



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 1, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.6 (Title VI Plan for MnDOT FHWA Subrecipient), add Items #6.10 (Gambling Permit) and #6.11 (Election Ballot Testing) 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, October 25, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorizing Internal Loan in Connection with the County's General Obligation Jail Bonds, Series 2020B.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/10/2022 2:30 PM
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2. Approve final payment for Contract 90011, a Safe Routes to School Trail project for the City of Deer River, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/10/2022 2:30 PM
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3. Adopt the Resolution Re: Repurchase of Lot 14 and East 1/2 Lot 15, BLK 5, Spina Addition to Keewatin by Kenneth Brantner on behalf of the Gerald Ricio estate.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/10/2022 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. IMCare Position Allocation

Health Plan Division Manager Sarah Anderson provided information regarding the request to approve a change in allocation of an IMCare Data Project Coordinator position to a Lead Medical Support Specialist Position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/10/2022 2:30 PM

3. Change in Allocation of Eligibility Specialist Position

Financial Assistance Supervisor Jason Johnson provided information regarding the request to approve a change in allocation of an Eligibility Specialist Position to create four (4) Lead Eligibility Specialist Workers in the Financial Assistance Unit.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/10/2022 2:30 PM

4. North Homes 2023 Budget Request

Health and Human Services (HHS) Director Eric Villeneuve and North Homes representative Connie Ross provided information regarding the North Homes budget request for 2023 in the estimated amount of \$50,114.

RESULT: RECOMMENDED FOR REGULAR NEXT: 11/10/2022 2:30 PM

5. Veterans Day and Operation Green Light Information

Veteran Services Officer (VSO) Luke St. Germain provided information regarding Veterans Day events throughout Itasca County, as well as Operation Green Light.

RESULT: INFORMATIONAL - NO ACTION TAKEN

7. Approval of Canisteo Pumping Lease & Water Appropriation Permit

Motion To: Approve the Canisteo Water Appropriation Permit and Pumping Lease Agreement, including the Unsafe Ice Plan with the State of Minnesota, and authorize necessary signatures.

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

8. Highway 169 Cross Range Expressway Update

Flaherty & Hood representative Shane Zahrt provided an update on the Highway 169 Cross Range Expressway.

RESULT: INFORMATIONAL - NO ACTION TAKEN

9. Representation Letter

County Administrator Brett Skyles provided information regarding the request to consider a Representation Letter to be part of the external Grand Village financial audit conducted by CliftonLarsonAllen LLP.

RESULT: INFORMATIONAL - NO ACTION TAKEN

10. Gambling Permit

Motion To: Approve a LG214 Premises Permit Application for gambling, as requested by the Hill City Firemen's Relief Organization, to conduct lawful gambling at Pickled Loon located at 20814 US Hwy 169, Grand Rapids, MN.

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

11. Election Ballot Testing

County Auditor/Treasurer Jeff Walker provided information regarding Elections and the upcoming public accuracy tests of the election equipment.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance at recent Arrowhead Economic Opportunity Agency (AEOA) Board of Directors and Highway 169 Cross Range Expressway Coalition Committee meetings.

Commissioner Tinquist reported on his attendance at recent Grand Village, Blackduck Joint Powers Board, and Mississippi Headwaters Board (MHB) meetings.

Commissioner Trunt reported on his attendance at recent Arrowhead Counties Association (ACA) and Arrowhead Regional Development Commission (ARDC) meetings, as well as the Association of Minnesota Counties (AMC) District 2 meeting.

Commissioner Snyder reported on his attendance at recent Huber Project Work Group, Itasca Economic Development Corporation (IEDC), Grand Village, and Intergovernmental Affairs meetings, as well as meetings with RAPP Strategies and Blandin Foundation.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding 2023 Legislative Priorities and reminded the public that the Tuesday, November 8, 2022 County Board Regular Session was rescheduled to Thursday, November 10, 2022 at 2:30 PM in the Itasca County Boardroom due to elections.

Commissioner Ives provided comment regarding Veterans Day events happening in Itasca County.

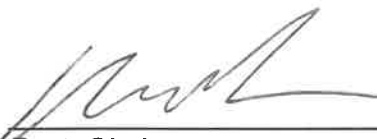
X. CLOSED SESSIONS

XI. ADJOURN

Chair Snyder adjourned the meeting at 3:48 PM.

ATTEST


Terry Snyder
Chair of the County Board


Brett Skyles
Clerk of the County Board



November 1, 2022

Chair:

PULL:

1. Item #6.6 – Title VI Plan for MnDOT FHWA Subrecipient

ADDITIONS:

1. Item #6.10 – Gambling Permit

CHANGES: None

INFORMATIONAL:

1. Item #6.3 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 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: Approve the agenda, as presented.

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, October 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. Authorize the notice for Intermediate and Regular oral bid auction of timber to be given by publication in the official newspaper of the county as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice of sale, and that sale shall commence at 10:00 AM on Thursday, December 8, 2022 at Cohasset Community Center.

2. Award the 2024 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$63,320.00 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.
3. Award the Albion Culvert Replacement project to the lowest quote, Lakehead Constructors, Inc., in the amount of \$58,200.00 and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Farewell to Mark Lallak whose last day as Dispatch Coordinator, Sheriff Department will be October 27, 2022 after 25+ years of service.

Congratulations to Chris Rae, Accounting Technician with Health & Human Services, who accepted a job transfer to the position of Medical Claims Examiner effective October 16, 2022.

Welcome to new employee Harry Johnson, Custodian, Facilities Department, effective October 24, 2022.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of October 28, 2022, in the amount of \$2,857,193.53.

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. Employee Expense Report Approval
Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

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

5. Cancellation of Old Warrants/Checks
Motion To: Adopt the Resolution Re: Cancellation of Old Warrants/Checks.

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

6. ICHHS Warrants
Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for October 2022, in the amount of \$1,485,339.03.

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

7. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. MIS Position Reallocation

Motion To: Reallocate one Grade 10 Emergency Communications Technician position to a Grade 12 Emergency Communications Technical Supervisor.

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

9. Discussion of Campsite Lease Request

Motion To: Deny the request from campsite leaseholders for sale of tax-forfeited trust land associated with the lease of Dan Samsa, Kevin Healy, and Joel Dixon in SENE, section 12 of T62N-R24W within the Loucks-Danyluk Memorial Forest.

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

10. TED Account Request by Nashwauk Township

Motion To: Approve the request of \$7,000 from the 2022 Tourism and Economic Development (TED) Account (12-611) by Nashwauk Township.

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

VII. COMMISSIONER COMMENTS

County Attorney Matti Adam provided comment regarding a recent presentation to Nashwauk students regarding Safe and Healthy Dating Relationships, Sexual Violence, and available resources.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:15 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, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2623

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Jeff Walker

AGENDA ITEM:

Interfund Loan Resolution

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorizing Internal Loan in Connection with the County's General Obligation Jail Bonds, Series 2020B.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

RESOLUTION

**RE: AUTHORIZING INTERNAL LOAN IN CONNECTION WITH THE COUNTY'S GENERAL
OBLIGATION JAIL BONDS, SERIES 2020B**

WHEREAS, Itasca County, Minnesota (the "County"), issued its General Obligation Jail Bonds, Series 2020B (the "Bonds"), dated October 29, 2020, in the original aggregate principal amount of \$50,000,000, for the purpose of financing the acquisition of land and the construction and equipping of a County jail; and

WHEREAS, due to the fact that the sales tax has not yet been instituted, the County plans to borrow from internal funds to pay the February 1, 2023 and August 1, 2023 payments on the Bonds (the "Bond Debt Service Payment"); and

WHEREAS, the County intends to advance funds from its Human Services Fund, or any other fund designated by the County (collectively, the "County Funds"), in the amount of up to \$2,500,000 in order to pay the Bond Debt Service Payment, and the County proposes to designate such advance as an interfund loan in accordance with the terms of this resolution; and

WHEREAS, the County intends to repay such interfund loan with proceeds of the proposed sales and use tax or other available funds of the County authorized to be used to repay such interfund loan; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Itasca County, Minnesota as follows:

1. The County shall borrow up to \$2,500,000 from the County Funds (the "Interfund Loan") to pay the Bond Debt Service Payment.
2. The Interfund Loan shall bear interest at the County's then current internal rate of return on the principal amount advanced, accruing from the date of disbursement of the Interfund Loan; provided, however that the maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 and Section 549.09 as of the date the loan or advance is authorized, unless a written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.
3. Payments of principal of and interest (the "Payments") on the Interfund Loan shall be paid semiannually on each February 1 and August 1 (each a "Payment Date"), commencing on February 1, 2024, and continuing until the principal of and interest on the Interfund Loan is paid in full.
4. Payments on the Interfund Loan shall be applied first to accrued interest, and then to unpaid

principal.

5. The principal sum and all accrued interest payable under the Interfund Loan is prepayable in whole or in part at any time by the County without premium or penalty.

6. The County may amend the terms of the Interfund Loan at any time by resolution of the Board of Commissioners of the County, to the extent permissible under law.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2622

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Contract 90011 - Deer River Safe Routes to School Trail - Final Payment Request

BOARD ACTION REQUESTED:

Approve final payment for Contract 90011, a Safe Routes to School Trail project for the City of Deer River, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:

TNT Construction Group, LLC has completed the trail construction project for the City of Deer River SRTS project and it is recommended that final payment be processed.

Bid Amount: \$457,827.00

Final Amount: \$467,851.53

Costs beyond grant amounts associated with this contract are the City of Deer River's. Itasca County was only the fiscal agent for the project.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Closeout Packet for Board Approval

11/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/10/2022 2:30 PM
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Contract Number: 90011
 Pay Request Number: 6

Project Number	Project Description
031-090-011	Deer River - Safe Routes to School Trail

Contractor: TNT Construction Group LLC 40 County Road 63 Grand Rapids, MN 55744	Vendor Number: Up To Date: 07/20/2022
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Contract Amount

Original Contract	\$457,827.00	Original	\$457,827.00
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$457,827.00	Total	\$457,827.00

Funds Encumbered**Work Certified To Date**

Base Bid Items	\$467,851.53
Contract Changes	\$
Material On Hand	\$0.00
Total	\$467,851.53

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$537.50	\$467,851.53	\$0.00	\$443,948.33	\$23,903.20	\$467,851.53
Percent: Retained: 0%			Percent Complete: 102.19%		

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

Approved By

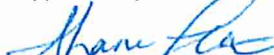


County/City/Project Engineer

07/27/22

Date

Approved By TNT Construction Group LLC



Contractor

7/27/22

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-09-17	\$127,637.97	\$6,381.90	\$121,256.07
2	2021-10-01	\$44,849.00	\$2,242.45	\$42,606.55
3	2021-10-18	\$142,421.05	\$7,121.05	\$135,300.00
4	2021-11-15	\$76,525.53	\$3,826.28	\$72,699.25
5	2022-06-22	\$75,880.48	\$3,794.02	\$72,086.46
6	2022-07-20	\$537.50	(\$23,365.70)	\$23,903.20

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
Trail		\$467,851.53	\$0.00	\$443,948.33	\$23,903.20	\$467,851.53

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Federal	\$15,000.00	\$300,000.00	\$300,000.00	\$300,000.00
2	MNDOT	\$3,250.00	\$65,000.00	\$65,000.00	\$65,000.00
3	Local	\$5,653.20	\$92,827.00	\$92,827.00	\$102,851.53

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601	CONSTRUCTION SURVEYING	LS	\$10,500.00	1	0	\$0.00	1	\$10,500.00
Base Bid	2	2021.501	MOBILIZATION	LS	\$46,782.63	1	0	\$0.00	1	\$46,782.63
Base Bid	3	2101.501	CLEARING & GRUBBING	LS	\$750.00	1	0	\$0.00	1	\$750.00
Base Bid	4	2101.505	GRUBBING	ACRE	\$18,000.00	0.05	0	\$0.00	0.05	\$900.00
Base Bid	5	2101.524	GRUBBING	TREE	\$100.00	2	0	\$0.00	5	\$500.00
Base Bid	6	2104.502	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	\$50.00	2	0	\$0.00	2	\$100.00
Base Bid	7	2104.502	SALVAGE SIGN PANEL TYPE C	EACH	\$50.00	7	0	\$0.00	6	\$300.00
Base Bid	8	2104.502	SALVAGE STRUCTURE	EACH	\$250.00	1	0	\$0.00	1	\$250.00
Base Bid	9	2104.502	REMOVE CASTING	EACH	\$75.00	5	0	\$0.00	7	\$525.00
Base Bid	10	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$50.00	5	0	\$0.00	5	\$250.00
Base Bid	11	2104.502	SALVAGE HYDRANT & VALVE	EACH	\$750.00	2	0	\$0.00	2	\$1,500.00
Base Bid	12	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.50	739	0	\$0.00	802	\$2,005.00

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	13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$4.00	75	0	\$0.00	30	\$120.00
Base Bid	14	2104.503	REMOVE CURB & GUTTER	L F	\$9.00	459	0	\$0.00	449	\$4,041.00
Base Bid	15	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$6.00	136	0	\$0.00	108	\$648.00
Base Bid	16	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$15.00	61	0	\$0.00	61	\$915.00
Base Bid	17	2105.507	COMMON EXCAVATION (P)	C Y	\$27.00	1461	0	\$0.00	1461	\$39,447.00
Base Bid	18	2105.507	SUBGRADE EXCAVATION	C Y	\$9.00	267	0	\$0.00	267	\$2,403.00
Base Bid	19	2105.507	SELECT GRANULAR BORROW (CV)	C Y	\$22.00	267	0	\$0.00	678	\$14,916.00
Base Bid	20	2112.519	SUBGRADE PREPARATION	RDST	\$500.00	26	0	\$0.00	26	\$13,000.00
Base Bid	21	2118.507	AGGREGATE SURFACING (CV) CLASS 5	C Y	\$55.00	15	0	\$0.00	0	\$0.00
Base Bid	22	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$75.00	460	0	\$0.00	510	\$38,250.00
Base Bid	23	2231.604	BITUMINOUS PATCH SPECIAL 1	SQ YD	\$63.00	111	0	\$0.00	125	\$7,875.00
Base Bid	24	2231.604	BITUMINOUS PATCH SPECIAL 2	SQ YD	\$86.00	119	0	\$0.00	128.2	\$11,025.20
Base Bid	25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2;B)	TON	\$111.00	200	0	\$0.00	196	\$21,756.00
Base Bid	26	2451.607	CRUSHED ROCK (CV)	C Y	\$0.01	25	0	\$0.00	0	\$0.00
Base Bid	27	2501.502	12" GS PIPE APRON	EACH	\$250.00	6	0	\$0.00	6	\$1,500.00
Base Bid	28	2501.502	15" GS PIPE APRON	EACH	\$275.00	7	0	\$0.00	7	\$1,925.00
Base Bid	29	2501.502	18" GS PIPE APRON	EACH	\$340.00	4	0	\$0.00	4	\$1,360.00
Base Bid	30	2501.503	12" CS PIPE CULVERT	L F	\$45.00	87	0	\$0.00	87	\$3,915.00
Base Bid	31	2501.503	15" CS PIPE CULVERT	L F	\$47.00	118	0	\$0.00	118	\$5,546.00
Base Bid	32	2501.503	18" CS PIPE CULVERT	L F	\$59.00	83	0	\$0.00	83	\$4,897.00
Base Bid	33	2502.602	CONNECT TO EXISTING PIPE DRAIN	EACH	\$850.00	1	0	\$0.00	1	\$850.00
Base Bid	34	2503.602	ADJUST SANITARY SEWER CLEAN-OUT	EACH	\$100.00	2	0	\$0.00	3	\$300.00

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	35	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,700.00	2	0	\$0.00	2	\$3,400.00
Base Bid	36	2504.602	INSTALL HYDRANT & VALVE	EACH	\$1,900.00	2	0	\$0.00	2	\$3,800.00
Base Bid	37	2504.602	ADJUST CURB BOX	EACH	\$100.00	6	0	\$0.00	6	\$600.00
Base Bid	38	2504.602	ADJUST VALVE BOX	EACH	\$300.00	8	0	\$0.00	6	\$1,800.00
Base Bid	39	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$300.00	18	0	\$0.00	23	\$6,900.00
Base Bid	40	2504.603	HYDRANT RISER	L F	\$1,350.00	0.5	0	\$0.00	0	\$0.00
Base Bid	41	2504.608	WATERMAIN FITTINGS	LB	\$30.00	72	0	\$0.00	0	\$0.00
Base Bid	42	2506.502	CASTING ASSEMBLY	EACH	\$1,225.00	5	0	\$0.00	7	\$8,575.00
Base Bid	43	2506.602	INSTALL STRUCTURE	EACH	\$1,000.00	1	0	\$0.00	1	\$1,000.00
Base Bid	44	2506.602	ADJUST FRAME & RING CASTING	EACH	\$625.00	1	0	\$0.00	1	\$625.00
Base Bid	45	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$325.00	6	0	\$0.00	6	\$1,950.00
Base Bid	46	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	\$5.00	27	0	\$0.00	20	\$100.00
Base Bid	47	2511.507	RANDOM RIPRAP CLASS III	C Y	\$100.00	7	0	\$0.00	7	\$700.00
Base Bid	48	2521.518	4" CONCRETE WALK	S F	\$5.25	7690	0	\$0.00	8579	\$45,039.75
Base Bid	49	2521.518	6" CONCRETE WALK	S F	\$13.00	2009	0	\$0.00	1473	\$19,149.00
Base Bid	50	2521.518	8" CONCRETE WALK	S F	\$14.15	297	0	\$0.00	297	\$4,202.55
Base Bid	51	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$30.00	466	0	\$0.00	189.9	\$5,697.00
Base Bid	52	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$59.00	290	0	\$0.00	247.6	\$14,608.40
Base Bid	53	2531.618	TRUNCATED DOMES	S F	\$52.00	281	0	\$0.00	287.6	\$14,955.20
Base Bid	54	2540.602	MAIL BOX SUPPORT	EACH	\$110.00	5	0	\$0.00	5	\$550.00
Base Bid	55	2563.601	TRAFFIC CONTROL	LS	\$20,000.00	1	0	\$0.00	1	\$20,000.00
Base Bid	56	2564.502	INSTALL SIGN PANEL TYPE C	EACH	\$240.00	6	1	\$240.00	7	\$1,680.00
Base Bid	57	2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	\$285.00	2	0	\$0.00	2	\$570.00
Base Bid	58	2564.518	SIGN PANELS TYPE C	S F	\$85.00	113	3.5	\$297.50	104.5	\$8,882.50

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	59	2571.524	CONIFEROUS TREE 5' HT B&B	TREE	\$675.00	2	0	\$0.00	2	\$1,350.00
Base Bid	60	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$500.00	1	0	\$0.00	0	\$0.00
Base Bid	61	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$125.00	25	0	\$0.00	7	\$875.00
Base Bid	62	2573.503	SILT FENCE; TYPE MS	L F	\$3.50	1254	0	\$0.00	1237	\$4,329.50
Base Bid	63	2574.505	SOIL BED PREPARATION	ACRE	\$2,500.00	0.44	0	\$0.00	0.44	\$1,100.00
Base Bid	64	2574.507	COMMON TOPSOIL BORROW	C Y	\$0.01	177	0	\$0.00	0	\$0.00
Base Bid	65	2574.508	FERTILIZER TYPE 3	LB	\$6.00	109	0	\$0.00	109	\$654.00
Base Bid	66	2575.504	SODDING TYPE LAWN	S Y	\$10.00	616	0	\$0.00	1245	\$12,450.00
Base Bid	67	2575.505	SEEDING	ACRE	\$3,000.00	0.31	0	\$0.00	0.31	\$930.00
Base Bid	68	2575.505	WEED SPRAYING	ACRE	\$3,000.00	0.16	0	\$0.00	0	\$0.00
Base Bid	69	2575.505	MOWING	ACRE	\$1,000.00	0.88	0	\$0.00	0	\$0.00
Base Bid	70	2575.506	WEED SPRAY MIXTURE	GAL	\$300.00	0.1	0	\$0.00	0	\$0.00
Base Bid	71	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	LB	\$3.00	1198	0	\$0.00	1198	\$3,594.00
Base Bid	72	2575.508	SEED MIXTURE 25-151	LB	\$6.00	37	0	\$0.00	37	\$222.00
Base Bid	73	2575.601	EROSION CONTROL	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00
Base Bid	74	2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$4.50	1044	0	\$0.00	1044	\$4,698.00
Base Bid	75	2582.503	6" SOLID LINE PAINT (WR)	L F	\$4.80	206	0	\$0.00	206	\$988.80
Base Bid	76	2582.618	CROSSWALK MARKING-PAINT (WR)	S F	\$6.20	360	0	\$0.00	360	\$2,232.00
Alternate 1	77	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.50	384	0	\$0.00	384	\$960.00
Alternate 1	78	2104.503	REMOVE CURB & GUTTER	L F	\$6.00	384	0	\$0.00	384	\$2,304.00
Alternate 1	79	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$6.00	83	0	\$0.00	83	\$498.00
Alternate 1	80	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$70.00	30	0	\$0.00	30	\$2,100.00

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
Alternate 1	81	2231.604	BITUMINOUS PATCH SPECIAL 2	SQ YD	\$85.00	83	0	\$0.00	83	\$7,055.00
Alternate 1	82	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	(\$30.00)	288	0	\$0.00	0	\$0.00
Alternate 1	83	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	\$25.00	672	0	\$0.00	647	\$16,175.00
Alternate 1	84	2506.602	ADJUST FRAME & RING CASTING	EACH	\$375.00	2	0	\$0.00	0	\$0.00
Base Bid Totals:								\$537.50		\$467,851.53

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
031-090-011		\$537.50	\$467,851.53

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
Contract Change Totals:										\$		\$

Contract Total	\$467,851.53
----------------	--------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SP 031-090-011
Deer River Safe Routes to School - Trail

Name of Contractor: TNT Construction Group, LLC

Contract No.: 90011, Minn. Proj. No. TA 3121 (228)

Total Value of Work: \$467,851.53

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.

9-13-2022
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

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SP 031-090-011

County of Itasca

Contract No: 90011

Minn. Proj. No.: TA 3121 (228)

The County Board of Itasca County hereby recognizes that the work done by TNT Construction Group, LLC. of Grand Rapids, MN, under contract with Itasca County, made and entered into on, August 17, 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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2625

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Kenneth Brantner

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Lot 14 and East 1/2 Lot 15, BLK 5, Spina Addition to Keewatin by Kenneth Brantner on behalf of the Gerald Ricio estate.

BACKGROUND:

This property forfeited on October 31, 2017 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalty, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application to Repurchase
2. Map

11/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

RESOLUTION

RE: REPURCHASE OF LOT 14 & E 1/2 LOT 15, BLK 5, SPINA ADDN TO KEEWATIN

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Kenneth Brantner on behalf of the Gerald Ricio estate, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as: Lot 14 & E 1/2 Lot 15, Blk 5, Spina Addn to Kewatin and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Kenneth Brantner on behalf of the Gerald Ricio estate, subject to payment including taxes, penalties and interest of \$3,558.32; deed tax \$11.74; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00, and service fees \$150.00 for a total of \$4,091.06.

APPLICATION FOR REPURCHASE OF FORFEITED LANDS**Pursuant to Minnesota, Statutes Section 282.241****To The Board of County Commissioners and The County Auditor of Itasca County, Minnesota**

The undersigned Estate of Gerald Riccio hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said Itasca County, Minnesota, and more particularly described as follows:

**All of Lot Fourteen (14) and the East Half of Lot Fifteen (15), Block Five (5), SPINA
ADDITION TO KEEWATIN**

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the heirs of the owners and taxpayers.

That said land forfeited to the State on the 31st day of October, 2017

That such taxes became delinquent 2013 and remained delinquent

and unpaid for the subsequent years of 2014 thru 2022

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of Four Thousand ninety-one and 06/100th Dollars (\$4,091.06), which includes (taxes, penalties & interest \$3,558.32; plus deed tax \$11.74; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00, Service fee \$150.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

*Because of family home and
need a place to live*

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated OCT 26, 2022

[Signature]
Applicant

Applicant

State of Minnesota, }ss.

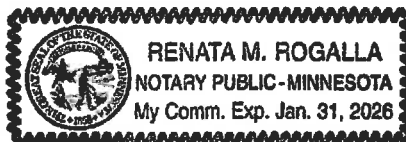
County of Itasca

Estate of Gerald Riccio, being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

26 day of October, 2022

[Signature]



**Application to Repurcahase of 92-460-0540
Lot 14 & E 1/2 Lot 15 BLK 5, Spina Addn to Keewatin**



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

Itasca Geographic Information System

"Decision support through automation"

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or in any form without written permission.

0 62.5 125 250
Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2190

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2618

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Position Allocation

BOARD ACTION REQUESTED:

Approve a change in allocation of IMCare Data Project Coordinator position to Lead Medical Support Specialist Position.

BACKGROUND:

IMCare has been unable to fill the Data/Project Coordinator position. To better meet IMCare business needs and provide an opportunity for someone with a Medical Support background to grow and take on additional responsibility, I am requesting a change in position allocation. Going from a Grade 9 Data /Project Coordinator position to a Grade 8 Lead Medical Support Specialist position. This will result in a savings of appx. \$2662.40-\$3598.40 per year.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2626

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Jason Johnson

AGENDA ITEM:

Change in Allocation of Eligibility Specialist Position

BOARD ACTION REQUESTED:

Approve a change in allocation of an Eligibility Specialist Position to create 4 Lead Eligibility Specialist Workers in the Financial Assistance Unit.

BACKGROUND:

As discussed during budget sessions, the Financial Assistance Unit would like to create four Lead Workers within the unit to help with workflow efficiencies and create advancement opportunities for current staff. By using a vacant position to fund the four lead workers, this will create a savings on the county budget of just over \$37,712.24.

COUNTY ATTORNEY REVIEW: N/A

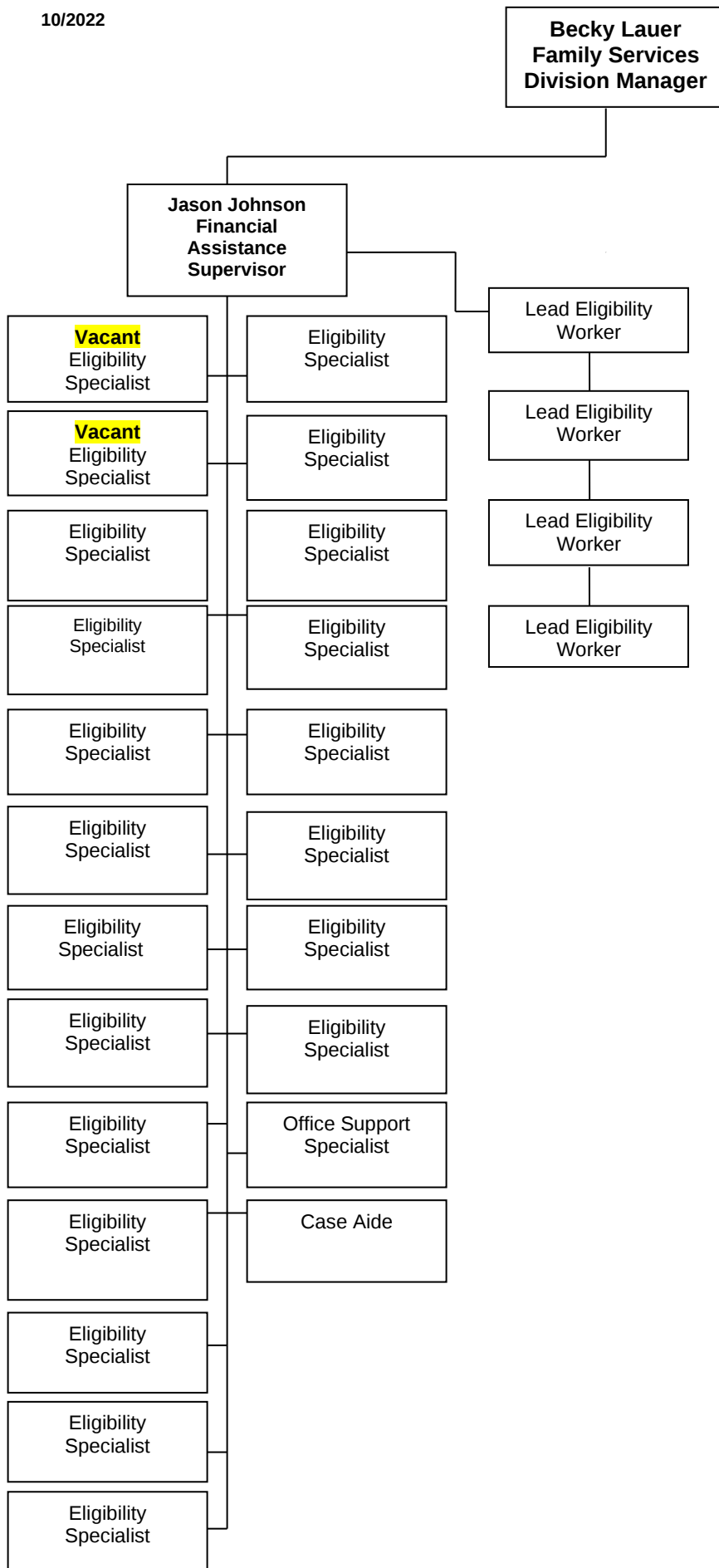
SUPPORTING DOCUMENTATION:

1. FAU Unit

11/01/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/10/2022 2:30 PM
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10/2022





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2627

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Eric Villeneuve, Connie Ross

AGENDA ITEM:

North Homes 2023 Budget Request

BOARD ACTION REQUESTED:

Board Consideration of a 2023 Budget Request for North Homes

BACKGROUND:

North Homes did not have their 2023 Budget Request submitted for Board Consideration during the budget meetings. ICHHS has met with North Homes to determine the 2023 Budget Impact of their request. The estimated cost increase for 2023 would be \$50,114. If a budget increase is approved, a potential funding source would be ARPA Funds for the 2023 increase in cost.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/01/2022

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 11/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2628

DEPARTMENT: Veteran Services

TIME REQUESTED: 5 Minutes

PRESENTER: Luke St Germain

AGENDA ITEM:

Veterans Day and Operation Green Light Information

BOARD ACTION REQUESTED:

Receive information regarding Veterans Day events throughout Itasca County, as well as Operation Green Light.

BACKGROUND:

Itasca County will be illuminating county buildings green as part of "Operation Green Light", a new initiative to show support for veterans leading into Veterans Day. The simple action of changing a light to green is intended to spark a national conversation and to "greenlight" them forward as valued members of our communities. Businesses and residents are encouraged to participate by shining a green light to let our veterans know that they are seen, appreciated, and supported!

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County Veterans Day Events 2022
2. Veterans Day 2022 RBC Flyer

RESULT:

INFORMATIONAL - NO ACTION TAKEN



VETERANS DAY 2022 EVENTS

Itasca County Community Ceremony

Friday, November 11 @ 11:00am

Location: Rapids Brewing

guest speaker: Captain Joshua Sonnenburg, Commander, D-Troop, 1-94 Cavalry

free lunch to follow for first 200 guests with special music by Jed & Air LaPlant

sponsored by: Grand Rapids Yellow Ribbon Citizens Committee

Grand Rapids Area Combined Color Guard

Monday, November 11

Will be visiting the following
locations for a brief presentation

- ◆ 9:30 AM The Emeralds Nursing Home
- ◆ 10:00 AM Grand Village Nursing Home
- ◆ 10:30 AM Brookstone Manor

**Pine Tree Villa
Big Fork
Friday, Nov. 11
12:00 pm**

**Effie American
Legion Auxiliary:
Dinner for local
veterans
Nov 11th @ 4:30 pm
Effie Community
Center**

Area School Programs

- ◆ Fri, Nov. 11 @ 2:00pm Deer River HS (Gym)
- ◆ Fri, Nov 11 @ 9:00am Greenway High School. Guest Speaker Luke St. Germain
- ◆ Fri., Nov. 11 @ 10:00am Nashwauk High School
- ◆ Fri., Nov. 11 @ 10:00am Hill City High School. Guest Speaker Johnathan Ryan
- ◆ Fri, Nov. 11 @ 1:30pm Robert J Elkington Middle School Ceremony - *limited seating - live streamed ICTV*

**Deer River Vets Club
Friday, November 11
11:00 am**

The Deer River Vets Club will have a Veterans March from Gielen Tax Service to the Deer River Vets Club. All are welcome to attend. Free Venison Stew after the march, at the club.

The Itasca County Veterans Day



Celebration

Rapids Brewing Co.
November 11 @ 1100

214 N Pokegama Ave
Grand Rapids, MN

Ceremony starting at
1100 with
special guest speaker
Captain Joshua Sonnenburg
Commander D-Troop 1-94 Cavalry
followed by:

Live Music with special appearance from
Jed & Ari LaPlant

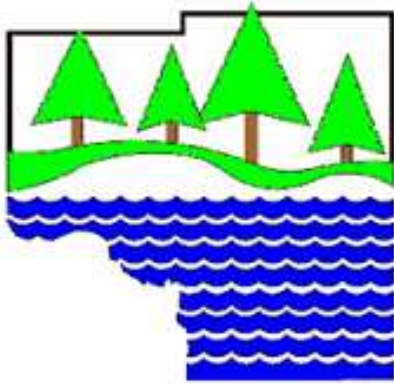
Food for 1st 200 people
and the official release of the
limited time veteran brew
"Ballistic Solution"

Hosted by
Rapids
Brewing Co.



Sponsored by:
Grand Rapids





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2624

DEPARTMENT: Transportation

PRESENTER: Karin Grandia

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Title VI Plan for MnDOT FHWA Subrecipient

BOARD ACTION REQUESTED:

Adopt the Title VI Plan and authorize the County Engineer to sign the Title VI assurances.

BACKGROUND:

The Transportation Department receives federal aid from the Federal Highway Administration for some of our construction projects. Agencies receiving federal aid are referred to as "subrecipients" and must comply with regulatory requirements enacted to ensure compliance with Title VI of the Civil Rights Act of 1964 (see [42 U.S.C. 2000d \(PDF\)](#)) and related legal authorities.

MnDOT Civil Rights office is responsible for ensuring that local agencies are compliant with this federal regulation. They developed a template for use to assist local agencies with developing a Title VI plan.

The plan explains how Itasca County Transportation Department incorporates the requirements of Title VI and related legal authorities into its operations. The plan will be used as a reference for the Itasca County Transportation Department and an informational resource for the public. The plan will be updated approximately every five years to reflect changes in Title VI compliance operations.

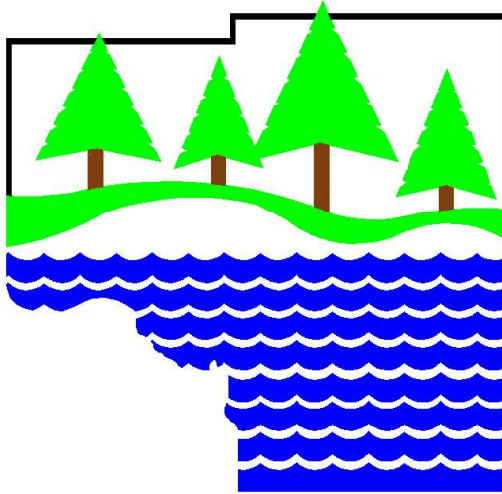
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County Title VI Plan

11/01/2022

RESULT:	PULLED FROM AGENDA
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Itasca County Transportation Department

Title VI Plan for MnDOT FHWA Subrecipient

November 10, 2022

Prepared by: Karin Grandia, Itasca County Engineer

Title VI Plan Revision Log

Date Month/day/year	Section Revised	Summary of Revisions
November 10, 2022	Plan established and approved	

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I. Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance. Several other federal legal authorities supplement Title VI by extending protections based on age, sex, disability, limited English proficiency, and low-income status. In addition, the Civil Rights Restoration Act of 1987 clarified Title VI enforcement by mandating that Title VI requirements apply to *all* programs and activities of federal-aid recipients regardless of whether any particular program or activity involves federal funds. Taken together, these laws require recipients and subrecipients of federal funds to ensure all programs and services are delivered to the public without discrimination.

Itasca County Transportation Department, as a recipient of federal financial assistance, will ensure full compliance with Title VI of the Civil Rights Act of 1964; 49 C.F.R. Part 21 (Department of Transportation Regulations for the Implementation of Title VI of the Civil Rights Act of 1964); 49 C.F.R. Part 21; and related statutes and regulations. Itasca County Transportation Department acknowledges it is subject to and will comply with Federal Highway Administration Title VI Assurances.

This plan explains the how Itasca County Transportation Department incorporates the requirements of Title VI and related legal authorities into its operations. The plan will be used as a reference for the Itasca County Transportation Department and an informational resource for the public. The plan will be updated approximately every five years to reflect changes in Title VI compliance operations.

II. Legal Authorities

Itasca County Transportation Department Title VI compliance program is governed by many legal authorities, including, but not limited to, the list below.

Legal Authority	Summary
<u>Title VI of the Civil Rights Act of 1964</u> , 42 U.S.C. § 2000d <i>et seq.</i>	Prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
<u>Federal-Aid Highway Act of 1973</u> , 23 U.S.C. § 324.	Prohibits discrimination on the basis of sex in programs and activities receiving federal financial assistance.
<u>Age Discrimination Act of 1975</u> , 42 U.S.C. § 6101 <i>et seq.</i>	Prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
<u>Section 504 of the Rehabilitation Act of 1973</u> , 29 U.S.C. § 794.	Prohibits discrimination on the basis of disability in programs and activities receiving federal financial assistance.
<u>Uniform Relocation Act of 1970</u> , 42 U.S.C. § 4601 <i>et seq.</i>	Requires fair treatment of persons displaced by federal-aid programs and projects.
<u>Environmental Justice Executive Order (Exec. Order No. 12898, 59 Fed. Reg. 7629 (Feb. 11, 1994).)</u>	Requires federal agencies and federal-aid recipients to identify and address “disproportionately high and adverse human health or environmental effects of its programs, policies and activities on minority populations and low-income populations.”
<u>Limited English Proficiency Executive Order (Exec. Order No. 13166, 65 Fed. Reg. 50121 (Aug. 11, 2000).)</u>	Recipients of federal financial assistance must provide meaningful access to limited English proficiency (LEP) applicants and beneficiaries.
<u>49 C.F.R. Part 21</u>	Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
<u>23 C.F.R. Part 200</u>	Title VI Program and Related Statutes - Implementation and Review Procedures.

III. Title VI and Non-Discrimination Policy Statement

It is the policy of the Itasca County Transportation Department that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the Itasca County Transportation Department as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

In addition, Executive Order No. 12898, 59 Fed. Reg. 7629 (Feb. 11, 1994) requires the Itasca County Transportation Department to ensure fair treatment and meaningful involvement of low income populations in all programs and activities, and Executive Order No. 13166, 65 Fed. Reg. 50121 (Aug. 11, 2000) requires agency programs to incorporate access for people with limited English proficiency.

This policy applies to all operations of the Itasca County Transportation Department, including its contractors and anyone who acts on behalf of the Itasca County Transportation Department. This policy also applies to the operations of any department or agency to which the Itasca County Transportation Department extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

The Minnesota Human Rights Act prohibits discrimination in the provision of public services on the basis of race, color, creed, religion, national origin, sex, marital status, disability, gender identity, sexual orientation, and status with regard to public assistance. Public services are defined to include any department or agency managed by any city or county in Minnesota.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; and Discrimination in any activities related to highway and infrastructure or facility built or repaired.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.* and related statutes, and the requirements of 23 C.F.R. Part 200 and 49 C.F.R. Part 21.

Karin Grandia
Itasca County Engineer

Date

IV. Title VI Assurances

The U.S. DOT requires that federal financial assistance be provided on the condition that the recipient provides an assurance that its programs and activities will be conducted in compliance with Title VI of the Civil Rights Act of 1964. The requirement is located at 49 CFR 21.7(a). To support the implementation of this requirement, the U.S. DOT provided an assurances agreement in U.S. DOT Order 1050.2A that federal fund recipients and subrecipients must sign as a condition of receiving federal financial assistance.

The assurances agreement provides specific non-discrimination language the Itasca County Transportation Department is required to include in bid solicitations or requests for proposal, contracts, and real estate agreements. The Itasca County Transportation Department is committed to ensuring the necessary language is used as prescribed in the assurance's agreement.

In accordance with this requirement, the Itasca County Transportation Department has signed the U.S. DOT Standard Title VI/Non-Discrimination Assurances. The document is attached as **Appendix A.**

V. Organization, Staffing, and Structure

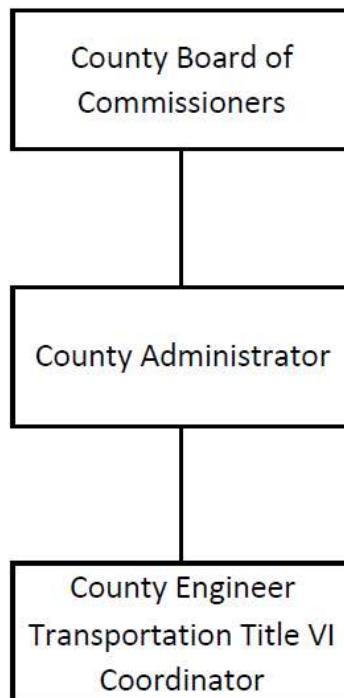
The Itasca County Administrator is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 C.F.R. Part 200 and 49 C.F.R. Part 21.

Itasca County has assigned the Itasca County Engineer, to perform the duties of the Title VI Coordinator and ensure implementation of the agency's Title VI program. The position of Itasca County Engineer is located within Transportation Department.

The Title VI Coordinator is responsible for:

- Maintaining and updating the Title VI plan on the agency's behalf;
- Ensuring relevant agency staff receive necessary Title VI training;
- Ensuring prompt processing of Title VI complaints and referral to Minnesota Department of Transportation;
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas; and
- Developing Title VI information for dissemination internally and externally;

Title VI Organizational Chart



VI. Training

The Itasca County Transportation Department will ensure that its staff understand Title VI of the Civil Rights Act of 1964 and how it may apply to their work. The following options are available for providing training:

- Review of the Itasca County Transportation Department Title VI Plan
- Attendance at any available Title VI trainings provided by the Minnesota Department of Transportation, U.S. Department of Transportation or its applicable operating administrations, or the U.S. Department of Justice.
- Viewing the video [Understanding and Abiding by Title VI of the Civil Rights Act of 1964](#) produced by the U.S. Department of Justice

The Itasca County Transportation Department will maintain records indicating that staff have received sufficient training on a periodic basis.

VII. Primary Program Area Descriptions & Review Procedures

The Itasca County Transportation Department engages in the following program areas:

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
Right of way	Issues public right of way permits for utilities, driveways and other activities. Acquires right of way for public purposes. Coordinates relocation of residents as necessary in right of way acquisitions.	Public right of way permits, and relocations should not create unfair burdens for environmental justice communities. Ensuring property owners impacted By right of way activities are made aware of their right to be free from discrimination on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964. Provide language access as needed.	Reviewing permits and relocations to ensure nondiscrimination. Ensure Title VI notice is consistently provided to property owners impacted by right of way activities. Document language access requests.
Planning	Planning of County Road and Bridge construction projects related to reconstruction and new construction (versus preservation projects).	County Road and Bridge construction activities should provide for public participation in project development and not create unfair burdens for environmental justice communities. Collect data from public engagement activities regarding demographics of public participants. Provide language access as needed.	Review project development disclosure through an equity lens to ensure non-discrimination. Review public participation activities periodically to determine whether engagement opportunities were offered to all communities. Document language access request.

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
Maintenance	Plan, coordinate, and accomplish maintenance activities on road system, including but not limited to: • Grading • Signing • Snow and Ice Removal • Repair • Drainage	Ensuring no communities are subject to a disparate lack of maintenance services based on a protected class.	Reviewing resources provided to the community and determining whether any protected classes have disproportionately benefited or been harmed by the delivery of maintenance services.
Construction and Maintenance Contracts	Construction and maintenance contracts as developed for road system.	Maintaining an open and fair bidding process for all contracts. Ensure Title VI assurances appendices are included in contracts as specified within the assurances document.	Reviewing contracts for necessary Title VI language. Reviewing bidding procedures, advertisement, and contract language to ensure non-discrimination and equal opportunity.

VIII. Data Collection

The primary source of data collection for Itasca County Transportation Department will be the use of U.S. Census data under State of Minnesota Demographer data and estimates on populations potentially impacted by Itasca County Transportation Department projects.

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting the Data)
Right of Way	Itasca County will use the U.S. Census and other credible sources to determine populations potentially impacted by right of way activities.	Ensuring right of way activities do not disproportionately affect individuals or groups based on a protected class status.
Planning	Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community.	Ensuring project impacts do not disproportionately impact any individuals or groups based on a protected class status.
Maintenance	Reviewing maintenance activities by geography and demographic makeup of communities receiving the maintenance services	Ensuring no communities are subject to a disparate lack of maintenance services based on a protected class.
Construction and Maintenance Contracts	Identifying contractors who are a: • Disadvantaged Business Enterprise (DBE) by the Minnesota Unified Certification Program • Targeted Group Business (TGB) by the Minnesota Department of Administration • Veteran-Owned/Service-Disabled Business by the United States Department of Veterans Affairs	Ensuring equal opportunity in contracting to all individuals and groups.

IX. Title VI Complaint Procedures

Scope of Title VI Complaints

No person or groups of persons shall, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the Itasca County Transportation Department, and its contractors on the grounds of **race, color, national origin, sex, age, disability, low-income status, creed, religion, marital status, sexual orientation, gender identity, or status with regard to public assistance.**

The scope of Title VI covers all internal and external activities of the Itasca County Transportation Department.

The following types of actions are prohibited under Title VI protections (See [49 C.F.R. 21.5](#)):

- Excluding individuals or groups from participation in programs or activities
- Denying program services or benefits to individuals or groups
- Providing a different service or benefit or providing them in a manner different from what is provided to others
- Denying an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program
- Retaliation for making a complaint or otherwise participating in any manner in an investigation or proceeding related to Title VI of the Civil Rights Act of 1964

The complaint procedure below is available from the Minnesota Department of Transportation (MnDOT) in [Spanish](#), [Somali](#), and [Hmong](#).

How to File a Formal Title VI Complaint

Any person(s) or organization(s) believing they have been discriminated against on the basis of the protected classes state above by Itasca County Transportation Department or its contractors may file a Title VI complaint.

Discrimination complaints **must be received no more than 180 days after the alleged incident** unless the time for filing is extended by the processing agency.

Complaints should be in writing and signed and may be filed by mail, fax, in person, or e-mail. A complaint should contain the following information:

- A written explanation of the alleged discriminatory actions;
- The complainant's contact information, including, if available: full name, postal address, phone number, and email address;
- The basis of the complaint (e.g., race, color, national origin, etc.);

- The names of specific persons and respondents (e.g., agencies/organizations) alleged to have discriminated;
- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity that receives Federal financial assistance; and
- The date(s) of the alleged discriminatory act(s) and whether the alleged discrimination is on-going.

Complainants are encouraged to submit complaints directly to Minnesota Department of Transportation (MnDOT) via its online complaint form available here:

<https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint-form.html>.

Complaints can also be filed by completing and submitting Itasca County Transportation Department's Title VI Complaint Form available at Appendix B or by sending an email or letter with the necessary information to:

Itasca County Transportation Department
 Attn: County Engineer
 123 NE 4th Street
 Grand Rapids, MN 55744
Phone: 218-327-2853
Email: Karin.grandia@co.itasca.mn.us

The complaint form is also available in hard copy at the Itasca County Transportation Department located at 123 NE 4th Street, Grand Rapids, MN 55744. Language assistance is available for limited English proficient individuals. MnDOT has hard copy complaint forms available in [Spanish](#), [Somali](#), and [Hmong](#). Other languages can be accommodated as needed.

If necessary, the complainant may the phone number above and provide the allegations by telephone. The Title VI Coordinator will transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature.

Complaints can also be filed directly with the following agencies:

Federal Highway Administration
 U.S. Department of Transportation Office of Civil Rights
 1200 New Jersey Avenue, SE
 8th Floor E81-105
 Washington, DC 20590
Email: CivilRights.FHWA@dot.gov
Fax: 202-366-1599
Phone: 202-366-0693

Minnesota Department of Transportation
Office of Civil Rights
385 John Ireland Boulevard, Mail Stop 170
St. Paul, MN 55105
Online: [Complaint Form](#)
Fax: 651-366-3129
Phone: 651-366-3073

After submitting a complaint, the complainant will receive a correspondence informing them of the status of the complaint within ten (10) business days of the Itasca County Transportation Department or other agency receiving the complaint.

Complaints received by the Itasca County Transportation Department's Title VI Coordinator are forwarded to the MnDOT Office of Civil Rights (OCR). MnDOT OCR will forward the complaint to the FHWA Minnesota Division Office, along with a preliminary processing recommendation. The FHWA Minnesota Division Office will forward the complaint to FHWA Headquarters Office of Civil Rights (HCR).

FHWA HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints. There are four potential outcomes for processing complaints:

- **Accept:** if a complaint is timely filed, contains sufficient information to support a claim under Title VI, and concerns matters under the FHWA's jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Minnesota Division Office a written notice that it has accepted the complaint for investigation.
- **Preliminary review:** if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.
- **Procedural Dismissal:** if a complaint is not timely filed, is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Minnesota Division Office a written notice that it is dismissing the complaint.
- **Referral\Dismissal:** if the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

Complaints are not investigated by the Itasca County Transportation Department. FHWA HCR is responsible for investigating all complaints. FHWA HCR may also delegate the investigation to MnDOT OCR, who would then conduct all data requests, interviews, and analysis and create a Report of Investigation (ROI). MnDOT OCR will have sixty (60) business days from the date the investigation is delegated to prepare the ROI and send it to HCR. HCR will review the ROI and compose a Letter of Finding based on the ROI.

For further information about the FHWA investigation process and potential complaint outcomes, please visit the [Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964](#).

X. Environmental Justice

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires federal agencies to make achieving environmental justice a part of its mission by identifying and addressing disproportionately high and adverse human health and environmental effects of their programs, policies, and activities on minority and low-income populations. The requirements are to be carried out to the greatest extent practicable and permitted by law.

In May 2012, USDOT issued an update to DOT Order 5610.2(a), DOT Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which was originally published in April 1997. The revised Order continues to be a key component of DOT's environmental justice strategy. It updates and clarifies certain aspects of the original Order while maintaining its general framework and procedures and DOT's commitment to promote the principles of environmental justice in all DOT programs, policies, and activities.

Similarly, the Itasca County Transportation Department will institutionalize the same key components of DOT's environmental justice strategy and commitment to promote the principles of environmental justice in all of Itasca County Transportation Department's programs, policies, and activities. These policies outline actions and factors to address environmental justice in order to identify and avoid discrimination and disproportionality high and adverse effects on minority and low-income populations:

1. Identify and evaluate environmental, public health, and interrelated social and economic effects of Itasca County Transportation Department's programs, policies, and activities;
2. Propose measures to avoid, minimize, and/or mitigate disproportionately high and adverse environmental and public health effects and interrelated social and economic effects, and provide offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by Itasca County Transportation Department's programs, policies, and activities, where permitted by law and consistent with Executive Order 12898;
3. Consider alternatives to proposed programs, policies, and activities where such alternatives would result in avoiding and/or minimizing disproportionately high and adverse human health or environmental impacts, consistent with Executive Order 12898; and
4. Elicit public involvement opportunities and consider the results thereof, including soliciting input from affected minority populations and low-income populations in considering alternatives.

The Itasca County Transportation Department supports environmental justice through every stage of the planning, construction and maintenance processes, consistent with the factors outlined above. This ensures the Itasca County Transportation Department gains input from the

community that will help shape how the Itasca County Transportation Department builds and maintains roads, bridges, and sidewalks.

Some ways in which the Itasca County Transportation Department accomplishes this include:

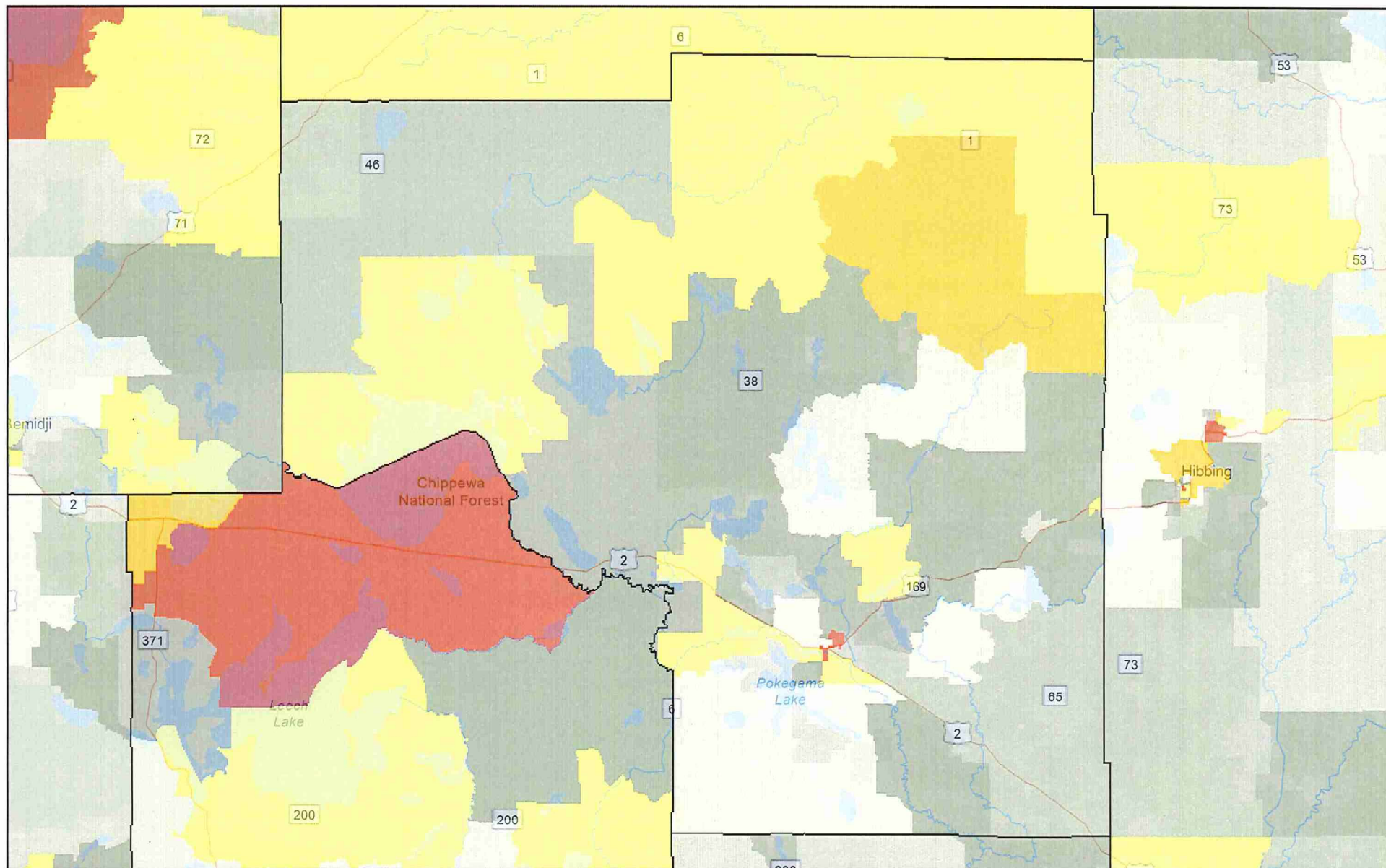
- Ensuring the full and fair participation by all potentially affected communities in the transportation decision-making process;
- Avoiding, minimizing or mitigating disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- Providing timely information to area residents and businesses affected by transportation plans and projects;
- Performing periodic reviews of public involvement process to gauge effectiveness, making revisions as necessary; and
- Preventing the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

XI. Public Participation

Itasca County Transportation Department's public engagement is generally limited to soliciting input for future construction projects and providing information on current projects. Outreach is conducted through local newspapers, county website, County Board of Commissioner's meetings, public hearings and direct mailings to landowners. All public meetings and engagement opportunities are open to the public to participate, and all input received is taken into consideration. Surveys collecting the race, color, national origin, low-income status, disability, age, and sex of participants of Itasca County Transportation Department programs and activities will be collected when practical.

Itasca County has identified the following underserved communities of people of color and low-income populations using demographic data, as of October 17, 2022, from EJScreen.

Itasca County - Low Income Populations



10/26/2022

Counties

Low Income
(State Percentiles)

Less than 50 percentile

50 - 60 percentile

60 - 70 percentile

70 - 80 percentile

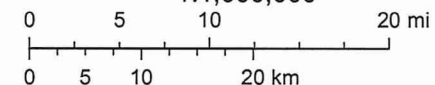
80 - 90 percentile

90 - 95 percentile

95 - 100 percentile

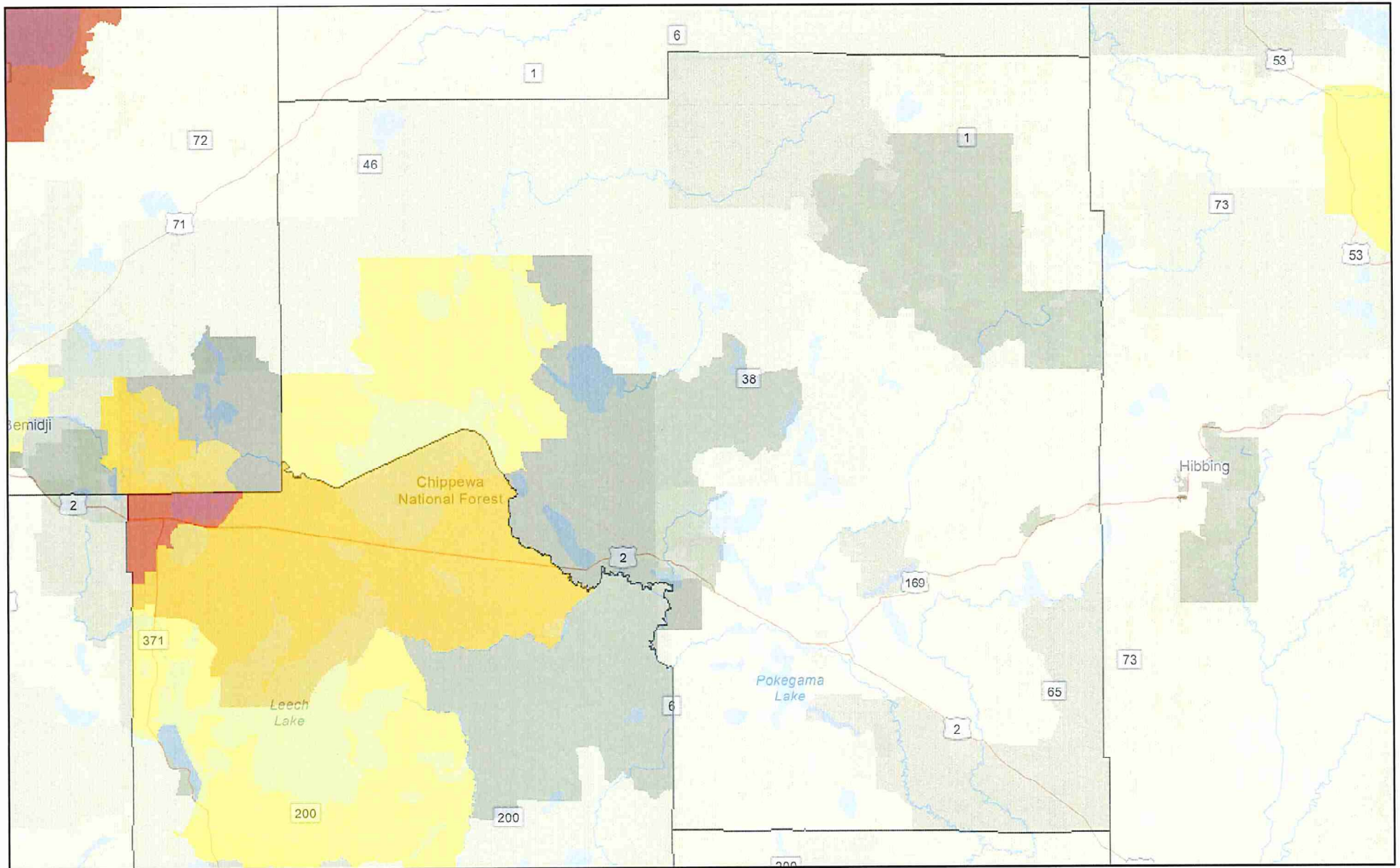
Data not available

1:1,000,000



Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, EPA
OEI

Itasca County - People of Color



10/26/2022

People of Color
(State Percentiles)

Less than 50 percentile

50 - 60 percentile

60 - 70 percentile

70 - 80 percentile

80 - 90 percentile

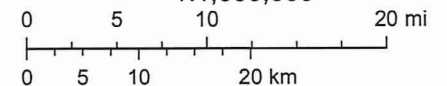
90 - 95 percentile

95 - 100 percentile

Data not available

Counties

1:1,000,000



Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, EPA
OEI

XII. Limited English Proficiency (LEP) & Language Access

Legal Background

[Executive Order 13166](#), “Improving Access to Services for Persons with Limited English Proficiency,” reprinted at 65 FR 50121, August 16, 2000, directs each Federal agency to examine the services it provides and to develop and implement a system by which LEP individuals can meaningfully access those services. Federal agencies were instructed to publish guidance to assist states and local governments who receive federal funds with their obligations to LEP individuals under Title VI. The Executive Order states that federal fund recipients, like the Itasca County Transportation Department, must take reasonable steps to ensure meaningful access to their programs and activities for LEP individuals.

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall “on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Courts have interpreted Title VI’s prohibition of discrimination on the basis of national origin to include discrimination based on English proficiency. Under Title VI, recipients of federal financial assistance are required to provide LEP individuals with meaningful access to their programs and services.

The U.S. Department of Transportation (DOT) published [revised guidance](#) for its recipients on December 14, 2005. This document states that Title VI and its implementing regulations require that U.S. DOT recipients take reasonable steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for LEP individuals. Recipients use the DOT LEP Guidance to determine how best to comply with statutory and regulatory LEP obligations.

Identifying Limited English Proficient Populations (Four-Factor Analysis)

Title VI and its regulations require the Itasca County Transportation Department to take reasonable steps to ensure meaningful access to its information and services. What constitutes reasonable steps to ensure meaningful access is flexible, fact-dependent, and contingent on a four-factor analysis established by the U.S. Department of Justice. The four-factor analysis is an individualized assessment that should be applied to determine what reasonable steps must be taken to ensure meaningful access for LEP individuals. **The analysis below is updated at least once every five years.**

FACTOR #1: THE NUMBER OR PROPORTION OF LEP INDIVIDUALS ELIGIBLE TO BE SERVED OR LIKELY TO BE ENCOUNTERED

The greater the number or proportion of LEP individuals from a particular language group served or encountered in the eligible service population, the more likely language assistance services are necessary. Ordinarily, “individuals eligible to be served or likely to be encountered” by a program or activity are those who are in fact, served or encountered in the eligible service

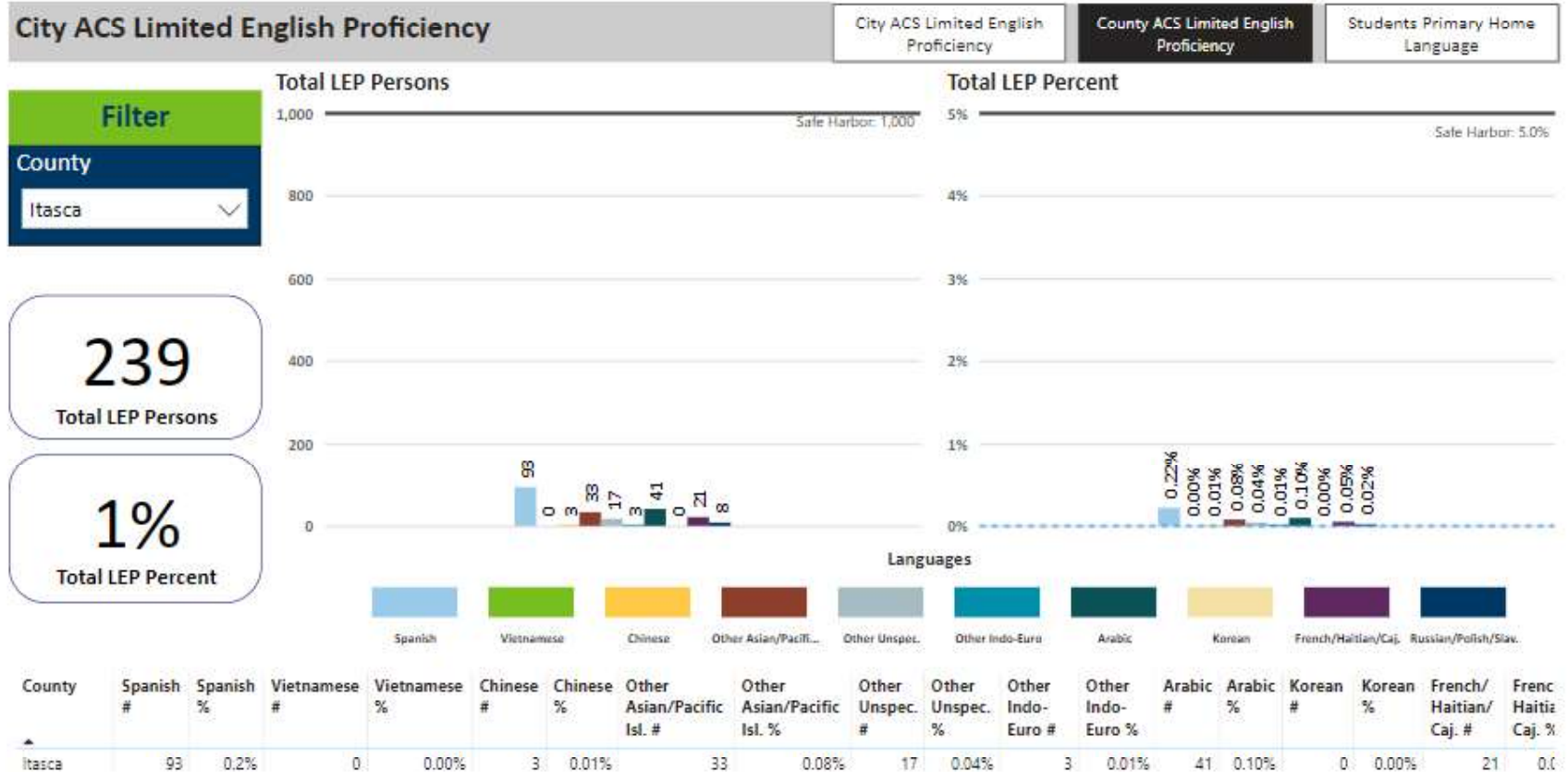
population. This population will be program-specific and includes people who are in the program's geographic area.

The Itasca County Transportation Department should first examine their prior experiences with LEP individuals and determine the breadth and scope of language assistance services needed. It is also important to include LEP populations that are eligible beneficiaries of programs, activities, or services but may be underserved because of existing language barriers.

Generally, the Itasca County Transportation Department will use reliable external data sources to determine the number or proportion of LEP individuals likely to be served or encountered.

The Itasca County Transportation Department relies on [MnDOT's LEP Data Tool](#) to provide the necessary data. **In the most recent analysis conducted in October of 2022, the findings on the next two pages were documented.**

Limited English Proficiency Data Tool



Limited English Proficiency Data Tool

Students Primary Home Language

City ACS Limited English Proficiency

County ACS Limited English Proficiency

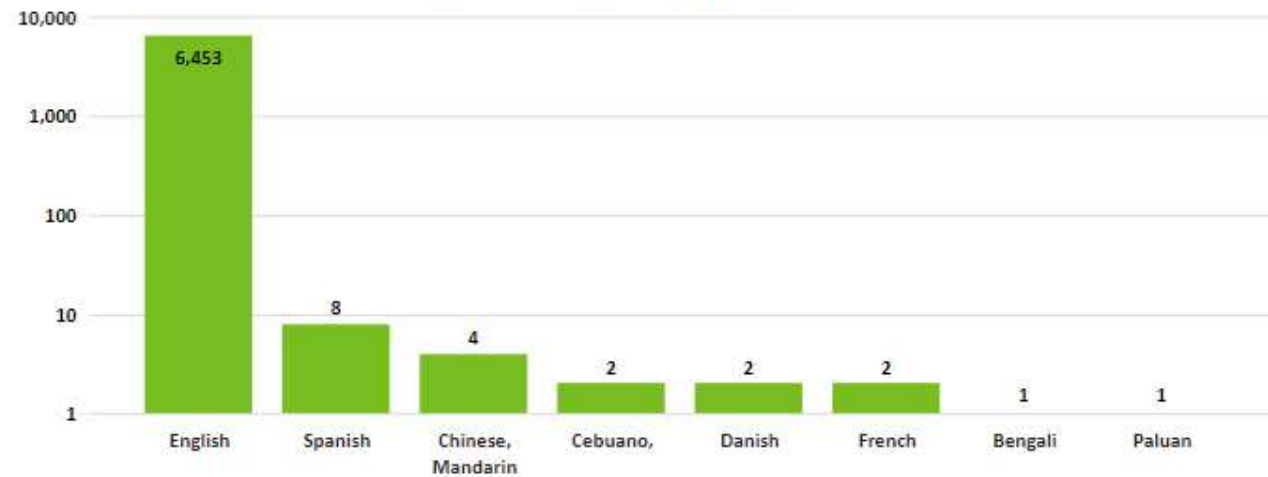
Students Primary Home Language

Filter

County & School District

- ☐ Goodhue
- ☐ Grant
- ☐ Hennepin
- ☐ Houston
- ☐ Hubbard
- ☐ Isanti
- ☒ Itasca
- ☐ Jackson
- ☐ Kanabec

Top 10 - Enrollments by Language



Safe Harbor Provision (Written Documents)

U.S. DOT LEP Guidance provides a “safe harbor” to help ensure greater clarity regarding whether the Itasca County Transportation Department is meeting its obligation to provide written translations. These safe harbor provisions only apply to the translation of written documents and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language assistance services are needed and reasonable.

The following actions are considered strong evidence of compliance with the Department’s written-translation obligations:

- (a) Providing written translations of vital documents for **each eligible LEP language group that constitutes 5% or 1,000 people** of the population of individuals eligible to be served or likely to be affected or encountered. Translation of non-vital documents, if needed, can be provided orally; or
- (b) If there are fewer than 50 individuals in a language group that reaches the 5% trigger in (a), the vital written materials are not translated, but written notice of the right to receive free, competent oral interpretation of those vital written materials in the primary language of the LEP language group of is provided.

The above findings from the graphs on the preceding pages did not indicate any LEP language groups meet the safe harbor threshold. Therefore, the Itasca County Transportation Department will not proactively translate written documents at this time. However, efforts will be made to reasonably accommodate any language access requests that arise.

FACTOR #2: THE FREQUENCY WITH WHICH LEP INDIVIDUALS COME IN CONTACT WITH THE PROGRAM, ACTIVITY, OR SERVICE

The Itasca County Transportation Department should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance. If LEP individuals access a program or service on a regular, consistent basis, then that program or service provider has greater language access duties than a program or service whose contact with LEP individuals is unpredictable or infrequent.

However, even if there are infrequent or unpredictable interactions with LEP individuals, the Itasca County Transportation Department must be prepared to provide language assistance services to LEP individuals.

In applying this factor, the Itasca County Transportation Department should also consider whether outreach to LEP individuals could increase the frequency of contact with LEP language

groups and remain mindful of the data analysis conducted under Factor #1 to identify the proportion of LEP population present in the service area.

LEP persons may interact in several ways with the Itasca County Transportation Department, including but not limited to:

- Public meetings
- Community events
- Project-specific meetings, events, and discussions
- Online engagement
- Walk-in requests for information
- Phone communications
- Customer service interactions
- Surveys for information
- Requests for permits, licenses, or materials
- Real estate transactions (i.e., right of way)

In its most recent review conducted in October of 2022, the Itasca County Transportation Department noted it has not had interactions with the following LEP language groups in the past 3 years.

The Itasca County Transportation Department will assess, as accurately as possible over the next 5-year period, the frequency with which LEP persons from different language groups come into contact with Itasca County Transportation Department programs and activities.

FACTOR #3: THE NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY, OR SERVICE TO PEOPLE'S LIVES

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the greater the need for language assistance services. The Itasca County Transportation Department must determine whether denial or delay of access to services or information could have serious implications for the LEP individual. Generally, programs providing information and services related to accessing benefits, opportunities, or rights are considered high importance.

Itasca County Transportation Department does not generally provide services that involve immediate or emergency assistance such as medical treatment or any programs that involve basic needs, such as food or shelter. Interactions with the public, such as right of way acquisition, notices, public hearings and permitting programs, all allow time in the process for a LEP individual to access these services without serious implications.

Vital Documents

As part of its analysis, a district, office, or program may determine that necessary language assistance measures include the translation of vital documents into the language of each LEP group that is frequently encountered, eligible to be served, or likely to be affected. Vital documents are paper or electronic written material containing information that is (1) critical for accessing programs, services, benefits, or activities, (2) directly and substantially related to public safety, or (3) required by law. Whether a document (or the information it solicits) is “vital” may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is neither accurate nor timely.

Examples of vital documents in the U.S. DOT LEP Guidance include:

- Emergency transportation information
- Notices of public hearings regarding proposed transportation plans or projects
- Notices advising LEP individuals of free language assistance
- Applications or instructions on how to participate in a program or activity or receive benefits or services
- Consent forms

Sometimes a large document may include both vital and non-vital information. For these documents, vital information may include providing notice in the necessary non-English languages explaining where an LEP individual can obtain an interpretation or translation of the document.

Because no languages were identified as meeting the safe harbor threshold for translating vital written materials, the Itasca County Transportation Department is not at this time providing a list of documents considered vital. Should future analysis indicate an LEP group meeting the safe harbor threshold, the Itasca County Transportation Department will evaluate its vital documents and provide translations in accordance with the analysis and federal guidance.

FACTOR #4: THE RESOURCES AVAILABLE TO THE ITASCA COUNTY TRANSPORTATION DEPARTMENT AND THE COST OF LANGUAGE ASSISTANCE

The resources available to the Itasca County Transportation Department and the costs of providing language assistance services may impact the steps taken to provide meaningful access to LEP individuals. Additionally, reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. The Itasca County Transportation Department will determine on a case-by-case basis whether language assistance costs outweigh the benefits.

The four-factor analysis necessarily implicates a spectrum of language assistance measures. For instance, written translations can range from translation of an entire document to translation

of a short description of the document, and interpretation services may range from using telephone-based interpretation services to providing in-person interpretation at a public event. Language assistance measures should be based on what is necessary and reasonable after considering the four-factor analysis. The Itasca County Transportation Department will proactively identify how to provide language assistance services efficiently and cost-effectively while ensuring meaningful access to LEP individuals.

Language Services

There are two types of language services:

- *Translation* is the replacement of a word, phrase, or text in one language (source language) with an equivalent-meaning word, phrase, or text in another language (target language). This is written language assistance.
- *Interpretation* is the act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning. This is oral language assistance.

Currently, the Itasca County Transportation Department has the following language services available:

- Google Translate <https://translate.google.com>
- Language Line: Provides telephone-based, on-demand access to language interpreters 24 hours a day, 7 days a week, year-round. The service assists staff in communicating effectively with LEP individuals.

XIII. Notice of Rights

Your Rights Against Discrimination under Title VI of the Civil Rights Act of 1964

The Itasca County Transportation Department is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, sex, age, disability, limited English proficiency or low-income status in any and all programs, activities, or services administered by the department in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination legal authorities.

In addition, the Minnesota Human Rights Act prohibits discrimination in the provision of public services on the basis of race, color, creed, religion, national origin, sex, marital status, disability, gender identity, sexual orientation, and status with regard to public assistance.

If you believe you have been aggrieved by an unlawful discriminatory practice, or wish to request more information about the department's obligations under Title VI, please contact us at the following address and telephone number:

County Engineer
Itasca County Transportation Department
123 NE 4th Street
Grand Rapids, MN 55744

A Title VI complaint may also be submitted to MnDOT online at <https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint-form.html> or using the contact information:

Minnesota Department of Transportation
Office of Civil Rights
395 John Ireland Blvd, Mail Stop 170
St. Paul, MN 55155
Phone: (651)-366-3073
Fax: (651)-366-3129

Appendix A

Signed Title VI Assurances form

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The _____ Itasca County Transportation Department _____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a

“facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The _____ Itasca County Transportation Department _____, 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 any contract entered into pursuant to this advertisement, 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.”

3. The Recipient will insert the clauses of **Appendix A and E** of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of **Appendix B** of this Assurance, 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 Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, 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.
7. That the Recipient will include the clauses set forth in **Appendix C and Appendix D** of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, 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, project, or program.
8. That this Assurance obligates the Recipient 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 Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority 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

10. The Recipient 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.

By signing this ASSURANCE, Itasca County Transportation Department also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Itasca County Transportation Department

by

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Itasca County Transportation Department will accept title to the lands and maintain the project constructed thereon in accordance with the Regulations for the Administration of **Federal Highway Administration (FHWA)**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Itasca County Transportation Department all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Itasca County Transportation Department and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Itasca County Transportation Department, its successors and assigns.

The Itasca County Transportation Department, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Itasca County Transportation Department will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the _____ Itasca County Transportation Department _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ Itasca County Transportation Department _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ Itasca County Transportation Department _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ Itasca County Transportation Department _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Itasca County Transportation Department pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Itasca County Transportation Department will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Itasca County Transportation Department will there upon revert to and vest in and become the absolute property of Itasca County Transportation Department and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Appendix B

Title VI Complaint Form

MnDOT has fillable PDF complaint forms available at <https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint.html>

Please complete this form to the best of your ability. If you need translation or other assistance, contact the Itasca County Transportation Department at 218-327-2853.

Name _____
Address _____ City _____ Zip _____
Phone: Home _____ Work _____ Mobile _____
Email: _____

Basis of Complaint (circle all that apply):

- ☐ Race
 - ☐ National Origin
 - ☐ Age
 - ☐ Retaliation
 - ☐ Color
 - ☐ Sex
 - ☐ Disability
 - ☐ Low-Income
 - ☐ Creed
 - ☐ Religion
 - ☐ Marital Status
 - ☐ Sexual Orientation
 - ☐ Gender Identity
 - ☐ Public Assistance Status
 - ☐ Other

Who discriminated against you?

Name _____
 Name of Organization _____
 Address _____ City _____ Zip _____
 Telephone _____

How were you discriminated against? (Attach additional pages if more space is needed)

[illegible]

Where did the discrimination occur?

When did the discrimination occur?

Were there any other witnesses to the discrimination?

Name	Organization/Title	Work Telephone	Home Telephone

How would you like to see this situation resolved?

Have you filed your complaint, grievance, or lawsuit with any other agency or court?

Who _____ When _____
Status (pending, resolved, etc.) _____ Result, if known _____
Complaint or case number, if known _____

If you have an attorney in this matter, please provide their contact information:

Name _____ Phone _____
Address _____ City _____ Zip _____

Privacy notice: The Itasca County Transportation Department is asking you to provide information in this complaint form which includes private and/or confidential information under the Minnesota Government Data Practices Act. This private/confidential information is being requested so that all allegations of discrimination can be investigated and addressed properly. You are not legally required to provide this information. However, if you do not provide sufficient information, your complaint may not be able to be adequately investigated. The information you provide will be used by the Itasca County Transportation Department, Minnesota Department of Transportation and Federal Highway Administration employees whose job assignments reasonably require access to the information. The following also have a legal right to access the information: exclusive representative for any MnDOT or the Itasca County Transportation Department employee who becomes the subject of investigation in connection with your complaint; the arbitrator if discipline imposed on any such employee is appealed to arbitration; the MN Attorney General's Office; the MN Legislative Auditor's Office; law enforcement agencies and prosecutorial authorities; persons/entities named pursuant to court order; persons/entities whom you authorize; and any other person or entity authorized by state or federal law.

Signed _____ Date _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2629

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approval of Canisteo Pumping Lease & Water Appropriation Permit

BOARD ACTION REQUESTED:

Approve Canisteo water appropriation permit and pumping lease agreement with the State of Minnesota, and authorize necessary signatures.

BACKGROUND:

Water levels in the Canisteo mine pit have risen to within 13 feet of overflow elevation, and IRRR has funded DNR contingency pumping of the pit until a permanent outlet solution is funded by the legislature. The lease agreement authorizes the State of Minnesota to utilize the pumping site which is located on tax-forfeited trust land. Itasca County, as part of a state and local partnership, is agreeing to hold the water appropriation permit needed for the pumping. Previously discussed conditions and county protections for the permit are included in both the permit and lease language.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. DNR_Itasca County_Pump Lease_10262022__FINAL
2. Water Appropriation Permit 2022-2910_DRAFT
3. Conditions for Canisteo Water Appropriation Permit_08_16_2022
4. MP_2022-2910_DRAFT
5. QAPP_2022-2910_DRAFT
6. Unsafe Ice Plan document

Motion To: Approve the Canisteo Water Appropriation Permit and Pumping Lease Agreement, including the Unsafe Ice Plan with the State of Minnesota, and authorize necessary signatures.

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

SPECIAL USE LEASE
(Tax-forfeited Trust Lands)

This Lease Agreement ("Agreement") is made effective this _____ day of _____, 2022, (the "Effective Date") by and between the State of Minnesota in trust for the taxing districts, acting by and through Itasca County, ("Landlord"); and the State of Minnesota, acting by and through its commissioner of natural resources, ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 1(d), which authorizes the county auditor, as directed by the county board, to lease tax-forfeited trust land at public or private sale, and at the prices and under the terms as the county board may prescribe for temporary uses, provided that no leases shall be for a period to exceed ten years.

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, hereby leases to the Tenant, subject at all times to sale, lease and use for other purposes, the non-exclusive surface right in the following described Premises to wit:

***North 200 feet of the West 250 feet of SE1/4 NW1/4, Section 22, T56N, R24W;
described as 1.15 acres, more or less.***

This Agreement does not lease to Tenant any subsurface mineral rights, personal property, nor any surface overburden, rock, lean ore, tailings, or other material that has been removed from below the surface and deposited on the surface in the process of iron ore, taconite, or other metallic minerals mining, or in the process of beneficiation.

This Agreement does not grant Tenant any prior or prescriptive rights to the Premises, nor is Landlord or the State of Minnesota obligated to issue any lease to Tenant upon any of the Premises for subsurface mineral rights, personal property, surface overburden, rock, lean ore, tailings, or other materials.

Landlord does not warrant its title to the premises nor undertake to defend the Tenant in the peaceable possession or use thereof. No covenant of Quiet enjoyment is made. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minn. Stat., Sec. 3.736) or other applicable law. Landlord's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. This agreement does not assign liability, either financial or dewatering efforts, for water level management of the Canisteo or other Legacy Mine Pits to Itasca County.

3. **Purpose of the Lease.** This Agreement is granted to provide Tenant with a surface lease solely for water pumping activities associated with drawing down water levels in the Canisteo and Buckeye legacy mine pits. Tenant's use of the Premises shall be supported by all permits required by law, and Tenant shall not operate in violation of any such permits.

If the Tenant plans to construct or make any additional improvements or alterations on

the Premises, the Tenant must first review those plans with and receive written approval from the Landlord, any changes, alterations or improvements in or to the Premises shall be at the Tenant's sole expense.

4. Response to Unacceptable Impacts

Tenant shall develop and implement appropriate adaptive management or mitigation strategies to address any unacceptable impacts to public health, public safety, or public interests in lands and waters which are caused by, or could potentially be caused by, any dewatering activities performed by the Tenant at this leased site. If adaptive management or other mitigation strategies are insufficient to remedy the unacceptable impacts, Tenant shall reduce or suspend dewatering.

5. Term. The initial term (the "Term") of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. three (3) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein.

6. Permit Acquisition and Commencement of Operations. If Tenant fails to obtain the required Water Appropriation Permit and any other state or federal permits or approvals necessary for water pumping activities within twelve (12) months from the Effective Date, Landlord may, at its option cancel this Agreement.

7. Incumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, leases, commingling agreements and other incumbrance upon the Premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

8. Maintenance.

The parties agree that this Agreement shall not create any Landlord responsibility for site maintenance, pumping, monitoring and equipment maintenance, or costs associated therewith. Tenant shall maintain the Premises in an orderly fashion and good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary mining practices. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations. All garbage, refuse, etc. shall be removed from the lease area and shall be legally and properly disposed of. Landlord is not responsible to maintaining any facilities or improvements on the Premises as a result of this Agreement.

9. Termination. This Agreement may be terminated at any time within sixty (60) days by advance written and mutual agreement by both Tenant and Landlord.

This Agreement may be terminated at any time by ninety (90) days advance written notice by Tenant provided Tenant is in compliance with all other terms and conditions of this Agreement. Landlord has the right to cancel this Agreement for nonpayment of rent or other violation of the terms and conditions of this Agreement. Tenant shall have 30 days after receipt of written notice specifying such default to cure such default. Termination of this Agreement, including termination prior to its termination date, does not relieve the Tenant from any, liability for payment or other liability incurred under this Agreement or obligation incurred prior to termination.

Tenant shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Landlord in a condition satisfactory to the Landlord.

In addition, Tenant shall remove all of Tenant's personal property, at Tenant's expense, from the Premises within 90 days after the termination date. Any improvements and personal property remaining shall be considered abandoned and shall be disposed of by the Landlord according to law.

If Tenant defaults in compliance with its obligations under this Agreement, Landlord shall have the right, upon Tenant's failure to cure such default within 30 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as maybe available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Landlord's remedies shall expressly include the right to evict Tenant and take possession of the Premises.

10. **Transfers.** This Agreement may not be conveyed, assigned, subleased, mortgaged, pledged, encumbered or otherwise transferred by the Tenant, or its successors in interest, without the written consent of the Landlord. The covenants, terms and conditions of this Agreement shall run with the land and shall extend to and bind all assignees and other successors in interest of the Tenant. Tenant shall not, without the Landlord's prior written consent, permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant. No assignment, agreement or contract relieves the Tenant of any obligation or liability imposed by this Agreement, and all assignees, sublessees and subcontractors are also liable for all obligations or liabilities imposed by this Agreement.

11. **Timber Damages/Timber sale.** No timber shall be cut, used, removed or destroyed by the Tenant without first obtaining written permission from the Landlord. Timber is defined as both mature timber and growing stock. If Landlord permits timber to be cut, used, removed, or destroyed, Tenant shall pay timber damages. Tenant must pay for all timber (both mature timber and growing stock) damaged on the Premises by Tenant prior to incurring the damage, failure to comply will result in timber trespass laws being applied. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values.

12. **Landlord's right to grant other leases, permits, licenses, or easements.** The Landlord reserves the right to grant leases, permits, licenses, or easements to any portion of the surface of the Premises to any person or corporation under authority of Minnesota Statutes, Chapter 282 or other applicable laws, without let or hindrance from the Tenant, but such leases, permits, licenses, or easements shall not materially interfere with the pumping operations or activities carried on thereon. Tenant agrees to cooperate and use best efforts to resolve any potential conflicts that may arise due the granting of other leases, permits, licenses or easements. A grantee of such a lease, permit, license or easement will agree, for the benefit of both parties to this Agreement, to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the lease, permit, license or easement or the grantee's use or occupancy of the premises covered by such lease, permit, license or easement.

13. **Wetlands Construction.** In the event Tenant wishes to create wetlands on the Premises, prior to the creation of any wetlands Tenant will provide its wetlands construction plan to the Landlord for review and approval in writing by the County Land Commissioner. Such plan shall include the acreages and locations of wetlands to be created. Prior to creation of any wetlands on the Premises, a separate agreement ("Wetlands Agreement") between Tenant and the Landlord will be necessary to address outstanding issues involving the state-owned lands and tailings and the created wetlands, such as compensation to the State for state-owned lands and tailings in the wetlands.

In the absence of such an agreement, Tenant shall not have any ownership interest in or entitled to any compensation for wetland creation or utilization in any form as wetlands. Landlord shall be entitled to the use of any created wetlands on the Premises for wetland mitigation as permitted by law.

14. **Access/ Road construction and maintenance.** Landlord shall not, by virtue of this Agreement, be responsible for obtaining legal access to Premises for Tenant or be responsible for the construction or maintenance of any road to Premises.

15. **Public Access/Public Recreation Use.** Tenant may prohibit access to the Premises by the public as needed to carry out activities authorized under this Agreement.

16. **Gating and blocking of roads and trails.** Gating and blocking of roads and trails on the Premises shall not be by cable, chain, wire or similar single strand barrier.

17. **Wildfires.** Tenant shall take all reasonable precautions to prevent and suppress wildfires on Premises.

18. **Noxious Weeds.** Tenant is responsible for prevention and treatment of noxious weeds from entering or spreading on Premises resulting from any activities authorized in this Agreement. Tenant must request and obtain written permission to apply herbicides or pesticides to Premises from Landlord prior to application or treatment.

19. **Sign.** Tenant may, at its own cost and expense, establish one or more signs identifying the Premises or Tenant's interest in the Premises. Such signs shall be maintained in good condition and repair.

20. **Utilities.** Landlord shall have no responsibility, by virtue of this Agreement, to provide Tenant with any utility service to the Premises. Tenant may obtain and procure such utilities at its expense as may be necessary to serve the Premises. In the event a public body or other third party extends utilities to the Premises for the purpose of Tenant's use under this Lease, the cost of such extension and utilities shall be borne by Tenant, subject to available appropriations. Landlord shall have no responsibility for costs associated with a public body or third-party extension of utilities for any purpose unless Landlord consents to those costs in advance writing. Installation of utilities on the Premises will require the prior written consent of the Landlord and is subject to a separate utility license and fee for crossing state in trust-owned property.

21. **Legal Obligations.** Tenant agrees to comply with all state and federal laws, ordinances, orders, regulations and requirements affecting Tenant's use of the Premises. Tenant shall be responsible for obtaining and observing all applicable local zoning and permitting regulations.

22. **Hazardous Materials.** Tenant shall not, in its occupancy or use of the Premises, violate any federal, state, or local law, statute, ordinance, rule, or regulation with respect to hazardous wastes, substances, or materials, as those terms may be defined by law, statute, ordinance, rule, or regulation. No assembly or disassembly of mining-related or ancillary equipment is allowed on the Premises without prior written approval from the Landlord. Any handling of hazardous or petroleum-based products or fluids on the Premises will require a mutually agreed upon spill plan prior to Landlord's authorization allowing the handling of such products or fluids. A request for the day-to-day use of hazardous or petroleum-based products or fluids will not be unreasonably denied provided a mutually agreed upon spill plan exists, and the Tenant complies with all statutes, rules and regulations regarding the use and storage of such material or fluids and restricts their use to identified portions of the Premises.

23. **Liens.** No liens shall be created or filed against the Premises without the written consent of the Landlord. Tenant shall take all steps necessary to prevent the filing of any mechanic's liens or other liens against the Premises. This clause shall not apply to liens existing on the Premises prior to the Effective Date.

24. **Right of Entry.** Landlord, or its agents or contractors, shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

Landlord, or its agents, contractors, permittees or lessees, shall also have the right to enter upon and into said Premises at any time to remove state-owned materials (excluding state-owned fine tailings leased to Tenant), including but not limited to, timber, iron-bearing materials, sand and gravel, overburden, and rock. Such removal shall not unreasonably hinder or interrupt the operations of Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

25. **Construction of Lease.** If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the Landlord and Tenant here is that the remaining parts of this Agreement shall not be affected thereby.

26. **No Waiver.** No delay on the part of the Landlord in enforcing any conditions in this Agreement, including termination or cancellation for violation of the terms of this Agreement, shall operate as a waiver of any of the rights of the Landlord.

27. **Governing Law.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may, upon mutual agreement of the parties, be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

28. **Notification.** Any notice given under this Agreement shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail.

The proper mailing addresses for Landlord and Tenant for the purposes of serving notice are as follows:

Landlord

Itasca County Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

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

Tenant

Minnesota Department of Natural Resources
Division of Lands and Minerals
500 Lafayette Road, Box 45
St. Paul, Minnesota 55155-4045

29. **Miscellaneous.** This Agreement contains the entire agreement of the parties hereto with respect to the use of the premises. This Agreement may be amended in writing only

and delivered by both parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership of joint venture of or between the Landlord and Tenant or create any other relationship between the parties other than that of the Landlord and Tenant.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2022.

Signature of authorized representative

Printed Name

Title or Authority

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ by _____ as _____ of the State of Minnesota, Department of Natural Resources, Division of Lands and Minerals, on behalf of the State.

Notary Seal

Notary

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Jeffrey T Walker, County Auditor

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2022, by
_____, as County Auditor on behalf of Itasca County, a public
body corporate of the State of Minnesota.

Notary Public

(Seal)

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Kory Cease, Land Commissioner

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2022, by
_____, as Land Commissioner on behalf of Itasca County, a public
body corporate of the State of Minnesota.

Notary Public

(Seal)

Drafted by:
Kory Cease, Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

Water Appropriation Permit

DRAFT

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below.

Project Name: Canisteo Pit Contingency Pumping	County: Itasca	Watershed: Mississippi River - Grand Rapids	Resource: Quarry/Mine: Canisteo Pit (31-1325)
Purpose of Permit: Basin (Lake) Level Maintenance		Authorized Action: Withdrawal of up to 3680.0 million gallons of water per year for basin (lake) level maintenance. The average annual pumping rate shall not exceed 7,000 gpm.	
Permittee: ITASCA COUNTY LAND DEPARTMENT CONTACT: CEASE, KORY 1177 LAPRAIRIE AVENUE GRAND RAPIDS, MN 55744 (218) 327-2855		Authorized Agent: N/A	
To Appropriate From: Quarry/Mine: Canisteo Pit (31-1325) : by means of a portable pump at a rate not to exceed 11000 gpm Point(s) of Taking UTM zone 15N, 471478m east, 5241062m north NENW of Section 22, T56N, R24W Discharge Location: X=471524 Y=5241046 wetlands to Holman Lake			
Issued Date: 10/11/2022	Effective Date: 11/01/2022	Expiration Date: Long-Term Appropriation	
Authorized Issuer: Erika Herr	Title: Mine Permitting and Coordination Supervisor	Email Address: erika.herr@state.mn.us	Phone Number: 218-231-8471

This permit is granted **subject to** the following **CONDITIONS**:

LIMITATIONS: (a) Any violation of the terms and provisions of this permit and any appropriation of the waters of the state in excess of that authorized hereon shall constitute a violation of Minnesota Statutes, Chapter 103G. (b) This permit shall not be construed as establishing any priority of appropriation of waters of the state. (c) This permit is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its employees, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the Permittee relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the Permittee, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the Permittee, for violation of or failure to comply with the provisions of the permit or applicable provisions of law. (d) In all cases where the doing by the Permittee

CONDITIONS *(Continued from previous page)*

of anything authorized by this permit shall involve the taking, using, or damaging of any property, rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the Permittee, before proceeding therewith, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests necessary therefore. (e) This permit shall not release the Permittee from any other permit requirements or liability or obligation imposed by Minnesota Statutes, Federal Law, or local ordinances relating thereto and shall remain in force subject to all conditions and limitations now or hereafter imposed by law. (f) Unless explicitly specified, this permit does not authorize any alterations of the beds or banks of any public (protected) waters or wetlands. A separate permit must be obtained from the Department of Natural Resources prior to any such alteration.

FLOW METER: The Permittee shall equip each installation for appropriating or using water with a flow meter, unless another method of measuring the quantity of water appropriated to within ten (10) percent of actual amount withdrawn is approved by the Department.

WATER USE REPORTING: Monthly records of the amount of water appropriated or used shall be recorded for each installation. Such readings and the total amount of water appropriated or used shall be reported annually to the Director of DNR Ecological and Water Resources, on or before February 15 of the following year, via the MNDNR Permitting and Reporting System (MPARS) at www.mndnr.gov/mpars/signin. Any processing fee required by law or rule shall be submitted with the records whether or not any water was appropriated during the year. Failure to report shall be sufficient cause for terminating the permit 30 days following written notice.

MODIFICATION: The Permittee must notify the Commissioner in writing of any proposed changes to the existing permit. This permit shall not be modified without first obtaining the written permission from the Commissioner.

TRANSFER OR ASSIGNMENT: Any transfer or assignment of rights, or sale of property involved hereunder shall be reported within 90 days thereafter to the Director of DNR Ecological and Water Resources. Such notice shall be made by the transferee (i.e., new owner) and shall state the intention to continue the appropriation as stated in the permit. This permit shall not be transferred or assigned except with the written consent of the Commissioner.

COMMISSIONER'S AUTHORITY: (a) The Commissioner may inspect any installation utilized for the appropriation or use of water. The Permittee shall grant access to the site at all reasonable times and shall supply such information concerning such installation as the Commissioner may require. (b) The Commissioner may, as he/she deems necessary, require the Permittee to install gages and/or observation wells to monitor the impact of the Permittee's appropriation on the water resource and require the Permittee to pay necessary costs of installation and maintenance. (c) The Commissioner may restrict, suspend, amend, or cancel this permit in accordance with applicable laws and rules for any cause for the protection of public interests, or for violation of the provisions of this permit.

PUBLIC RECORD: All data, facts, plans, maps, applications, annual water use reports, and any additional information submitted as part of this permit, and this permit itself are part of the public record and are available for public inspection at the offices of DNR Ecological and Water Resources. The information contained therein may be used by the Division as it deems necessary. The submission of false data, statements, reports, or any such additional information, at any time shall be deemed as just grounds for revocation of this permit.

MONITORING REQUIREMENTS: Minnesota Statutes 103G.282 authorizes the Department of Natural Resources to require permittees to install and maintain monitoring equipment to evaluate water resource impacts from permitted appropriations. You may be required to modify or install automated measuring devices and keep records for each installation. The frequency of measurements and other requirements will be based on quantity of water appropriated, source of water, potential connections to other water resources, nature of concern, and other relevant factors.

DROUGHT PLANNING: In accordance with M.S. 103G.293, all permits must be consistent with the drought response plan detailed in the Statewide Drought Plan at http://files.dnr.state.mn.us/natural_resources/climate/drought/drought_plan_matrix.pdf.

WATER USE CONFLICT: If notified by the DNR that a water use conflict is suspected and probable from your appropriation, based on confirmation of a formal well interference complaint or a preliminary hydrologic assessment, all appropriation authorized by this permit must cease immediately until the interference is resolved. The permittee may be required to obtain additional data to support the technical analysis, such as domestic well information within a radius of one and one-half miles of the production well. The permittee and impacted party may engage in a negotiated settlement process and there may be modifications made to this permit in support of conflict resolution.

CONDITIONS *(Continued from previous page)*

SUSPENSION: The Department may require the suspension of appropriation during periods of low water in order to maintain minimum water levels within the basin/watercourse/watershed.

CONTINGENCY: If directed by DNR Ecological and Water Resources to cease pumping, the permittee agrees to withstand the results of no appropriation as stated in the contingency statement submitted with the application.

INTAKE: All pump intakes must be screened to prevent fish from being drawn into the system.

INVASIVE SPECIES - EQUIPMENT DECONTAMINATION: All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf. Contact your regional Invasive Species Specialist for assistance at www.mndnr.gov/invasives/contacts.html. A list of designated infested waters is available at www.mndnr.gov/invasives/ais/infested.html. A list of prohibited invasive species is available at www.mndnr.gov/invasives/laws.html#prohibited.

INFESTED WATERS - WATER TREATMENT REQUIREMENTS: Surface water appropriation from waters listed as containing invasive species (see <http://www.mndnr.gov/invasives/ais/infested.html>) are required to contact 651-259-5100 or 1-888-MINN-DNR to obtain information from the DNR Division of Ecological and Water Resources on specific invasive species water treatment requirements.

WATER CONSERVATION: All practical and feasible water conservation methods and practices must be employed to promote sound water management and use the least amount of water necessary, such as reuse and recycling water, water-saving devices, and water storage.

DISCHARGE AUTHORIZATION: This permit is valid only in conjunction with all required discharge authorizations from local, state, or federal government units.

MONITORING PLAN: Monitoring shall be done in accordance with the attached Monitoring Plan dated [Date]. All monitoring requirements under this Monitoring Plan shall be implemented prior to the start of dewatering. The DNR Division of Lands and Minerals is responsible for all monitoring required by the Monitoring Plan. All data shall be reviewed annually by the DNR and adjustments made to the monitoring requirements as appropriate. Changes to the Monitoring Plan shall be made through an amendment to this permit.

QUALITY ASSURANCE PROJECT PLAN: Monitoring procedures shall be conducted in accordance with the Quality Assurance Project Plan (QAPP) dated [Date], or as subsequently amended.

UNSAFE ICE PLAN: The DNR Division of Lands and Minerals shall implement the attached a Unsafe Ice Plan, dated [date], prior to ice conditions.

LIABILITY: This permit does not assign liability, either financial or dewatering efforts, for water level management of the Canisteo Legacy Mine Pit to Itasca County.

PUMPING MONITORING, MAINTENANCE AND COSTS: The DNR is responsible for all site maintenance, pumping, monitoring and equipment maintenance as well as all costs associated with the appropriation authorized by this permit and will remain so for the duration of this authorization.

RESPONSE TO UNACCEPTABLE IMPACTS : Should monitoring show unacceptable impacts to public health, to public safety, or to the public interests in lands and waters are being, or could potentially be, caused by the appropriation authorized under this permit, the DNR shall develop and implement appropriate adaptive management or mitigation strategies. If adaptive management or other mitigation strategies are insufficient to remedy the unacceptable impacts, the DNR shall reduce or suspend dewatering.

APPROPRIATION OF INFESTED WATERS (RAINBOW SMELT): In order to appropriate water from the Canisteo Pit, which is infested with rainbow smelt (a regulated invasive fish species), the installation must be equipped with a screen that prevents transfer of all stages of rainbow smelt out of the Canisteo Pit. This appropriation permit may be revoked if the conditions of this permit or Minnesota Rule Chapter 6216 are not complied with or if revocation is necessary to protect the interest of the public, to protect native plant and animal populations in the state, or to otherwise protect the state's natural resources. In the future, if new infestations of aquatic invasive species or fish pathogens occur in the source waters, this permit may be suspended, revoked, or revised to address treatment of the infested water.

CONDITIONS *(Continued from previous page)*

APPROPRIATION OF INFESTED WATERS (ZEBRA MUSSELS): In order to appropriate water from the Canisteo Pit, which is infested with zebra mussels (a prohibited invasive species), provisions must be undertaken to avoid transferring zebra mussels to other water bodies. Infested water appropriated from the Canisteo Pit as authorized by this permit must adhere to all provisions in the Monitoring Plan, dated [date]. This appropriation permit may be revoked if the conditions of this permit or Minnesota Rule Chapter 6216 are not complied with or if revocation is necessary to protect the interest of the public, to protect native plant and animal populations in the state, or to otherwise protect the state's natural resources. In the future, if new infestations of aquatic invasive species or fish pathogens occur in the source waters, this permit may be suspended, revoked, or revised to address treatment of the infested water.

RENTED/LEASED LAND: This permit is valid only as long as rental/lease agreements for lands and infrastructure under this permit that are not owned by the Permittee are in effect.

ANNUAL REPORTING: An annual report displaying and analyzing all monitoring data shall be prepared by DNR and submitted to Itasca County electronically no later than July 1 each year. Operating plan changes shall also be reported. Required monitoring reporting shall adhere to specifications in the QAPP.

cc: Thomas Sutherland, Conservation Officers, Grand Rapids #2
Brian Holt, Conservation Officers, Grand Rapids #1
Jessica Parson, DNR Regional Environmental Assessment Ecologist, Region 2
Mark Spoden, DNR Wildlife, Grand Rapids
Dave Weitzel, DNR Fisheries, Grand Rapids Area
Dan Swenson, County, Itasca
Andy Arens, SWCD, Itasca SWCD
Mike Troumbly, City, Taconite

Conditions for the Canisteo Pit Water Appropriation Permit Issued to Itasca County

County Board Work Session, 8/16/2022

Liability

This permit does not assign liability, either financial or dewatering efforts, for water level management of the Canisteo Legacy Mine Pit to Itasca County.

Pumping Monitoring, Maintenance and Costs

The DNR is responsible for all site maintenance, pumping, monitoring and equipment maintenance as well as all costs associated with the appropriation authorized by this permit and will remain so for the duration of this authorization.

Response to Unacceptable Impacts

Should monitoring show unacceptable impacts to public health, to public safety, or to the public interests in lands and waters are being, or could potentially be, caused by the appropriation authorized under this permit, the DNR shall develop and implement appropriate adaptive management or mitigation strategies. If adaptive management or other mitigation strategies are insufficient to remedy the unacceptable impacts, the DNR shall reduce or suspend dewatering.

DNR Division of Lands and Minerals
Monitoring Plan for Compliance with DNR Water Appropriation Permit 2022-2910
Issued to Itasca County Land Department
October 2022

Appropriation under Water Appropriation Permit 2022-2910 issued to Itasca County Land Department is conditioned upon the DNR Division of Lands and Minerals (DNR) fulfilling the following monitoring requirements in accordance with this Monitoring Plan.

Pit Water Levels – Water levels shall be monitored at the following location and frequency:

- Canisteo Pit (Continuous data logger shall be used)

Pit Water Temperatures – Pit water temperatures shall be monitored at the following location and frequency:

- Canisteo Pit (Continuous: measured at approximately six (6) to eight (8) feet of depth near where the pump intake is located).

Lake Water Levels – Water levels shall be monitored at the following location and frequency:

- Holman Lake (Continuous data logger shall be used)

Stream Monitoring – Stream stage shall be monitored at the following location and frequency:

- Holman wetland outflow (Continuous data logger shall be used): NE ¼ of the SE ¼, Section 22, Township 56, Range 24

Due to the location of this site in a wetland it is unknown if a flow rating curve can be developed. DNR will evaluate if a suitable stage-discharge relationship can be developed and calculate streamflow if possible.

Stream Ice Monitoring – If pumping becomes intermittent or is initiated during freezing months, all road crossings from the discharge location to the inlet of Holman Lake shall be monitored to ensure there are no ice blockages. Stream channel ice blockages shall be monitored weekly from the start of pumping until the water flows stabilize. If ice blockage occurs, DNR shall be prepared to remove the blockage in a timely manner.

Stream Blockage Monitoring – DNR shall monitor for stream channel blockage due to beaver dams and debris from the discharge location to the Holman Lake outlet at all structures, road crossings, and monitoring sites to avoid flooding adjacent properties. If blockage occurs, DNR shall be prepared to remove the blockage in a timely manner. DNR shall remove the blockage assuming it is within the public right-of-way or on property DNR controls. A reasonable attempt shall be made to remove blockage occurring on other property.

Operating and Monitoring Plan for Zebra Mussels

Zebra mussels were discovered in the Canisteo Pit in September 2022. Because zebra mussels are a prohibited invasive species, provisions must be undertaken to avoid transferring zebra mussels to other water bodies. Seasonal pumping without filtration may occur during the non-reproductive season when veligers (larval stage) are not present in the water column. Water that is pumped during the reproductive season, when zebra mussel veligers are present, must be filtered and/or treated to remove veligers.

Seasonal Pumping Plan

- Water temperatures will be taken in shallow water, approximately 5 ft to 8 ft of depth (below ice level), in the general area of the pump intake. When water temperatures have remained below 53° F for approximately 10 days, veliger samples will be collected from the pit to confirm the absence of veligers.
- When pit water temperatures remain below 53° F for a period of 14 consecutive days, and sampling has confirmed the absence of veligers, the reproductive cycle will be considered to have ended and pumping may commence without the need for filtration.

- Water temperatures will be continuously monitoring during seasonal pumping.
- When water temperatures reach 48° F for four (4) consecutive days, it will be assumed that the reproductive cycle has started, and seasonal pumping will cease.

Filtration or Treatment Plan

This section will be updated with a Filtration or Treatment Plan when a system is determined and designed for the site. The Filtration or Treatment Plan will include regular sampling before and during the discharge of water to ensure efficacy of the system. No pumping shall occur using filtration or treatment until a Filtration or Treatment Plan is developed and included as part of this Monitoring Plan.

Monitoring Plan Conditions

- Data shall be collected in accordance with the Quality Assurance Project Plan (QAPP) for Permit 2022-2910 issued to Itasca County Land Department dated [Date], or as subsequently amended.
- Monitoring Plan requirements may be revised if monitoring data and/or modeling results show unacceptable impacts to public health, public safety, or the public interests in land and waters, that could reasonably be proven to be caused by the appropriation and use of water authorized under Permit 2022-2910 issued to Itasca County Land Department.
- If data cannot be collected as scheduled in accordance with the Monitoring Plan, the DNR shall develop a plan to correct the issue.

Erika Herr
Mine Permitting and Coordination Supervisor
Minnesota Department of Natural Resources

Kory Cease
Land Commissioner
Itasca County Land Department

DNR Division of Lands and Minerals
Quality Assurance Project Plan (QAPP) for Monitoring and Reporting Procedures
Permit 2022-2910
Issued to Itasca County Land Department
October 2022

Background

This QAPP applies to the monitoring and reporting requirements imposed under Water Appropriation Permit 2022-2910 issued to Itasca County Land Department, with monitoring and reporting requirements fulfilled by the DNR Division of Lands and Minerals (DNR), and details methods for data collection. This permit requires data collection and reporting under the Monitoring Plan in order to monitor for potential impacts from water appropriation under this permit.

Annual Reporting Requirements

The annual report shall include: a narrative analyzing monitoring data; details of seasonal pumping and/or filtration for invasive species; effects of dewatering or pumping activities; effectiveness of the Monitoring Plan and recommendations for any monitoring changes.

Survey Requirements

Survey elevations shall be determined using either the NGVD 29 or NAVD 88 vertical datum. An alternative vertical datum may be used if approved by the DNR. If the NGVD 29 vertical datum is not used, a site-specific correction shall be calculated to convert the survey elevations to the NGVD 29 datum. If horizontal coordinates are reported, they shall be determined using the NAD 83 horizontal datum and reported in UTM coordinates. An alternative horizontal datum and/or coordinate system may be used if approved by the DNR.

The survey method used to collect elevation data for the Monitoring Plan shall be capable of reporting elevations within 0.05-foot accuracy and calibrated to an approved Minnesota Department of Transportation (MnDOT) GSID benchmark or a temporary benchmark approved by the DNR. If an approved temporary benchmark is used, DNR shall provide information on the MnDOT GSID benchmark used to establish that temporary benchmark. DNR is responsible for choosing the appropriate survey methodology based on the monitoring requirements and DNR recommendations. However, any method chosen must meet the 0.05-foot accuracy requirement. Survey grade GPS should be considered when choosing an appropriate survey method because of its ability to meet the 0.05-foot accuracy requirement.

All survey data shall be reported with the date and time of survey, surveyed elevation, vertical datum, site name and number of the MnDOT GSID benchmark or temporary benchmark, survey method used and site-specific datum correction if elevations are not reported in NGVD 29. If horizontal data is reported, the horizontal datum and coordinate system shall be reported with the data.

Monitoring Data Collection

1. Flow Measurement Calibration

Flow meters shall be maintained and calibrated according to manufacturer specifications to ensure they are accurate to within ten (10) percent of the volume being withdrawn. If an alternative method is used to measure flow, calibrations shall be performed regularly to ensure the method is capable of measuring flow within ten (10) percent of the total volume being withdrawn.

2. Pit and Lake Water Levels

If specified, pit and lake water levels shall be measured using the method described in the Monitoring Plan. If no method is specified, water level elevations may be surveyed or measured using a data logger, staff gage, or other DNR approved method(s).

Data Logger

Data loggers shall be calibrated with a surveyed manual water level elevation measurement or calibrated with a staff gage measurement unless otherwise approved by the DNR. Data logger calibration shall be conducted by resetting the water level elevation to the surveyed manual water level elevation or staff gage measurement. At a minimum, data should be downloaded during each calibration and the data logger corrected, if needed, in a timely manner.

All data and calibration corrections shall be submitted with the date and time of correction and measurement. Any difference in the manual and data logger water level measurement at the time of calibration shall be reported to the nearest hundredth of a foot (0.01'). If corrections are retroactively applied to the logger data, DNR shall include a narrative explaining the correction applied and submit both the raw and corrected data logger files.

Staff Gage

Staff gages shall be surveyed upon installation and re-surveyed at a minimum annually thereafter. Measurements should be collected during ice-free periods in accordance with requirements set forth in the Monitoring Plan. Should the staff gage need to be reset, DNR shall report the new staff gage location and survey information. Staff gage water level elevations shall be reported with the date and time of measurement, gage zero elevation, and gage plate reading.

Other Method

The DNR may approve an alternative method for pit or lake water level elevation collection. In order to request DNR approval of an alternative method DNR shall submit a report detailing the proposed method for data collection, proposed equipment accuracy, and a feasibility review of using data loggers and staff gages.

3. Streamflow Monitoring

Streamflow shall be measured using procedures set forth in the United States Geological Survey (USGS) Techniques and Methods 3-A8 or the latest updated USGS procedures. DNR shall discuss with the DNR any modifications to stream monitoring methodology. Discharge computation shall follow standard USGS procedures including the use of datum corrections and shift adjustments throughout the year.

Manual Streamflow Monitoring

The DNR shall approve proposed gage sites prior to establishment. Wading discharge measurements made using hand-held velocity meters must have a minimum of 25 – 30 velocity, depth, and cross-sectional distance measurements within a transect. Other methods for measuring stream discharge, such as acoustic doppler current profilers (ADCP), shall be approved by the DNR prior to measurement and methodologies shall be described in detail in the annual report. A detailed summary of collected data and data processing shall also be included in the annual report.

Continuous Streamflow Monitoring

Stream flows at a continuous gaging station shall be determined using continuous stage measurements and an established rating curve/stage-discharge relationship for the gage site. Datum corrections and rating curve adjustments shall be performed to account for any changes to rating curve/stage-discharge relationships. The DNR shall approve proposed gage sites prior to establishment.

Continuous Stage Measurements

Automated stage measurements shall conform to procedures set forth in the USGS Techniques and Methods 3-A7 or latest updated USGS standards. Continuous stage recording equipment shall be accurate to ± 0.02 feet over the expected stage range for each gage site.

Continuous stage recording equipment shall be calibrated with a staff gage measurement or other manual stage measurement and calibration shall be conducted by resetting the stage to the staff gage or manual measurement. At a minimum, data should be downloaded during each calibration and the stage corrected, if needed, in a timely manner. Staff gages or other reference marks that are used to determine stages shall be tied to a permanent gage datum so that only one datum for the gage-height record is used for the life of the gaging station and shall be surveyed upon installation and re-surveyed on a yearly basis after snow/ice melt.

All stage measurements and calibration corrections shall be submitted with the date and time of correction and measurement. Any difference in the manual and continuous stage measurement at the time of calibration shall be reported to the nearest hundredth of a foot (0.01'). If corrections are retroactively applied to the stage data, DNR shall include a narrative explaining the correction applied and submit both the raw and corrected stage files.

4. Pit Water Sampling

Methods and frequency used to collect pit water samples to confirm the absence of zebra mussel veligers shall be performed according to all requirements and/or recommendations from the DNR Division of Ecological and Water Resources. If samples are not analyzed by the DNR, they shall be sent to a DNR-approved independent qualified contractor.

**DNR Division of Lands and Minerals
Unsafe Ice Plan
for Compliance with Water Appropriation Permit 2022-2910
Issued to Itasca County Land Department
November 2022**

Appropriation under Water Appropriation Permit 2022-2910 issued to Itasca County Land Department is conditioned upon the DNR Division of Lands and Minerals (DNR) fulfilling the following requirements in accordance with this Unsafe Ice Plan (Plan).

The purpose of this Plan is to warn users of the Canisteo Pit, Holman Lake and the wetland complex between the two water bodies of any potential unsafe ice conditions created by pit dewatering that will occur during winter months.

Communication

DNR will publish notice of potential unsafe ice conditions and dropping water levels when Canisteo Pit dewatering begins. The DNR is developing a communications plan to provide unsafe ice safety messages for local print, radio and television news outlets to mitigate any ice hazards around the Canisteo Pit and Holman Lake for the duration of winter dewatering. Notice will be published in regional papers and other communication channels as appropriate.

DNR will also provide notice on the Canisteo Pit webpage located on the DNR's website.

Signage

Signage warning the public of unsafe ice conditions due to pump intakes, lowering water levels and flowing water will be placed by DNR.

- Signs will be placed near commonly used access sites.
- Following DNR ice safety guidance, signs will be placed around the open water area as soon as ice conditions allow safe access. Signs will be removed prior to ice conditions becoming unsafe. Signs will be four to six feet high and a maximum of 100 feet apart.

Monitoring

The DNR shall monitor unsafe ice conditions, open water areas and signage once every seven days.

**Erika Herr
Mine Permitting and Coordination Supervisor
Minnesota Department of Natural Resources**

**Kory Cease
Land Commissioner
Itasca County Land Department**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2617

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Shane Zahrt

AGENDA ITEM:

Highway 169 Cross Range Expressway Update

BOARD ACTION REQUESTED:

Receive update regarding the Highway 169 Cross Range Expressway from Flaherty & Hood representatives.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2630

DEPARTMENT: Administrative Services

PRESENTER: Brett Skyles, Leo Trunt

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Representation Letter

BOARD ACTION REQUESTED:

Consider attached Representation Letter to be part of the external Grand Village financial audit conducted by CliftonLarsonAllen LLP.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

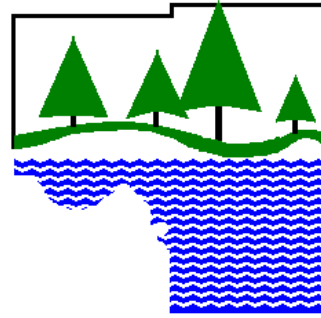
SUPPORTING DOCUMENTATION:

1. Third-Party Support Representation - Grand Village

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



CliftonLarsonAllen LLP
220 South Sixth Street, Suite 300
Minneapolis, Minnesota 55402

This representation letter is provided in connection with your audit of Itasca Nursing Home DBA: Grand Village as of September 30, 2022 and 2021.

Itasca County will, and has the ability to, fully support the operating, investing, and financing activities of Itasca Nursing Home DBA: Grand Village through at least one year and a day beyond June 30, 2023 (the date the financial statements are anticipated to be issued by or available for issuance, when applicable).

With respect to our support of Itasca Nursing Home DBA: Grand Village, we make the representations stated above, with the following exceptions (if any):

Inability to hire staff to meet critical operational functions.

Unexpected changes in CMS reimbursements.

Commissioner Terry Snyder- County Board Chair – Itasca County

Signature: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2631

DEPARTMENT: Auditor / Treasurer

PRESENTER: Deb Davis

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve a LG214 Premises Permit Application for gambling, as requested by the Hill City Firemen's Relief Organization, to conduct lawful gambling at Pickled Loon located 20814 US Hwy 169, Grand Rapids, MN.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 1, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2632

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Jeff Walker

AGENDA ITEM:

Election Ballot Testing

BOARD ACTION REQUESTED:

Receive information regarding Election Ballot Testing

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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