minnesota Statute or Rule, and if not defined therein, it shall the meaning given it in common usage in the context in which it is used herein.

(1) **Accessory Structure**. "Accessory Structure" means any building or improvement on the same parcel or set of contiguous parcels incidental and subordinate to the principal use or structure.

(2) **Accessory Use**. "Accessory Use" means any use on the same parcel or set of contiguous parcels incidental and subordinate to the principal use or structure.

(3) **Agriculture**. "Agriculture" means the art or science of cultivating the soil and activities incident thereto; the growing of soil crops in the customary manner on

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open tracts of land; the accessory raising of livestock and poultry; farming. The term shall include incidental retail selling by the producer of products raised and processed on the premises, provided that space necessary for parking of vehicles or customers shall be furnished off the public right-of-way.

(4) **Animal Unit**. "Animal Unit" means a unit of measure used to compare differences in the production of animal manure that employs as a standard the amount of manure produced on a regular basis by a slaughter steer or heifer.

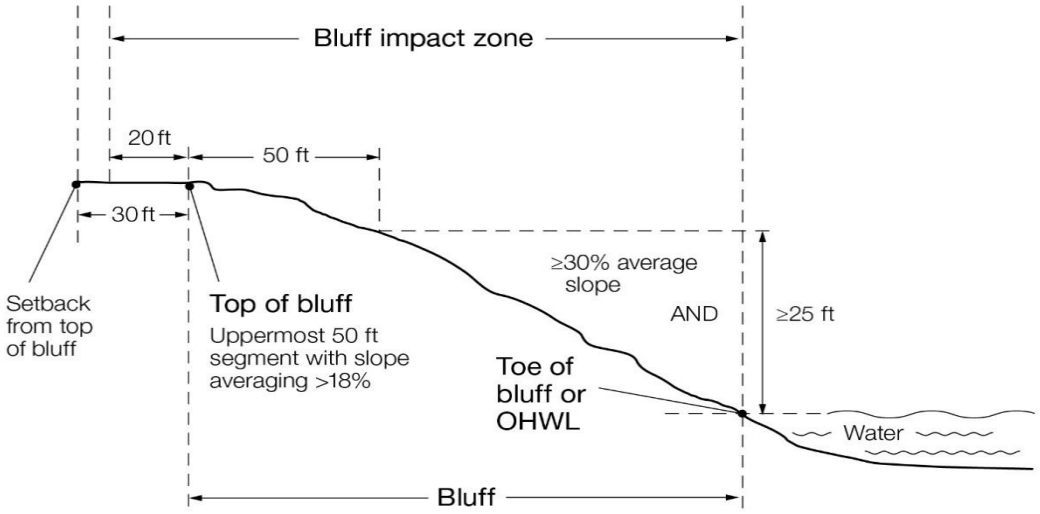
(5) **Bed and Breakfast Inn**. "Bed and Breakfast Inn" means an owner-occupied single family dwelling unit in which not more than five rooms are rented on a nightly basis for a period of seven or less consecutive days by the same person. Meals may or may not be provided to residents or overnight guests. All such establishments shall be duly licensed by all applicable city, county, and state regulations. Bed and Breakfast Inns shall comply with the single-family minimum parcel width/area requirements as specified by the district in which the establishment is located. Adequate parking shall be supplied. Signs identifying these inns shall not exceed three square feet.

(6) **Bluff**. "Bluff" means a topographic feature such as a hill, cliff, or embankment having the following characteristics:

(1) Part or all of the feature is located in a shoreland area;
(2) The slope rises at least 25 feet above the ordinary high water level of the water body;
(3) The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater, except that an area with an average slope of less than 18 percent over a distance of at least 50 feet shall not be considered part of the bluff; and
(4) The slope must drain toward the waterbody.

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Bluff, Bluff Impact Zone, Top and Toe of Bluff



(7) **Bluff Impact Zone**. "Bluff Impact Zone" means a bluff and land located within 20 feet of the top of a bluff.

(8) **Bluff, Toe of**. "Bluff, Toe of" means the lower point of a 50-foot segment with an average slope exceeding 18 percent or the OHWL, whichever is higher.

(9) **Bluff, Top of**. "Bluff, Top of" means for the purposes of measuring setbacks, the higher point of a 50-foot segment with an average slope exceeding 18 percent.

(10) **Boathouse**. "Boathouse" means a facility as defined by Minnesota Statutes, section 103G.245.

(11) **Buffer**. "Buffer" means a vegetative feature as defined by Minnesota Statutes, section 103F.48.

(12) **Building Line**. "Building Line" means a line parallel to a lot line or the OHWL at the required setback beyond which a structure may not extend.

(13) **Campground**. "Campground" means an area accessible by vehicle and containing campsites or camping spurs of tent and trailer camping. Campgrounds include areas organized and operated as residential or commercial enterprises such as cooperatives, common interest communities, shared-interest communities, recreational vehicle parks or any combination of these with other forms of development. A campground is considered a Resort, as defined in this Ordinance, that limits use to part-time camping in a tent, trailer, tent-trailer, motor home, or other structure capable of providing shelter and mounted on or hitched to a self-propelled vehicle.

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(14) **Conservation Development**. "Conservation Development" means a method of subdivision characterized by common open space and compact dwelling unit that are clustered in groups.

(1) Minor Conservation Development is one that contains 10 or less dwelling units that is in compliance with all provision of Article 15 of the County Ordinance.

(2) Major Conservation Development is one that contains 11 or more dwelling units and would require the processing of a conditional use permit and conservation development permit application as set forth in Article 15 of the County Ordinance.

(3) Non-compliant Minor Conservation Development is one that contains 10 or less dwelling units that is not in compliance with all provisions in Article 15 of the County Ordinance and would require the processing of a conditional use permit and conservation development permit application as set forth in Article 15 of the County Ordinance.

(15) **Conservation Easement**. "Conservation Easement" means a voluntary, legally binding agreement that limits certain types of uses or prevents development from taking place on a piece of property now and in the future, while protecting the property's ecological or open space values.

(16) **Controlled Access Lot**. "Controlled Access Lot" means a riparian lot that meets or exceeds the lot dimensions of a conforming riparian lot for the classification of the abutting public waters, does not have a residential dwelling or other buildings and is owned and intended for controlled access to abutting public waters for launching and retrieving watercraft by owners of lots in contiguous non-riparian tiers.

(17) **Commercial Solar System**. "Commercial Solar System" means a solar energy system that is designed to supply energy for off-site users or export to the wholesale market on the distribution grid.

(18) **Commercial Wind Energy Conversion System ("Commercial WECS")**. "Commercial Wind Energy Conversion System" or "Commercial WECS" means any combination of WECS with a combined nameplate capacity of 100 kilowatts or more.

(19) **Commissioner**. "Commissioner" means the commissioner of the Minnesota Department of Natural Resources.

(20) **Community Solar Garden**. "Community Solar Garden means a solar-electric (photovoltaic) array that provides retail electric power (or a financial proxy for

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retail power) to multiple community members or businesses residing or located off-site from the location of the solar energy system, under the provisions of Minnesota Statutes, Section 216B.1641 or successor statute.

(21) **Conditional Use**. "Conditional Use" means a land use as defined by this Ordinance that would not be appropriate generally but may be allowed with appropriate restrictions upon a finding that certain conditions as detailed in the Ordinance exist, the use conforms to the comprehensive plan, and the use is compatible with the existing neighborhood. Non-permitted conditional uses are listed in this ordinance.

(22) **Controlled Access Lot**. "Controlled Access Lot" means a riparian lot that meets or exceeds the lot dimensions of a conforming riparian lot for the classification of the abutting public waters does not have a residential dwelling or other buildings and is owned and intended for controlled access to abutting public waters for launching and retrieving watercraft by owners of lots in contiguous non-riparian tiers.

(23) **County**. "County" means Itasca County, Minnesota.

(24) **County Ordinance**. "County Ordinance" means the most current version of the Itasca County Zoning Ordinance.

(25) **Day Care Facility I**. "Day Care Facility I" means any facility, public or private, which for gain or otherwise regularly provides 12 or less persons with care, training, supervision, habilitation, rehabilitation, or developmental guidance on a regular basis, for periods of less than 24 hours per day, in a place other than the persons' own home. Day care facilities include but are not limited to: family day care homes, group family day care homes, day care centers, day nursery, nursery schools, developmental achievement centers, day treatment programs, adult day care centers and day services. Day care facility shall not include Group Home I or Group Home II facilities as defined in this Ordinance. Person means an adult who is handicapped by reason of mental retardation, mental illness, chemical dependency, or physical handicapped; a child whether handicapped or not, and for the purposes of adult day care, adult foster care and supportive living residences would include any adult who is functionally impaired.

(26) **Day Care Facility II**. "Day Care Facility II" means any facility, public or private, which for gain or otherwise regularly provides 13 to 16 persons with care, training, supervision, habilitation, rehabilitation or developmental guidance on a regular basis, for periods of less than 24 hours per day, in a place other than the persons' own home. Day care facilities include, but are not limited to: family day care homes, group family day care home, day care centers, day nursery, nursery schools, developmental achievement centers, day treatment programs, adult day care centers and day services. Day care facilities shall not include Group Home I and Group Home II as defined in this Ordinance. Person means an adult who is

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handicapped by reason of mental retardation, mental illness, chemical dependency or physical handicapped; a child whether handicapped or not; and for purposes of adult day care, adult foster care and supportive living residences would include any adult who is functionally impaired. See Minnesota Statutes, sections 245A.11 subds. 3-4 and 245A.14, subd. 2)

(27) **Deck**. "Deck" means a horizontal, unenclosed platform with or without attached railings, seats, trellises, and attached or functionally related to a principal use or site and at any point extending more than one foot above ground.

(28) **Duplex, Triplex, and Fourplex or Quad**. "Duplex, Triplex, and Fourplex or Quad" means a residential structure on a single lot, having two, three, or four dwelling units, respectively, attached by common walls and each unit equipped with separate living quarters, which are sleep or cooking facilities for each. district.

(29) **Dwelling**. "Dwelling" means a residential structure containing one or more dwelling units.

(30) **Dwelling, Multi-Family**. "Dwelling, Multi-Family" means a residence designed for or occupied by two to four families with separate living quarters, which are sleep or cooking facilities for each, including condominiums or other types of cooperative owner dwelling units.

(31) **Dwelling, Single-Family**. "Dwelling, Single-Family" means a detached residence designed for or occupied by one family only, including mobile home, manufactured home, or seasonal recreational cabin.

(32) **Dwelling Site**. "Dwelling Site" means a designated location for residential use by one or more persons using temporary or movable shelter, including camping and recreational vehicle sites.

(33) **Dwelling Unit**. "Dwelling Unit" means any structure or portion of a structure designed as short-term or long-term living quarters, which are cooking or sleeping facilities, for one or more persons, including rental or timeshare accommodations such as motel, hotel, and Resort rooms and cabins. Adequate sanitation facilities must be provided.

(34) **Dwelling Unit, Temporary Second**. "Dwelling Unit, Temporary Second" is intended to allow an elderly family member that has a medical condition or a special need to live independently. It is further intended that the use is clearly temporary and not to exceed a period of five years. For the purposes of this section, the term "family member" would include a parent, stepparent, child, stepchild, grandparent, grandchild, brother, sister, uncle, aunt, nephew, or niece. This relationship may be by blood or marriage.

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(35) **Earth Tones**. "Earth Tones" means colors that are muted, flat, browns, tans, grays, greens, and some reds.

(36) **Educational Classroom Facility**. "Educational Classroom Facility" means a facility for safety training, classroom safety training in conjunction with youth firearms training, 4-H activities, adult firearm safety training, various governmental agencies firearms safety training and similar types of training activities. The property for these training facilities shall not abut the shoreline of any lake, river or stream and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream.

(37) **Essential Services or Essential Service Systems**. "Essential Services" or "Essential Service Systems" means above ground or underground electrical, gas, communication, steam, liquid or sewer systems for collection, distributing or transmission purposes, used by governmental departments or commissions or by public or private utilities (including cooperatives). Such systems shall include, but not be limited to, towers, poles, pole mounted appurtenances, wires cables, conduits, pipes, sewers, drains, manholes, fire alarm boxes, police call boxes, public telephone booths and accessories thereto, all of which shall be considered as Special Structures. Electrical substations, communication repeater stations, pipe line pumping or metering stations, sewer lift stations, water wells and accessories thereto, including buildings that are an integral and protective part thereof, shall be considered as structures, which are parts of such essential service systems.

(38) **Extractive Use**. "Extractive Use" means the use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under Minnesota Statutes, sections 93.44 to 93.51, or successor statues.

(39) **Feedlot**. "Feedlot" means a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate. Or, where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. Open lots used for the feeding and rearing of poultry (poultry ranges) shall be considered to be feedlots. Pastures shall not be considered feedlots.

(40) **Forestry**. "Forestry" means the use and management of a forest, woodland, or plantation and related research and educational activities, including logging and the construction, alteration, or maintenance of wood roads, skid ways, landings, and fences.

(41) **Foster Home**. "Foster Home" means a family home licensed to provide one or more of the following types of care for children (under the age of 18 years) who are unrelated to the family and who are cared for 24 hours a day:

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(A) Emergency Home: A foster home designated primarily for time limited emergency placements, usually lasting no more than 30 days for any child;
(B) Interim Home: A foster home caring for children expected to return home within one year or to be placed for adoption within two years;
(C) Permanent Home: A foster home caring for children (whether State wards or not) under written agreement for planned care until the child reaches majority;
(D) Restricted Home: A foster home licensed for a specific child;
(E) Special Services Home: A foster home able to provide extraordinary care or services by virtue of training, experience or special skills; and
(F) Group Family Foster Home: A foster home providing care for no more than ten children, including the family's own children. See Minnesota Statutes, sections 245.782, subd. 6, 245.802, 245.812, subds. 2a, 3, 4, and 7 and Minnesota Rules, Part 1983 and 9545.0010, subpart 7.

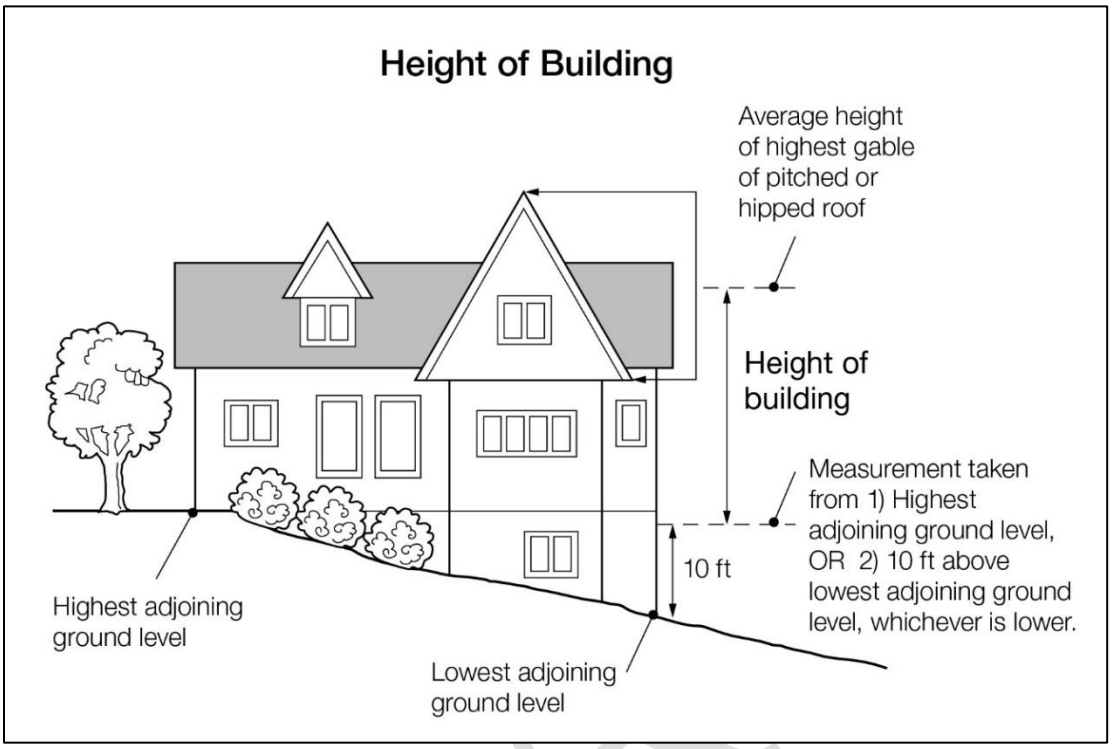
(42) **Group Home I**. "Group Home I" means a residential facility, which is either a public or private facility, which for gain or otherwise provides up to six persons who are handicapped by reason of mental retardation, mental illness, chemical dependency, physical handicapped or persons who are elderly, with a 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the persons' own home. Group Homes include, but are not limited to: State institutions under the control of the Commissioner of Human Services, residential treatment centers, maternity shelters, residential programs, supportive living residences for functionally impaired adults or schools for handicapped children. Person means an adult dependency, physical handicapped or elderly adults and a child whether handicapped or not.

(43) **Group Home II**. "Group Home II" means a residential facility, which is either a public or private facility, which for gain or otherwise provides from 7 to 16 persons who are handicapped by reason of mental retardation, mental illness, chemical dependency or physically handicapped or persons who are elderly, with a 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the person's own home. Group homes include but are not limited to: State institutions under the control of the Commissioner of Human Services, residential treatment centers, maternity shelters, residential programs, supportive living residences for functionally impaired adults or schools for handicapped children. Person means an adult who is handicapped by reason of mental retardation, mental illness, chemical dependency or physical handicapped or elderly adults and a child whether handicapped or not. See Minnesota Statutes, section 245A.11, subd. 3.

(44) **Height of Building**. "Height of Building" means the vertical distance between the highest adjoining ground level at the building or ten feet above the lowest

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adjoining ground level, whichever is lower, and the highest point of a flat roof or average height of the highest gable of a pitched or hipped roof.



(45) **Home Occupation I and II**. "Home Occupation I" and "Home Occupation II" mean a nonresidential use that will not change the character of the immediate neighborhood and will be conducted entirely within a residential dwelling or accessory building, carried on by the inhabitants of the residence, and which use is clearly incidental and secondary to the use of the premises for residential purposes. Home Occupations I and II should be distinguished from home hobbies or crafts which do not entail any industrial or commercial aspect. See also the provisions of Section 3.14 of the County Ordinance, which is incorporated herein by reference.

(46) **House of Worship**. "House of Worship" means a structure, together with its accessory structures and uses, where persons assemble for religious worship and which structure, together with its accessory structures or uses, is maintained and controlled by a religious body organized to sustain public worship.

(47) **Impervious Surface**. "Impervious Surface" means a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include rooftops, sidewalks, patios, storage areas, and concrete, asphalt, or gravel driveways.

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(48) **Industrial Use**. "Industrial Use" means activity or use of land or buildings for the production, mining or manufacturing of goods, products, commodities, or other wholesale items.

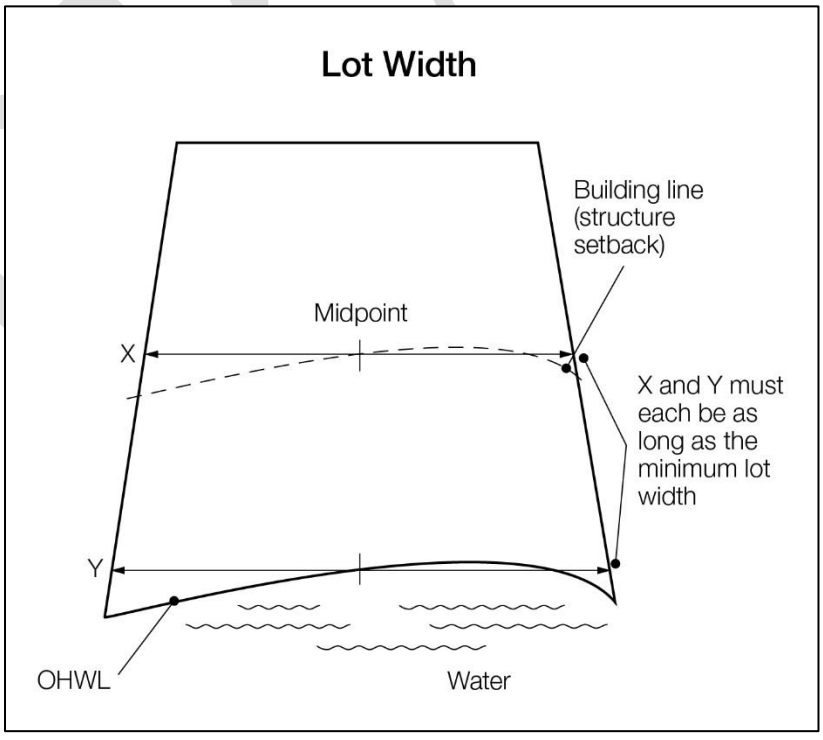
(49) **Intensive Vegetation Clearing**. "Intensive Vegetation Clearing" means the removal of more than one-third of the trees, brush, or shrubs in a contiguous patch, strip, row, block, or removal that would greatly reduce the natural screening and decrease aesthetics and ecological values of the property.

(50) **Land Use Plan**. "Land Use Plan" means the Wabana Township Comprehensive Plan 2020, as amended.

(51) **Lot**. "Lot" means one parcel within a block of an official lot and designated according to Minnesota Statutes, Chapters 505 and 515 or one parcel within an Auditor's Subdivision and designated according to Minnesota Statutes, Chapter 272.19 for the sale, lease, transfer, or separation thereof. For the purpose of this Ordinance, a lot, parcel, or tract shall be considered to be an individual building site that shall be occupied by no more than one Single-Family Dwelling Unit. Such lot shall have frontage or access on a public or private street or road or body of water.

(52) **Lot width**. "Lot Width" means the minimum distance between:

(1) Side lot lines measured at the midpoint of the building line; and
(2) Side lot lines at the OHWL, if applicable.



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(53) **Manufactured Home**. "Manufactured Home" means a structure, transportable in one or more sections, that in the traveling mode is eight body feet or more in width or 40 body feet or more in length or when erected on site is 320 or more square feet and is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and including plumbing, heating, air conditioning and electrical systems contained therein; except that the term includes any structure which meets all the requirements and with respect to the manufacturer voluntarily files a certification required by the Secretary of the U.S. Department of Housing and Urban Development and complies with the standards established under Minnesota Statutes, Chapter 327. These structures shall be constructed after June 15, 1976 and shall bear all of the required U.S. Department of Housing and Urban Development Seals and Labels. No manufactured home shall be moved into the Town that does not meet the Manufactured Home Building Code as defined in Minnesota Statutes, section 327.31, subd. 3, or successor statutes.

(54) **Mobile Home.** "Mobile Home" means a factory built dwelling not defined as a Manufactured Home and used generally for year-round occupancy as a single-family dwelling unit constructed for movement from place to place occasionally; generally less than 17 feet wide; generally requiring a special tow vehicle together with a special towing permit for travel on public highways; also used a temporary office space.

(55) **Nonconformity**. "Nonconformity" means any legal use, structure or parcel of land already in existence, recorded, or authorized before the adoption of official controls or amendments to those controls that would not have been permitted to become established under the terms of the official controls as now written.

(56) **Non-Riparian**. "Non-Riparian" means land that is not traversed or bounded by a lake, stream, river, or other natural watercourse.

(57) **Ordinary High-Water Level or OHWL**. "Ordinary High-Water Level" or "OHWL" means the boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the OHWL is the elevation of the top of the bank of the channel. For reservoirs and flowages, the OHWL is the operating elevation of the normal summer pool.

(58) **Parcel**. "Parcel" means an area of land designated by metes and bounds or other accepted means and separated from other parcels or portions by said description for the purpose of sale, lease, transfer or separation thereof. For the purpose of this Ordinance, a lot, parcel or tract shall be considered to be an individual building site that shall be occupied by no more than one Single-Family Dwelling

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Unit. Such lot shall have frontage or access on a public or private street or road or body of water.

(59) **Parcel Area**. "Parcel Area" means:

(A) For platted property, including tracts within a registered land survey and lots within an Auditor's Subdivision, the actual area of the lot or tract with no consideration for adjoining road right-of-ways, public or private.

(B) For unplatted property, the actual area of the parcel as described in the deed of record (warranty, quit claim, contract for deed).

(60) **Parcel Lines**. "Parcel Lines" means the lines bounding a parcel as defined herein. When a parcel abuts a road, street, highway, avenue, park of other public property except an alley, such lines shall be known as right-of-way line, and when a parcel line abuts on an alley, it shall be known as an alley line.

(61) **Parcel Water Frontage**. The measurement from side parcel line to side parcel line of a parcel measured along the OHWL. A surveyor's survey line will be construed to give this distance unless other evidence is shown.

(62) **Parcel Width**. "Parcel Width" means:

(A) Riparian: Parcel width requirements shall be met at both the OHWL and at the minimum structure setback line as described below:

1. At the OHWL, the parcel width shall be measured along the OHWL from the point of intersection of one side line to the point of intersection with the other sideline.
2. At the minimum structure setback line, the lot parcel width shall be measured as follows:
   a. First, determine the minimum structure setback distance from the OHWL as set forth in Section 5.5.5.
   b. Second, draw a line along the minimum structure setback paralleling the OHWL between the point of intersection of one sideline to the point of intersection with the other sideline.
   c. Third, determine the midpoint of the minimum structure setback line.
   d. Fourth, determine the shortest possible distance from the midpoint of the minimum structure setback line to each of the sidelines intersected by the water body at the structure setback line.
   e. Finally, add the two distances. The sum of the two segments shall meet or exceed the minimum parcel width at the minimum structure setback line.

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(B) Nonriparian: The parcel width required shall be met at the shortest or nearest distance between the sidelines measured at the building setback line.

(63) **Patio Platform, Ground-Level.** "Patio Platform, Ground-Level" means an unenclosed platform or deck that is constructed primarily of wood, a size not to exceed 160 square feet in area, and five feet in height above ground level.

(64) **Person**. "Person" means a natural person, partnership, corporation, association, or other legal entity.

(65) **Planned Unit Development**. "Planned Unit Development (PUD)" means a method of land use or Conservation Development characterized by a unified site design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, or lease, and that incorporates clustering of these units or sites to provide areas of common open space, and a mix of structure types and land uses. These developments may be organized and operated as residential or commercial enterprises such as individual dwelling units, townhouses, condominiums, time-share condominiums, cooperatives, common interest communities, shared-interest communities, apartment buildings, non-resort campgrounds and youth camps, recreational vehicle parks, manufactured home parks, or any combination of these with other forms of development. Planned unit developments shall also include any conversion of pre-existing structures and land uses in order to utilize this method of development.

(66) **Public Waters**. "Public Waters" means a body of water capable of substantial beneficial public use. This shall be construed to mean, for the purpose of this Ordinance, any body of water, which has the potential to support any type of recreational pursuit or water supply purpose. A body of water created by a private user where there was no previous shoreland, as defined herein, for a designated private use authorized by the Planning Commission shall be exempt from the provisions of the statewide standards and criteria, as defined in Minnesota Statutes, section 103G.005, subd. 15. Mine tailings basins, mine, or other industrial water reservoirs and water in mine pits are specifically excluded.

(67) **Resort**. "Resort" means a commercial establishment that includes buildings, lodges, structures, dwelling units, camping or recreational vehicle sites, or enclosures, or any part thereof kept, used, maintained, or advertised as or held out to the public to be a place where sleeping accommodations are furnished to the public, primarily to persons seeking recreation, for periods of one day or longer, and having for rent three or more cabins, rooms, campsites, or enclosures. The establishment must be primarily service-oriented for transient lodging of guests. All cabins, rooms, dwelling units, camping or recreational vehicle sites, or enclosures must be included in the Resort rental business. Resorts must not allow residential use of a dwelling unit or site, except dwellings used as residences for

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the service providers. To qualify as a Resort, a Resort must be licensed under appropriate state regulations as per Minnesota Statutes, section 157.16, subd. 1.

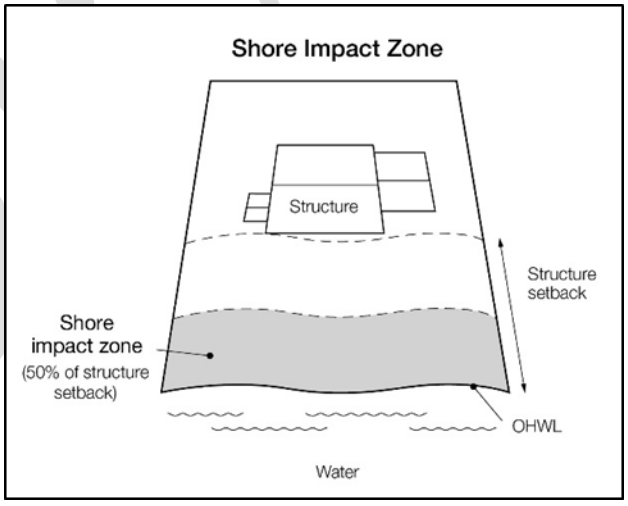
(68) **Riparian**. "Riparian" means Land that is traversed or bounded by a lake, stream, river, or other natural watercourse.

(69) **Setback**. "Setback" means the minimum horizontal distance between a structure, sewage treatment system, or other facility and an OHWL, sewage treatment system, top of a bluff, road, highway, property line, or other facility. Distances are to be measured horizontally from the property line to the most outwardly extended portion of the structure.

(70) **Sewage Treatment System**. "Sewage Treatment System" had the meaning given under Minnesota Rules, part 7080.1100, subp. 82.

(71) **Sewer System**. "Sewer System" means common or publicly owned pipelines, conduits, pumping stations, force main and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of common, approved, off-site disposal. See the Itasca County Sanitation Ordinance.

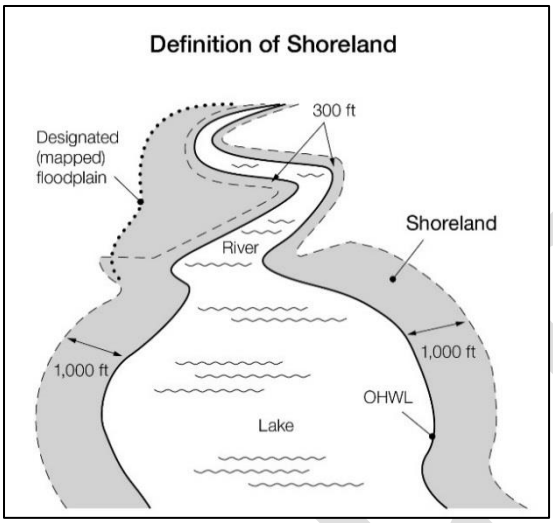
(72) **Shore Impact Zone**. "Shore Impact Zone" means the land located between the OHWL of public water and a line parallel to it at a setback of 50 percent of the required structure setback for the applicable lake or river classification. The shore impact zone for permitted agricultural land uses is 100 feet from the OHWL.



(73) **Shoreland**. "Shoreland" means land located within the following distances from public waters:

(1) 1,000 feet from the OHWL of a lake, pond, or flowage; and
(2) 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater.

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Whenever the shorelands of two or more public waters shall overlay, then the Shoreland area for each such public water may be reduced to coincide with the topographic divide between those waters. If there is not a topographic divide clearly delineated, then the midpoint between the two water bodies would regulate the appropriate classification.

(74) **Significant Historic Site**. "Significant Historic Site" means any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, section 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota state archaeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

(75) **Site Suitability Analysis**. "Site Suitability Analysis" means an evaluation of land to determine if it is appropriate for the proposed use. The analysis considers factors relevant to the proposed use and may include the following features: susceptibility to flooding; existence of wetlands; soils, erosion potential; slope steepness; water supply, sewage treatment capabilities; water depth, depth to groundwater and bedrock, vegetation, near-shore aquatic conditions unsuitable for water-based recreation; fish and wildlife habitat; presence of significant historic sites; or any other relevant feature of the natural land.

(76) **Solar Farm**. "Solar Farm" means a commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar thermal devices

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(CST), or other conversion technology, for the principal purpose of wholesale sales of generated electricity.

(77) **Steep Slope**. "Steep Slope" means land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available County soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of this Ordinance. Where specific information is not available, steep slopes are lands having average slopes over 18 percent, as measured over horizontal distances of 50 feet or more, which are not bluffs.

(78) **Structure**. "Structure" means any building or edifice, or any constructed addition to a building or edifice that changes its external dimensions or anything not collapsible, which is placed or built in or on the ground, shall be considered a structure. Every structure, excepting for a special structure, shall be subject to setback requirements prescribed by this Ordinance. Zoning permits as required by this Ordinance shall be obtained for structures before they are placed.

(1) An outdoor privy shall be considered, not only a structure, but also a sanitary facility, and as such shall meet all sewage treatment system requirements, which are prescribed by the County.
(2) Any currently licensed fish house, usable on ice for angling or spearing in winter, shall not be considered a structure or requiring a zoning permit, provided that, when placed on land during other seasons, it shall be subject to all setback requirements and shall not be used for living or sleeping quarters.

(79) **SWCD**. "SWCD" means the Itasca County Soil and Water Conservation District.

(80) **Target Shooting Facility**. "Target Shooting Facility" means a facility utilized for target shooting sports, including use of shotguns, rifles, pistols, and bows. Said facility is designed to prevent shot, balls, slugs, arrows, or other material from falling outside the facility property.

(81) **Temporary Borrow Area**. "Temporary Borrow Area" means land use involving the excavation or digging of material for use as fill exclusively at a road construction or road maintenance project. The borrow area designation would terminate once the particular road construction or maintenance project is completed, but shall in no case exceed two years.

(82) **Tower**. "Tower" means any pole, telescoping mast, tower, tripods, or any other structure that supports a secondary device.

(83) **Town**. "Town" means Wabana Township, Itasca County, a public corporation under the laws of Minnesota.

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(84) **Town Board**. "Town Board" means the board of supervisors of Wabana Township, Itasca County, Minnesota.

(85) **Variance**. "Variance" means the same as that defined in Minnesota Statutes, section 462.357, subd. 6(2)., and as limited by this Ordinance.

(86) **Water-Oriented Accessory Structure or Facility**. "Water-Oriented Accessory Structure or Facility" means a small, aboveground building or other improvements allowed by permit only (except stairways, fences, docks and retaining walls) which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses for water-related storage.

(87) **Wetland**. "Wetland" has the meaning given under Minnesota Rules, part 8420.0111.

(88) **Wind Energy Conversion Systems ("WECS").** "Wind Energy Conversion Systems," or "WECS," means an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers and substations that operate by converting the kinetic energy of wind into electrical energy. The energy maybe used on-site or distributed into the electrical grid.

(89) **Zoning Administrator**. "Zoning Administrator" means the person appointed by the Town Board to serve as the zoning administrator for the Town or the Town Board if it does not specifically identify one person to serve as the zoning administrator for the Town.

ARTICLE III
RULES OF INTERPRETATION

3.1 **Rules of Interpretation**. The language set forth in the text of this Ordinance shall be interpreted in accordance with the rules of construction:

(A) The word "person" includes firm, association, organization, company, partnership, cooperative, or corporation as well as an individual;

(B) The present tense includes the future tense, the singular number includes the plural, and the plural includes the singular;

(C) The word "shall" is mandatory and the word "may" is permissive;

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(D) The word "lot" shall include the words "plot," "piece," "parcel," and "property" and shall be interpreted broadly to give full effect of the provisions of this Ordinance;

(E) All distances, unless otherwise specified, shall be measured horizontally, and all distances expressed in feet shall be to the nearest 1/10 of a foot;

(F) General words are construed to be restricted in their meaning by preceding particular words;

(G) Specific language shall be controlling over general language;

(H) References in this Ordinance to any statutes, rules, regulations, or ordinances shall include any amendments to, or successors of, those statutes, rules, regulations, or ordinances. Furthermore, such references shall serve to incorporate those statutes, rules, regulations, or ordinances by reference to the extent necessary to achieve the intent and purposes of this Ordinance. However, such incorporations are intended only to give effect to this Ordinance and are not intended to make the Town responsible for the administration or enforcement of the referenced statutes, rules, regulations, or ordinances; and

(I) The listing of examples to further explain a term, concept, requirement, or process is not intended to be, and shall not be interpreted as, an exclusive listing. Unless the context clearly indicates otherwise, such listings are intended to be explanative without being exclusive or limited. The exception to this general rule of interpretation is the listing of uses allowed in a district, which is intended to be limited to only those uses and the uses the Town Board finds to be substantially similar as provided in this Ordinance.

ARTICLE IV
RECORDING AND ORDINANCE REVIEW

4.1 **Recording this Ordinance**. The Town Clerk shall record this Ordinance, and any subsequent amendments made hereto, in the office of the Itasca County Recorder after adoption.

4.2 **Ordinance Review**. In order to ensure the continued consideration of, and compliance with, the Town's Comprehensive Plan and coordination with the County Ordinance, the Town's Planning Commission and Town Board shall conduct a review of this Ordinance as necessitated by amendments of the County Ordinance or once every five (5) years, whichever is earliest.

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ARTICLE V
SHORELAND CLASSIFICATION, LAND USES, PERFORMANCE STANDARDS, VEGETATION AND LAND ALTERATIONS

5.1 **Intent and Shoreland Districts.** The State of Minnesota in Minnesota Statutes, Chapter 103F has defined shoreland areas and described limitations on uses and locations of structures in those areas. This Article implements the requirements of Minnesota Statutes, Chapter 103F by establishing special land use provisions for the shoreland districts.

The purpose of the shoreland districts is to preserve and enhance shoreland areas and to provide management policies reasonably consistent with the classification of the lakes within the Town along with maintaining the natural beauty and attractiveness of shoreland and to provide environmental protection for the water resource.

5.1.1 **Authority and Policy**. The shoreland regulations set forth in this article are adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Rules, Parts 6120.2500 to 6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462 and Minnesota Statutes, section 394.33, subd. 1. The Minnesota State Legislature has delegated responsibility to local governments of the State to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by the Town.

5.1.2 **Jurisdiction**. The provisions of this Article apply to the shorelands of the public water bodies as classified in Section 5.4 of this Ordinance. Pursuant to Minnesota Rules, Parts 6120.2500 to 6120.3900, no lake, pond, or flowage less than 10 acres in size in municipalities or 25 acres in size in unincorporated areas need be regulated in a local government's shoreland regulations. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempt from this Ordinance.

5.2 **Shoreland District Boundaries**. The Shoreland District boundaries are generally described as follows:

(A) Lakes. The district boundary for lakes is 1,000 feet from the ordinary high-water level (OHWL) of a lake, pond, or flowage.

(B) Rivers. The district boundary for rivers is 300 feet from the OHWL of a river or stream or creek or the landward extent of a flood plain designated by this Ordinance on a river or stream, whichever is greater.

5.3 **Parcels Which Cross District Boundaries**. Parcels may contain a portion that lies within two Shoreland Districts or a portion that lies within a Shoreland District and a non-shoreland area.

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(A) Within two Shoreland Districts.

1. Riparian. In the event that a parcel lies within two overlapping Shoreland Districts, the classification of the lake or river on which the development is proposed to front shall control.

2. Non-riparian. Whenever the Shoreland District of two or more public waters shall overlay, then the shoreland area for each such public water shall separate at the topographic divide to determine the appropriate classification. If there is not a topographic divide clearly delineated, then the midpoint between the two water bodies shall determine the appropriate classification.

(B) Within a Shoreland District and non-shoreland area. Structures and uses on the portion of a parcel that lies within a Shoreland District must conform to the provisions of this Article. Structures and uses on the portion that lies in non-shoreland area must conform to the provisions of the County Ordinance. When a structure or use crosses the boundary between the Shoreland District and non-shoreland area, the most restrictive provisions shall be applied to the entire parcel.

5.4 **Description of Public Water Classes and Shoreland Districts.** Public waters within the Town are classified according to policies contained in Minnesota Statutes, Chapter 103F and Minnesota Rules, Parts 6120.2500 to 6120.3900 and are listed in the Wabana Township Public Waters Classification List set forth in Appendix 1, attached hereto and incorporated herein by reference. The purpose of the shoreland classification system is to ensure that shoreland management on the public waters of the Town is regulated consistent with the classifications assigned by the commissioner under Minnesota Rules, Part 6120.3300. This Ordinance contains regulations that apply to the use of shoreland areas for each class of public waters.

Shoreland Districts have been established for the following classes of public waters: Two categories of Recreational Development lakes, three categories of Natural Environment lakes, Phosphorus Sensitive lakes, Trout Streams, Remote river segments, Forested river segments and Tributary river segments. The following are descriptions of each general classification within the Town:

(A) **Recreational Development (RD) lakes**. RD lakes are medium-sized lakes of varying depths and shapes with a variety of landform, soil, and groundwater situations on the lands around them. Moderate levels of recreational use and existing development often characterize them.

(B) **Natural Environment (NE) lakes**. NE lakes are small, often shallow lakes with limited capacities for assimilating the impacts of development and recreational use. They often have adjacent lands with substantial constraints for development such as high-water tables, exposed bedrock, and soils unsuitable for septic

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systems. These lakes usually do not have much existing development or recreational use.

(C) **Phosphorus Sensitive (PS) lakes**. PS lakes are lakes exhibiting the greatest potential for water quality impairment as determined by the Minnesota Lake Eutrophication Analysis Procedure (MNLEAP Itasca, W. Walker, 2005). MNLEAP uses readily available information *(i.e.*, watershed area, lake area, mean depth, and lakeshore land use inputs) to provide a simple screening tool for predicting natural and developed lake water quality conditions. The sanitation setbacks and impervious surface coverage requirements on PS lakes are the same as Natural Environment lakes.

(D) **Trout Streams**. All Trout Streams officially designated by the MNDNR shall be assigned to the Natural Environment-I lake class. Designated Trout Streams are specifically listed in Minnesota Rules, Part 6264.0050, subpart 4 and are subject to periodic change. If the Trout Stream identified in the Wabana Township Public Waters Classification List should deviate in any way from those listed in Minnesota Rules cited above, then the designation listed in Minnesota Rules shall take precedence.

(E) **Remote river segments**. Remote river segments are located in roadless, forested, and sparsely populated areas.

(F) **Forested river segments**. Forested river segments are located in forested and sparsely to moderately populated areas.

(G) **Tributary river segments**. Tributary river segments include river segments that are not classified as Remote or Forested.

All rivers and streams within the Town that are officially designated Trout Streams are assigned to Public Water Classification of Natural Environment-1. The other rivers and streams shall be assigned the Remote or Forested. The remaining protected unclassified watercourses as shown on the Itasca County's Protected Waters Inventory Map shall be assigned the Tributary class.

5.5 <u>Uses, Parcel Area, Parcel Width, Setback, and Other Standards</u>.

5.5.1 **Rules for Measurement.** The following rules shall apply to measuring:

(A) Parcel width shall be measured and met at both the OHWL and at the building line.

(B) Structure setback and sanitation setback for riparian parcels shall be measured at right angles from the OHWL to the building line. Structures include roads, driveways, and parking areas.

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5.5.2 **Permitted Uses.** The following uses are allowed in the Shoreland Districts as a matter of right:

(A) Accessory Structures;

(B) Agriculture. All forms of agriculture, horticulture, and animal husbandry, including necessary farm structures and processing of agricultural products but excluding fur farms and commercial kennels, provided that the provisions of Section 5.6.1 of the Ordinance are met;

(C) Bed and Breakfast Inns;

(D) Campgrounds, including RV Parks, allowed by Section 15A.4.4.A.1. of the County Ordinance, incorporated herein by reference;

(E) Conservation Easements;

(F) Day Care Facilities I;

(G) Dwellings, Single-Family. Such dwellings are permitted provided that the dwelling unit parcel has frontage on a publicly owned and maintained road. If the parcel does not front on a publicly owned and maintained road, a dwelling is allowed provided the landowner signs a notice of limited public services from the County prior to receiving a County Zoning Permit that is recorded with the Itasca County Environmental Services Department, with a copy to the Town.

(H) Dwellings, Temporary Second. Temporary second dwellings are permitted provided all of the following conditions are met:

(1) For the Shoreland District, the parcel size must comply with the minimum parcel dimensions of duplex parcels as set forth in the State Shore land Standards and in Table 1.

Table 1. Size Requirements for Temporary-Second Dwellings

Parcel Size Requirements for Temporary Second Dwelling				
	Riparian		Non-Riparian	
	Area (Sq. Ft.)	Width (Ft.)	Area (Sq. Ft.)	Width (Ft.)
Recreational Development	80,000	225	80,000	265
Natural Environment	120,000	300	160,000	400
Tributary		150		
Forested		300		
Remote		450		

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(2) The dwelling unit is a mobile home or manufactured home that is clearly temporary and does not cover more than 1,000 square feet of land surface and shall not exceed 15 feet in height;

(3) The dwelling unit shall comply with applicable structure setbacks;

(4) The dwelling unit shall have adequate sanitation facilities that comply with applicable design requirements and setbacks; and

(5) The dwelling unit is removed within 90 days of when the family member(s) no longer occupies the dwelling, which in this case means to reside, live, or dwell in said home. This time frame may be extended by the County Environmental Services Administrator because of winter or spring weather conditions.

(I) Essential Services;

(J) Existing Resort Expansion allowed by Section 15A.4.4.A.1. of the County Ordinance, incorporated herein by reference;

(K) Forestry. All forms of forestry uses including processing, necessary structures, and construction of access roads to remove timber;

(L) Foster Homes;

(M) Game Refuges;

(N) Group Homes I;

(O) Home Occupations I that meet the provisions of Section 3.14 of the County Ordinance, incorporated herein by reference;

(P) Public Parks and Recreational Areas; and

(Q) Wildlife Areas.

5.5.3 **Conditional Uses**. The following uses may be allowed in the Shoreland Overlay Districts as conditional uses, subject to the provisions regarding the issuance of a conditional use permit:

(A) Educational Classroom Facility for safety training, classroom safety training in conjunction with youth firearms training, 4-H activities, adult firearm safety training, various governmental agencies firearms safety training and similar types of training activities. The property for these training facilities shall not abut the shoreline of any lake, river or stream

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and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream;

(B) Group Homes II;

(C) Home Occupations II that meet the provisions of Section 3.14 of the County Ordinance, incorporated herein by reference; and

(D) Houses of Worship; not to be located any closer than 350 feet away from the ordinary high-water level (OWHL) of any lake, river or stream and for parcels that do not touch public waters.

5.5.4 **Prohibited Uses**. Uses not specifically listed in Sections 5.5.2 and 5.5.3 of this Ordinance are prohibited in Shoreland Districts. Additionally, uses expressly prohibited in the Shoreland Districts are as follows:

(A) Conservation Developments, Major;

(B) Conservation Developments, Minor;

(C) Conservation Developments, Non-compliant Minor;

(D) Controlled Access Lots;

(E) Planned Unit Developments;

(F) Multi-Family Dwellings;

(G) Duplex, Triplex, and Fourplex or Quad, other than Existing Resort Expansion permitted in Section 5.5.2(J) of this Ordinance;

(H) New Resorts;

(I) Existing Resort Expansion, other than permitted in Section 5.5.2(J) of this Ordinance;

(J) Extractive Uses;

(K) Temporary Borrow Areas;

(L) Campgrounds, including RV Parks, other than permitted in Section 5.5.2(D) of this Ordinance;

(M) Community Solar Gardens;

(N) Commercial Solar Systems;

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(O) Solar Farms;

(P) Wind Energy Conversion Systems;

(Q) Commercial storage of petroleum and hazardous materials;

(R) Towers;

(S) Fish Farms;

(T) Fish Hatcheries;

(U) Feedlots; and

(V) Industrial Use.

5.5.5 **Minimum Parcel Area, Width, and Setbacks**. Table 2 contains the minimum parcel area, parcel width, setback standards, maximum impervious surface coverage, and maximum heights. The minimum suitable area per parcel shall be 10,000 square feet. Suitable area is calculated by excluding all wetlands, bluff, major utility easements greater than 30 feet in width, or land below the OHWL of public waters. The minimum setbacks for dwellings from the side yards shall be 15 feet and 30 feet from the rear yards. The minimum side and rear yard setbacks for structures housing livestock shall be 100 feet from the nearest parcel lines. Accessory buildings, including detached garages, must be setback at least 10 feet from the side and rear parcel lines. Setbacks are measured from the closest part of the structure, including decks, eves, or overhangs. See Table 2.

Table 2. Residential Dwelling Unit Requirements

RESIDENTIAL DWELLING UNIT REQUIREMENTS								
	Minimum Parcel Size				**Riparian Setbacks**		**Maximum**	
	Riparian		**Non-riparian**		Structure (Ft.)	Sanitation Septic Tank Sewage Treatment (Ft.)	Impervious Surface (% of Parcel)	Building Stories / Height (Ft.)
Lake Class	Width (Ft.) Approx. Depth (Ft.) Area in Sq. Ft.	Area (Ac.)	Width (Ft.) Approx. Depth (Ft.) Area in Sq. Ft.	Area (Ac.)				
Recreational Development-2	200 327 65,340	1.5	200 436 87,120	2	100	75 Tank 100 Treatment	15[1]	2.5 / 35
Recreational Development-1	200 436 87,120	2	200 545 108,900	2.5	100	75 Tank 100 Treatment	15[1]	2.5 / 35
Natural Environment-1	200 436	2	200 545	2.5	200	100 Tank	12	2.5 / 35

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	87,120		108,900			150 Treatment		
Natural Environment-2	300 363 108,900	2.5	300 436 130,680	3	100	100 Tank 150 Treatment	12	2.5 / 35
Natural Environment-3	300 436 130,680	3	300 515 152,460	3.5	100	100 Tank 150 Treatment	12	2.5 / 35
Phosphorous Sensitive[2]	*See Underlying Lake Classification*					100 Tank[3] 150 Treatment[3]	12	2.5 / 35
River Class								
Tributary	150	Zone			100	75	12	2.5 / 35
Forested	200	Zone			150	100	12	2.5 / 35
Remote	300	Zone			200	150	12	2.5 / 35

[1]Incentive: Property owner can increase the coverage allowed by 5% if erosion control and stormwater management conform to the shoreline vegetative buffer standards.
[2]See County Subsurface Sewage Treatment System (SSTS) Ordinance.
[3]Performance system required if setbacks not maintained.

5.6 **Additional Use Restrictions for All Shoreland Districts**. The following additional restrictions shall be placed on land uses in all Shoreland Districts:

5.6.1 **Agricultural Use Standards**. General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming, wild crop harvesting, and activities related thereto are permitted uses in Shoreland Districts provided they are allowed in the underlying Itasca County zoning district and provided the following provisions are met:

(A) Steep slopes, shore impact zone, and bluff impact zones are maintained in permanent vegetation or if under agricultural or home gardening use, that use is operated under a conservation plan approved by the Itasca County Soil and Water Conservation District ("SWCD");

(B) Manure spreading within the Shoreland District is done only under a manure management plan approved by the SWCD and is done in such a manner as to minimize the impact on soils and public water. In any case, manure spreading is prohibited in the shore impact zone. The shore impact zone for parcels with permitted agricultural land uses is equal to a line parallel to and 150 feet from the OHWL;

(C) The use of fertilizer or pesticides within Shoreland Districts must be done in such a way as to minimize impact on the shore impact zone or public water by proper application or use of earth or vegetation. Only phosphorous-free fertilizers may be used. The shore impact zone for parcels with permitted agricultural land uses is equal to a line parallel to and 150 feet from the OHWL;

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(D) Feedlots are a prohibited use within Shoreland Districts; and

(E) Keeping of livestock is regulated as follows:

1. Buildings housing livestock shall be a minimum of 50 feet from any parcel line and dwelling unit on the same parcel and a minimum of 250 feet from a residential dwelling unit on another parcel.

2. No animals may be penned within 200 feet of a neighboring residential dwelling unit or 150 feet from any wells other than the landowner, except up to five domesticated dogs or cats shall be permitted. "Penned" is the confined feeding, breeding, raising, or holding of animals. This provision does not apply if the animals are pastured in an area of 10 acres or more.

3. Recognizing that residential uses and the keeping of livestock may be incompatible, the following limits apply to the Shoreland District. Domesticated pets, such as dogs and cats but specifically excluding horses, may be kept without a permit.

(a) On parcels of less than five acres, keeping of livestock is not permitted.
(b) On parcels of five to nine acres, three animal units are allowed.
(c) On parcels or contiguous parcels larger than nine acres, three animal units plus one animal unit for every two acres beyond nine acres are allowed.
(d) Keeping of animals in amounts in excess of the limits in Section 5.6.1 (E) 3. b., c. and f shall require a conditional use permit.
(e) On all lakes, livestock uses shall be setback 150 feet from the OHWL.
(f) Animal units shall be determined as follows:

Animal	**Animal Units (A.U.)**
1 dairy cow	1.4
1 slaughter steer, heifer, horse	1.0 (each)
1 swine	0.4
1 sheep, goat, dog	0.2
1 duck, turkey	0.02
1 chicken	0.01

5.6.2 **Storage of Petroleum and Hazardous Materials**. Commercial storage of petroleum products and hazardous materials require a conditional use permit in

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Shoreland Districts except when associated with a licensed Resort and the following conditions are met:

(A) The aggregate volume of storage tanks does not exceed 500 gallons unless a permit is acquired from the Itasca County Environmental Services Department;

(B) The storage tank and operation thereof comply with Minnesota Rules, Part 7151;

(C) The storage site is setback at a distance equal to the required sanitation setback listed in Section 5.5.5;

(D) An impervious containment structure is in place in a size large enough to capture and contain all of the stored material in the case of a leak or spill; and

(E) Customer self-service of gas dispensation shall not be allowed.

5.7 **Additional Standards for All Shoreland Districts**. The following standards apply to all structures and uses in Shoreland Districts. When there is a conflict between the provisions of the Shoreland District and the underlying zoning district for Itasca County, the provisions of the Shoreland District prevail.

5.7.1 **Alteration of Vegetation and Topography**. Alteration of vegetation and topography in shoreland areas is regulated under this Ordinance to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, preserve historic and archeological sites, prevent bank slumping, and protect fish and wildlife habitat.

(A) General Standard. The general standard for alteration of vegetation and topography is that the minimum amount of alteration that is necessary for the permitted use is allowed.

(B) Site Preparation Allowed. Within the general standard stated above, alterations to vegetation and topography, including grading, filling, and excavation, necessary for the construction of structures and sewage treatment systems are allowed under an approved zoning permit that meets all the provisions of Section 5.7.1.

(C) Roads, Driveways and Parking Areas. Alterations to vegetation and topography for roads, driveways, and parking areas are regulated by Section 5.8.3.

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(D) Steep Slopes. Removal of vegetation on steep slopes is not allowed, except to allow one access path from a residence to the shore that is 12 feet or less in width.

(E) Shore Impact Zone. Such zone is land located between the OHWL of public water and a line parallel to it at a setback of 50 percent of the structure setback. A shoreline buffer shall exist in the shore impact zone consisting of trees, shrubs and low ground cover of native plants and understory in a natural state as regulated by Section 5.7.

(F) Bluff Impact Zone. Such zone is a bluff and land located within 20 feet from top of bluff.

(G) Burning. Burning of vegetative, debris, and yard waste is prohibited within the shore impact zone.

5.7.2 **Fertilizers**. Fertilizers used for lawn maintenance must have a zero percent phosphorus content level.

5.7.3 **Pesticides**. The use of pesticides is prohibited within 50 feet of the OHWL or the shore impact zone, whichever is greater, except programs supported by county, state, or federal agencies.

5.7.4 **Riparian Access Rights**. Property owners of riparian lots shall not be allowed to establish, grant or record an easement or deed of conveyance granting riparian access rights to property owners of non-riparian lots, including but not limited to use as a boat landing.

5.8 **Shoreland Alterations Regulated**. Shoreland alterations of vegetation and topography shall be regulated and minimized to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values including historic sites and archaeological sites, prevent bank slumping, and protect fish and wildlife habitat. Shoreland alteration permits required by this Ordinance shall be obtained from the County in accordance with the regulations set forth in the County Ordinance.

5.8.1 **Vegetation Alterations**.

(A) Exemption. Vegetation alteration necessary for the construction of permitted structures and sewage treatment systems and the construction of roads and parking areas regulated by Section 5.8.3 are exempt from the vegetation alteration standards that follow.

(B) Standards. Removal or alteration of vegetation shall be subject to the following standards:

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1. A shoreline buffer shall exist in the shore impact zone, consisting of trees, shrubs, and low ground cover of native plants and understory consistent with natural cover of shorelines in the area. Buffer depth from the OHWL shall be as in Table 3;

Table 3. *Shoreland Alteration Buffer Depths Required*

Buffer Depth by Public Waters Classification	**Feet**
Recreational Development	15
Natural Environment	50
Phosphorus Sensitive	50
Agricultural, Urban and Tributary River Segments	50
Forested and Transition River Segments	50
Remote River Segments	50

2. Intensive vegetation clearing within the shore and bluff impact zones and on steep slopes is not allowed. Intensive vegetation clearing for forestland conversion to another use outside of the shore and bluff impact zones is allowable as a conditional use if an erosion control and sedimentation plan is developed and approved by the Itasca County SWCD; and

3. Vegetation clearing and removal of native ground cover, plants, and leaf matter within the shore and bluff impact zones and on steep slopes shall not be allowed, except the following:

   a. Limited clearing of trees and brush and cutting, pruning, and trimming of trees is allowed to provide a view to the water from the principal dwelling site and to accommodate the placement of stairways, landings, picnic areas, access paths, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities shall be allowed. An access path shall not exceed a cleared width of 12 feet. Only one shoreline recreation use area shall be allowed on each residential parcel and it shall not exceed 15 feet in depth by the width in Table 4.

Table 4. *Maximum Width of Shoreland Recreation Use on Residential Parcels*

Public Water Classification	Maximum Width in Feet Parallel to Shore
Recreational Development	30
Natural Environment	20
Phosphorus Sensitive	20
Agricultural, Urban, and Tributary	30

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Forested and Transition	20
Remote	10

b. Vegetation within the shore impact zone shall be maintained to screen structures with trees and shrubs so that the structures are at most 50 percent visible from public waters during summer, leaf-on conditions. The maximum view corridor shall be less than 50 feet or one-third of the parcel width, whichever is less;

c. Along rivers, existing shading of water surfaces is preserved; and

d. The above provisions are not applicable to the removal of trees, limbs, or branches that pose safety hazards.

5.8.2 **Shoreland Alterations and Permits**.

(A) Separate Permit Not Required. Alterations and excavations necessary for the construction of structures, sewage treatment systems, and driveways under validly issued permits for these facilities do not require the issuance of a separate shoreland alteration permit. However, the shoreland alteration standards in Section 5.8.2 must be incorporated into the issuance of permits for construction of structures, sewage treatment system, and driveways.

(B) View Corridor. In shore impact zones and bluff impact zones, limited clearing is permitted for a view corridor with up to a maximum width opening of 50 feet. Beyond the shore and bluff impact zones only limited clearing is allowed. Within the structure setbacks, bluff impact zones, and on steep slopes, alterations of vegetation and soil movement shall be kept to a minimum and shall be consistent with the Field Office Technical Guide of the Natural Resource Conservation Service.

(C) Activities Requiring a County Permit. A shoreland alteration permit issued by the County shall be required for the following activities:

1. The movement of more than 10 cubic yards of material on steep slopes or within shore or bluff impact zones;
2. The movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones; and
3. Within the shore and bluff impact zones, a shoreland alteration permit shall also be required for all of the following and shall be done in accordance with listed restrictions:
   a. Lake access roads - constructed to avoid a straight sight line and a maximum width of 12 feet.

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b. Ice ridge removal - maximum width at the bottom of the opening shall be 12 feet and the maximum width at the top of the opening shall be 25 feet.

c. Beach sand blankets - maximum size of 30 feet along the shoreline by 15 feet back from the OHWL and shall be located within the view corridor. The sand must be clean with no organic materials. The natural slope must be less than five percent and the sand blanket application must be constructed in a way that will prevent erosion.

d. Landscaping retaining walls - maximum height of two feet except as determined by the Zoning Administrator but not to exceed four feet. To the extent possible, a landscaping retaining wall should be designed to display natural aesthetics. Retaining walls for the purpose of shore protection are allowed only if a permit is obtained from the MNDNR.

e. Riprap - allowed for erosion control. Additional permit(s) may also be required from the MNDNR. To the extent possible, riprap should be designed to display natural aesthetics.

(D) Standards. The following considerations and conditions must be adhered to during the issuance of shoreland alteration permits by the County, conditional use permits, variances, and subdivision approvals by the County:

1. Grading or filling in any Type 2, 3, 4, 5, 6, 7, or 8 wetland as defined in MNDNR rules must be evaluated to determine how extensively the proposed activity would affect the following functional qualities of the wetland:
   a. Sediment and pollutant trapping and retention;
   b. Storage of surface runoff to prevent or reduce flood damage;
   c. Fish and wildlife habitat;
   d. Recreational use;
   e. Shoreline or bank stabilization;
   f. Noteworthiness, including special qualities such as historic significance, critical habitat for endangered plants and animals or others; and
   g. Evaluation must also include a determination of whether the wetland alteration being proposed requires permits, reviews, or approvals by other local, state, or federal agencies such as a watershed district, the MNDNR, or the U.S. Army Corps of Engineers.

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2. Alterations must be designed and conducted in a manner that ensures only the smallest amount of bare ground is exposed for the shortest time possible.
3. Mulches or similar materials must be used, where necessary, for temporary bare soil coverage and a permanent vegetation cover must be established as soon as possible.
4. Methods to minimize soil erosion and to trap sediments before they reach any surface water feature must be used.
5. Altered areas must be stabilized to acceptable erosion control standards consistent with the Field Office Technical Guide of the Natural Resource Conservation Service.
6. Fill or excavated material must not be placed in a manner that creates an unstable slope.
7. Plans to place fill or excavated material on steep slopes must be reviewed by qualified professionals for continued slope stability and must not create finished slopes of 30 percent or greater.
8. Fill or excavated material must not be placed in bluff impact zones.
9. Any alterations below the OHWL of public waters must first be authorized by the Commissioner under Minnesota Statutes, section 103G.245.
10. Alterations of topography may only be allowed if they are necessary to permitted or conditional uses and do not adversely affect adjacent or nearby properties.

(E) Shoreland Alteration Permit Process and Order for Restoration Process. Applications for shoreland alteration permits shall be processed and regulated by the County as set forth in Section 5.9.2 E. of the County Ordinance. The issuance of Orders for Restoration by the County for violations of shoreland alternation permits shall be processed and regulated by the County as set forth in Section 5.9.2 F. of the County Ordinance.

5.8.3 **Placement and Design of Roads, Driveways, and Parking Areas**.

(A) Public and private roads and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening from view from public waters.

(B) A qualified individual must provide documentation that all roads and parking areas are designed and constructed to minimize and control erosion to public waters consistent with the Field Office Technical Guide of the Natural Resource Conservation Service.

(C) Roads, driveways, and parking areas must meet structure setbacks and not be placed within bluff and shore impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be

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placed within these areas and must be designed to minimize adverse impacts.

(D) Public and private watercraft access ramps, approach roads and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of Section 5.8.1 are met. For private facilities, the grading and filling provisions of Section 5.8.2 must be met.

5.8.4 **Soil Erosion Plan and Stormwater Management Required**. When applying for a subdivision with the County within a shoreland district, an erosion control and stormwater management shall be designed using the best management practices found in Chapter 12 of the Minnesota Pollution Control Agency's Minnesota Stormwater Manual. It shall be the responsibility of the applicant to provide such plan to the County. With the application, the applicant shall submit a detailed site and grading plan, which is drawn to scale, showing the proposed project site and surrounding area, showing all relevant topography and elevations of the area to be excavated or filled, and any other information the County Zoning Official may require. Construction activity that results in the disturbance of one or more acres will require a stormwater permit from the Minnesota Pollution Control Agency.

5.8.5 **Alteration to Bed of Public Waters**. Any alteration to the bed of public waters, including construction of marinas, channels, ditches, or lagoons; dredging of bottom, muck, or weeds; or filling in a lake or river bed, including marshlands; and installation of permanent docks and other projections, shall require a permit from the Commissioner.

5.9 **Shore Access Stairways, Lifts and Landings**. Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways and lifts must meet the following design requirements:

5.9.1 **Width**. Stairways and lifts must not exceed four feet in width on residential parcels. Wider stairways may be used for existing commercial properties, public open-space recreational properties, Conservation Developments, and Resorts.

5.9.2 **Landings**. Landings for stairways and lifts on residential parcels must not exceed 32 square feet in area. Landings larger than 32 square feet may be used for existing commercial properties, public open-space recreational properties, Conservation Developments, and Resorts.

5.9.3 **Canopies or roofs**. Canopies or roofs are not allowed on stairways, lifts, or landings.

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5.9.4 **Construction**. Stairways, lifts, and landings may be constructed above the ground on posts or pilings or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion.

5.9.5 **Location**. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of parcels, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical; and

5.9.6 **Handicapped**. Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, provided that the dimensional and performance standards of Section 5.9 are complied with in addition to the requirements of Minnesota Rules, Part 1341.

5.10 **Water-Oriented Accessory Structures**. A permit must be obtained from the County for the construction of water-oriented accessory structures ("WOAS"). Permits will be authorized by the County provided all of the following criteria are met:

5.10.1 **Setbacks**. The location shall be no closer than 10 feet from the OHWL within the shore impact zone. The location shall be a minimum of 10 feet from the side yards, located in the view corridor, or directly adjacent to the view corridor, whichever location is furthest from the parcel line.

5.10.2 **Not a Dwelling**. The structure shall not contain a dwelling, interior sanitary facility or water supply, and shall not be utilized for other uses such as fuel sales, bait sales, and motor repair.

5.10.3 **Size**. The overall size shall not exceed 250 square feet with a maximum of a two feet overhang or eves.

5.10.4 **Height**. The height shall not exceed 10 feet. The roof shall not be utilized for a deck, storage, or any other purpose for which a roof is not normally intended.

5.10.5 **Screening**. Trees or shrubs as viewed from the water shall screen the structure and such screening shall extend to the OHWL.

5.10.6 **Color**. Earth tone colors preferred.

5.11 **Detached Ground-Level Patio Platform**. A detached ground-level patio platform may be allowed within the shore impact zone at a setback of not less than 10 feet from the OHWL provided no part of the structure shall exceed five feet in height above ground-level and the size shall not exceed 160 square feet. Exemptions are as follows:

(A) Exemption – Size. The combined size of a water-oriented accessory structure and the patio platform shall not exceed a total of 250 square feet.

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(B) Exemption – High Water Elevations. Detached ground-level patio platforms are exempt from the high water elevations as set forth in Section 3.17.4 of the County Ordinance.

5.12 **Dry Saunas and Gazebos**. Dry saunas and gazebos are permitted accessory structures if the following criteria are met:

5.12.1 **Setbacks**. Such structures may be located closer to the water body than the structure setback from the OHWL, but are not permitted in the shore or bluff impact zones. Side yard setback is 10 feet.

5.12.2 **Not a Dwelling**. No such structure, including saunas, shall contain a water supply or plumbing including drains. No such structure shall contain any cooking facilities.

5.12.3 **Interior**. No such structures shall contain any insulation or heating of any kind, with the exception of saunas, limited to the hot-room only.

5.12.4 **Size**. The size of such structures shall not exceed 250 square feet and is limited to one each per residential parcel.

5.12.5 **Height**. The height shall not exceed 12 feet and nor may the roof be used for any purpose other than a roof.

5.12.6 **Screening**. Such structures shall be screened from view from the water body, except a 12 foot wide view corridor.

5.12.7 **Color**. Earth tone colors preferred.

5.12.8 **Materials**. Such structures must be constructed primarily from wood and placed on footings without slab foundation.

5.13 **Notification to Minnesota Department of Natural Resources and the Western Mesabi Mine Planning Board**.

(A) All proposed amendments to this Article must be submitted to the Department of Natural Resources for review and approval for compliance with the statewide shoreland management rules. The Town will submit the proposed ordinance amendments to the commissioner or the commissioner's designated representative at least 30 days before any scheduled public hearings.

(B) All notices of public hearings to consider variances, ordinance amendments, or conditional uses under shoreland management controls must be sent to the commissioner or the commissioner's designated representative at least ten (10) days before the hearings.

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(C) All approved ordinance amendments and final decisions approving variances or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked within ten (10) days of final action. When a variance is approved after the Department of Natural Resources has formally recommended denial in the hearing record, the notification of the approved variance shall also include the summary of the public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.

(D) Any request to change the shoreland management classification of public waters within the Town must be sent to the commissioner or the commissioner's designated representative for approval, and must include a resolution and supporting data as required by Minnesota Rules, Part 6120.3000, subpart 4.

(E) Any request to reduce the boundaries of shorelands of public waters within the Town must be sent to the commissioner or the commissioner's designated representative for approval and must include a resolution and supporting data. The boundaries of shorelands may be reduced when the shoreland of water bodies with different classifications overlap. In these cases, the topographic divide between the water bodies shall be used for adjusting the boundaries.

(F) The Zoning Administrator shall send copies of all notices of any public hearings to consider variances, amendments or conditional use permits within the Western Mesabi Mining Area to the Western Mesabi Mine Planning Board.

5.14 **Site Suitability Checklist**. Applicants for conditional use permits in the shoreland districts shall complete a Site Suitability Checklist, Town Zoning application, and provide all information requested on the checklist before an application is deemed complete and reviewable by the Planning Commission, if at the time the application is filed the Zoning Administrator determines completion of the Site Suitability Checklist will aid the review process or at the request of a concerned citizen. See Appendix 2 for the Site Suitability Checklist Form.

5.15 **Forest Management Standards**. The commercial harvesting of timber and associated reforestation to the maximum extent possible should be conducted consistent with current voluntary water quality best management practices adopted by the MNDNR and the provisions of the Minnesota Forest Resources Council's Voluntary Site-Level Forest Management Guidelines. A Shoreland Alteration Permit from the County shall be required prior to any timber harvesting within the shore impact zone to regulate and prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank slumping, and protect fish and wildlife.

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ARTICLE VI
NONCONFORMING USES, STRUCTURES, PARCELS AND SSTS

6.1 **Incorporation of County Ordinance**. The Town Board hereby adopts, and incorporates herein, by reference Article 4 of the County Ordinance with regard to nonconforming uses, structures, parcels and SSTS. The County shall administer and enforce the provisions of Article VI of this Ordinance in accordance with the County Ordinance.

ARTICLE VII
ADMINISTRATION

7.1 **Zoning Administrator**. The Town Board may appoint a person to serve as the Zoning Administrator for the Town. If the Town Board does not specifically designate a person to serve as the Zoning Administrator, the Town Board shall serve as the Zoning Administrator and may delegate one or more of the duties of the position to one or more persons as the Town Board determines is appropriate. Such person or persons shall be fully authorized to carry out the delegated duties on behalf of the Town.

7.1.1 **Duties**. The Zoning Administrator shall have the following duties, which shall be conducted in a manner which is consistent with this Ordinance, applicable laws, and the directions and instructions of the Town Board:

(A) Administer the provisions defined in the Wabana Township Shoreland Management Ordinance;

(B) Determine whether a permit application is complete and complies with the terms of this Ordinance;

(C) Receive, and forward to the Planning Commission, Township Clerk, Board of Appeals and Adjustments and the Town Board all applications and other materials as is appropriate;

(A) Issue permits once they have been approved as provided in this Ordinance;

(B) Issue notices of denial to applicants;

(C) Maintain permanent and current records of permits and approvals issued pursuant to this Ordinance, including, but not limited to, amendments to this Ordinance, issuance of conditional use permits, variance approvals, and appeals;

(D) Conduct inspections to determine compliance with the provisions of this Ordinance and institute in the name of the Town, any appropriate actions or proceedings against a violator as provided by this Ordinance or law;

(E) Serve as an ex-officio member of the Planning Commission;

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(F) Collect all fees required by this Ordinance and pay the same to the Town;

(G) Track the application of the 60-day rule to land use requests, provide notices to applicants as may be needed, and to keep the Town informed of the applicable deadlines for actions with respect to individual land use requests;

(H) File for record with the Itasca County Recorder or Registrar of Titles all documents required to be filed by law;

(I) To enforce this Ordinance, including through the issuance of violation notices, stop work orders, cease and desist orders, or corrective orders as determined appropriate, and to work with the Town Attorney as needed to administer and enforce this Ordinance; and

(J) To perform such other duties and responsibilities as provided in this Ordinance or as assigned by the Town Board.

7.2 **Board of Appeals and Adjustments**. The Town Board shall serve as the Wabana Township Board of Appeals and Adjustments.

7.2.1 **Rules and Procedures**. The Board of Appeals and Adjustments may adopt rules and procedures related to how it conducts its meetings and hearings, provided such rules and procedures are consistent with the provisions of this Ordinance and applicable laws.

7.2.2 **Meetings and Hearings**. The Board of Appeals and Adjustments will hold meetings and hearings as needed to conduct its duties. Meetings of the Board of Appeals and Adjustments may be held as part of the regular or special meetings of the Town Board.

7.2.3 **Powers and Duties**. The Board of Appeals and Adjustments shall have the following powers and duties:

(A) To grant variances from the strict enforcement of the standards and provisions prescribed by this Ordinance. Variances shall only be granted based upon the criteria prescribed in this Ordinance. No variances shall be granted to allow non-permitted uses in any shoreland district;

(B) To hear and decide appeals. Appeals shall only be heard and considered in conformance with the procedures prescribed in this Ordinance;

(C) To interpret the provisions of this Ordinance and of any shoreland district boundary consistent with the purpose and intent of this Ordinance. No

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interpretation shall be made to allow any non-permitted uses in any shoreland district; and

(D) Perform such other duties as provided in this Ordinance.

ARTICLE VIII
ZONING REQUESTS

8.1 **Conditional Use Permits**.

8.1.1 **Criteria for Granting Conditional Use Permits**. In determining whether to grant a conditional use permit, the Planning Commission and Town Board shall consider the effect of the proposed use upon the health, safety, morals, and general welfare of occupants of surrounding lands and water bodies. Among other things, the Planning Commission and Town Board shall consider the following criteria in determining whether to approve a requested conditional use permit:

(A) Conditional use permits shall not and cannot be granted to allow a non-permitted use in any shoreland district.

(B) The use will not create an excessive burden on existing parks, schools, roads, and other public facilities and utilities which serve or are proposed to serve the area;

(C) The use will be sufficiently compatible or separated by distance or screening from adjacent agriculturally or residentially zoned or used land so that existing property will not be depreciated in value and there will be no deterrence to development of vacant land;

(D) The structure and site shall have an appearance that will not have an adverse effect upon adjacent properties;

(E) The use, in the opinion of the Planning Commission and Town Board, is reasonably related to the existing land use;

(F) The use is consistent with the purpose of the this Ordinance and the purposes of the shoreland district in which the applicant intends to locate the proposed use;

(G) The use will not materially adversely impact air quality or water quality;

(H) The use will not cause soil disturbance;

(I) The site will have sufficient access for ingress and egress;

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(J) The site is adequate for water supply and sewage treatment;

(K) The use shall not cause unsafe or unhealthy conditions;

(L) The use is not in conflict with the Land Use Plan of the Town; and

(M) The use will not cause traffic hazards or congestion.

8.1.2 **Conditions of Approval**. In permitting a new conditional use or the alteration of an existing conditional use, the Planning Commission may recommend, and the Town Board may impose, in addition to these standards and requirements expressly specified by this Ordinance, additional conditions considered necessary to protect the best interest of the surrounding area or the community as a whole. These conditions include, but are not limited to, the following:

(A) Lakeshore Mitigation. Measures shall be required to mitigate the impacts of developments, nonconforming structures or uses on lake water quality. Lakeshore mitigation requirements shall be determined according to the following mandatory mitigation practices:

1. Evaluate and upgrade ISTS to comply with the requirements of Minnesota Rules Chapter 7080.
2. Implement erosion control, storm water management, and mitigation plan. This may be accomplished by working with Itasca SWCD or other sources but final plan must be reviewed by Itasca SWCD.
3. The mitigation plan shall consist of restoring shore impact zone to effectively screen structure(s) as viewed from the waters as set forth in Section 5.8.1(B)1. A shoreline buffer consisting of trees, shrubs and ground cover of native plants and understory shall be required as follows:

Table 5. *Buffer Requirements for Conditional Uses*

Lake Class	Buffer (Distance from OHWL landward)
RD	15
NE	50
Sensitive	50

4. Plant materials for native vegetation buffers shall be as prescribed according to the landscape position, water table, soil type and exposure of the project site. For every 5,000 square feet of buffer area, there shall be a variety of types of native trees, shrubs, forbs, and grasses planted to achieve full coverage. The survival of planting materials must be maintained for a minimum of five

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years, so that the approved coverage plan is adhered to. This coverage plan may be inspected periodically to assure compliance.

5. Other mitigation practices may be required by the Planning Commission such as the use of exterior building materials that blend with natural vegetation.

(B) Increasing the required lot size or yard dimension;

(C) Limiting the height, size or location of buildings;

(D) Controlling the location and number of vehicle access points;

(E) Increasing the road width;

(F) Increasing the number, size, location or lighting of signs;

(G) Requiring diking, fencing, screening, landscaping or other facilities to protect adjacent or nearby property;

(H) Designation of open space;

(I) Annual review if deemed appropriate by the Town Board; and

(J) Such other conditions as deemed necessary to eliminate or reduce the negative impacts of the use.

8.1.3 **Procedure**.

(A) Applications for conditional use permits will not be accepted from anyone who is not an owner of land for which the application is made.

(B) The person applying for a conditional use permit shall fill out and submit to the Zoning Administrator a conditional use permit application form and application fee.

(C) The Zoning Administrator shall refer the application to the Planning Commission for review.

(D) The Planning Commission shall hold a public hearing on the application. At least ten (10) days' published notice shall be provided of the public hearing. Written notice shall also be mailed by first-class mail to all property owners of record, according to the county auditor's property tax records, (1) within one-quarter mile of the property to which the application relates or (2) to the ten property owners nearest the property to which the application relates, whichever would provide notice to the greatest number of property owners. The notice shall state the time, place,

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and purpose of the hearing. Failure of any property owner to receive notice of the hearing shall not in any way affect the validity of the hearing or its results.

(E) The Planning Commission shall forward its recommendation to either deny or approve the conditional use permit to the Town Board together with any recommended conditions. The Town Board will take final action on the request. A written record of conditions of approval shall be made at the time of the decision by the Town Board.

(F) The applicant or his representative shall appear before the Planning Commission in order to present evidence concerning the proposed conditional use;

(G) If the Planning Commission recommends granting the conditional use permit, it may recommend conditions it considers necessary to protect the public health, safety and welfare.

(H) An amended conditional use permit application shall be administered in a manner similar to that required for a new conditional use permit. Amended conditional use permits shall include requests for changes in conditions and as otherwise described in this Ordinance.

(I) No application for a conditional use permit shall be resubmitted for a period of six (6) months from the date of denial.

(J) Granted conditional use permits shall become void if the applicant does not proceed substantially on the work within six (6) months, where applicable. To proceed substantially means to make visible improvement to the property. One or more extensions for not more than six (6) months each may be granted by the Town Board for good cause.

(K) If the land use does not conform to the conditions of the permit, the conditional use permit may be revoked after notice to the applicant of a public hearing for the intended revocation and passage of a resolution of the Town Board to that effect.

(L) All conditional use permits that are granted by the Town Board must be recorded at the office of the Itasca County recorder at the applicant's expense.

(M) The Zoning Administrator shall maintain a record of all conditional use permits issued including information on the use, location, and conditions imposed by the Planning Commission and Town Board, time limits, review dates, and such other information as may be appropriate.

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8.1.4 **Amended Conditional Use Permit**. Any change involving structural alterations, enlargement, intensification of use, or similar change not specifically permitted by the conditional use permit issued, shall require an amended conditional use permit and all procedures shall apply as if a new permit were being issued.

8.1.5 **Revocation of a Conditional Use Permit**. A conditional use permit may be revoked by the Planning Commission for good cause upon due notice and hearing. Good cause shall include any violation of the agreed upon conditions attendant to the conditional use permit.

(A) Notice of intent to revoke. A written notice of intent to revoke shall be prepared by the Planning Commission. This notice shall include the following:

1. Identity and address of the conditional use permit holder(s);
2. Legal description of the real property to which a conditional use permit applies;
3. The facts alleged to constitute good cause to revoke and the dates or approximate dates of alleged violations(s);
4. The date, time and place of the public hearing of the Planning Commission at which time revocation of said conditional Use Permit will be considered and determined;
5. The right of the conditional use permit use holder or their authorized representative to attend and be heard at said hearing; and
6. The right of said conditional use permit holder or other aggrieved person to appeal any termination made by the Planning Commission to the Town Board subject to the procedures and requirements of Section 8.4 of this Ordinance.

(B) Service of notice of intent to revoke. The notice of the intent to revoke shall be served by certified mail addressed to the conditional use permit holder, together with the owner(s) and mortgagee(s) of record of the subject property, the latter not less than ten days before the public hearing of the Planning Commission.

8.2 **Variances**. No variances shall be granted by the Town except in conformance with this Section and in accordance with Minnesota Statutes, section 462.357, subd. 6.

8.2.1 **Authority**. The Board of Appeals and Adjustments may grant a variance from the provisions of this Ordinance in order to promote the effective and reasonable application and enforcement of this Ordinance. A variance is a modification or variation of the provisions of this Ordinance as applied to a specific property. The Board of Appeals and Adjustments may not grant a variance for any use that is not allowed by this Ordinance for property in the shoreland district in which the property is located.

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8.2.2 **Application**. Application for a variance shall be made by the property owner, or its authorized agent, on the Town's application form, be accompanied by the required application fee and escrow (if required), and must, at a minimum, contain all of the following information:

(A) The name and mailing address of all property owners of record, according to the county auditor's property tax records, within one-half mile of the property to which the application relates;

(B) The name of the applicant and of all owners of the property to which the application relates;

(C) A description of the proposed use or structure to which the variance relates; and

(D) An explanation of the specific conditions and circumstances that give rise to the practical difficulties in strictly complying with the provisions of this Ordinance and the specific provisions of this Ordinance from which a variance is being sought.

8.2.3 **Procedure**. Requests for a variance shall comply, and shall be processed in accordance, with the following:

8.2.3.1 **Zoning Administrator**. An application for a variance must be submitted to the Zoning Administrator. The Zoning Administrator shall review the application to determine if it contains all the required information and is otherwise complete, including payment of the required fees. If an application is not complete, the Zoning Administrator shall provide the applicant written notice of what information is needed in order to make the application complete within 15 days of the Town's receipt of the application. The Zoning Administrator shall forward complete applications to the Planning Commission to conduct a hearing.

8.2.3.2 **Notice**. At least ten days before the date of the hearing, notice shall be published in the Town's official newspaper and mailed by first-class mail to all property owners of record, according to the county auditor's property tax records, within 500 feet of the property to which the application relates. The notice shall state the time, place, and purpose of the hearing. Failure of any property owner to receive notice of the hearing shall not in any way affect the validity of the hearing or its results.

8.2.3.3 **Site Investigation**. The Town may conduct one or more site investigations of the property as part of processing a variance

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application. If a quorum or more of the Planning Commission or the Board of Appeals and Adjustments conducts a site investigation, notice shall be posted at the Town's posting places at least three days before the date of the inspection unless the inspection is being conducted as part of the hearing. The Town may also conduct one or more site investigations after a variance has been issued to review an alleged or potential violation of the conditions of the variance or of this Ordinance. Submission of an application, and acceptance of a variance, constitutes consent on the part of the owners of the property to the conditions imposed on the variance and to allow the Town to conduct inspections of the property at reasonable times to determine eligibility to receive a variance and then related to the administration and enforcement of the variance.

8.2.3.4 **Planning Commission**. The Planning Commission shall conduct a public hearing on the proposed variance and develop a recommendation to the Board of Appeals and Adjustments regarding the proposed variance. The owner, or its authorized agent, is expected to attend the hearing to explain the application and to answer the Planning Commission's questions. In reviewing the request and developing its recommendation, the Planning Commission shall consider the criteria set out in this Section and such other factors as it determines are appropriate to evaluate the proposed use. It is the owner's burden to demonstrate it is eligible to receive the requested variance. If the Planning Commission recommends approval of the variance, its recommendation shall include the conditions it recommends be placed on the variance. The recommendation shall include any conditions the Planning Commission determines are appropriate and reasonable to address anticipated impacts of the proposed use in order to protect the public health, safety, and welfare. The Planning Commission shall forward its recommendation, together with its supporting findings, to the Board of Appeals and Adjustments.

8.2.3.5 **Board of Appeals and Adjustments**. The Board of Appeals and Adjustments shall make the final decision regarding the requested variance after conducting a public hearing. The Board of Appeals and Adjustments shall not issue a variance unless it determines that the particular request satisfies the criteria set out in this Section. The Board of Appeals and Adjustments may impose such conditions on the variances it issues as it determines are reasonable. All such conditions must be directly related to and bear at least a rough proportionality to the impact the Board of Appeals and Adjustments determines will be created by the variance.

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8.2.4 **Criteria**. The owner has the burden of demonstrating that sufficient practical difficulties exist, based on the following criteria, with respect to its property to justify the issuance of a variance. The Board of Appeals and Adjustments shall consider the following criteria in determining whether to issue a variance:

(A) The variance is in harmony with the general purposes and intent of this Ordinance;

(B) The variance is consistent with the Land Use Plan;

(C) The owner proposes to use the property in a reasonable manner not permitted by this Ordinance;

(D) The plight of the owner is due to circumstances unique to the property that were not created by the owner;

(E) If granted, the variance will not alter the essential character of the locality; and

(F) Economic considerations are not the sole basis for the requested variance.

8.2.5 **Conditions of Granting a Variance.** As is set forth in Section 8.2.3.4, the Planning Commission and the Board of Appeals and Adjustments may impose conditions in the granting of variances to insure compliance, to protect the environment, and to protect adjacent properties and the public interest, but any and all conditions must be directly related to and must bear a rough proportionality to the impact created by the variance. These conditions include, but are not limited to, the following:

(A) In an application for development that includes a variance from the requirement for nonconforming parcels of record that states, "Where two or more contiguous parcels are held by one owner and could be combined to meet or more nearly meet the minimum width, length, and area requirements for a permitted use, the contiguous parcels shall be combined and legally described as a single parcel," the applicant must show the following:

1. That issuance of the variance will not unreasonably alter the building density of the locality;
2. That soil characteristics allow for safe and sanitary placement of the well and septic systems upon both the subject parcel as well as parcels or property within 100 feet of the subject parcel; and
3. That placement of septic systems can be accomplished without causing pollution to wells, lakes, streams, rivers or other wetlands.

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(B) For existing developments, the application for a variance must clearly demonstrate whether a conforming sewage treatment system is present for the intended use of the property. If the variance is issued, it must require reconstruction of a nonconforming sewage treatment system.

(C) A variance from setback requirements must be obtained before any use, sewage treatment system or zoning permit is issued for a parcel. In evaluating the variance, the Board of Appeals and Adjustments shall consider sewage treatment and water supply capabilities or constraints of the parcel and shall deny the variance if adequate facilities cannot be provided.

(D) Lakeshore mitigation. Measures shall be required to mitigate the impacts of developments, nonconforming structures or uses on lake water quality. Lakeshore mitigation requirements shall be determined according to the following mandatory mitigation practices:

1. Evaluate and upgrade ISTS to comply with the requirements of Minnesota Rules Chapters 7080-7083.
2. Implement erosion control, storm water management, and mitigation plan. This may be accomplished by working with Itasca SWCD or other sources but final plan must be reviewed by Itasca SWCD.
3. The mitigation plan shall consist of restoring shore impact zone to effectively screen structure(s) as viewed from the waters as set forth in Section 5.8.1(B)1. A shoreline buffer consisting of trees, shrubs and ground cover of native plants and understory shall be required as follows:

Table 6. *Buffer Requirements for Variances*

Lake Class	Buffer (Distance from OHWL landward)
RD	15
NE	50
Sensitive	50

4. Plant materials for native vegetation buffers shall be as prescribed according to the landscape position, water table, soil type and exposure of the project site. For every 5,000 square feet of buffer area, there shall be a variety of types of native trees, shrubs, forbs, and grasses planted to achieve full coverage. The survival of planting materials must be maintained for a minimum of five years, so that the approved coverage plan is adhered to. This coverage plan may be inspected periodically to assure compliance.

5. Other mitigation practices may be required by the Board of Appeals and Adjustments such as the use of exterior building materials that blend with natural vegetation.

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8.2.6 **Recording**. The Town Board will record, at the owners' expense, the variances it issues.

8.2.7 **Expiration and Revocation**. A variance shall expire and become void if the use or structure to which it relates is not substantially started within 12 months from its date of issuance. A substantial start means more than preliminary steps have been taken such that preparations to initiate the use are mostly complete. The Board of Appeals and Adjustments may revoke a variance if it determines, after notice to the owner and conducting a public hearing, that any of conditions imposed on the variance have been violated.

8.3 **Amendments**. An amendment to the text of this Ordinance may only occur as provided in this Section.

8.3.1 **Who May Initiate**: An amendment to this Ordinance may be initiated by the Town Board, the Planning Commission, or by application of an affected property owner. Any amendment not initiated by the Planning Commission shall be referred to the Planning Commission for review and may not be acted upon by the Town Board until it has received the Planning Commission's recommendations, or until at least 60 days after the proposed amendment was submitted to the Planning Commission.

8.3.2 **Application**. An owner seeking an amendment shall complete the Town's application form, together with the required application fee and escrow (if required), and the application must, at a minimum, contain all of the following information:

(A) If the application involves a request to change district boundaries affecting an area of five acres or less, the name and mailing address of all property owners of record, according to the county auditor's property tax records, within one-half mile of the property to which the application relates;

(B) The name of the applicant and of all owners of the property to which the application relates; and

(C) A description of the specific provisions of the Ordinance and proposed change.

8.3.3 **Procedure**. Applications for an amendment shall comply, and shall be processed in accordance, with the following:

8.3.3.1 **Zoning Administrator**. An application for an amendment must be submitted to the Zoning Administrator. The Zoning Administrator shall review the application to determine if it contains all the required information and is otherwise complete, including payment of the required

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fee. If an application is not complete, the Zoning Administrator shall provide the applicant written notice of what information is needed in order to make the application complete within 15 days of the Town's receipt of the application. The Zoning Administrator shall forward complete applications to the Planning Commission to conduct a hearing.

8.3.3.2 **Town Initiated Amendments**. An amendment proposed by the Planning Commission shall be forwarded in writing to the Town Board for review. If the Town Board authorizes the Planning Commission to proceed with the amendment, the Planning Commission shall hold a hearing on the proposed amendment in accordance with the Town Board's authorization and this Section. If the Town Board initiated the amendment, the Planning Commission shall hold a hearing on the proposed amendment in accordance with this Section.

8.3.3.3 **Notice**. At least ten days before the date of the hearing, notice shall be published in the Town's official newspaper. If the application involves a request to change district boundaries affecting an area of five acres or less, the notice shall also be mailed by first-class mail to all property owners of record, according to the county auditor's property tax records, within one-half mile of the property to which the application relates at least ten days before the hearing. The notice shall state the time, place, and purpose of the hearing. Failure of any property owner to receive notice of the hearing shall not in any way affect the validity of the hearing or its results.

8.3.3.4 **Planning Commission**. The Planning Commission shall conduct a public hearing on the proposed amendment and develop a recommendation to the Town Board regarding the proposed amendment. The owner, or its authorized agent, is expected to attend the hearing to explain the application and to answer the Planning Commission's questions. The Planning Commission shall forward its recommendations regarding a proposed amendment to the Town Board for final action.

8.3.3.5 **Town Board**. The Town Board shall take action on the proposed amendment at a Town Board meeting. Approval of an amendment shall be by ordinance amending this Ordinance. If the amendment was initiated by application of an owner, the Town shall inform the property owner of the Town Board's decision.

8.3.4 **Limit on Similar Applications**. No application of an owner for an amendment to the text of the Ordinance shall be considered by the Town within a one-year period following a denial of such request, except that a new application may be allowed if, in the opinion of the Zoning Administrator, there is new evidence or a sufficient change of circumstances to warrant additional consideration of the proposal by the Town.

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8.4 **Appeals**. As of the effective date of this Ordinance, no appeal shall be heard except in accordance with the following.

8.4.1 **Appealable Decisions**: Only alleged errors in an order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Ordinance are appealable to the Board of Appeals and Adjustments. The decisions of the Town Board and the Board of Appeals and Adjustments are final and are not appealable to the Board of Appeals and Adjustments. Recommendations of the Planning Commission are not final decisions and are not appealable to the Board of Appeals and Adjustments.

8.4.2 **Notice of Appeal**: In order to bring an appeal, a person shall file a written notice of appeal with the Town Clerk within 15 days of the date of the order or decision being appealed together with the required fee. The notice of appeal must, at a minimum, contain all of the following information:

(A) The name, mailing address, and phone number of the person making the appeal;

(B) The name and mailing address of all property owners of record, according to the county auditor's property tax records, within one-half mile of the property to which the appeal relates;

(C) Describe the specific order or decision being appealed, the date of the order or decision, and identify the person who issued the order or made the decision;

(D) A detailed explanation of the grounds for the appeal; and

(E) Identify the specific relief being sought by the appeal.

8.4.3 **Procedure**: Notices of appeals shall comply, and shall be processed in accordance, with the following:

8.4.3.1 **Town Clerk**. The Town Clerk shall review the notice of appeal to determine if it contains all the required information and is otherwise complete. If a notice of appeal is not complete, the order or decision to which it relates is not appealable, or if it was not filed in a timely manner, the Town Clerk shall reject the notice of appeal. The Town Clerk shall provide a written notice of the rejection to the person that filed the appeal. The Town Clerk may consult the Board of Appeals and Adjustments and the Town Attorney as needed to make a determination as to whether a notice of appeal is complete, proper, and filed in a timely manner. The Town Clerk shall forward complete, proper, and timely notices of appeals to the Board of Appeals and Adjustments to conduct a hearing. The Town

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Clerk shall also provide a copy of the notice of appeal to the Planning Commission.

8.4.3.2 **Notice**. At least ten days before the date of the hearing, notice shall be published in the Town's official newspaper and mailed by first-class mail to the person bringing the appeal and to all property owners of record, according to the county auditor's property tax records, within one-half mile of the property to which the appeal relates. The notice shall state the time, place, and purpose of the hearing. Failure of any property owner to receive notice of the hearing shall not in any way affect the validity of the hearing or its results. In scheduling the hearing, the Board of Appeals and Adjustments shall allow a reasonable time, not to exceed 60 days, for the Planning Commission to review and report on the notice of appeal.

8.4.3.3 **Planning Commission**. The Planning Commission may review and provide a report to the Board of Appeals and Adjustments on a notice of appeal. The Planning Commission is not authorized to conduct a hearing on the notice of appeal. If the Planning Commission develops a report it shall provide it to the Board of Appeals and Adjustments prior to the scheduled hearing.

8.4.3.4 **Board of Appeals and Adjustments**. The Board of Appeals and Adjustments shall conduct a public hearing on the notice of appeal. The appellant, or its authorized agent, is expected to attend the hearing to explain the appeal and to answer the Board of Appeals and Adjustments' questions. The Board of Appeals and Adjustments shall make the final decision regarding the matter being appealed. The Board of Appeals and Adjustments may reverse or affirm, wholly or partly, or modify the order or decision being appealed, and issue such orders, requirements, decisions, permits, or determinations, or provide such other relief as it deems appropriate. The Board of Appeals and Adjustments shall issue its decision in a written order which contains its findings. It shall provide a copy of its order to the appellant within 10 days of its issuance.

8.4.3.5 **Judicial Review**. Appeals from the final decisions of the Town Board or of the Board of Appeals and Adjustments may be brought as provided in Minnesota Statutes, section 462.361, provided such appeal is served on the Town and filed in District Court in Itasca County within 30 days from the date of the decision being appealed.

8.5 **Fees**. This section sets out the general requirements for fees related to the administration of, and for zoning requests made pursuant to, this Ordinance. The amount of the fees shall be established by a fee schedule in a resolution or ordinance adopted by the Town Board.

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8.5.1 **Application Fee**. Applicants shall be required to pay an application fee when submitting an application under this Ordinance. Application fees shall be in the amount determined by the Town Board and are intended to defray the administrative costs of processing requests. Application fees submitted as part of a complete application are not refundable, regardless of whether the application is approved, denied, or withdrawn;

8.5.2 **Escrow**. In order to defray the additional costs the Town may incur to process a request made under this Ordinance, applicants may also be required to reimburse the Town for all consulting costs it incurs related to the particular request. Consulting costs include, without limitation, all attorney, planner, and engineering fees incurred related to the request. An applicant may be required to escrow cash with the Town in the amount determined by the Town Board or Zoning Administrator from which the Town will reimburse itself for the consulting costs it incurs. The applicant remains responsible for all such costs and shall promptly escrow additional funds if the Town Board or Zoning Administrator determines the existing escrowed amount will not be sufficient to fully reimburse the Town for its costs. Failure to promptly provide additional funds or to otherwise fully reimburse the Town for its consulting cost shall be a sufficient basis on which to delay the processing of a request or to deny a request.

8.5.3 **Reimbursement in Full Required**. Upon the termination of the application, by an approval, denial, withdrawal, or any other means, all costs incurred by the Town shall be immediately payable by the applicant. If no escrow was required, or if the Town's costs exceed the escrowed amount, the Town will provide the applicant a written statement of the amount to be reimbursed. The stated amount shall be paid in full to the Town within 30 days from the date of the written statement. If the escrowed amount exceeds the Town's costs, the excess shall be refunded to the applicant. No permits shall be issued, no construction or development shall commence, and no use of the property pursuant to the zoning request shall be made until all fees and costs are paid in full. In the event that payment of costs is not made within a reasonable time after demand, the Town Board or Zoning Administrator may take such steps as are available to the Town under law to collect the unreimbursed amounts, including collection costs. The steps the Town may take to recover its costs include, but are not limited to, placing the amount on any property the person owns in Minnesota as a service charge pursuant to Minnesota Statutes, section 366.012, filing a lien upon the subject property or other property of the applicant pursuant to Minnesota Statutes, section 514.67, or taking such other action as may be deemed appropriate to obtain full reimbursement for the Town for all costs it incurs related to the application.

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ARTICLE IX
PENALTIES AND ENFORCEMENT

9.1 **Enforcement and Penalties**.

9.1.1 **Enforcement**. The Town Board, Zoning Administrator, and Town Board's appointed representatives have the authority to enforce this Ordinance by issuing notices of violation, cease and desist orders, citations, and taking or instituting such other lawful actions as may be needed to enforce this Ordinance and to bring a property into compliance. A violation of this Ordinance shall include, but is not limited to, any of the following: failing, neglecting, or refusing to comply with the provisions of this Ordinance; violating any condition placed on a permit or variance issued by the Town; exceeding the scope of a permit; or knowingly making any false statements in any document required to be submitted under the provisions of this Ordinance. A violation of this Ordinance can occur regardless of whether a permit is required for a regulated activity. If a cease and desist order or stop work order is issued to stop an activity, the activity may not be resumed until the reason for the work stoppage has been completely satisfied and the cease and desist order lifted.

9.1.2 **General Offense**. Any person who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a maximum fine or maximum period of imprisonment, or both, as specified by Minnesota Statutes, section 609.03. A violation of this Ordinance shall include, but is not limited to, any of the following: failing, neglecting, or refusing to comply with the provisions of this Ordinance; violating any condition placed on a permit or variance issued by the Town; exceeding the scope of a permit; or knowingly making any false statements in any document required to be submitted under the provisions of this Ordinance. Each day that a violation continues shall constitute a separate offense. In the event of a violation or a threatened violation of this Ordinance, the Town Board, in addition to other remedies, may institute appropriate criminal and/or civil actions or proceedings to prevent, prosecute, restore, restrain, correct or abate such violations or threatened violations. A criminal prosecution for a violation shall not be a bar to a civil remedy.

9.1.3 **Costs of Enforcement**. The cost of enforcement may be added to any fines or other penalties imposed as provided in Minnesota Statutes, section 366.01, subdivision 10. The Town may also collect such other reasonable costs it incurs to enforce this Ordinance by certifying the amount to the County Auditor as a service charge pursuant to Minnesota Statutes, section 366.012 for collection together with the property taxes levied against any real property the person or entity subject to the enforcement action owns in the Town. The Town will provide the property owner written notice of its intent to certify the amount on or before September 15. The amounts so certified to the County shall be subject to

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the same penalties, interest, and other conditions provided for the collection of property taxes.

9.1.4 **After the Fact Applications**. Any application for a permit or variance required under this Ordinance that is submitted to the Town after the use was initiated or the work has commenced shall be required to pay an after-the-fact application fee, which is a multiple of the permit or variance fee as indicated in the Town's current fee schedule.

This Ordinance shall be in effect as of the first day of publication after adoption.

Adopted on the _____ day of _____, 2022.

BY THE TOWN BOARD

_____
Town Chairperson

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing was acknowledged before me this ____ day of _____, 2022, by _____, Town Chairperson of Wabana Township, and the foregoing was executed on behalf of Wabana Township as the free act and deed of the same.

_____
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
700 Fifth Street Towers

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150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

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Appendix 1

Wabana Township Public Waters Classification List

DNR_ID	NAME	CLASS	Acres
31-1067			9.1
31-1089	Minnow		8.9
31-1150			6.5
31-1151			3.3
31-1152			7.3
31-344	Hanson	RD-1	67.0
31-388	Arrowhead	NE-1	56.6
31-389	Murphy	NE-1	142.6
31-390	Birch	NE-1	40.0
31-391	Twin	NE-1	14.4
31-392	Wabana	RD-2	2,221.8
31-394	Little Trout	RD-1	87.9
31-395	Bluewater	RD-2	364.3
31-396	Middle Hanson	NE-2	67.6
31-397		NE-3	8.9
31-398	Pickerel	NE-2	44.5
31-399	Little Wabana	NE-3	116.4
31-400	Rainbarrel	NE-1	13.1
31-401	Tadpole	NE-2	49.6
31-402	Clearwater	RD-1	76.2
31-403	Bosley	NE-3	40.2
31-404	Bluebill	NE-1	20.3
31-405	Spring	NE-1	35.3
31-406	Island	NE-2	66.1
31-407	Hay	NE-2	56.0
31-408	Big Rainbarrel	NE-1	21.2
31-409	Francis	NE-1	16.1
31-410	Trout	RD-2	1,755.9
31-411	Upper Spring	NE-1	30.6
31-535	Moore	NE-3	95.6
31-536	Doan	NE-3	99.3
31-537	Charlotte	NE-2	40.2
31-963			17.3

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Appendix 2

Site Suitability Checklist form

Site Suitability Checklist

The applicant or the applicant's agent is to complete this checklist to the best of his or her knowledge.
An Environmental Assessment Worksheet (EAW) may or may not be required.

Applicant Information

Owner
Name _____
Address _____
Phone _____

Developer
Name _____
Address _____
Phone _____

Checklist completed by:

_____
Signature Date

Project Description or Request

_____
_____
_____
_____
_____

Property Information

Parcel Number(s) _____ Acreage ____
Legal Description _____
_____
SECTION_____ TWP _____ RANGE_____
Lake Name _____ Lake Class _____
Current Zoning District _____ Proposed Zoning District _____

1. Describe surrounding land use by checking applicable boxes.

- ☐ Residential
- ☐ Agricultural
- ☐ Forestry
- ☐ Light Industrial Commercial

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☐ Industrial

☐ Other_____

2. Is property in a Flood Zone per National Flood Insurance Program map?

☐ Yes – Circle applicable Flood Zone: A A0 AH A1-A30 A99 B C D

☐ No

☐ Unknown

3. Roads.

⊗ List existing road(s) to be used_____

_____

⊗ Describe any proposed roads_____

_____

⊗ Estimated increase in traffic volume_____

_____

⊗ List any potential problems_____

_____

_____

_____

4. Environmental Hazards. Are there any environmental hazards on the site (sinkholes, improperly abandoned wells, buried solid and hazardous wastes, unauthorized dumping of wastes or other sites presenting hazards to health or safety)?

NO _____ **YES** _____

If YES, describe the environmental hazard(s) and the steps proposed to mitigate the hazard.

_____

_____

_____

_____

_____

_____

_____

5. Impervious surface covered:_____%

"Impervious Surface" is a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include rooftops, sidewalks, patios, storage areas, and concrete, asphalt or gravel driveways.

6. Impacts on Surface Water Resources.

⊗ **Will the project involve dredging, filling, stream diversion, or impoundment of surface water (lake, pond, wetland, stream, drainage ditch) or the appropriation of surface water?**

NO _____ **YES** _____

If YES, please check the boxes of all that apply and provide requested information.

☐ Water resource to be affected_____

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☐ Describe the alteration, including the construction process

☐ Volumes of dredged or fill material

☐ Area affected

☐ Length of stream diversion

☐ Water surface area affected

☐ Timing and extent of fluctuations in water surface elevations

☐ Spoils disposal sites

☐ Proposed mitigation measures to minimize impacts

⊗ **Is a stormwater permit required?**

NO _____ **YES** _____

⊗ **How will runoff from the site be managed during disturbance of the site?**

⊗ **What type(s) of erosion control will be used?**

⊗ **How will runoff from the site be managed after disturbance of the site?**

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7. **Impact on Air Quality (applicable to NON-RESIDENTIAL uses only). Will the proposed use generate emissions other than vehicle emissions or other sources of air pollutants?**

NO _____ **YES** _____

If YES, describe measures to be taken to avoid degeneration of air quality from:

⊗ Emissions - _____

⊗ Dust - _____

⊗ Odors - _____

⊗ Other sources - _____

8. **Will the use generate the following?**

⊗ Noise at levels exceeding ambient levels? **NO** _____ **YES** _____

If YES, what is the extent to which adjacent properties may be affected? _____

If YES, what measures will be taken to control impacts? _____

⊗ Odors? **NO**_____ **YES**_____

If YES, what is the extent to which adjacent properties may be affected? _____

If YES, what measures will be taken to control impacts? _____

Dust? **NO**_____ **YES**_____

If YES, what is the extent to which adjacent properties may be affected? _____

If YES, what measures will be taken to control impacts? _____

⊗ Debris? **NO**_____ **YES**_____

If YES, what is the extent to which adjacent properties may be affected? _____

If YES, what measures will be taken to control impacts? _____

⊗ Other hazards? **NO**_____**YES**_____

If YES, what is the extent to which adjacent properties may be affected? _____

If YES, what measures will be taken to control impacts? _____

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9. **Will the project involve onsite sewage treatment? NO_____ YES_____**
   If YES, Designer name_____License #_____

10. **Is an Environmental Assessment Worksheet (EAW) needed? NO_____YES_____**

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Variance & Conditional Use Permit (CUP) Flow

From Wabana Township Ordinance Draft

Section 8.1 Conditional Use Permit page 45

Section 8.2 Variances page 49

Step	Synopsis	Questions
1	Application for Variance or CUP Initiation: 1) *Zoning Application Form* 2) Application fee and escrow 3) *Wabana Township Zoning Checklist Form* - Items required by WT Zoning Checklist along with checklist 4) *Site Suitability Checklist Form* – also is Appendix 2 of the draft ordinance *5) 5 questions for Planning Meeting Form* 6) Assign a unique Application ID#	1) Fees (checks or cash) given to the Planning Commission or Township treasurer. 2) Fee schedule will be adopted concurrently with the Shoreland Management Ordinance 3) Fee & Escrow accounts will be one account 4) Which gets spent first? - Fee 5) Who would keep track of the expenses and receipts is a TBD? Develop an expense sheet for recording expenses / costs. 6) Putting a file together with application documents and expenses / receipts – who holds, where stored, electronic copies

2	The Zoning Administrator shall review the application for completeness and if complete, refer the application to the Planning Commission for review. At this time, a 60-day time period for a decision begins.	
3	1) The Planning Commission shall hold a public hearing on the application At least ten (10) days' published notice shall be provided of the public hearing. 2) Applicable notices to be sent out to adjacent property owners (ID by property tax information) 3) The Town may conduct one or more site investigations of the property as part of processing an application. 4) Applicant or representative shall make presentation at the Public Hearing meeting. Answers 5-questions sheet.	CUP section 8.1.3 (D) "The Planning Commission shall hold a public hearing on the application. At least ten (10) days' published notice shall be provided of the public hearing. The Planning Commission shall forward its recommendation to either deny or approve the conditional use permit to the Town Board together with any recommended conditions. The Town Board will take final action on the request. A written record of conditions of approval shall be made at the time of the decision by the Town Board. " Variance section 8.2.3.2 "**Notice**. At least ten days before the date of the hearing, notice shall be published in the Town's official newspaper and mailed by first-class mail to all property owners of record, according to the county auditor's property tax records, within one-half mile of the property to which the application relates. The notice shall state the time, place, and purpose of the hearing. Failure of any property owner to receive notice of the hearing shall not in any way affect the validity of the hearing or its results."

5	After the Public Hearing, the Planning Commission shall forward its recommendation to either approve or deny the request to the Town Board together with any recommended conditions. The Planning Commission will document it findings in a resolution.	
6	The Town Board / Board of Appeals will take final action on the request. A written record of conditions of approval shall be made at the time of the decision by the Town Board.	
7	All conditional use permits (and variances) that are granted by the Town Board must be recorded at the office of the Itasca County recorder at the applicant's expense. The Town Board will record, at the owners' expense, the variance / CUP that is issued.	CUP section 8.1.3 (K) "All conditional use permits that are granted by the Town Board must be recorded at the office of the Itasca County recorder at the applicant's expense." Variance section 8.2.6 "**Recording**. The Town Board will record, at the owners' expense, the variances it issues."
8	The Zoning Administrator shall maintain a record of all variances or conditional use permits issued including information on the use, location, and conditions imposed by the Planning Commission and Town Board, time limits, review dates, and such other information as may be appropriate.	
9	1. Granted conditional use permits shall become void if the applicant does not proceed substantially on the work within six (6) months, where applicable. To proceed substantially means to make visible improvement to the property. One or more extensions for not more than six (6) months	

	each may be granted by the Town Board for good cause. 2. A variance shall expire and become void if the use or structure to which it relates is not substantially started within 12 months from its date of issuance.	
10		

CHECKLIST

INFORMATION NECESSARY FOR VARIANCES AND CONDITIONAL USE PERMITS

- **GENERAL INFORMATION** *(Page 1)*
- **VARIANCES** *(Page 2)*
- **CONDITIONAL USES** *(Page 3-4)*
- **FEE SCHEDULE** *(Page 5)*
- **WEBSITE INFORMATION** *(Page 5)*
- **SAMPLE SITE PLAN** *(Page 6)*


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VARIANCES

A variance is required when proposed construction, alteration, or replacement does not conform to requirements set forth the Wabana Township Shoreland Management Ordinance. A variance is granted on the basis of practical difficulty. Fees and incurred expenses are not refundable, even if a variance is denied. Variances are obtained by a process which includes submission of the following required information and a public hearing. For more information, see Article 8.2 of the Wabana Township Shoreland Management Ordinance.

Application - Applicants must complete the following and submit to Wabana Township Planning Commission:

To apply for a Variance, the following information must be submitted to Planning Commission by 4:30 p.m. ten (10) days prior the next Planning Commission scheduled meeting.

- ☐ Documentation of vested interest if applicant is not the property owner
- ☐ Completed Zoning Application Form
- ☐ Completed Site Suitability Checklist
- ☐ Application Fee – $XXX payable to " Wabana Township" by check or cash
- ☐ Escrow Fee – $XXX payable to " Wabana Township" by check or cash
- ☐ For the Shoreland Overlay Zoning District include:
  - ☐ Mandatory Lakeshore Mitigation
  - ☐ Erosion control plan
- ☐ Septic system variance, if required, is obtained from Itasca County Environmental Services
- ☐ Answer 5-question sheet for Public Hearing

☐ **Detailed Site Plan, including:**

- ☐ Property boundaries
- ☐ Acreage
- ☐ Road(s)
- ☐ Bodies of water
- ☐ Existing structures
- ☐ Proposed structures
- ☐ Distances of proposed from property lines
- ☐ Survey may be required at the discretion of the Planning Commission if definitive distances cannot be determined by GIS.
- ☐ If within 1,000 feet of lake, include Bluffs and Proposed and/or Existing Vegetative Buffers
- ☐ Dimensions of impervious surfaces
- ☐ Septic system site
- ☐ Well
- ☐ Driveway

Processing

- **Public hearing.** The Planning Commission meets the second and last Monday of every month at 9:00 a.m. A representative must be present at the hearing to address the application.
- **Notices.** Notice are sent to area property owners within 500 feet of the affected property, and published at least 10 days before the date of the hearing in the Town's official newspaper.
- **Site inspection.** Before the hearing, the Planning Commission inspects the site. The proposed construction's location on the property must be identified with clearly visible corner stakes. If corners are not staked, the application can be tabled and a re-inspection will be required at an additional charge. No one can be prohibited from coming on to the property for the site inspection.
- **Appeal.** See Section 8.4 of the Wabana Township Ordinance concerning Appeals.

Appealable Decisions: Only alleged errors in an order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Ordinance are appealable to the Board of Appeals and Adjustments. The decisions of the Town Board and the Board of Appeals and Adjustments are final and are not appealable to the Board of Appeals and Adjustments. Recommendations of the Planning Commission are not final decisions and are not appealable to the Board of Appeals and Adjustments.

Notice of Appeal: In order to bring an appeal, a person shall file a written notice of appeal with the Town Clerk within 15 days of the date of the order or decision being appealed together with the required fee. The notice of appeal must, at a minimum, contain all of the information identified in Section 8.4.2 of the Wabana ordinance.

CONDITIONAL USES

A conditional use is a land use or development that would not be appropriate generally or would not be appropriate without restriction throughout the Zoning District. Conditional Use Permit (CUP) application fees and incurred expenses are not refundable, even if the CUP is denied. CUPs are obtained by a process which includes submission of the following required information and a public hearing. For more information, see Article 8 of the Wabana Township Shoreland Management Ordinance.

Applicants must complete the following on CUP Application and are responsible to prove statements.

- Describe how the proposed use conforms to the Wabana Township Comprehensive Land Use Plan. (put link here.)
- Describe how the use is compatible with the existing neighborhood.
- Describe how the use shall not materially adversely impact air quality, water quality, or cause soil disturbance.
- Describe how the site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.
- Describe how the use shall not cause unsafe or unhealthy conditions.

Application

To apply for a CUP, the following information must be submitted to Planning Commission by 4:30 p.m. ten (10) days prior the next Planning Commission scheduled meeting.

- ☐ Documentation of vested interest if applicant is not the property owner
- ☐ Completed Zoning Permit Application
- ☐ Completed Site Suitability Checklist
- ☐ If in the Shoreland Overlay Zoning District:
  - Mandatory Lakeshore Mitigation
  - Erosion control plan
- ☐ Septic system variance, if required, is obtained from Itasca County Environmental Services
- ☐ Application Fee – $XXX payable to " Wabana Township" by check or cash
- ☐ Escrow Fee – $XXX payable to " Wabana Township " by check or cash
- ☐ Answer 5-question sheet for Public Hearing

☐ **Detailed Site Plan**

- ☐ Property boundaries
- ☐ Acreage
- ☐ Road(s)
- ☐ Bodies of water
- ☐ Existing structures and conditions
- ☐ Proposed development
- ☐ Distances of proposed from property lines
- ☐ Survey may be required at the discretion of the Planning Commission if definitive distances can not be determined by GIS.
- ☐ If within 1,000 feet of lake, include Bluffs and Proposed and/or Existing Vegetative Buffers
- ☐ Dimensions of impervious surfaces
- ☐ Septic system site
- ☐ Well
- ☐ Driveway

(see Processing for Conditional User Permits on next page)

Processing for Conditional Use Permits (CUP)

- **Public hearing.** The Planning Commission meets the second and last Monday of every month at 9:00 a.m. A representative must be present at the hearing to address the application.

- **Notices.** Notice is sent to area property owners of record within one-quarter mile of the affected property or to the ten properties nearest to the affected property, whichever would provide notice to the greatest number of owners, published at least 10 days before the date of the hearing in the Town's official newspaper, and to other applicable parties for recommendations.

- **Site inspection.** The Planning Commission inspects the site before the hearing. The proposed construction must have clearly visible corner stakes that identify the proposed construction's location on the property. If corners are not staked, the application can be tabled and a re-inspection will be required at an additional charge. No one can be prohibited from coming on to the property for the site inspection.

Appeals

- See Section 8.4 of the Wabana Township Ordinance concerning Appeals.
- **Appealable Decisions**: Only alleged errors in an order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Ordinance are appealable to the Board of Appeals and Adjustments. The decisions of the Town Board and the Board of Appeals and Adjustments are final and are not appealable to the Board of Appeals and Adjustments. Recommendations of the Planning Commission are not final decisions and are not appealable to the Board of Appeals and Adjustments.
- **Notice of Appeal**: In order to bring an appeal, a person shall file a written notice of appeal with the Town Clerk within 15 days of the date of the order or decision being appealed together with the required fee. The notice of appeal must, at a minimum, contain all of the information identified in Section 8.4.2 of the Wabana ordinance.

PLANNING AND ZONING FEE SCHEDULE (EFFECTIVE XXXXXXX)

1	Variance and Appeal to PC/BoA	$
2	Conditional Use	$
3	PC/BoA Site Re-inspection Fee	$
4	Ordinance Amendments	$

Itasca County Website Information -- INFORMATION AVAILABLE ONLINE

MAPS

1) Go to www.co.itasca.mn.us
2) Click on "Property Info"
3) Click on "Maps"
4) Click on "Interactive GIS Maps"

TIPS:

- Click on "Zoom In" / Click and drag cursor over your township and range / Click and drag cursor over your section / keep zooming in
- Click on "Identify Parcel" to get the tax parcel information on a parcel number that you click on

PLATS

1) Go to www.co.itasca.mn.us
2) Click on "Departments"
3) Click on "Surveying and Mapping"
4) Click on "Recorded Plats & Surveys"
5) Click on "Plats of Itasca County"
6) Click on plat of interest in the alphabetical listing of plats

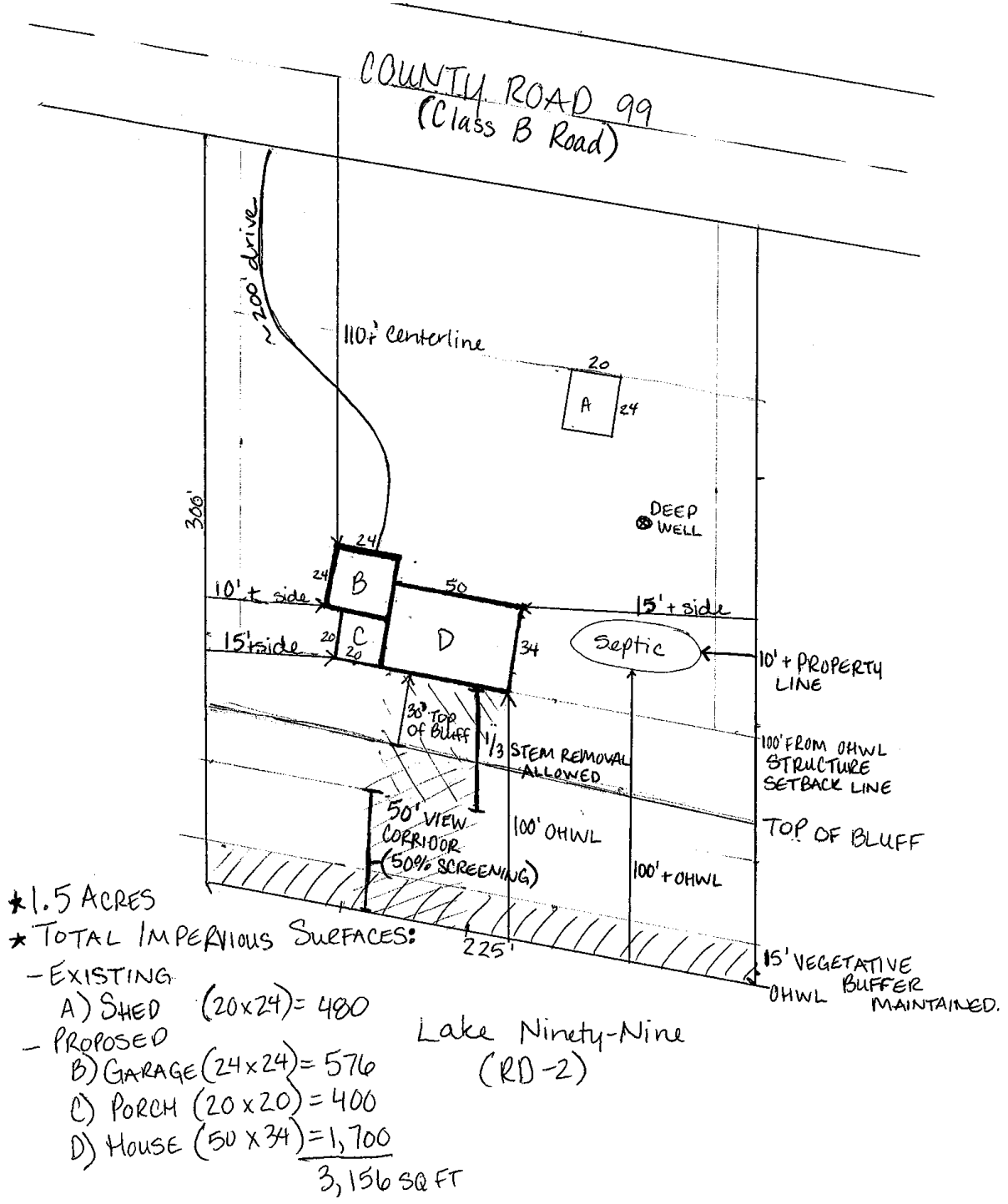
APPROACH PERMITS

1) Go to www.co.itasca.mn.us
2) Click on "Departments"
3) Click on "Transportation"
4) Click on "Driveway Approach Policy/Application"
5) Click on appropriate "Click Here"

NOTE: This is a matter of the Transportation Department, though an approach permit is required for issuance of a building permit.

ENVIRONMENTAL SERVICES www.co.itasca.mn.us/558/Environmental-Services

SAMPLE SITE PLAN



★1.5 ACRES

★ TOTAL IMPERVIOUS SURFACES:

- EXISTING
  - A) SHED (20x24) = 480
- PROPOSED
  - B) GARAGE (24x24) = 576
  - C) PORCH (20x20) = 400
  - D) HOUSE (50x34) = 1,700

3,156 SQ FT

- ☐ Property boundaries
- ☐ Acreage
- ☐ Road(s)
- ☐ Bodies of water
- ☐ Existing structures
- ☐ Proposed structures
- ☐ Distances of proposed from property lines
- ☐ Dimensions of impervious surfaces
- ☐ Septic system site
- ☐ Well
- ☐ Driveway
- ☐ If within 1,000 feet of lake, include Bluffs and Proposed and/or Existing Vegetative Buffers

Application ID Number: _____

APPLICANT/ADDRESS_____

AGENT/ADDRESS_____

PROPERTY ADDRESS_____

PROPERTY DESCRIPTION/PARCEL #_____

LAKE NAME/CLASS_____ **DESCRIPTION OF PROPOSED USE**_____

_____

THE APPLICANT HAS THE BURDEN OF DEMONSTRATING A RIGHT TO A VARIANCE or CONDITIONAL USE BY SHOWING [DETAILED EXPLANATION] THAT ALL OF THE FOLLOWING STANDARDS AND CRITERIA WILL BE SATISFIED.

1. Describe how the proposed use conforms to the comprehensive plan of the Township._____

   _____

   _____

2. Describe how the use is compatible with the existing neighborhood._____

   _____

   _____

3. Describe how the use shall not materially adversely impact air quality, water quality or cause soil disturbance._____

   _____

   _____

4. Describe how the site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment._____

   _____

   _____

5. Describe how the use shall not cause unsafe or unhealthy conditions._____

   _____

   _____

Application ID Number: _____

Wabana Township

Criteria necessary for granting a recommendation for a

Variance or Conditional Use Permit

To make an affirmative recommendation of a Variance or Conditional Use Permit to the Wabana Township Board of Supervisors, the Wabana Township Planning Commission must identify positive findings as specified:

Request From: _____**Date**_____

Request For: _____

Description of the property:_____

Location of the property: _____

Description of the variance: _____

Description of the conditional use: _____

Date that review must be completed by Board of Supervisors: _____

1. Without a variance or conditional use permit, is the owner deprived of a reasonable use of the property? Yes, No, N/A
   Comments:

2. Are the circumstances which justify the variance or conditional use unique to the property and not created by the applicant? Yes, No, N/A
   Comments:

3. If granted, will the variance or conditional use maintain the essential character of the neighborhood? Yes, No, N/A
   Comments:

4. Have environmental concerns or precautions been addressed? Yes, No, N/A
   Comments:

5. Have boundary/property lines been found, correctly identified, and agreed upon by all property owners involved? Yes, No, N/A
   Comments:

6. Is this request consistent with the Wabana Comprehensive Plan Yes, No, N/A
   Comments:

7. Is this request in violation of the Wabana Land Use Ordinance Yes, No, N/A
   Comments:

Application ID Number: _____

8. Other Comments

Based on the criteria above, the Wabana Planning Commission makes the following recommendation to the Wabana Township Board of Supervisors.

_____ Recommend as Presented/ Requested

_____ Do Not Recommend

_____ Recommend if amended as follows:

Wabana Township Board of Supervisors decision:

_____ Approve as Presented/ Requested

_____ Do Not Approve

_____ Approve if amended as follows:

_____ Lloyd Adams _____ Date

_____ _____ Date

_____ Gary Oja _____ Date

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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2164

DEPARTMENT: Transportation
TIME REQUESTED: 15 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
5 Year Plan for Highway Improvement Projects Presentation

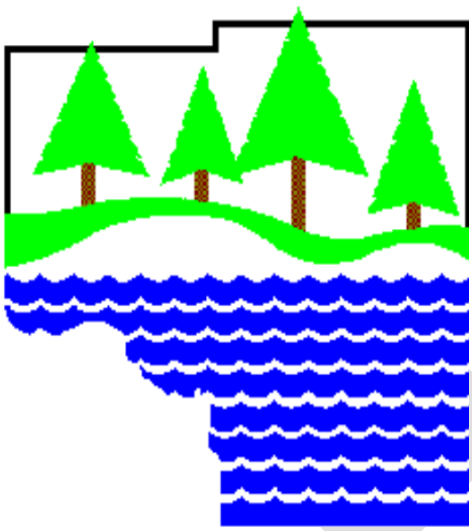
BOARD ACTION REQUESTED:
Informational

BACKGROUND:
The Transportation Department updates the 5 Year Plan for Highway Improvement Projects on an annual basis. Attached is the draft plan for 2022 - 2026. Notice of this presentation was published in the Grand Rapids Herald Review and the Scenic Range News. Additionally, copies of the plan were sent to Townships, Cities and utility companies for their review and comment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 5 YEAR PLAN DRAFT

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**



Itasca County

2022

5-Year Plan
For
Highway Improvement Projects

Draft

Itasca County Engineer
Karin Grandia
327-2853

February 1, 2022

Draft

Introduction

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

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

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

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

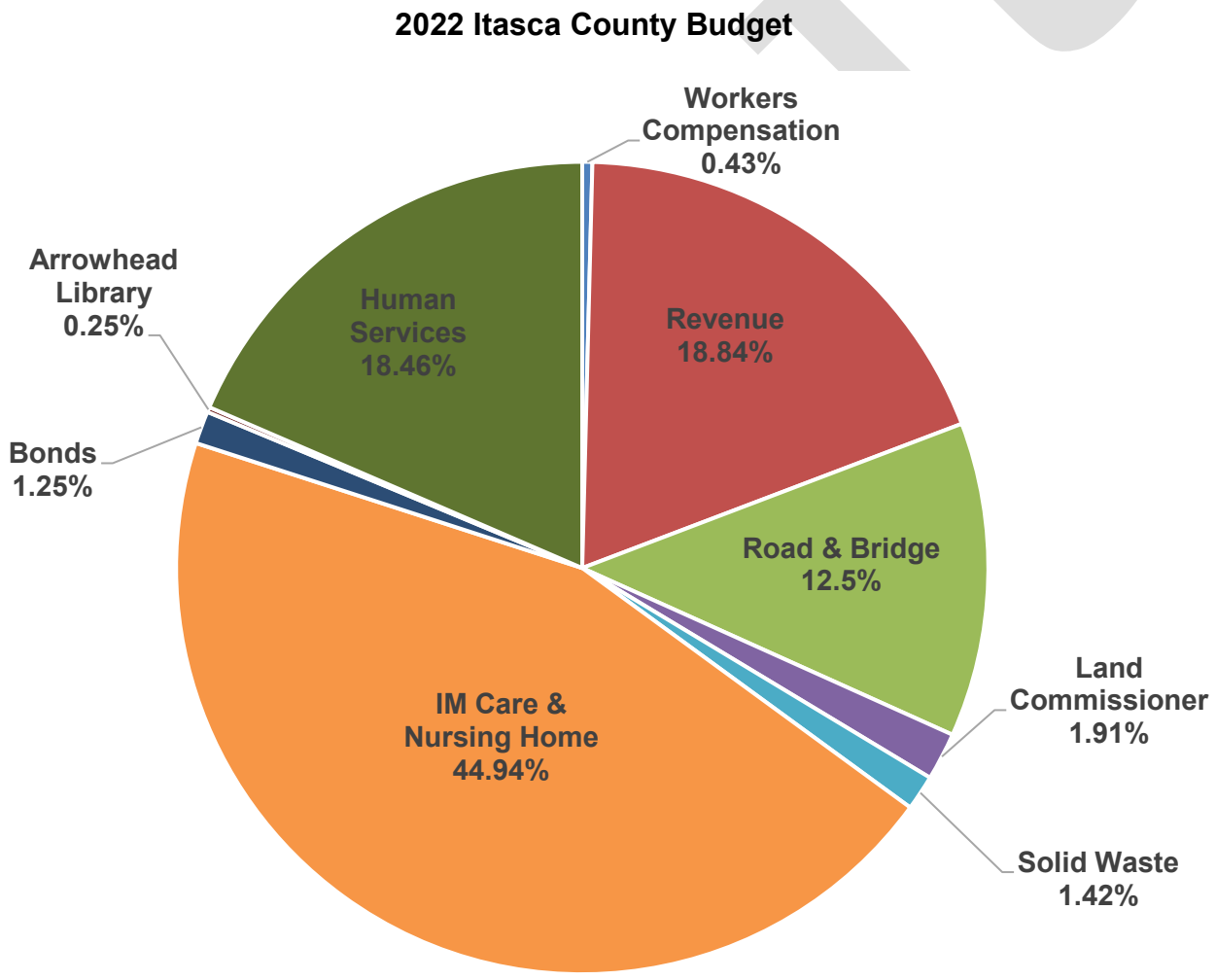
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Itasca County Transportation Department Overview

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

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

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



Road Jurisdiction

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

State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.

County - Consisting of;

- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
- County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
- County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
- Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have county road numbers.

Local - Consisting of:

- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
- Local Municipal Streets - These are generally local streets serving municipal subdivisions.
- Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
- Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
- County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Draft

Funding Sources

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

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of these funds which make it to Minnesota are spent on state administered trunk highway projects.

- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects or railroad crossing projects. In addition, due to the fact that the Chippewa National Forest is located within the county, the county periodically receives a portion of The Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county and the projects are administrated by the county.

- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

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

Bridge Bonding

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

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.

- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately $430,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

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

Draft

Typical Funding Amounts

Construction Funding

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

Federal Funds

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

State Aid Funds

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

Bridge Bonding

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

County Funds

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

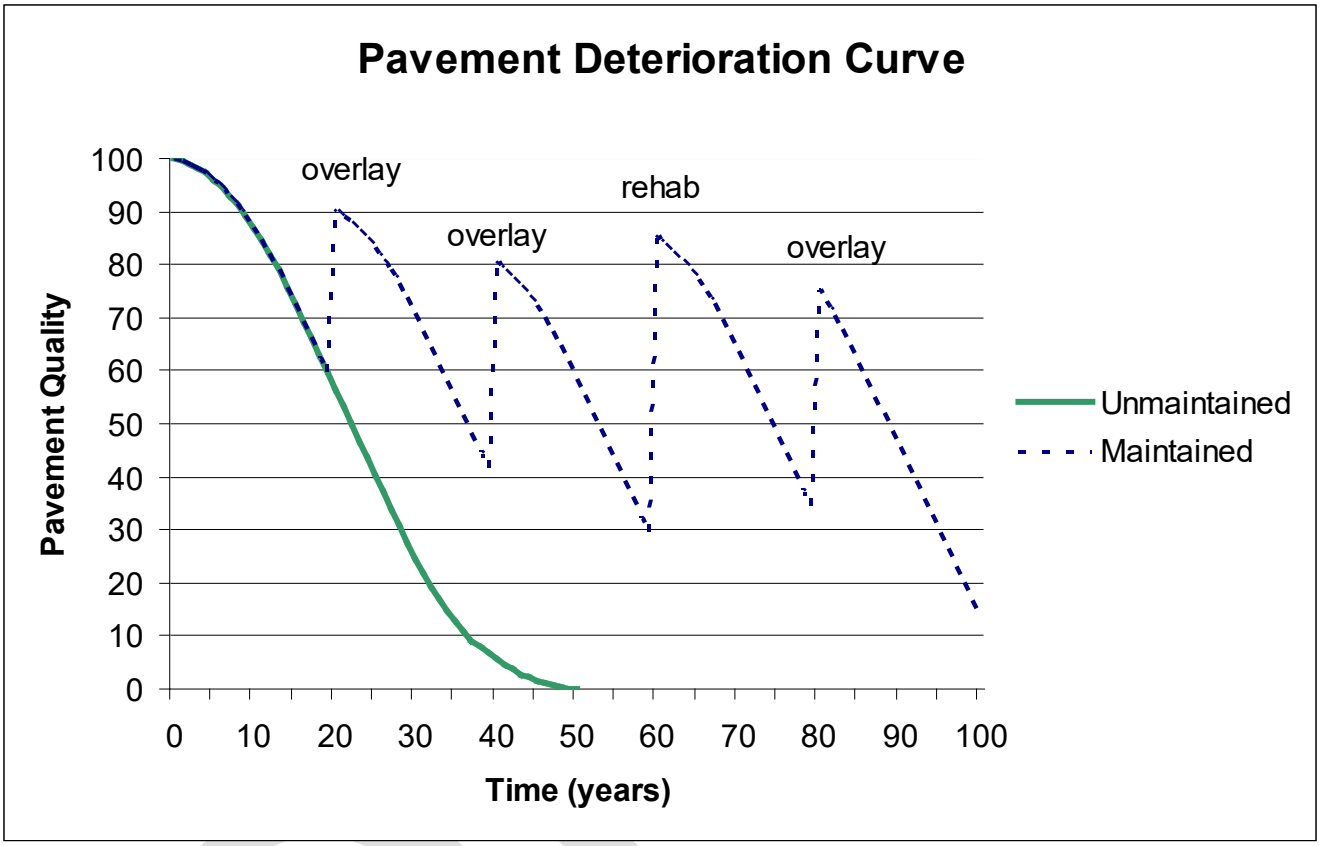
Other Funding

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

Draft

Protecting our Pavement Investment

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



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

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

How much does a paved road Cost?

This County will review construction standards and consider:

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

The following costs are used for budgeting road improvement projects:

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

The Cost cycle of 1 mile of road:

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

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

There are:

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

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

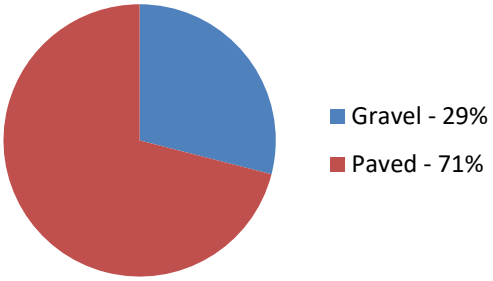
450 CSAH miles - $6.98 million (current allocation at $5.95 million)
107 County miles - $1.66 million (current allocation at $1.1 million)

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

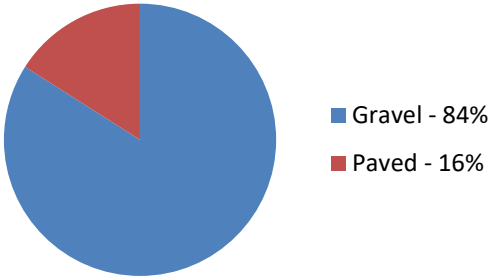
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Gravel vs. Paved

CSAH SYSTEM (648 MILES - TOTAL)



COUNTY SYSTEM (687 MILES - TOTAL)



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

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

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

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

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

Draft

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

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

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

System Preservation Priorities

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

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

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

System Evaluation

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

Condition Rating Scale Description

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

Draft

2022 - 5 Year Plan for Construction Projects

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

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

Public Involvement

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

Questions or comments can be addressed to:

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

Draft

Itasca County

2022 - 2026

Proposed Project Schedule for Highway Improvement Projects

Draft

Itasca County 5-year Plan

REVISED: 1/11/2022

		CONSTRUCTION PROJECTS FOR		2022						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 149	Bridge 88201	-	Bridge Replacement	$565,000			$200,000	$365,000	Bridge Bonding	65
CR 449	CSAH 17 to CR 458	6.5	Bituminous Rehabilitation	$800,000			$800,000			16
CSAH 3	TH 169 to City limits	3.6	Bituminous Rehab & ADA	$3,960,000	$1,100,000			$2,860,000	Federal/City	23
CSAH 7	TH 169 to 1.3 miles north	1.3	Reconstruction & Paving	$2,000,000	$700,000	$1,300,000				31
CSAH 60	CR 329 to CSAH 7	1.5	Reconstruction and Bituminous Paving	$2,000,000	$2,000,000					39
CSAH 60	CR 329 to Willow Creek Trail	0.8	Bituminous Overlay	$80,000	$80,000					39
CSAH 93	(CR 227) CR 179 to CSAH 88	1.0	Bituminous Overlay	$100,000	$100,000					22
CSAH 94	(CR 263) CSAH 62 to 1.7 miles east	1.7	Bituminous Rehabilitation	$625,000	$500,000			$125,000	UT C	29
CSAH 97	(CR 437) CR 250 south to Hwy 169	1.25	Bituminous Rehabilitation	$325,000	$325,000					17
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$10,605,000	$4,805,000	$1,300,000	$1,150,000	$3,350,000		

PROJECTED STATE AID BALANCE

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

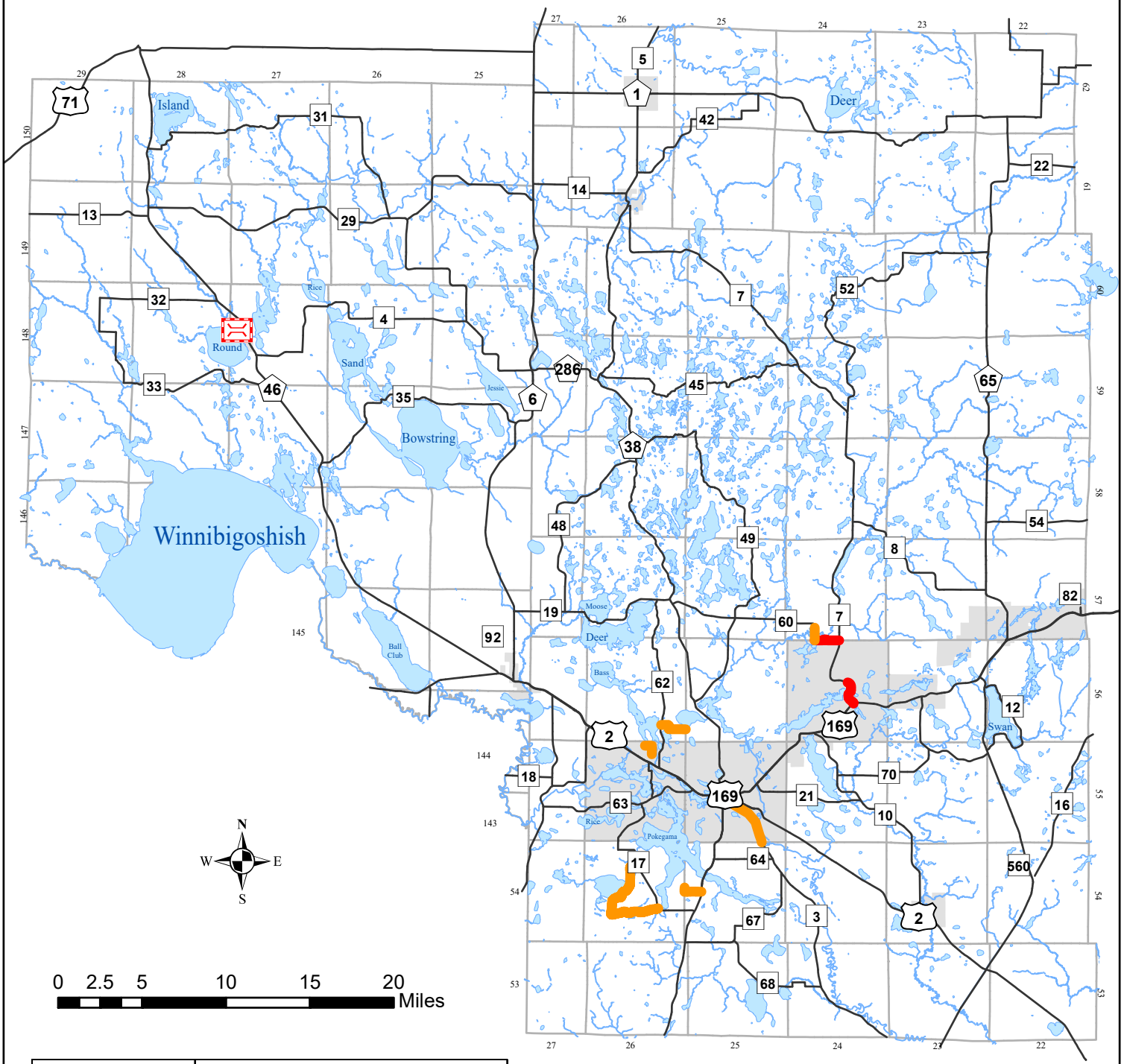
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2021	$0
County Preservation Allotment for Year 2022	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2022	$1,150,000
County Preservation Balance End of 2022	-$40,000

PROJECTED MUNICIPAL STATE AID BALANCE

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

ITASCA COUNTY CONSTRUCTION PROJECTS 2022



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

2022 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 1/11/2022

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

PROJECTED STATE AID BALANCE

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

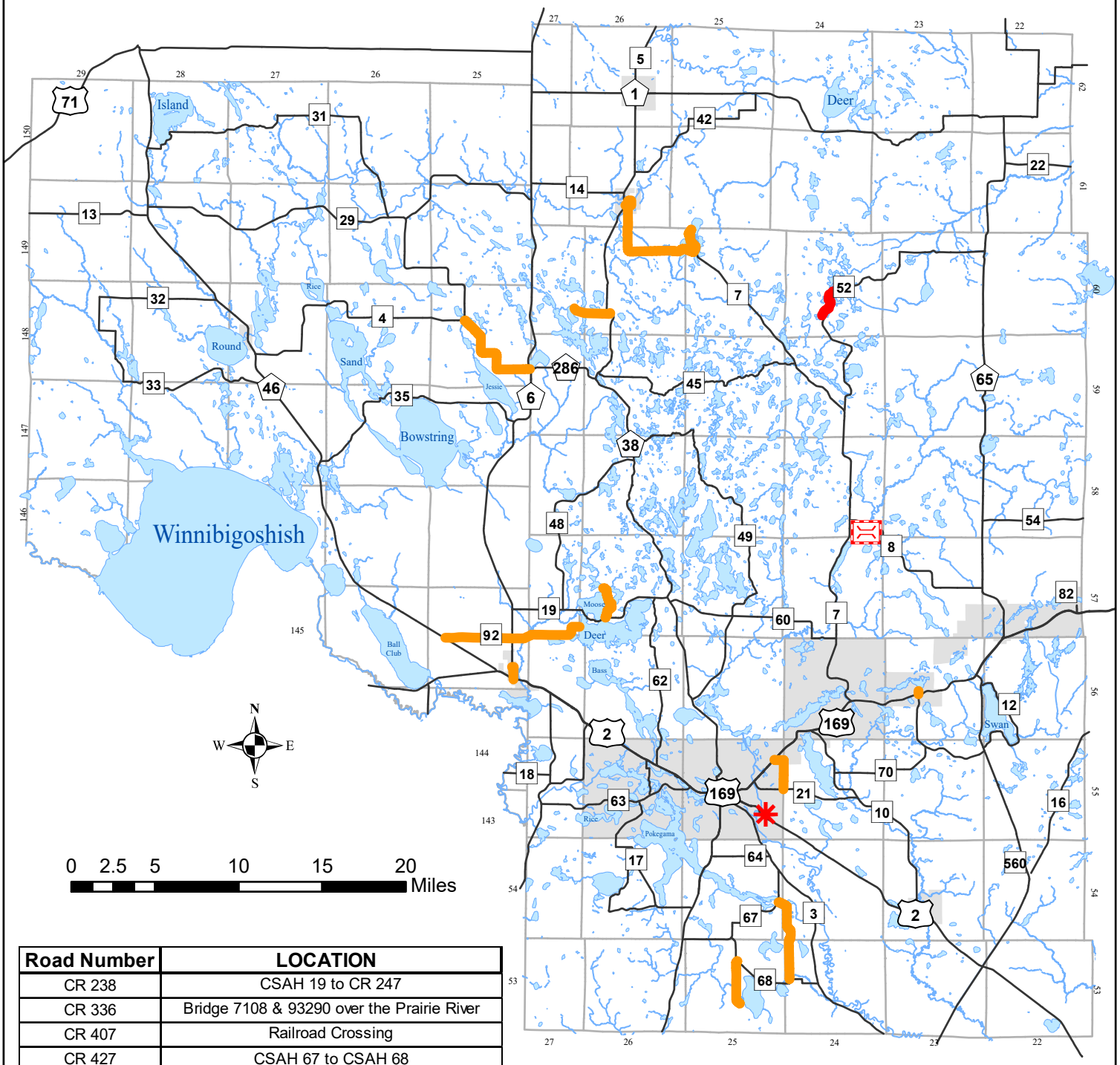
PROJECTED COUNTY PRESERVATION BALANCE

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

PROJECTED MUNICIPAL STATE AID BALANCE

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

ITASCA COUNTY CONSTRUCTION PROJECTS 2023



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

2023 Construction Projects

- Bridge Replacement
- Railroad Crossing
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 1/11/2022

		CONSTRUCTION PROJECTS FOR		2024						
Road Number	**LOCATION (FROM - TO)**	**Length**	**Type of Work**	**Estimated Cost**	**State Aid Funding**	**Municpal State Aid Funding**	**County Preservation Funding**	**Other Funding**	**Other Funding Source**	**Plat Page**
CR 560	TH 65 to TH 65 (Goodland)	2.7	Bituminous Overlay	$270,000			$270,000			20
CR 560	TH 65 to TH 65 West Shore	2.0	Bituminous Rehabilitation	$500,000			$500,000			32, 33
CSAH 7	CSAH 59 to CSAH 8	4.3	Reconstruction & Paving	$4,300,000	$4,300,000					39, 49
CSAH 15	TH 169 to end	0.85	Bituminous Rehabilitation & ADA Updgrades	$400,000		$400,000				31
CSAH 61	Bridge 31513 over Prairie River	-	Bridge Replacement	$1,000,000	$500,000			$500,000	Bridge Bonding	30
CSAH 61	Coleraine City Limits to Hwy 169	1.60	Bituminous Overlay/Rehab	$350,000		$350,000				31
CSAH 70	Bridge 7109 over Swan River	–	Bridge Replacement	$600,000	$300,000			$300,000	Bridge Bonding	24
CSAH 70	Bridge 7110 over Swan River	–	Bridge Replacement	$400,000	$200,000			$200,000	Bridge Bonding	24
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$7,970,000	$5,300,000	$750,000	$920,000	$1,000,000	$0	

PROJECTED STATE AID BALANCE

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

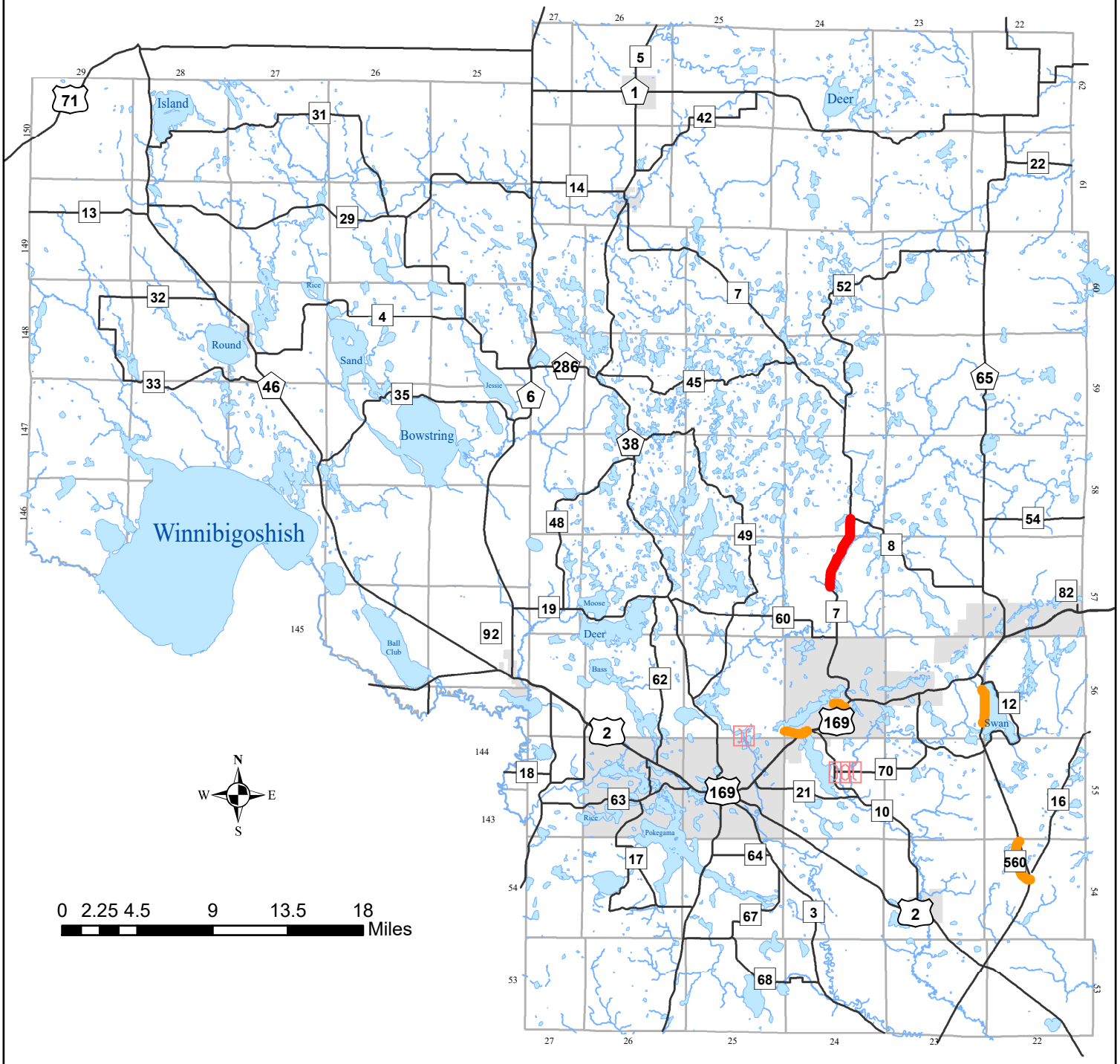
PROJECTED COUNTY PRESERVATION BALANCE

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

PROJECTED MUNICIPAL STATE AID BALANCE

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

ITASCA COUNTY CONSTRUCTION PROJECTS 2024



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

2024 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 1/11/2022

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

PROJECTED STATE AID BALANCE

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

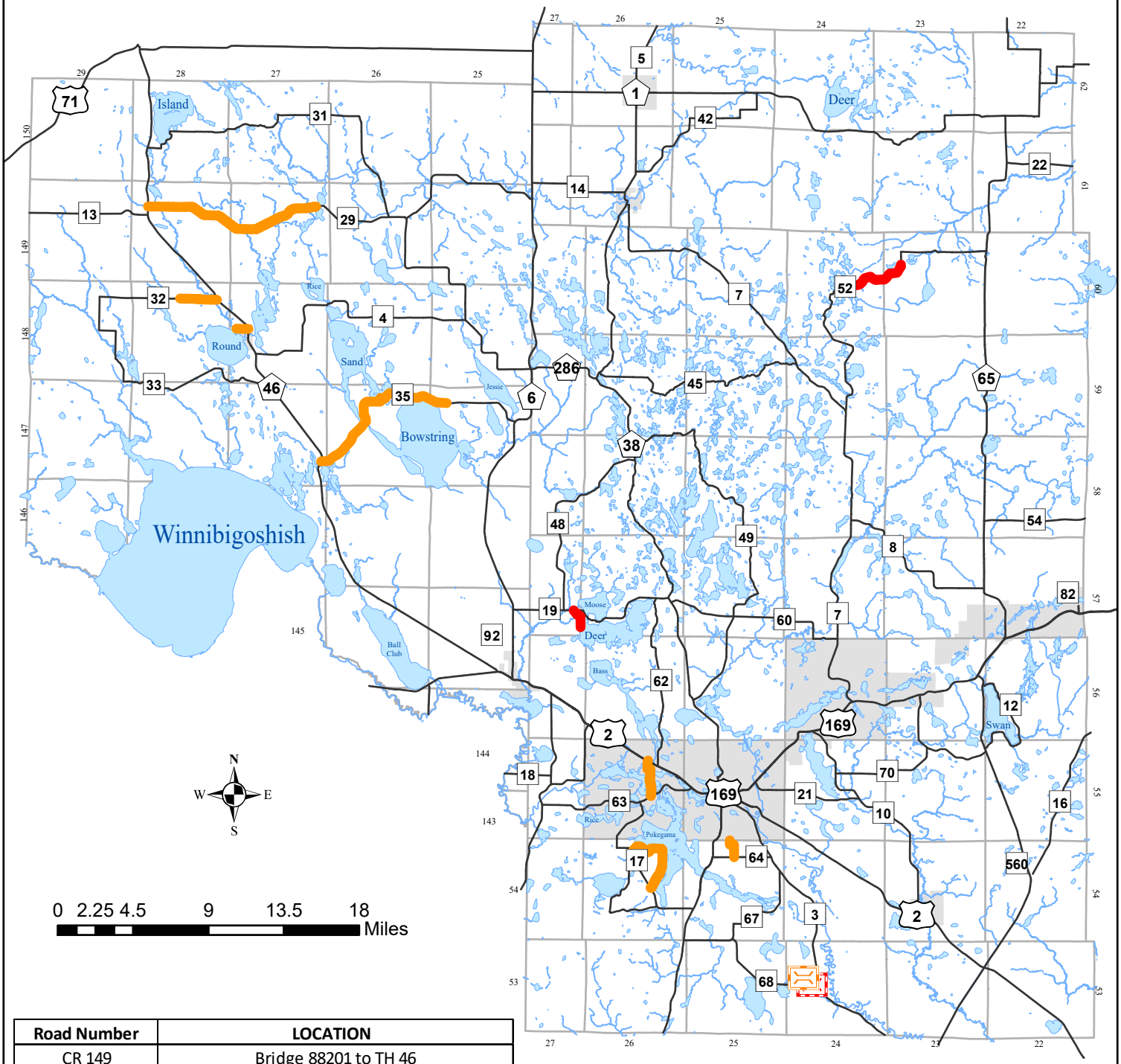
PROJECTED COUNTY PRESERVATION BALANCE

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

PROJECTED MUNICIPAL STATE AID BALANCE

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

ITASCA COUNTY CONSTRUCTION PROJECTS 2025



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

2025 Construction Projects

- Bridge Replacement
- Culvert Replacement
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 1/11/2022

		CONSTRUCTION PROJECTS FOR		2026						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 140	Bridge 88193	–	Bridge Replacement	$500,000			$100,000	$400,000		34
CR 340	CSAH 52 to end of pavement	0.35	Bituminous Overlay	$35,000			$35,000			71
CR 533	TH 1 to end of pavement	2.2	Bituminous Overlay	$225,000			$225,000			93
CSAH 17	Bridge 7146	–	Bridge Replacement	$600,000	$300,000			$300,000		16
CSAH 52	CR 340 to TH 65	13.0	Base & Bituminous	$3,900,000	$3,900,000					71 & 72
CSAH 52	CSAH 7 to CR 340	7.3	Bituminous Overlay	$750,000	$750,000					60 & 71
CSAH 67	Jane Lane to Hughes Road	1.5	Recosntruction	$750,000	$750,000					17
CSAH 86	TH 65 to Alley East of 4th St	0.2	Bituminous Rehab & ADA	$150,000		$150,000				41
CSAH 92	(CR 142) 0.15 miles E. of CR 256 to CSAH 19	1.2	Base & Bituminous	$350,000	$350,000					35, 36
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$7,410,000	$6,050,000	$150,000	$510,000	$700,000		

PROJECTED STATE AID BALANCE

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

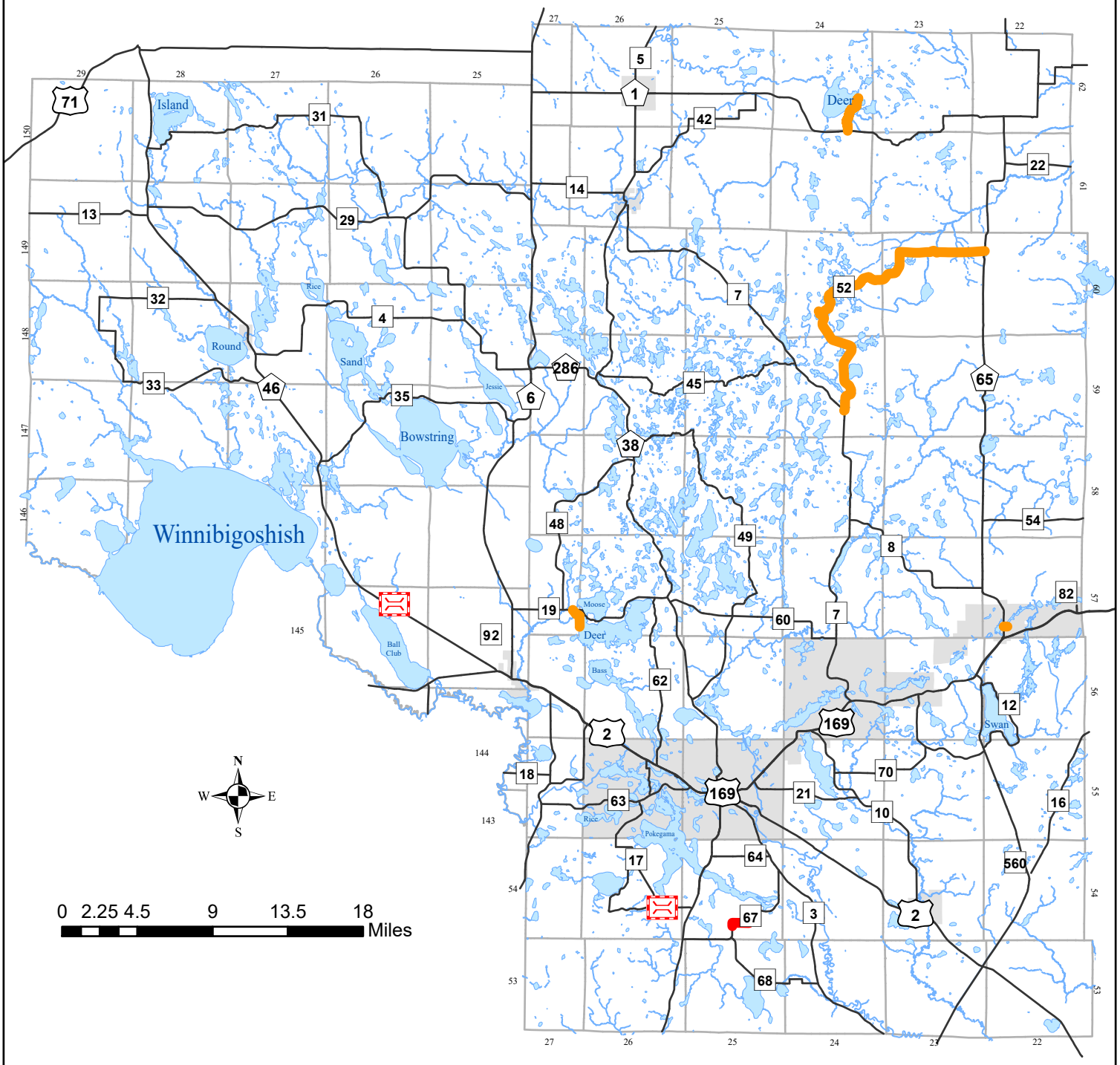
PROJECTED COUNTY PRESERVATION BALANCE

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

PROJECTED MUNICIPAL STATE AID BALANCE

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

ITASCA COUNTY CONSTRUCTION PROJECTS 2026

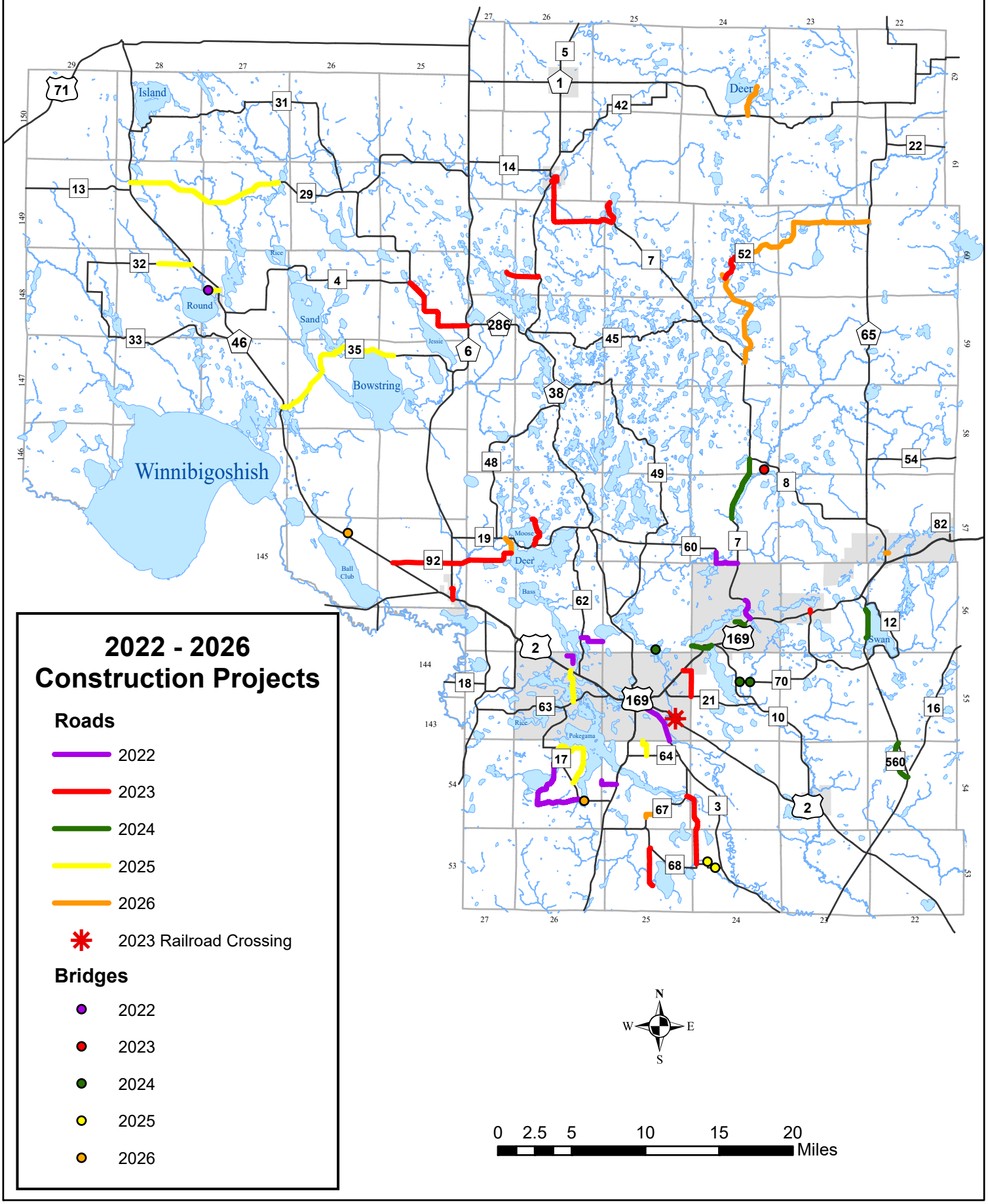


Road Number	LOCATION
CR 140	Bridge 88193 over unnamed stream
CR 340	CSAH 52 to end of pavement
CR 533	TH 1 to end of pavement
CSAH 17	Bridge 7146 over Pokegama Lake
CSAH 52	CR 340 to TH 65
CSAH 52	CSAH 7 to CR 340
CSAH 67	Jane Lane to Hughes Road
CSAH 86	TH 65 to Alley East of 4th St.
CSAH 92	(CR 142)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

2026 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

ITASCA COUNTY CONSTRUCTION PROJECTS 2022 - 2026



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

Tuesday, February 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2217

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

AGENDA ITEM:
Joint Resolution of Annexation

BOARD ACTION REQUESTED:
Adopt the Joint Resolution of the City of Cohasset and Itasca County, Minnesota for the designation of certain land and immediate annexation of the designated area.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Joint Resolution of Annexation and Exhibit A
2. Joint Resolution of Annexation Background Attachments

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

JOINT RESOLUTION OF THE CITY OF COHASSET AND ITASCA COUNTY, MINNESOTA FOR THE DESIGNATION OF CERTAIN LAND AND IMMEDIATE ANNEXATION OF THE DESIGNATED AREA

IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN THE CITY OF COHASSET AND ITASCA COUNTY, MINNESOTA ON BEHALF OF THE DEER LAKE UNORGANIZED TERRITORY ALSO KNOWN AS UNORGANIZED TOWNSHIP T56N-R26W, WEST OF THE 4TH PRINCIPAL MERIDIAN PURSUANT TO MINNESOTA STATUTES SECTION 414.0325

WHEREAS, on December 21, 2021 a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes Section 414.0325, subdivision 1b; and

WHEREAS, the City of Cohasset and Itasca County on behalf of Deer Lake Unorganized Territory also known as Unorganized Township T56N-R26W, West of the 4th Principal Meridian ("Itasca County") jointly agree to designate and request the immediate annexation of the following-described land currently located within the boundaries of Itasca County, Minnesota to the City of Cohasset, Minnesota within the County of Itasca ("Designated Area"):

See Exhibit A attached hereto and incorporated by this reference

WHEREAS, the City of Cohasset and Itasca County are in agreement as to the orderly annexation of the above-described unincorporated land; and

WHEREAS, Minnesota Statutes Section 414.0325 provides for a procedure whereby the City of Cohasset and Itasca County may agree on a process of orderly annexation of designated areas; and

WHERAS, Itasca County agrees to exclude the Designated Area from its zoning and subdivision ordinances so that the City of Cohasset may extend its zoning and subdivision regulations to include the Designated Area as provided for in Minnesota Statutes Section 414.0325, subd. 5(d)(1); and

WHEREAS, the City of Cohasset and Itasca County have agreed to all the terms and conditions for the annexation of the above-described land; and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED JOINTLY, by the City Council for the City of Cohasset and the Itasca County Board, as follows:

1. Property. That the following described land is subject to orderly annexation pursuant to Minnesota Statutes Section 414.0325, and that the parties hereto designate the area for orderly annexation; and that the land shall be immediately annexed to the City:

See Exhibit A attached and incorporated by this reference.

2. Acreage/Population/Usage. That the designated area consists of approximately 435.05 acres; there is no population in the designated area; and the land use type is Tax Forfeit, Farm Residential and Light Industrial/Commercial.

3. Jurisdiction. That the City of Cohasset and Itasca County, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this Resolution.

4. Municipal Reimbursement. That since the orderly annexation designated area is in Deer Lake Unorganized Territory also known as Unorganized Township T56N-R26W, West of the 4th Principal Meridian and not an organized township within Itasca County, Minnesota, there are no special assessments to be assigned and the provisions of Statutes Section 414.036 are not applicable.

5. Tax Rate Step Up. That pursuant to Minnesota Statutes Section 414.035 the tax capacity rate applicable to the designated area after annexation shall be changed over a period of one (1) year to equality with the tax rate already within the City of Cohasset.

6. **Zoning and Subdivision Regulations.** That Itasca County agrees to exclude the Designated Area from its zoning and subdivision ordinances and the City of Cohasset agrees to extend its zoning and subdivision regulations to include the Designated Area.

7. Review and Comment. That the City of Cohasset and Itasca County agree that upon receipt of this Resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of this Resolution.

Adopted by the affirmative vote of all of the members of the Itasca County Board this 1st day of February 2022.

Itasca County Board **ATTEST:**

By: _____ **By:** _____

Chairperson **County Administrator**

Adopted by the affirmative vote of the City Council of the City of Cohasset this 11th day of January, 2022.

CITY OF COHASSET **ATTEST:**

By: _____ **By:** _____

Mayor **City Clerk**

EXHIBIT A

ANNEXATION LEGAL DESCRIPTION

That part of Section 31, Township 56 North, Range 26 West of the Fourth Principal Meridian, lying southerly of Trunk Highway Number 2 right of way as the same is depicted on the Minnesota Department of Transportation Plat 31-6 and easterly of State Highway Number 6 right of way as the same is depicted on the Minnesota Department of Transportation Plat 31-15, **AND** That part of Section 32, Township 56 North, Range 26 West of the Fourth Principal Meridian, lying southerly of Trunk Highway Number 2 right of way as the same is depicted on the Minnesota Department of Transportation Plat 31-7.

JOINT NOTICE OF INTENT
FOR THE ANNEXATION OF CERTAIN LAND FROM
UNORGANIZED TOWNSHIP
TO THE CITY OF COHASSET PURSUANT TO
MINNESOTA STATUTES 414.0325, SUBD. 1(b)

The City of Cohasset and the Itasca County Board will be considering the adoption by Joint Resolution of an orderly annexation agreement annexing certain portions of an unorganized Township into the City of Cohasset.

The property intended to be included in the agreement is as follows:

That part of Section 31, Township 56 North, Range 26 West of the Fourth Principal Meridian, lying southerly of Trunk Highway Number 2 right of way as the same is depicted on the Minnesota Department of Transportation Plat 31-6 and easterly of State Highway Number 6 right of way as the same is depicted on the Minnesota Department of Transportation Plat 31-15, **AND** That part of Section 32, Township 56 North, Range 26 West of the Fourth Principal Meridian, lying southerly of Trunk Highway Number 2 right of way as the same is depicted on the Minnesota Department of Transportation Plat 31-7.

A copy of the complete legal descriptions and the entire text of the proposed Joint Resolution shall be available for inspection by any person during regular office hours at the Cohasset City Hall at 305 NW 1st Avenue, Cohasset, MN 55721.

The Cohasset City Council will consider adopting the Joint Resolution for annexation of said properties at their regular meeting of January 11th, 2022 at 7:05 PM at City Hall in Cohasset, Minnesota.

The Itasca County Board will consider the adoption of the Joint Resolution for the orderly annexation agreement at a later date.

Dated: December 21, 2021

Max Peters - City Clerk, City of Cohasset

6. **City Council Liaisons**
A. Emergency Management Director – Greg Hagy and (Tim Carlson Appointed)
B. Safety Committee – Terry Bartz (Appointed)
C. Personnel Committee – Greg Hagy and Terry Bartz (Appointed)
D. Planning Commission – Tom Sutherland (Appointed)
E. Public Utilities Commission – Terry Bartz (Appointed)
F. EDA – Tim Carlson (Appointed)
G. Greater Grand Rapids Cable Commission – Greg Tuttle
A motion was made by Bartz/Carlson to approve the City Council Liaisons as presented. Voting in favor: Hagy, Bartz, Carlson, Hermel, & Sutherland; Voting against: None; Absent: None. Motion carried.

7. **Designations and Resolution**
A. Official Newspaper – Grand Rapids Herald Review
B. Establish 2022 Cohasset City Council Meeting Schedule
C. Resolution 2022-01 Designating Official Depositories for City Funds
D. Resolution 2022-02 Authorizing Signature Authority for City Accounts
E. Resolution 2022-03 Authorizing Signature Authority for Safe Deposit Box
F. Resolution 2022-04 Setting Fee Schedule
G. Resolution 2022-05 Granting Investment Authority for Depositories
H. Resolution 2022-06 Authorizing Signature Authority for City Credit Card
I. Resolution 2022-07 Regulations and Rental Agreement for Community Center
J. Approve Resolution 2022-08 RE: Joint Powers Agreement (Dimich)
K. Approve Resolution 2022-09 Authorizing City Office Change Fund
L. Approve Resolution 2022-10 Authorizing Concession Stand Change Fund
M. Approve Resolution 2022-11 Granting the Cohasset EDA an Appropriation of $100,000 to the City of Cohasset Economic Development Authority
A motion was made by Bartz/Sutherland to approve the Designations and Resolution as presented. Voting in favor: Hagy, Bartz, Carlson, Hermel, & Sutherland; Voting against: None; Absent: None. Motion carried.

8. **Administration**
A. Loren Solberg Consulting Contract
B. League of Minnesota Cities Liability Coverage Waiver Form
C. Joint Notice of Intent for the Annexation of Certain Land from Unorganized Township to the City of Cohasset Pursuant to MN. S 414.0325 SUB. 1(b)
A motion was made by Carlson/Sutherland to approve Administration A, B, C and as presented. Voting in favor: Hagy, Bartz, Carlson, Hermel, & Sutherland; Voting against: None; Absent: None. Motion carried.

D. Engineering firm proposal for Spec building. City of Cohasset chooses Widseth Engineering Firm for Spec building contract.
A motion was made by Carlson/Bartz to Grant Widseth Engineering Firm contract for Spec building as presented. Voting in favor: Hagy, Bartz, Carlson, Hermel, & Sutherland; Voting against: None; Absent: None. Motion carried.

321376

MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT No. 31-15

STATE PROJECT NO. 3106 (8=34) 901

IN THE WEST HALF OF SECTION 31, T. 56 N., R. 26 W. AND
IN THE EAST HALF OF SECTION 36, T. 56 N., R. 27 W.

ITASCA COUNTY, MINNESOTA

RIGHT OF WAY IN SECTION 31								
PARCEL	OWNER	LOCATION	TORRENS CERTIFICATE NO.	NEW R/W ACRES	TEMPORARY EASEMENT	SLOPE EASEMENT	INSTRUMENT RECORDED ON	INTEREST R/W OR EASEMENT
9	County of Itasca	SW ¼ SW ¼		6.38				Fee
10	County of Itasca	NW ¼ SW ¼		6.09	1.39		12-1-83	Fee
11	County of Itasca	Gov't Lot 2		8.24	0.57		12-1-83	Fee
12	Bernard Nolette	Gov't Lot 1		2.36				Fee
13	Lowell Roby	NE ¼ NW ¼		0.03				Fee
16	Burlington Northern Ry.	Gov't Lot 1 NE ¼ NW ¼		8.46	0.46		12-1-83	Fee
RIGHT OF WAY IN SECTION 36								
14	Francis Barbee	NE ¼ SE ¼ SE ¼ SE ¼ SE ¼ NE ¼		0.22				Fee
15	State of Minnesota	NE ¼ NE ¼		0.13				Fee

SURVEY STANDARDS

1. The plat values, azimuths and distances, are based on the project control survey system.
2. The boundary monuments shown on this plat have been field checked for location. The standard deviation for the monument positions is 0.7 ft.
3. The state plane coordinates shown on iron monument are based on the bi-national control monuments.
4. Certificates of Location have been filed at the County Recorder's Office and/or the County Surveyor's Office for the section corner monuments shown on this plat.
5. For details of this survey control the Surveying and Mapping Section at the Minnesota Department of Transportation, Bridge Building, St. Paul, Minnesota.

CONVENTIONAL SYMBOLS

DISTANCES SHOWN TO FEET (00, 80 ETC.) ARE EXACT EXTRINSIC VALUES.

AZIMUTH ORIENTATION AND GRID CONVERSION

Plat azimuths are oriented on Minnesota State Plane Coordinate System with 0 degrees 0 minutes 0 seconds being "GRID NORTH".
Plat distances are ground lengths and can be converted to Minnesota State Plane Grid lengths by multiplying Plat distances by 0.9999188

THE COMMISSIONER OF TRANSPORTATION IS HEREBY DESIGNATING THE DEFINITE LOCATION OF TRUNK HIGHWAY NO. 6 FROM INPLACE TRUNK HIGHWAY NO. 6, 2.5 MILES WEST OF COHASSET, TO TRUNK HIGHWAY NO. 2, 4.0 MILES NORTHWEST OF COHASSET

As shown on this plat prepared by the State of Minnesota Department of Transportation is hereby certified as the official plat of that portion of said T.H. 6 within the designated portion of Sections 31 and 36, and the Commissioner's Order hereby pursuant to Minnesota Statutes 1969, Sections 161.16 subd. 2, sections 160.14 subd. 1, and section 160.085 and Minnesota Laws of 1969, Chapter 165.

Commissioner's Order No.	Location	Nature of Interest
60165	Plats 31-13 thru 31-15	Definite location, width, extent, temporary easement and limiting removal easements.

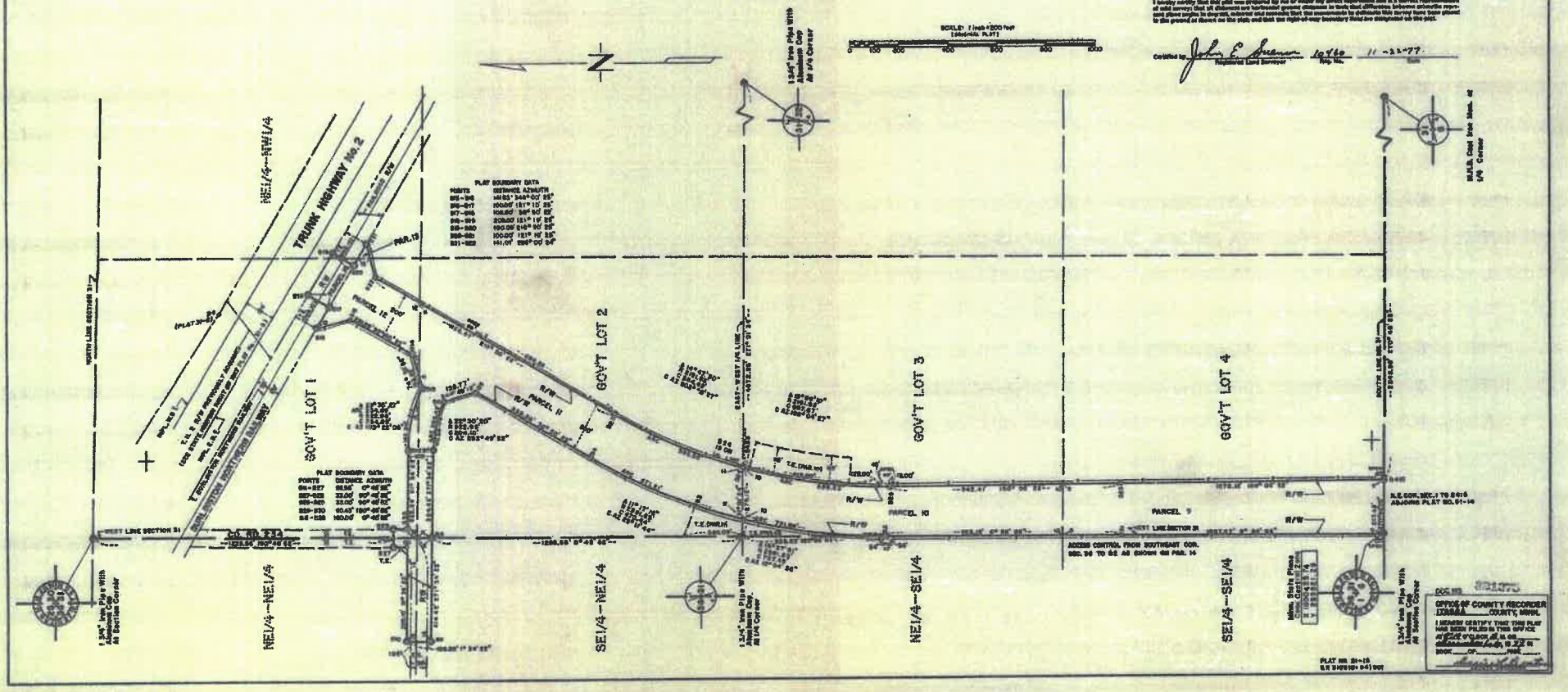
Recommended for Certification: R.E. Brennan, Director of R/W Operations, 11-22-77

Certified: L.C. Marshall, Jr., Commissioner of Transportation, 11/23/77

I hereby certify that this plat was prepared by me or under my direct supervision and is a correct representation of said survey that all distances are horizontal ground distances in feet and decimals, bearings azimuths expressed plane angles in degrees, minutes and seconds that the monuments as indicate this survey have been placed in the ground as shown on the plat and that the right-of-way boundary lines are designated on the plat.

Certified by: John E. Swenson, Registered Land Surveyor, Reg. No. 10760, 11-22-77

SCALE: 1 inch = 200 feet (1:2400 METRIC PLAT)



OFFICE OF COUNTY RECORDER
ITASCA COUNTY, MINN.
I HEREBY CERTIFY THAT THIS PLAT WAS DULY FILED IN THIS OFFICE
AT 8:00 O'CLOCK A. M. ON ____
AND WAS DULY RECORDED IN VOLUME ____ OF PLATS, ON PAGE ____
BOOK ____ OF ____ PAGE ____

ORIGINAL

STATE HIGHWAY RIGHT OF WAY PLAT NO. 31-6

STATE PROJECT 3103 (2=8-35)

IN THE SOUTHWEST QUARTER OF SECTION 30, T56N., R.25W. AND IN SECTION 31, T56N., R.25W.

ITASCA COUNTY, MINNESOTA

Survey Standards

1. The plat values, azimuths and distances, are based on the project control survey system.
2. The boundary monuments shown on this plat have been field checked for location. The standard deviation for the monument positions is 0.4 ft.
3. The state plane coordinates shown on one monument are based on ties to national control monuments.
4. Certificates of Location have been filed at the Register of Deeds' Office and/or the County Surveyor's Office for the section corner monuments shown on this plat.
5. For details of this survey contact the Surveying and Mapping Section at the Minnesota Highway Department Duluth Name of District.

SCALE: 1 Inch = 200 feet (MASTER PLAT)

0 100 200 400 600 800 1000

AZIMUTH ORIENTATION AND GRID CONVERSION

The azimuths are oriented to Minnesota State Plane Coordinate System with 0 degrees 0 minutes 0 seconds being "GRID NORTH".

The distances are ground lengths and can be converted to Minnesota State Plane Grid lengths by multiplying the distance by 0.9999041

THE COMMISSIONER OF HIGHWAYS IS HEREBY DESIGNATING THE DEFINITE LOCATION OF TRUNK HIGHWAY NO. 2 FROM BEER RIVER TO CONABET

As shown on this plat prepared by the State of Minnesota Department of Highways, is hereby modified as the official plat of that portion of said T.H. 2 within the designated portion of Sections 30 and 31, and the Commissioner's Order therefor, pursuant to Minnesota Laws of 1949, Chapter 303, 308 and 309 (now codified as Minnesota Statutes 1969, section 161.16 subd. 2, section 160.14 subd. 1, and section 161.045 respectively).

Commissioner's Order No.	Location	Status of Interest
20660	Plats 31-1 thru 31-5	Definite location, width, access, temporary easement and building removal easement.

Recommended for Confirmation: R. J. Brunner, Director of R/W Operations, 3/30/75 Date

Certified: Frank D. Marzitelli, Commissioner of Highways, 8-21-75 Date

I hereby certify that this plat was prepared by me or under my direct supervision and is a correct representation of said survey; that all distances are horizontal ground distances in feet; that differences between azimuths appearing on plats angles in degrees, minutes and seconds; that the monuments to delineate this survey have been placed in the ground as shown on the plat; and that the right-of-way boundary lines are designated on the plat.

Certified by: John E. Jones, Registered Land Surveyor, 10768 Reg. No., 7-20-75 Date

RIGHT OF WAY IN SECTION 31

PARCEL	OWNER	LOCATION	Owner's Instrument No.	No. Acres	Previously Conveyed	Retained Existing	Assessment Quoted on	Treatment Of Access
202 A	Lowell Raby	NE ¼ NW ¼		3.67				Fee
203	Hazel Fiona Pickell	SE ¼ NW ¼ SW ¼ NE ¼		4.85				Fee
204	John D. Jelland	SE ¼ NE ¼		1.58				Fee
205	State of Minnesota	SE ¼ NE ¼ NE ¼ SE ¼		1.32	0.88		12-1-69	Fee
202 A	Burlington Northern Inc.	Section 31						Access Only

RIGHT OF WAY IN SECTION 30 & 31

201	George Boskos	Govt. Lot 4 Sec. 30 Govt. Lot 1 Sec. 31	10660	7.35				Fee

GOV'T. LOT 4

GOV'T. LOT 1

GOV'T. LOT 2

NE 1/4 -- NW 1/4

SE 1/4 -- NW 1/4

SW 1/4 -- NE 1/4

SE 1/4 -- NE 1/4

NE 1/4 -- SE 1/4

TRUNK HIGHWAY NO. 2

PARCEL 201

PARCEL 202

PARCEL 203

PARCEL 204

PARCEL 205

PARCEL 206

Itasca County Mon. 1-3/4" Iron Pipe with Aluminum Cap at 1/4 Corner

Itasca County Mon. 1-3/4" Iron Pipe at Section Corner

Itasca County Mon. 1-3/4" Iron Pipe with Aluminum Cap at Section Corner

Lakehead Pipe Line Company Easement

BURLINGTON NORTHERN SEC. R/W

EAST-WEST QUARTER LINE

CONVENTIONAL SYMBOLS

Section Line
Quarter Line
Sixteenth Line
Property Line
R/W Boundary
Existing R.R.R./R/W Line
Other Road R/W's
Railroad R/W
Private Easement
Temporary Easement
Building Removal Easement
R/W Parcel Number
Access Control
Access Opening
Cast Iron Monument or 1 1/2" R.R.R. Iron Pipe with Aluminum Cap
3/4" R.R.R. Iron Pin
Other Iron Monuments
Concrete or Stone Monument
R/W Boundary Corner

DISTANCES SHOWN TO NEAR TENTH ARE EXACT DISTANCE VALUES.

DOC. NO. 301270

OFFICE OF REGISTER OF DEEDS
ITASCA COUNTY, MINN.
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN THIS OFFICE
AT 1:30 O'CLOCK P. M. ON 9-7
20 [illegible], IN BOOK
OF [illegible], PAGE

PLAT 31-6
SP 3103-2-35

STATE HIGHWAY RIGHT OF WAY PLAT No. 31-7

STATE PROJECT SICS (2=8-35)
IN THE SOUTH HALF OF SECTION 32, T. 56N., R. 26W. AND IN GOVERNMENT LOTS 1 & 2 OF SECTION 5, T. 55N., R. 26W.
ITASCA COUNTY, MINNESOTA

THE COMMISSIONER OF HIGHWAYS IS HEREBY DESIGNATING THE DEFINITE LOCATION OF TRUNK HIGHWAY NO. 2 FROM DEER RIVER TO CONSHET

As shown on this plat prepared by the State of Minnesota Department of Highways, is hereby certified as the official plat of that portion of said T.H. 2 which the designated portion of Sections 32 and 5 , and the Commissioner's Order thereto, pursuant to Minnesota Laws of 1949, Chapters 397, 500 and 509 (now codified as Minnesota Statutes 1969, sections 161.16 subd. 2, section 160.24 subd. 1, and section 160.266 respectively).

Commissioner's Order No.	Location	Nature of Interest
55900	Plats 31-1 thru 31-9	Definite location, subject, however, to temporary easements and to minor changes.

Recommended for Certification: R. O. Bressen, Director of R/W Operations — Date 3/30/75

Certified: Frank D. Marshall, Commissioner of Highways — Date 5-21-75

I hereby certify that this plat was prepared by me or under my direct supervision and is a correct representation of said survey; that all distances are horizontal ground distances in feet; that differences between azimuths, angles and plane angles in degrees, minutes and seconds; that the monuments to delineate this survey have been placed in the ground as shown on the plat; and that the alphabetical boundary lines are designated on the plat.

Certified by John E. Larson, Registered Land Surveyor — Reg. No. 10460 — Date 3-20-75

AZIMUTH ORIENTATION AND GRID CONVERSION

This azimuths are referred to Minnesota State Plane Coordinate System with 0 degrees 0 minutes 0 seconds being "GRID NORTH".
Plat distances are ground lengths and can be converted to Minnesota State Plane Grid lengths by multiplying the distance by 0.999884

SCALE: 1 inch =200 feet (ORIGINAL PLAT)

0 100 200 400 600 800 1000

Hennepin County Mon. 1-3/4" Iron Pipe with Aluminum Cap at 1/4 Corner

Hennepin County Mon. 1-3/4" Iron Pipe with Aluminum Cap at Section Corner

Hennepin County Mon. 1-3/4" Iron Pipe with Aluminum Cap at 1/4 Corner

Hennepin County Mon. 1-3/4" Iron Pipe with Aluminum Cap at Section Corner

3/4" Iron Pin at 1/4 Corner

Mon. State Plane Coord. North Zone Y= 195,787.18

EAST - WEST QUARTER LINE

NW1/4-SW1/4

NE1/4-SW1/4

SW1/4-SE1/4

SE1/4-SW1/4

SW1/4-SW1/4

SE1/4-SE1/4

GOV'T. LOT 2

GOV'T. LOT 1

SOUTH LINE OF SECTION 32

EAST LINE OF SECTION 5

TRUNK HIGHWAY NO. 2

CENTER LINE OF T.H. 2 R/W

PARCEL 205

PARCEL 206

PARCEL 207

PARCEL 208

PARCEL 208A

PARCEL 209

PARCEL 210

PARCEL 211

PARCEL 212

PARCEL 213

PARCEL 214

PARCEL 215

PARCEL 216

PARCEL 217

PARCEL 218

PARCEL 219

PARCEL 220

PARCEL 221

PARCEL 222

PARCEL 223

PARCEL 224

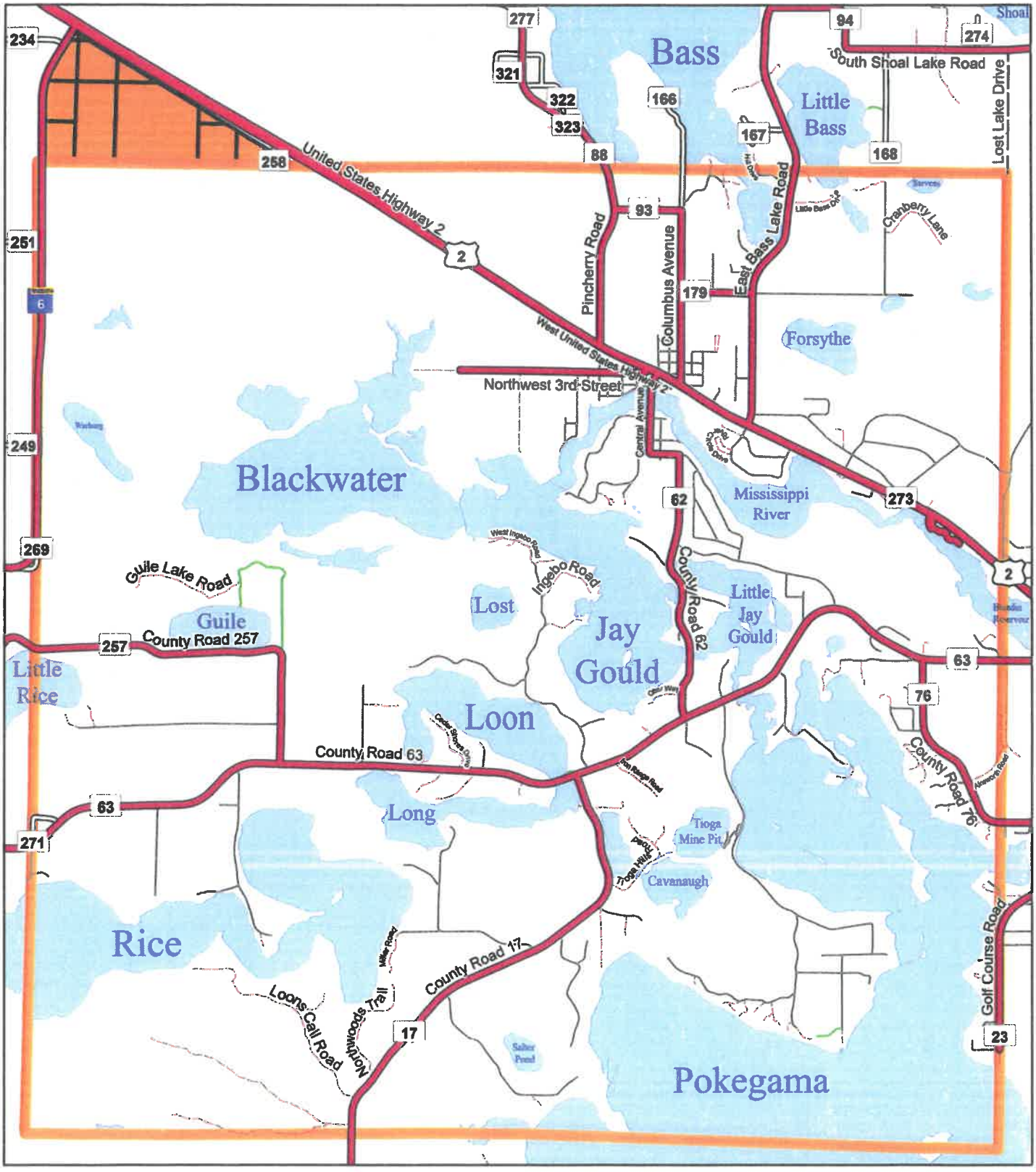
PARCEL 225

PARCEL 226

PARCEL 227

PARCEL 228

PARCEL

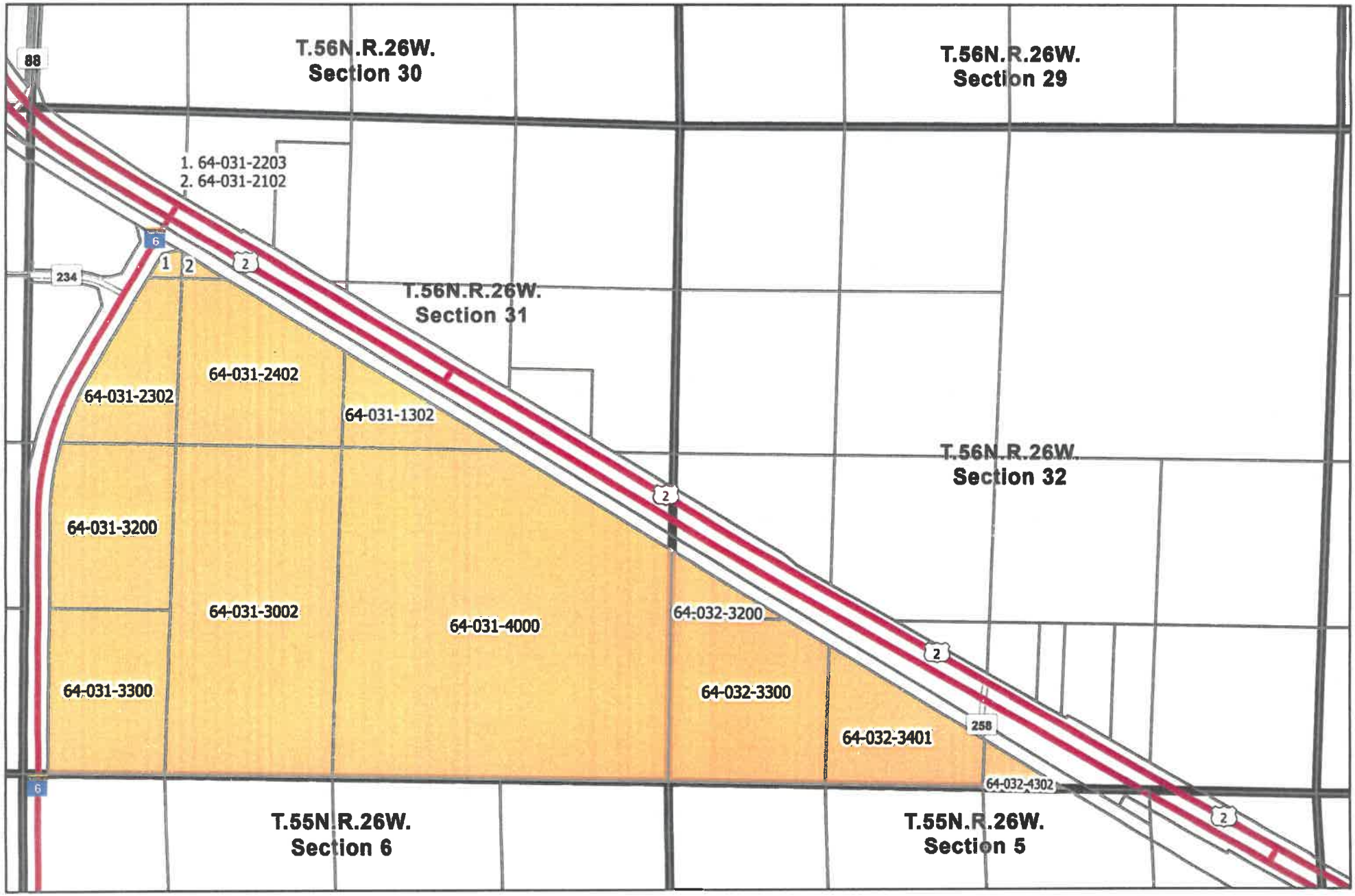


The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express 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

Itasca Geographic Information System

N
W E

City Limits
Parcel_Works


T.56N.R.26W.
Section 30
T.56N.R.26W.
Section 29
1. 64-031-2203
2. 64-031-2102
T.56N.R.26W.
Section 31
64-031-2402
64-031-2302
64-031-1302
T.56N.R.26W.
Section 32
64-031-3200
64-031-3002
64-031-4000
64-032-3200
64-031-3300
64-032-3300
64-032-3401
64-032-4302
T.55N.R.26W.
Section 6
T.55N.R.26W.
Section 5
88
234
258
Annexation Parcels
Tax Parcel
PLSS Section
City of Cohasset Annexation
Miles
0
0.13
0.25
0.5
Itasca Geographic Information System
"decision support through automation"
This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.
Date: 10/4/2021