ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 4, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:31 PM
Terry Snyder	District #2	Present	2:31 PM
John Johnson	District #3	Present	2:31 PM
Burl Ives	District #4	Present	2:31 PM
Casey Venema	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.13 (Schedule Special Session) and approve the agenda, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 28, 2023 County Board Regular Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Fringe Benefits - Probation Director.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

2. Approve a Premises Permit Gambling Application for gambling, as requested by the Greenway Lions Club, to conduct lawful gambling at Swan Lake Country Club, 31341 Filmore Street, Pengilly, MN 55775.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

3. Award County Project 2023-06 for Calcium Chloride and Magnesium Chloride to the lowest responsible bidder, Edwards Oil Inc dba Trimark Industrial and authorize the necessary signatures to execute the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

4. Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/11/2023 2:30 PM

5. Enter into a Service Agreement with Braun Intertec Corporation for the amount of $28,160.00 and authorize the necessary signatures on the documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/11/2023 2:30 PM

6. Award Culvert Replacement project to William J. Schwartz & Sons, Inc., in the amount of $48,800 to be paid by Conservation Partners Legacy reimbursement grant, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/11/2023 2:30 PM

7. Accept the 2023 Minnesota Annual County Boat and Water Safety Grant Agreement between the State of Minnesota and Itasca County and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign the agreement and conflict of interest disclosure form.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/11/2023 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. Legislative Conference Call

   A Legislative Conference Call was provided by Senator Grant Hauschild and Itasca County Lobbyist Loren Solberg.

RESULT:	INFORMATIONAL - NO ACTION TAKEN

3. Adoption of Northern Valley Hospital District Line Corrections Resolution

   County Auditor/Treasurer Austin Rohling provided information regarding the request to adopt the Resolution Re: Northern Valley Hospital District Line Corrections.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/11/2023 2:30 PM

4. Tobacco Compliance Update

   Social Worker Brianna Roberts, Health Educator Shane Troumbly, and Public Health Division Manager Kelly Chandler provided a Tobacco Compliance update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN

5. IMCare Quality Program Document Review and Approval

   QI/UM Director Peggy Rosik provided information regarding the request to approve the IMCare Quality Program documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/11/2023 2:30 PM

6. Assessor Department Update

   County Assessor Amber Peratalo provided an Assessor Department update, including information regarding 2023 Property Assessments.

RESULT:	INFORMATIONAL - NO ACTION TAKEN

7. 2022 Fight Blight Totals

   Environmental Services Coordinator Greg Stoltz provided an update regarding the 2022 Fight Blight program, as well as information regarding the upcoming program to work with local Communities and Townships to “Fight Blight in 2023.”

RESULT:	INFORMATIONAL - NO ACTION TAKEN

8. DNR Heritage Forest Project Update

Minnesota Department of Natural Resources (DNR) NE Regional Director Shelly Patten and Forest Legacy Program Coordinator Christine Ostern provided a DNR Update on Heritage Forest Project acquisition of certain Conservation Fund working forest lands in Itasca County and potential funding mechanisms, including any restrictions based on funding.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

9. Sale of Tax-Forfeited Land to City of Coleraine for Public Purposes

Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-Forfeited Land, a part of parcel #88-031-4105, to the City of Coleraine for a Public Purpose, which approves sale of part of Government Lot Five (5), Section 31, Township 56, Range 24, more particularly described in attached Resolution, under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $250.00 plus all associated costs.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 04/11/2023 2:30 PM**

10. GJRA Funding Request

Commissioner Johnson provided information regarding the request from the Greenway Joint Recreation Association (GJRA) for facility upgrades to the Hodgins-Berardo Recreation Center.

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 04/11/2023 2:30 PM**

11. COVID Update / CDC Requirements

Motion To: Approve sunsetting the current COVID policy in accordance with the State of Minnesota end date.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Motion To: Direct Department Heads to submit reports by April 18, 2023 detailing their departmental Work from Home or Modified Work Schedules from the last three (3) years.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

12. Appraisal of Certain County Properties

Commissioner Smith provided information regarding the request to authorize County staff to contract services of licensed real estate appraiser to determine current market value of certain County properties.

Motion To: Direct the County Administrator to create an appraisal plan for County Board review and consideration by April 25, 2023.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

13. Schedule Special Session

Motion To: Schedule a Special Session Re: Itasca Nursing Home - Grand Village Management Contract on Tuesday, April 11, 2023 beginning at 1 PM in the Boardroom of the Itasca County Courthouse.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at recent Highway 169 Completion Coalition meetings, a visit to the Keewatin waste site, and constituent contacts regarding property valuations.

Commissioner Smith reported on a recent meeting with Deer River District Ranger Ben Benoit, an upcoming meeting with the City of Deer River and IEDC, and constituent contacts regarding property valuations.

Commissioner Johnson reported on his attendance at a recent Arrowhead Regional Development Commission (ARDC) meeting.

Commissioner Snyder reported on his attendance at recent township meetings, a meeting with Deer River District Ranger Ben Benoit, as well as an upcoming Northern Counties Land Use Coordinating Board (NCLUCB) meeting.

Commissioner Ives reported on his attendance at a recent Northeast Minnesota Office of Job Training (NEMOJT), as well as Labor Negotiation meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding HF 1862 and DNR opposition of the language to remove County approval for land purchases by the State.

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 5:22 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

April 4, 2023

Chair:

PULL: None

ADDITIONS:
1. Items #6.13 – Schedule Special Session

CHANGES:
1. Item #6.9 – Corrected Resolution

INFORMATIONAL:
1. Item #6.4 – Additional Information
2. Item #6.6 – Additional Information
3. Item #6.7 – Additional Information

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, March 28, 2023 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:33 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:33 PM
Terry Snyder	District #2	Present	2:33 PM
John Johnson	District #3	Present	2:33 PM
Burl Ives	District #4	Present	2:33 PM
Casey Venema	District #5	Present	2:33 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.6 (Axon Enterprise, Inc. Price Quote), renumber the item as Item #6.9, and approve the agenda, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 21, 2023 County Board Special Session and the minutes of the Tuesday, March 21, 2023 County Board Work Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. CONSENT AGENDA

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Approve an Infrastructure Easement with the City of Grand Rapids and Itasca County to add matching street lights on the west end of the new Justice Center.
2. Appoint Sherrie Porth to the Park and Recreation Commission fulfilling an unexpired At-Large vacancy effective March 28, 2023 through December 31, 2025.

3. Adopt the Resolution Re: Bridge Bonding (Revised 3/3/23).
4. Approve recommended classifications from Itasca County Land Classification Committee meeting held March 7, 2023.
5. Approve renewal of the USFS Snowmobile Trail Challenge Cost Share Agreement and authorize necessary signatures.
6. Adopt the Resolution Re: Authorizing Itasca County Staff to Execute All Necessary Documents to Ensure Itasca County Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants, and in the Minnesota Opioids State Subdivision Memorandum of Agreement, as negotiated and required to be included in future settlement payments.
8. Approve contract with Midwest Medical Examiners Office to provide Medical Examiner services.

VI. REGULAR AGENDA

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

   It was the consensus of the County Board to direct staff to arrange for Shelly Patten, NE Regional Director, to provide a Minnesota Department of Natural Resources (DNR) update regarding Heritage Forest Project acquisition.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

   Farewell to Randy Blankenship whose last day as a Highway Maintenance Worker/Subforeman, Transportation Department will be March 31, 2023 after 37+ years of service.

   Congratulations to Kyle Curtiss who has accepted a promotion from Deputy Sheriff/Sergeant to Deputy Sheriff/Lieutenant, Sheriff Office effective March 19, 2023.

   Congratulations to Rob Johnson who has accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Lieutenant, Sheriff Office effective March 19, 2023.

   Congratulations to Tami Elich who has accepted a promotion from Eligibility Specialist to Lead Eligibility Specialist, Family Services with Health & Human Services effective March 19, 2023.

   Congratulations to Vicki Sutherland who has accepted a promotion from Eligibility Specialist to Lead Eligibility Specialist, Family Services with Health & Human Services effective March 19, 2023.

   Congratulations to Lisa Munger who has accepted a promotion from Eligibility Specialist to Lead Eligibility Specialist, Family Services with Health & Human Services effective March 19, 2023.

   Congratulations to Mary Berard who has accepted a promotion from Eligibility Specialist to Lead Eligibility Specialist, Family Services with Health & Human Services effective March 19, 2023.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 31, 2023, in the amount of $790,214.35.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Warrants for March 2023, in the amount of $1,230,274.49.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

RN QI/UM Director Amber Silliman provided a County Based Purchasing (IMCare) Division Update, including information regarding Population Health Management (PHM).

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. National Telecommunicators Week - April 9-15, 2023

Motion To: Adopt the Resolution Re: National Telecommunicators Week - April 9-15, 2023, which recognizes April 9-15, 2023 as National Telecommunicators Week in Itasca County.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

8. Correctional/Court Facility Construction Contract – Kitchen Equipment

Motion To: Approve the Correctional/Court Facility construction contract for food services equipment, pending County Attorney Review, to Plexus Company dba Culinex, in the low bid amount of $529,244.00 and authorize signatures of the County Board Chair and County Administrator.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

7. Axon Enterprise, Inc. Price Quote

Motion To: Approve contracting with Axon Enterprise, Inc. for Body Worn & Mobile Camera Systems for a total contract cost of $569,966.35 utilizing American Rescue Plan (ARP) Funds for a first year cost not to exceed $298,000 and authorize necessary signatures pending County Attorney review and approval.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding his recent attendance at Grand Village and Upper Mississippi Headwaters One Watershed/One Plan (UMHW 1W/1P) meetings.

Commissioner Johnson provided comment regarding a question relative to winter lake access to County owned boat landings.

Commissioners Snyder and Smith provided comment regarding an upcoming meeting with Deer River District Ranger – Chippewa National Forest Ben Benoit.

Commissioner Ives provided comment regarding his recent attendance at the Grand Village meeting, as well as his interest in acquiring appraisals for County properties.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:30 PM.

ATTEST

Burl Ives Chair of the County Board	Brett Skyles Clerk of the County Board

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3005

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

AGENDA ITEM:
Fringe Benefits - Probation Director

BOARD ACTION REQUESTED:
Approve the Fringe Benefits - Probation Director.

BACKGROUND:
Pursuant to the Minnesota Judicial Branch Policy and Minn. Stat. 244.19, Probation Directors serve at the pleasure of the court and all other terms and conditions of employment for probation directors are determined by the County. The Ninth Judicial Court has appointed Kevin Glass to the position of Probation Director for Itasca County effective April 17, 2023. Fringe Benefit documents for appointed positions are approved by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - Probation Department Director 2023

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

The following fringe benefits for the Probation Department Director is effective April 17, 2023.

Kevin Glass will serve a twelve-month probationary period. Upon the successful completion of the probationary period and performance evaluation a step increase will be granted. The salary grade will align with the Itasca County Managers Association pay scale at a Grade 14.

HOLIDAYS - The following are paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas
3 Floating Holidays (8 hours per holiday)

Initial employment probationary employees will be eligible for 1 floating holiday as of: date of hire, May 1st and September 1st. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

If on December 31, an employee has an accumulation in excess of 248 hours, the excess hours will be converted to a contribution to their HCSP unless the employee has a Waiver of Participation then the hours in excess are forfeited. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, service credit date for Kevin Glass shall be **April 17, 2023.**

SICK TIME – Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked. Sick leave may be used during the probationary period.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Bereavement leave time can be used in case of death in the immediate family up to 24 hours. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents, and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE - Active Employees

A. Eligibility

1. Coverage shall commence at the beginning date of employment upon completion of the necessary enrollment process.

2. Employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after an authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

3. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

4. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

5. High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) both

with a Health Savings Account (HSA) Plan, shall be the health insurance coverage. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 or 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

6. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

7. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within this Fringe Benefits document.

B. Retired Employees

1. Health coverage provided for retirees shall be the High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) (both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and

deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward health insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

The maximum County payment for retirement group insurance premiums and deductibles shall not exceed $10,000.

LIFE INSURANCE - The County will provide and pay the entire premium for group life insurance in the amount of $25,000 that will include Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer-provided insurance and employee-elected additional insurance will terminate upon the employee leaving employment.

FLEXIBLE SPENDING ACCOUNTS- The County may provide flexible spending account programs. Employees may elect to participate on an annual basis.

DENTAL INSURANCE - Upon the first day of the month following the hire date, and provided all necessary enrollment processes have been completed, the Employer will provide dental insurance. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost. The employee shall pay 20% of the dependent's cost.

The maximum annual benefit is $1,500 per person.

POST HEALTH CARE SAVINGS PLAN – Participation in the Post Health Care Savings Plan (HCSP), will begin after 1 year of employment on their anniversary date of hire, or the very next pay period. Employee contribution shall be 2% of their regular wages earned during the biweekly pay period (excluding severance payout).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Waiver of Participation - You may opt out of the HCSP if you are:

- eligible for TRICARE retiree benefits;
  Please note: to apply for a waiver, you must already have obtained 20 years of military service and therefore, are either currently eligible for TRICARE retiree benefits **or** eligible for TRICARE retiree benefits in the future
- eligible for V.A. medical benefits due to a service-connected disability

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's HCSP unless the employee has a Waiver of Participation from the Post HCSP then the 30% balance is forfeited. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's HCSP after all regular pay has been paid out.

An employee will not receive severance pay if:

- The employee has less than 5 years of continuous service with Itasca County; or
- The employee is terminated by the Employer for cause.

Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee' option, in one lump sum

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

The maximum County payment for severance shall not exceed $10,000.

WORK HOURS - The appointed positions are full-time positions and shall require full-time efforts of the Employee. The general office hours are 8:00AM until 4:30PM, Monday through Friday, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract. This is an appointed/at-will position. Pursuant to the Minnesota Judicial Branch Policy and Minn. Stat. 244.19, County Probation Directors serve at the pleasure of the court and in all other aspects are County employees including discipline and discharge.

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3003

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

AGENDA ITEM:
Gambling Permit

BOARD ACTION REQUESTED:
Approve a Premises Permit Gambling Application for gambling, as requested by the Greenway Lions Club, to conduct lawful gambling at Swan Lake Country Club, 31341 Filmore Street, Pengilly, MN 55775.

BACKGROUND:
Swan Lake Country Club is looking to add pull-tabs, electronic pull-tabs and electronic-linked bingo to their establishment for their patrons.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. LG214 Premises Permit Application
2. LG215 Lease for Lawful Gambling Activity

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2889

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Kory Johnson

AGENDA ITEM:
2023-06 Calcium and Magnesium Chloride Contract

BOARD ACTION REQUESTED:
Award County Project 2023-06 for Calcium Chloride and Magnesium Chloride to the lowest responsible bidder, Edwards Oil Inc dba Trimark Industrial and authorize the necessary signatures to execute the contract documents.

BACKGROUND:
Bids were opened March 29, 2023.

CALCIUM CHLORIDE
Knife River Corporation - $328,050.00
EnviroTech Services Inc - $346,500.00
Edwards Oil Inc dba Trimark Industrial - $257,400.00

MAGNESIUM CHLORIDE
Knife River Corporation - No Bid
Envirotech Services Inc - No Bid
Edwards Oil Inc dba Trimark Industrial - $222,180.00

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2994

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Adopt the 2023 Five Year Plan for Highway Improvement Projects

BOARD ACTION REQUESTED:
Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.

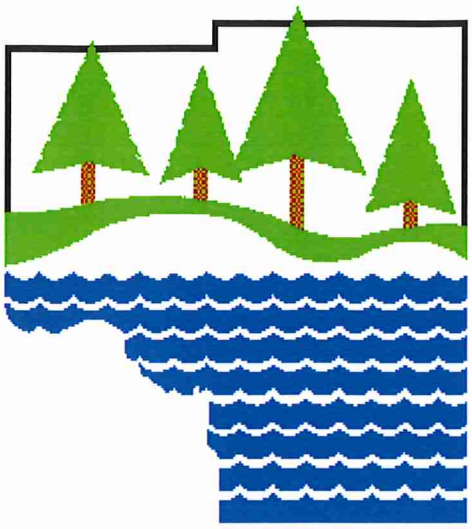
BACKGROUND:
An opportunity for public input concerning the Itasca County Five Year Plan for Highway Improvement Projects was provided after the March 14, 2023 county board meeting. The opportunity for written comment was extended to March 31, 2023.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 5 Year Plan

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**



Itasca County

2023

5-Year Plan
For
Highway Improvement Projects

Itasca County Engineer
Karin Grandia
327-2853

April 11, 2023

Introduction

Itasca County annually reviews and updates the Five-Year Plan for Highway Improvement Projects. The annual review process allows the County Board and staff the opportunity to reassess the Highway Improvement Plan and to make adjustments due to changes in financial restrictions, highway conditions, public input, and goals and priorities.

The 2023 Five Year Plan is a flexible five-year action plan for bridge and highway projects. Only construction projects listed during the current year are funded.

- Notice -
Itasca County 5 Year Plan for Road and Bridge Construction Projects

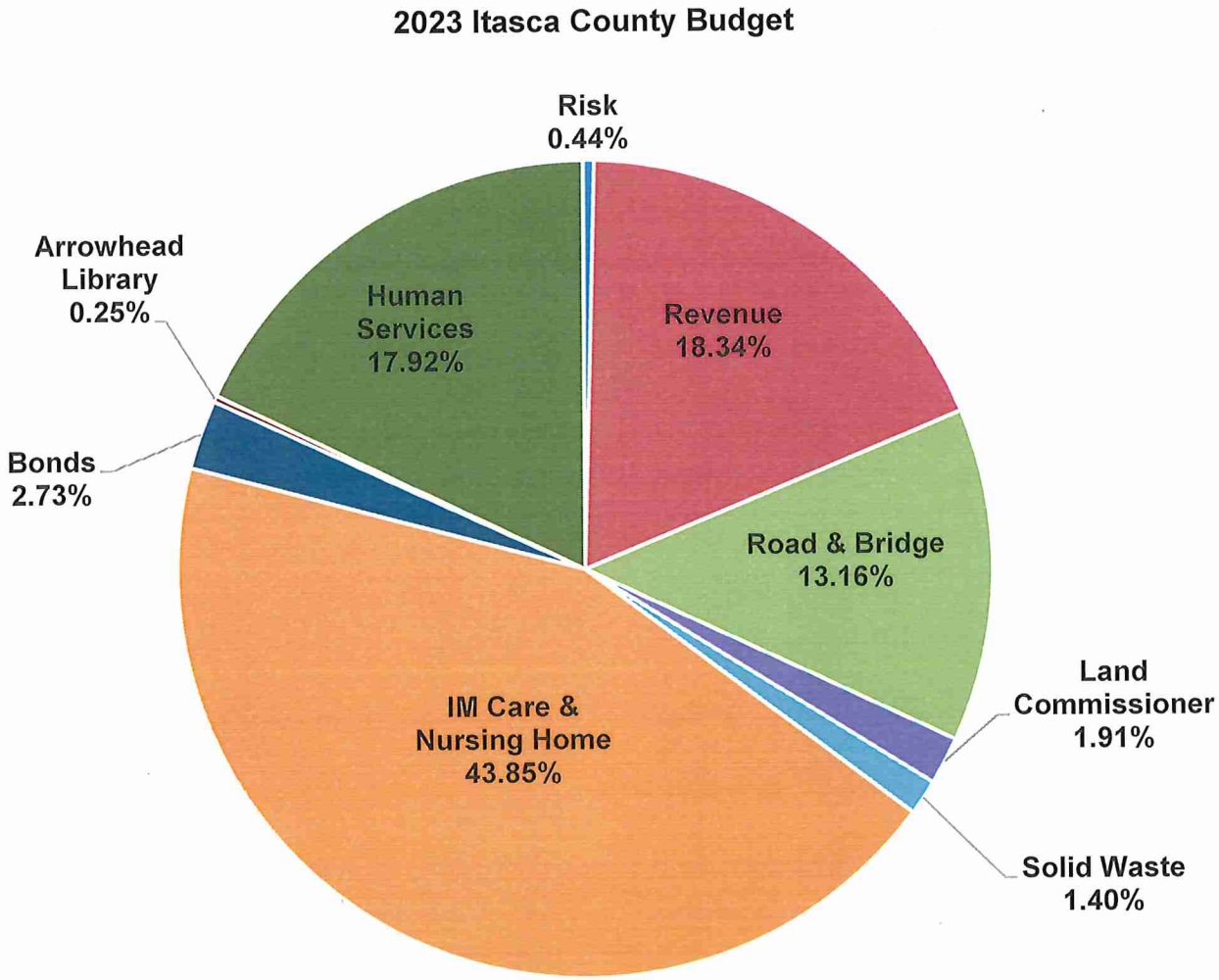
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 14, 2023, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 31, 2023. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online on the Itasca County website under the Transportation Department tab.

Itasca County Transportation Department Overview

The County Transportation Department is responsible for maintaining approximately 1340 miles of roadway and 137 bridges. The department also can be directly or indirectly involved with the maintenance of roadways under the jurisdiction of the 16 cities, 39 organized townships, and the 38 unorganized townships in the county.

The County Engineer, through the staff, is responsible for the administration of both the highway maintenance division and the highway construction division. The maintenance division consists of approximately 73 employees divided between 4 maintenance districts and central purchasing and repair. These employees are responsible for graveling, grading, drainage, signing, snow removal, ice control, equipment repair and minor road improvements. The construction division consists of approximately 12 employees and is responsible for the design and construction administration of all contracted road and bridge improvement projects.

As is shown below, the Transportation Department accounts for approximately 13.16% of the proposed $161,632,982 - 2023 Itasca County Budget. In addition to the $21,275,502 administered by the Transportation Department as part of the Itasca County Budget, the construction division administers on average an additional $1,000,000 per year in federal construction dollars spent in Itasca County.



Road Jurisdiction

In Itasca County, there are generally three levels of road jurisdiction:

State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.

County - Consisting of;

- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
- County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
- County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
- Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have 3-digit county road numbers.

Local - Consisting of:

- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
- Local Municipal Streets - These are generally local streets serving municipal subdivisions.
- Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
- Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
- Department of Natural Resources Roads – These are local recreational or logging roads having DNR jurisdiction.
- County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Funding Sources

Funding Sources for Itasca County consist of a combination of Federal, State and Local Funds.

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of these funds which make it to Minnesota are spent on state administered trunk highway projects.

- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects, road projects or railroad crossing projects. In addition, since the Chippewa National Forest is located within the county, the county periodically receives a portion of the Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county, and the projects are administrated by the county.

- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

- The county receives a yearly allotment from the state to be spent on county state aid and municipal aid routes. The source of this allotment is primarily the state gas tax. These funds can only be spent on qualifying state aid routes and have historically been used for construction and maintenance. This allotment is approximately 50% of the funding for the transportation department.

Bridge Bonding

- Bridge Bonding funds are allocated by the Minnesota legislature every other year. The county can and does receive bridge bonding funds. These funds can be used on any eligible bridge in Itasca County on either a CSAH, a county road or a township bridge. State Bridge Bonding funds are allocated to the county as grants (no repayment by the county).

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.

- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately $430,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

- The unorganized township fund receives monies from the road and bridge levy in each unorganized township. These funds are generally spent on local road and maintenance projects in unorganized township areas.

Typical Funding Amounts

Construction Funding

It is difficult to provide a 'Typical' funding year due to the variability of different funding sources. The following data is based on historical data and does not indicate future funding amounts.

Federal Funds

- On average, Itasca County receives over $1,000,000 per year in federal funds for road and bridge projects.

State Aid Funds

- Each year Itasca County receives approximately $11,300,000 of State Aid Funds. Of that amount, $9,950,000 is regular state aid and $1,350,000 is municipal state aid.
- The funding is split 60/40 so that approximately $5,975,000 is allocated for State Aid construction and $3,985,000 for maintenance.
- Approximately $815,000 is allocated for Municipal County State Aid construction and $540,000 is allocated for Municipal Maintenance.

Bridge Bonding

- State Bridge Bonding is a major source of funding for bridge construction projects and is allocated by the State Legislature. Over the past 5 years approximately $650,000 per year has been available for bridge and railroad crossing construction projects. These funds vary from year to year.

County Funds

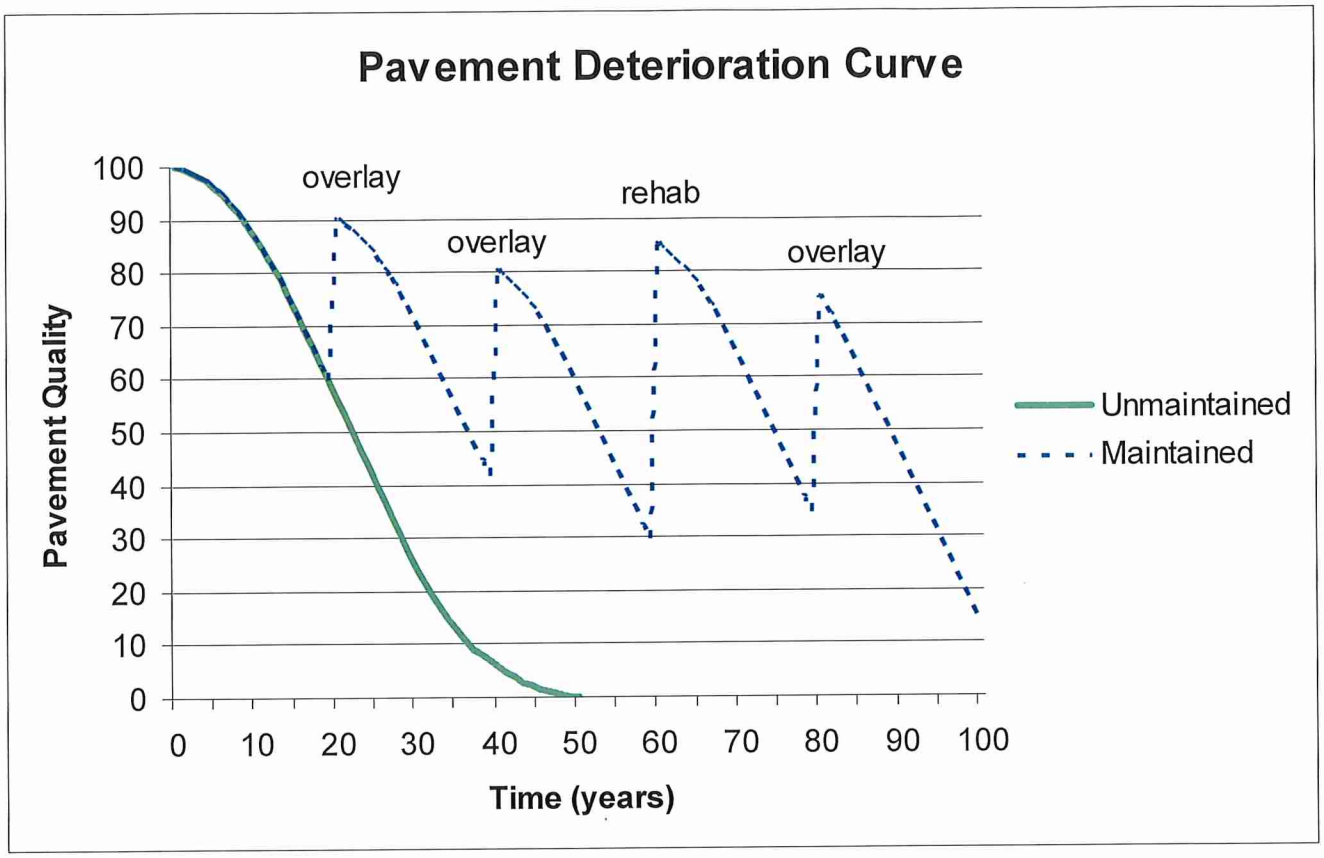
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at $680,000 over the past 5 years and are supplemented with the monies collected from the wheelage tax, providing a total of $1,100,000 for preservation. These funds are typically used on existing paved roads for contracted projects such as bituminous overlays, regrading and surfacing.
- The County averages $310,000 per year for gravel production which is used to surface existing County gravel roads.

Other Funding

- Itasca County has received funding for projects from other sources including Unorganized Township Funding, Town Bridge and Town Road accounts.

Protecting our Pavement Investment

Pavements tend to deteriorate over time due to traffic loads and environmental effects. A graph of the life cycle of a typical bituminous road is shown below where the pavement rating is a relative evaluation of the condition of the road.



The solid line indicates how a pavement would perform with no maintenance. The road is graded and paved at year 0 and is at its best condition (Pavement Quality Index, PQI =100). The pavement will deteriorate over time and after about 30 to 35 years the pavement would deteriorate to the point where vehicle travel would be dangerous at best (PQI = 20).

The dashed line indicates the maintenance strategy of most transportation departments. Periodic overlays and rehabilitation projects are performed to increase the PQI on an interval which attempts to maximize the pavement's ride quality. Every 50 years a rehabilitation project is performed, which replaces culverts and addresses minor grade or subgrade issues. Approximately every 100 years, the road will require a major regrade project.

How much does a paved road Cost?

This County will review construction standards and consider:

- Reconstruct the grade of the road every 100 years.
- Rehabilitate the road every 50 years.
- Perform surface treatment every 20 years.

The following costs are used for budgeting road improvement projects:

1. $ 1,150,000 per mile to reconstruct a road and surface with bituminous pavement.
2. $ 325,000 per mile to rehabilitate an existing bituminous road.
3. $ 130,000 per mile for surface treatment of an existing bituminous road.

The Cost cycle of 1 mile of road:

Year 1	Construct	@	$ 1,150,000
Year 20	Surface Treatment	@	$ 130,000
Year 40	Surface Treatment	@	$ 130,000
Year 60	Rehabilitation	@	$ 325,000
Year 80	Surface Treatment	@	$ 130,000
Total			$ 1,865,000

This equates to approximately **$18,650 per mile per year** to maintain a bituminous road.

There are:

1. 603 total miles of paved roads (County Jurisdiction)
2. 506 of paved CSAH mileage
3. 97 of paved County funded road mileage (3-digit roads)

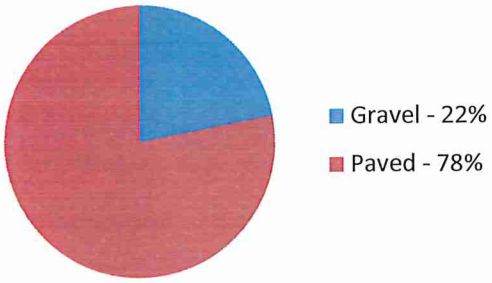
Therefore, to maintain our existing bituminous county roads we require the following yearly budget:

506 CSAH miles - $ 9.4 million (current allocation at $6.79 million)
97 County miles - $1.8 million (current allocation at $1.1 million)

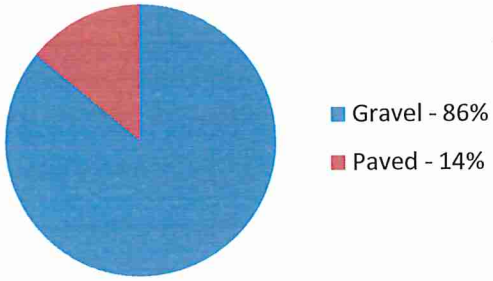
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

Gravel vs. Paved

CSAH SYSTEM (649 MILES - TOTAL)



COUNTY SYSTEM (691 MILES - TOTAL)



Of the approximately 1340 miles of roads under Itasca County jurisdiction, approximately 48% are designated CSAH and 52% are designated County. In addition, approximately 45% of Itasca County Road miles are paved.

The average annual cost to maintain a bituminous road is approximately $18,650 per mile based on construction and surface resurfacing costs over the expected life of the road.

The annual cost to maintain a gravel road surface can vary greatly and is usually directly related to the traffic volume on the road. The following table indicates an estimate of the road surface maintenance costs required for gravel roads with three traffic volume levels.

Road ADT	100	200	300
Surface Maintenance Costs (Grader time)			
Grader minutes per mile	60 minutes @ $120.00/hr per mile	60 minutes @ $120.00/hr per mile	60 minutes @ $120.00/hr per mile
Number of grading passes per week	0.5	1	2
Grading weeks per year	26	26	26
Grading Cost per mile per year	$ 1,560	$ 6,240	$ 9,360
Resurfacing Costs (Gravel)			
Re-gravel interval	20 years	10 years	6 years
Cost per mile per year	$ 1,420	$ 2,840	$ 4,730
Chloride Costs			
Chloride Cost per mile per year	---	$2,200	$2,200
Total yearly cost per mile	**$ 3,144**	**$ 8,488**	**$ 13,720**

As can be seen, the maintenance costs rise with the increase in daily traffic volume. The surface costs for a gravel road begin to justify paving at an ADT level of around 300 vehicles per day, from a maintenance perspective.

The following table lists the number of miles of gravel and bituminous surfaced roads under county jurisdiction. As can be seen, the majority of roads over 300 ADT have bituminous surface

NOTES:

- ADT means the Average Annual Daily Traffic count which is an estimate of the number of vehicles per day, calculated on an annual average.
- The State Aid Funding rules discourage the use of State Aid funds for paving roads under an ADT of 150 vehicles per day.

SURFACE TYPE - CATEGORIZED BY TRAFFIC COUNT						
	Surface type	0-100 ADT	100 -200 ADT	200 - 300 ADT	OVER 300 ADT	Total
CSAH SYSTEM	Paved (miles)	3	77	82	342	504
	Gravel (miles)	85	57	1	2	145
COUNTY ROAD SYSTEM	Paved (miles)	22	27	40	26	99
	Gravel (miles)	495	86	6	3	592
	Total	**636**	**223**	**92**	**384**	**1,340**

System Preservation Priorities

The County Transportation Department uses a variety of indicators to prioritize construction and rehabilitation projects. Some of these are:

- Safety
- Preservation of existing pavement
- Availability of funding
- Traffic count
- Cost participation by others
- Project grouping
- Maintenance costs
- Pavement Quality Index
- Economic Development
- Public request

These factors are evaluated on potential projects to arrive with the County 5-year Plan which is reviewed and updated on a yearly basis.

System Evaluation

Every two years Itasca County receives data from MnDOT on pavement quality. This data provides a relative ride and pavement condition rating to all paved State Aid and County Roads. This process provides a basis for potential future construction projects based on the condition of the existing road independent of other factors. The department then evaluates the individual projects as to a recommended type of construction project required to bring the roadway to an acceptable ride.

2023 - 5 Year Plan for Construction Projects

The following worksheets and maps detail the proposed 2023 - 5-year plan. It should be noted that this plan is subject to change based on available funding, project conflicts and engineering workload. Project cost and allotment estimates are preliminary and are used for planning purposes only. The detail sheets contain the following sections:

- 2023 through 2027 Highway Construction Project lists
- 2023 through 2027 Highway Construction Project Maps

Public Involvement

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 14, 2023, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 31, 2023. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online at the Itasca County website under the Transportation Department tab.

Questions or comments can be addressed to:

Karin Grandia
Itasca County Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-2853

Itasca County

2023 - 2027

Proposed Project Schedule for Highway Improvement Projects

Itasca County 5-year Plan

REVISED: 3/30/2023

CONSTRUCTION PROJECTS FOR	2023

Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 407	Rail Road Crossing	—	Crossing Surface Replacement	$50,000			$50,000			23
CR 427	CSAH 67 to CSAH 68	5.0	Bituminous Overlay	$600,000			$600,000			12, 17, 18
CR 432	CSAH 68 to 2.67 miles south	2.7	Bituminous Overlay	$300,000			$300,000			11
CSAH 4	CSAH 29 to TH 6	6.2	Bituminous Overlay	$1,000,000	$1,000,000					67
CSAH 7	TH 38 to Scenic Estates Drive	0.3	Sidewalk & Bit Overlay	$200,000	$200,000					69,70,80
CSAH 7	Scenic Estates Drive to CSAH 75	6.8	Bituminous Rehabilitation	$3,000,000	$800,000			$2,200,000	Federal	69,70,80
CSAH 52 **	CR 340 to CR 342	2.8	Reconstruction	$2,300,000	$2,300,000					71
CSAH 78	CSAH 7 to CR 77	0.7	Bituminous Overlay/Rehab	$200,000		$200,000				80
CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256	8.5	Bituminous Rehabilitation	$1,400,000	$1,400,000					35, 36
CSAH 84	City of Calumet - TH 169 to TH 169	0.2	Bituminous Rehabilitation	$400,000		$400,000				32
CR 336 **	Bridge 7108 & 93290 over the Prairie River	—	Bridge Replacement	$2,600,000			$500,000	$2,100,000	Bridge Bonding	49
CR 238	CSAH 19 to CR 247	2.3	Base & Bituminous/Overlay	$350,000				$350,000	UT B	37
CSAH 18	Rail Road Crossing	—	Crossing Surface Replacement	$40,000	$40,000					
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
** clearing in 2023 - reconstruction work in 2024										
TOTAL				$12,590,000	$5,740,000	$600,000	$1,600,000	$4,650,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2022	$580,000
State Aid Allotment for Year 2023	$5,900,000
Transfer from Municipal Construction	
Engineering	$650,000
State Aid Construction for Year 2023	$5,740,000
State Aid Balance End of 2023	$90,000

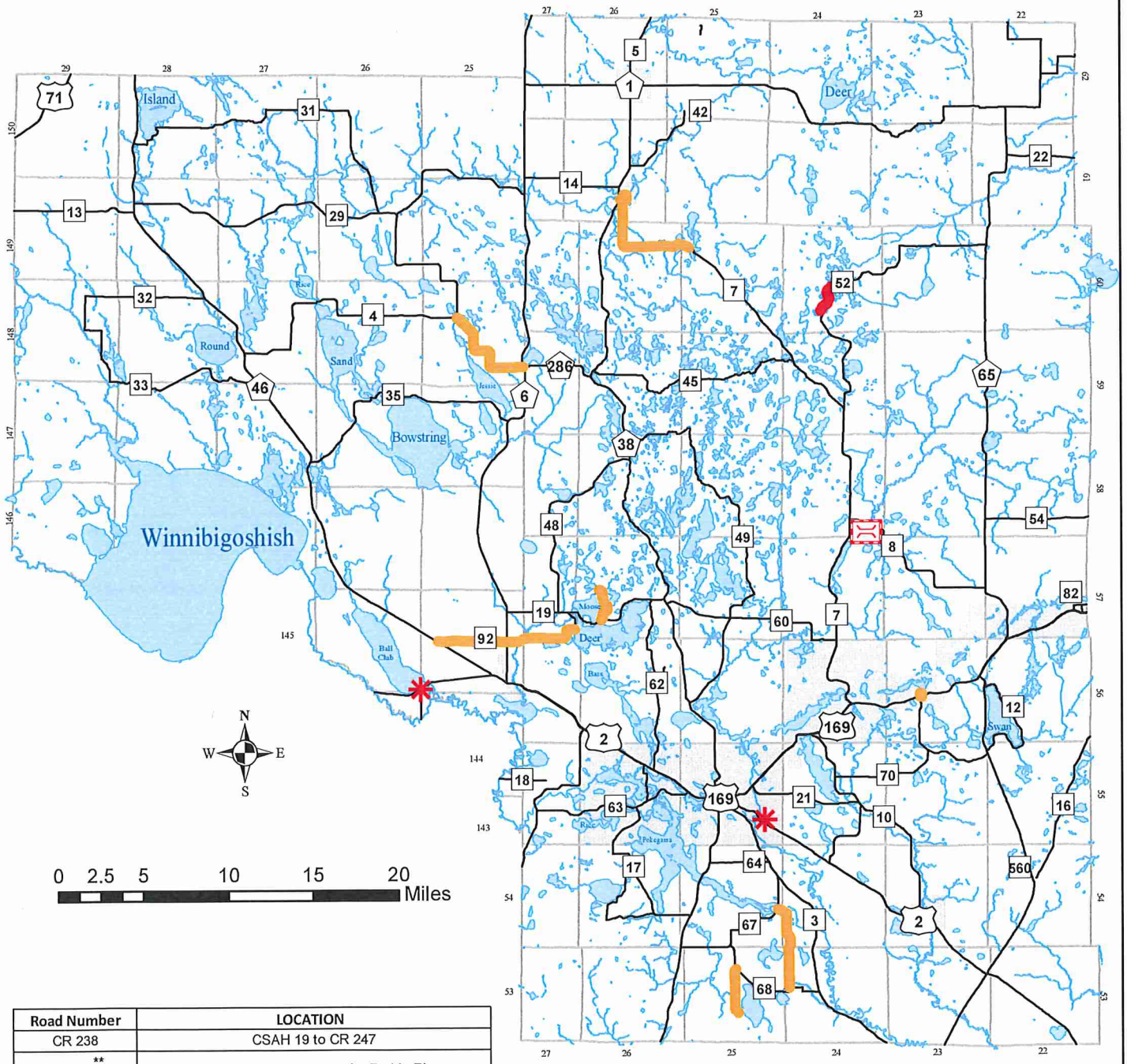
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2022	$60,000
County Preservation Allotment for Year 2023	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2023	$1,600,000
County Preservation Balance End of 2023	-$430,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2022	$0
Municipal State Aid Allotment for Year 2023	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2023	$600,000
Municipal State Aid Balance End of 2023	$200,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2023



Road Number	LOCATION
CR 238	CSAH 19 to CR 247
CR 336 **	Bridge 7108 & 93290 over the Prairie River
CR 407	Rail Road Crossing
CR 427	CSAH 67 to CSAH 68
CR 432	CSAH 68 to 2.67 miles south
CSAH 4	CSAH 29 to TH 6
CSAH 7	TH 38 to Scenic Estates Drive
CSAH 7	Scenic Estates Drive to CSAH 75
CSAH 18	Rail Road Crossing
CSAH 52 **	CR 340 to CR 342
CSAH 78	CSAH 7 to CR 77
CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256
CSAH 84	City of Calumet - TH 169 to TH 169
**	clearing in 2023 - reconstruction work in 2024

2023 Construction Projects

- Bridge Replacement
- Railroad Crossing
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 3/30/2023

		CONSTRUCTION PROJECTS FOR		2024						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 560	TH 65 to TH 65 West Shore	2.0	Bituminous Rehabilitation	$625,000			$625,000			32, 33
CSAH 7 **	CSAH 59 to CSAH 8	4.3	Reconstruction & Paving	$5,300,000	$5,300,000					39, 49
CSAH 61	Coleraine City Limits to Hwy 169	1.60	Bituminous Overlay/Rehab	$400,000		$400,000				31
CSAH 70 **	Bridge 7109 over Swan River	–	Bridge Replacement	$1,000,000	$200,000			$800,000	Federal Aid	24
CSAH 70 **	Bridge 7110 over Swan River	–	Bridge Replacement	$1,200,000	$900,000			$300,000	Bridge Bonding	24
CSAH 81	TH 2 to TH 6 (Deer River)	0.9	Bituminous Overlay	$250,000		$250,000				35
CSAH 61	Bridge 31513 over Prairie River	—	Bridge Replacement	$2,100,000	$100,000			$2,000,000	Federal Aid	30
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
** clearing in 2024 - reconstruction work in 2025										
TOTAL				$11,025,000	$6,500,000	$650,000	$775,000	$3,100,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2023	$90,000
State Aid Allotment for Year 2024	$5,900,000
Transfer from Municipal Construction	
Engineering	$450,000
State Aid Construction for Year 2024	$6,500,000
State Aid Balance End of 2024	-$960,000

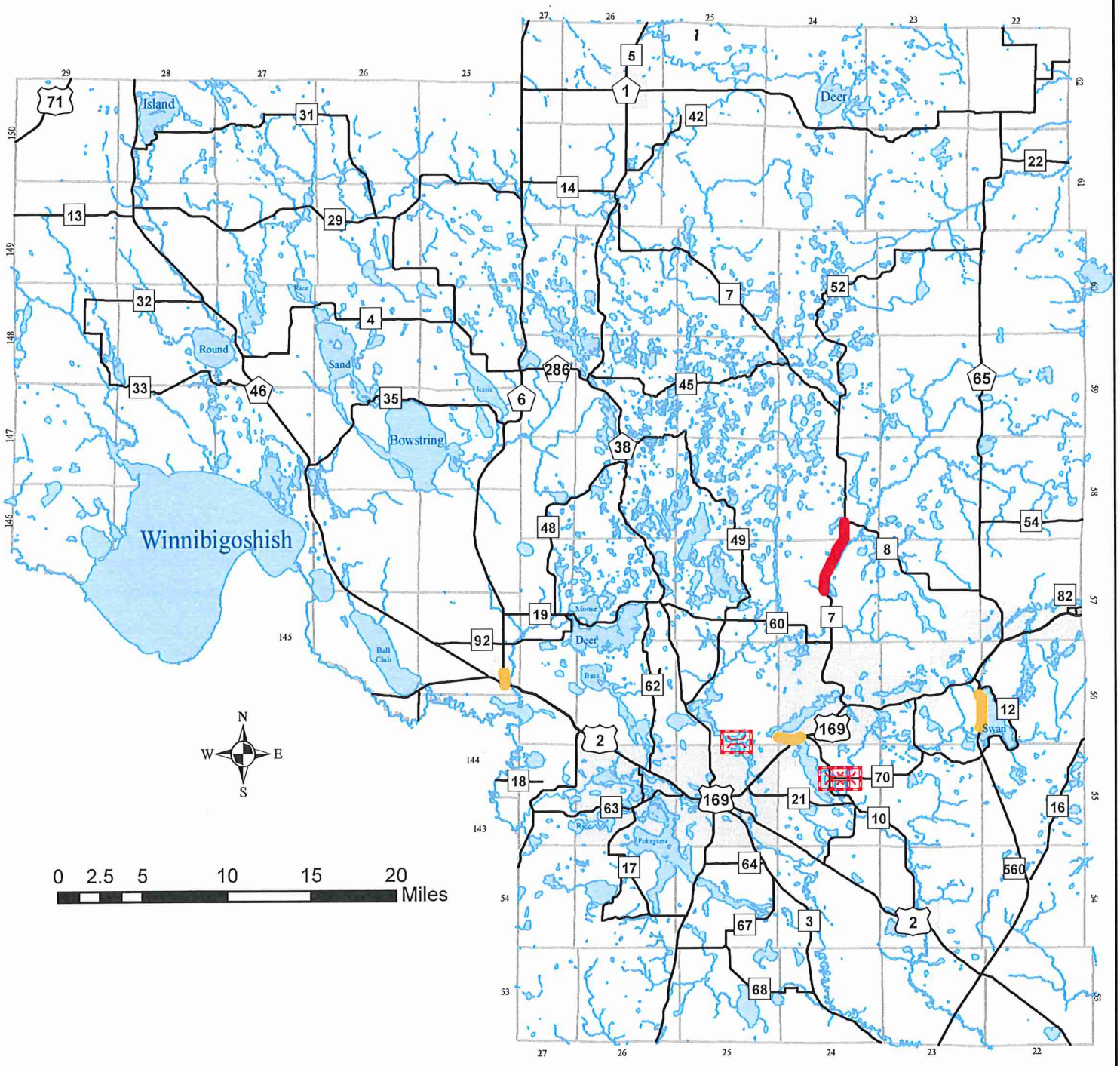
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2023	-$430,000
County Preservation Allotment for Year 2024	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2024	$775,000
County Preservation Balance End of 2024	-$95,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2023	$200,000
Municipal State Aid Allotment for Year 2024	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2024	$650,000
Municipal State Aid Balance End of 2024	$350,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2024



Road Number	LOCATION
CSAH 7 **	CSAH 59 to CSAH 8
CSAH 61	Bridge 31513 over Prairie River
CSAH 61	Coleraine City Limits to Hwy 169
CSAH 70 **	Bridge 7109 over Swan River
CSAH 70 **	Bridge 7110 over Swan River
CSAH 81	TH 2 to TH 6 (Deer River)
CR 560	TH 65 to TH 65 West Shore
**	clearing in 2024 - reconstruction in 2025

2024 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 3/30/2023

		CONSTRUCTION PROJECTS FOR		2025						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 149	Bridge 88201 to TH 46	0.7	Bituminous Overlay	$85,000			$85,000			65
CR 239	CSAH 17 to CSAH 17	4.6	Bituminous Overlay	$600,000			$600,000			16
CR 439	Bridge 7026	—	Bridge Replacement	$650,000			$50,000	$600,000	Bridge Bonding	12
CSAH 68	Bridge 7027 over Split Hand Creek	—	Bridge Replacement	$700,000	$375,000			$325,000	Bridge Bonding	12
CSAH 29	TH 46 to Dora Lake Bridge	10.8	Bituminous Overlay	$1,700,000	$350,000			$1,350,000	Federal	75, 76
CSAH 32	TH 46 to End Pavement	2.2	Bituminous Overlay	$300,000	$300,000					64
CSAH 35	TH 46 to CR 175	10.3	Bituminous Overlay & Rehab	$2,100,000	$2,100,000					54, 55
CSAH 52	CR 342 to Horsehead Lake Trail	4.3	Clear & Grub	$150,000	$150,000					71, 72
CSAH 62	CSAH 63 to Hwy 169	2.4	Bituminous Overlay/Rehab	$650,000		$650,000				22
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64	1.25	Bituminous Rehabilitation	$400,000	$400,000					23
CSAH 24	TH 46 to end of pavement	4.75	Bit Overlay & Culvert Repair	$750,000	$750,000					
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$8,235,000	$4,425,000	$650,000	$885,000	$2,275,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2024	-$960,000
State Aid Allotment for Year 2025	$5,900,000
Transfer from Municipal Construction	
Engineering	$500,000
State Aid Construction for Year 2025	$4,425,000
State Aid Balance End of 2025	$15,000

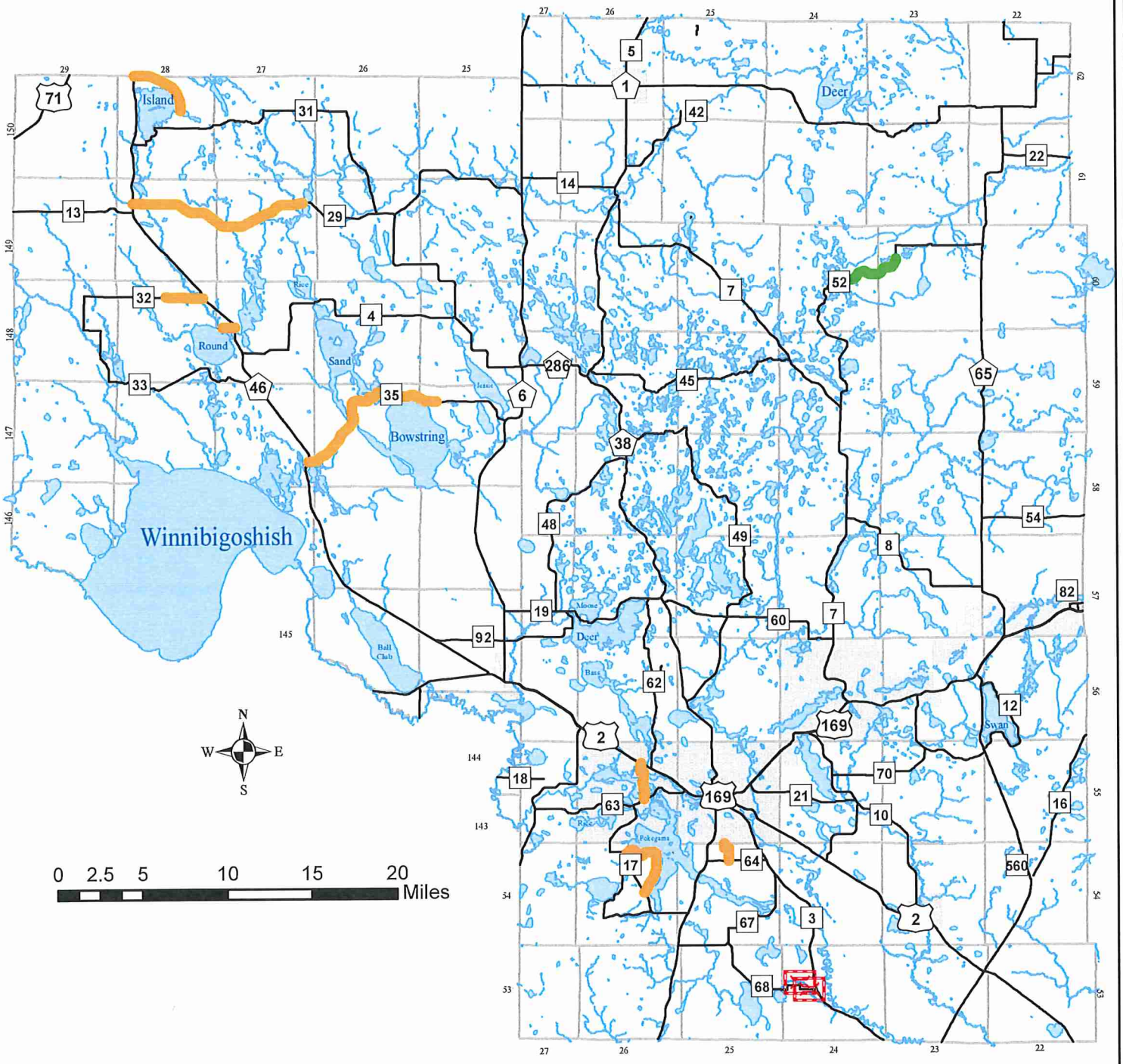
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2024	-$95,000
County Preservation Allotment for Year 2025	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2025	$885,000
County Preservation Balance End of 2025	$130,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2024	$350,000
Municipal State Aid Allotment for Year 2025	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2025	$650,000
Municipal State Aid Balance End of 2025	$500,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2025



Road Number	LOCATION
CSAH 24	TH 46 to end of pavement
CSAH 29	TH 46 to Dora Lake Bridge
CSAH 32	TH 46 to End Pavement
CSAH 35	TH 46 to CR 175
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 62	CSAH 63 to Hwy 169
CSAH 68	Bridge 7027 over Split Hand Creek
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64
CR 149	Bridge 88201 to TH 46
CR 239	CSAH 17 to CSAH 17
CR 439	Bridge 7026

2025 Construction Projects

- Bridge Replacement
- Reconstruction
- Bituminous
- Clearing

Itasca County 5-year Plan

REVISED: 3/30/2023

	CONSTRUCTION PROJECTS FOR		2026							
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 140	Bridge 88193	–	Bridge Replacement	$500,000			$100,000	$400,000	Bridge Bonding	34
CR 533	TH 1 to end of pavement	2.2	Bituminous Overlay	$300,000			$300,000			93
CSAH 17	Bridge 7146	–	Bridge Replacement	$800,000	$400,000			$400,000	Bridge Bonding	16
CSAH 43	TH 38 to Daley Larson Road	1.2	Bituminous Overlay	$175,000	$175,000					68, 69
CSAH 43	Daley Larson Road to Jaynes School Road	0.8	Base & Bituminous	$250,000	$250,000					
CSAH 86	TH 65 to Alley East of 4th St	0.2	Bituminous Rehab & ADA	$150,000		$150,000				41
CSAH 52	CR 342 to Horsehead Lake Trail	4.3	Reconstruction	$3,225,000	$3,225,000					71, 72
CSAH 75	CSAH 7 to park	1.5	Bituminous Overlay	$200,000	$200,000					70
CR 440	CSAH 21 to Hwy 169	2.3	Bituminous Overlay	$300,000			$300,000			23, 24
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$6,050,000	$4,250,000	$150,000	$850,000	$800,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2025	$15,000
State Aid Allotment for Year 2026	$5,900,000
Transfer from Municipal Construction	
Engineering	$250,000
State Aid Construction for Year 2026	$4,250,000
State Aid Balance End of 2026	$1,415,000

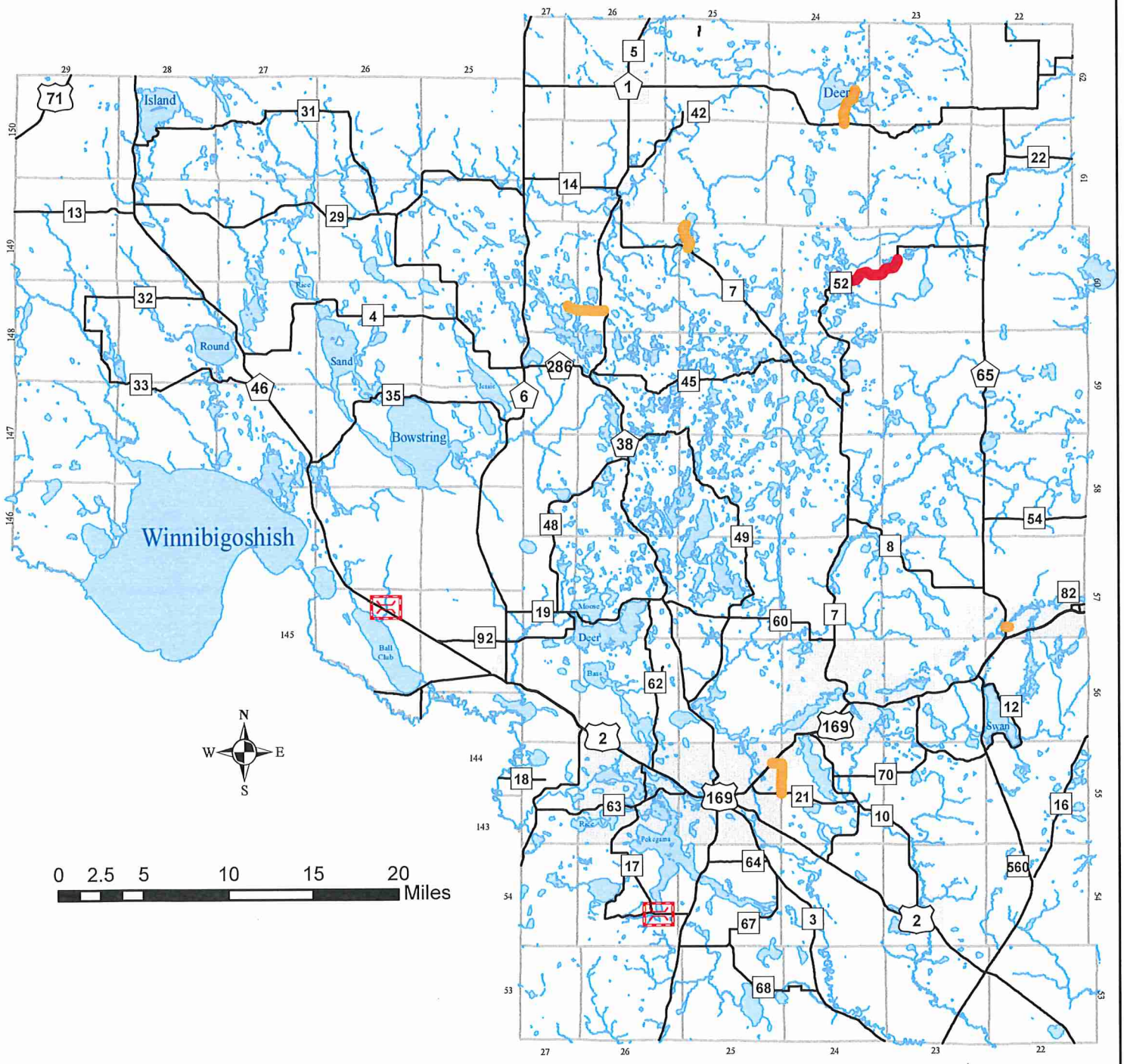
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2025	-$95,000
County Preservation Allotment for Year 2026	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2026	$850,000
County Preservation Balance End of 2026	$165,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2025	$350,000
Municipal State Aid Allotment for Year 2026	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2026	$150,000
Municipal State Aid Balance End of 2026	$1,000,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2026



Road Number	LOCATION
CSAH 17	Bridge 7146
CSAH 43	TH 38 to Daley Larson Road
CSAH 43	Daley Larson Road to Jaynes School Road
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 75	CSAH 7 to park
CSAH 86	TH 65 to Alley East of 4th St
CR 140	Bridge 88193
CR 440	CSAH 21 to Hwy 169
CR 533	TH 1 to end of pavement

2026 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 3/30/2023

		CONSTRUCTION PROJECTS FOR		2027						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 52	CR 340 to TH 65	13.0	Base & Bituminous	$3,900,000	$3,900,000					71 & 72
CSAH 52	CSAH 7 to CR 340	7.3	Bituminous Overlay	$1,000,000	$1,000,000					60 & 71
CSAH 63	CR 257 (east) to Hwy 2	5.2	Bituminous Overlay	$900,000	$180,000			$720,000	Federal	
CSAH 7	Diamond Lake Road to CSAH 59	7.5	Bituminous Overlay	$800,000	$170,000			$630,000	Federal	
CR 340	CSAH 52 to end of pavement	0.35	Bituminous Overlay	$50,000			$50,000			
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19	1.2	Reconstruction	$850,000	$850,000					36
CSAH 67	Jane Lane to Hughes Road	1.5	Reconstruction	$1,000,000	$1,000,000					17
CR 560	TH 65 to TH 65 (Goodland)	2.7	Bituminous Overlay	$350,000			$350,000			20
CSAH 15	TH 169 to end	0.85	Bituminous Rehabilitation & ADA Updgrades	$400,000		$400,000				31
CSAH 80	Bridge 88246	–	Bridge Replacement	$1,000,000		$500,000		$500,000	Bridge Bonding	
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$10,400,000	$7,100,000	$900,000	$550,000	$1,850,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2025	$1,415,000
State Aid Allotment for Year 2026	$5,800,000
Transfer from Municipal Construction	
Engineering	$250,000
State Aid Construction for Year 2026	$7,100,000
State Aid Balance End of 2026	-$135,000

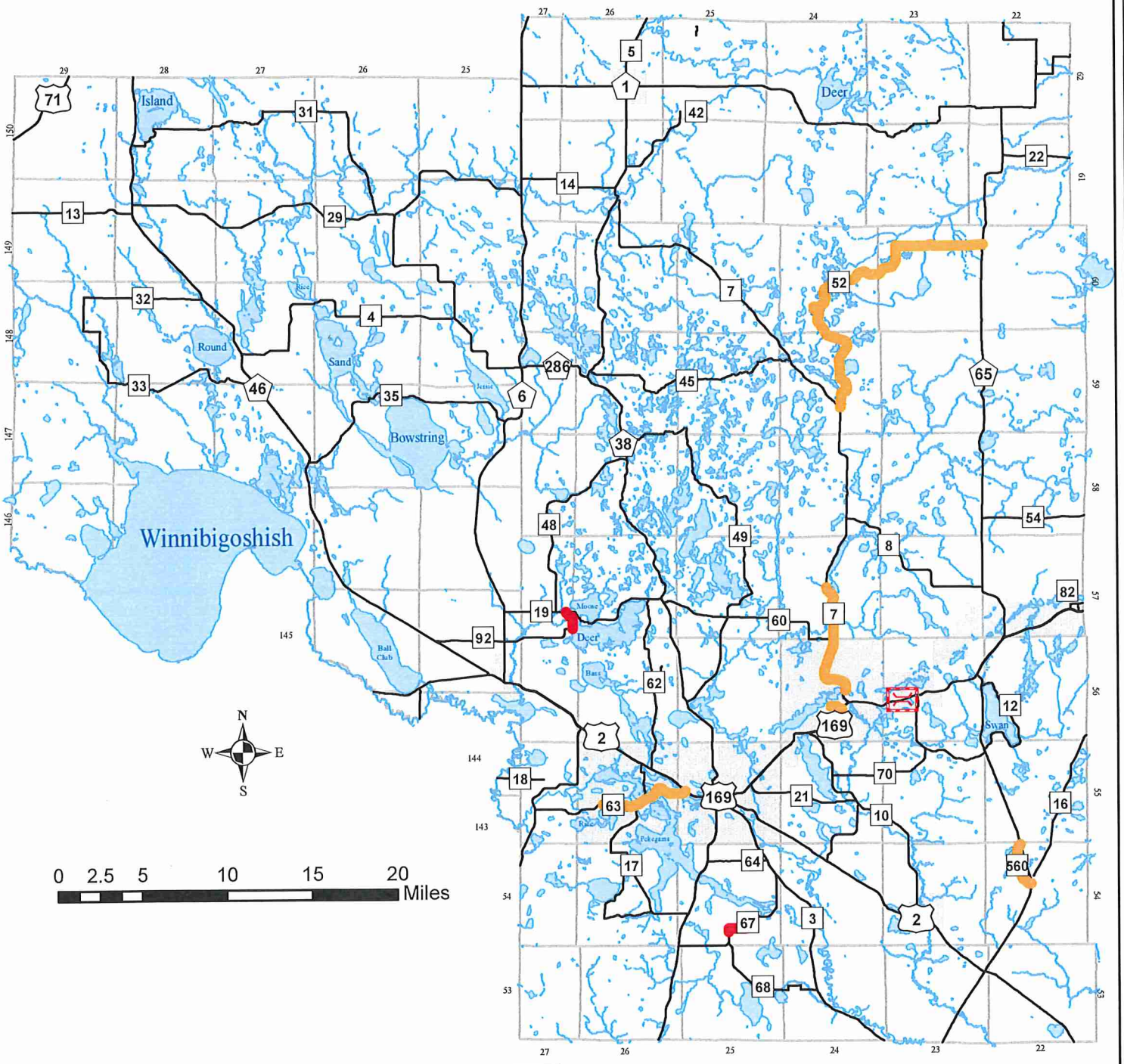
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2025	$165,000
County Preservation Allotment for Year 2026	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2026	$550,000
County Preservation Balance End of 2026	$725,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2025	$1,000,000
Municipal State Aid Allotment for Year 2026	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2026	$900,000
Municipal State Aid Balance End of 2026	$900,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2027

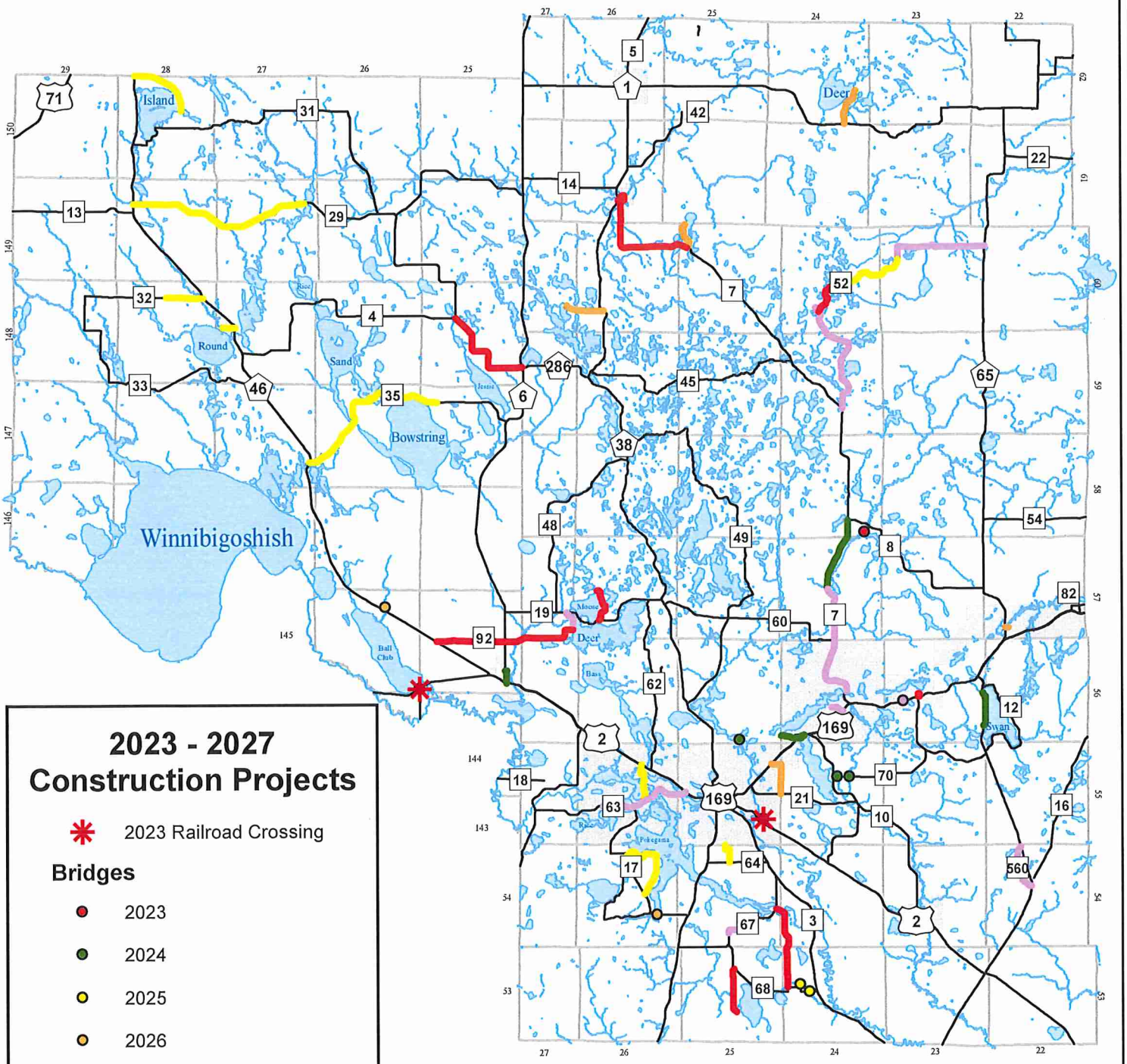


Road Number	LOCATION
CSAH 7	Diamond Lake Road to CSAH 59
CSAH 15	TH 169 to end
CSAH 52	CR 340 to TH 65
CSAH 52	CSAH 7 to CR 340
CSAH 63	CR 257 to Hwy 2
CSAH 67	Jane Lane to Hughes Road
CSAH 80	Bridge 88246
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19
CR 340	CSAH 52 to end of pavement
CR 560	TH 65 to TH 65 (Goodland)

2027 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

ITASCA COUNTY CONSTRUCTION PROJECTS 2023 - 2027



2023 - 2027 Construction Projects

2023 Railroad Crossing

Bridges

- 2023
- 2024
- 2025
- 2026
- 2027

Roads

- 2023
- 2024
- 2025
- 2026
- 2027

N
W E
S

0 2.5 5 10 15 20 Miles

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3002

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 7 Service Agreement - Soils Study, Braun Intertec

BOARD ACTION REQUESTED:
Enter into a Service Agreement with Braun Intertec Corporation for the amount of $28,160.00 and authorize the necessary signatures on the documents.

BACKGROUND:
CSAH 7 from the intersection of TH 169 north 1.3 miles was reconstructed during the summer of 2022. A portion of the new road embankments are in unfavorable soil. The construction plan included supporting the new road with geofoam. Unfortunately, the road is still showing some large amounts of settlement. At this time, we feel it is necessary to gather additional information before determining the appropriate corrective action. Braun will provide soil analysis to determine the best long term solution to stopping any further road settlement.

This is the Standard Service Contract and has previously been through County Attorney review.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CSAH 7 Soils Study Service Contract - unsigned

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ____ day of _____, 20____, by and between the County of Itasca, herein called the "County," and Braun Intertec Corporation, a corporation organized and existing under the laws of the State of Minnesota, herein called the "Vendor."

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from April 11, 2023 to , December 31, 2023, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be **$28,160.00** for the current term.

F.1 INCREASE

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

G.1 PAYMENT

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

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

J.1.6.1 Bodily injury by:

	Limit
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

J.1.7 Professional Liability Insurance

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than $500,000 per claim and $3,000,000 annual aggregate.

J.1.8 Indemnification Clause

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

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

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

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

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

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

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

U.1 EXECUTION

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

Dated this _____ day of _____, _____.

(Vendor Name)

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

EXHIBIT A

Special Condition Supplement

1. **Scope of Services**

A) Perform geotechnical consulting services and soil analysis in Itasca County at the below location :

- CSAH 7 – Approximately ¼ mile north of TH 169

The above portion of CSAH 7 was recently reconstructed in the summer of 2022. The new embankments at the site are in unfavorable soils and have shown settlement since completed. Braun is providing soils analysis to determine the best long term solution to stopping any further road settlement as further described in Exhibit B.

2. Delete Section G.1 Payment, insert the following language. Vendor shall invoice County monthly based on the attached project fee schedule and shall include a detailed breakdown of the time, type and amount of work completed. County shall pay within 30 days of receiving invoice.

3. Delete Section H.1 Guarantee, insert the following language. Other provisions to the contrary notwithstanding, Vendor will perform its services consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality and at the same time.

4. County waives Section I.1 Bond.

5. Delete Section J.1.8.1, insert the following language. Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind to the extent caused by a negligent act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

6. Add to the first sentence of Section N.1 Indemnification, Consistent with the provisions of Section J.1.8, Vendor shall . . ..

7. Vendor will reference in its field observations and sampling to available reference points, but Vendor will not survey, set, or check the accuracy of those points unless it accepts that duty in writing. Locations of field observations or sampling described in Vendor's report or shown on Vendor's sketches are based on information provided by others or estimates made by Vendor's

personnel. County agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. County accepts the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

8. Vendor's duties do not include supervising County's contractors or commenting on, overseeing, or providing the means and methods of their work, unless Vendor accepts such duties in writing. Vendor will not be responsible for the failure of County's contractors to perform in accordance with their undertakings, and the providing of Vendor's services will not relieve others of their responsibilities to County or others.

9. Vendor will provide a health and safety program for its employees, but Vendor will not be responsible for contractor, job, or site health or safety unless it accepts that duty in writing.

10. County will provide, at no cost to Vendor, appropriate site safety measures as to work areas to be observed or inspected by Vendor. Vendor employees are authorized by County to refuse to work under conditions that may be unsafe.

11. County will provide Vendor with prior geotechnical and other reports, specifications, plans, and information to which County has access about the site. County agrees to provide Vendor with all plans, changes in plans, and new information as to site conditions until Vendor completes its work.

12. County agrees to provide Vendor, in a timely manner, with information that County has regarding buried objects at the site. Vendor shall not be responsible for locating buried objects at the site unless it accepts that duty in writing.

13. County will notify Vendor of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to Vendor. County agrees to provide Vendor with information in County's possession or control relating to contamination at the work site. If Vendor observes or suspects the presence of contaminants not anticipated in this Contract, Vendor may terminate its work without liability to County or to others, and Vendor will be paid for the services provided.

14. Neither this Contract nor the providing of services will operate to make Vendor an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. County agrees to hold Vendor harmless and indemnify Vendor from claims related to disclosures made by Vendor that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

15. Monitoring wells are County's property, and County is responsible for the permitting, maintenance, and abandonment unless Vendor accepts that duty in writing.

16. County agrees to make disclosures required by law. In the event County does not own the site, County acknowledges that it is County's duty to inform the owner of the discovery or release of contaminants at the site. County agrees to hold Vendor harmless and indemnify Vendor from claims related to disclosures made by Vendor that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

17. Unless County otherwise requests, Vendor will provide reports in an electronic format.

18. Vendor's reports, notes, calculations, and other documents and Vendor's computer software and data are instruments of Vendor's service to County, and those items remain Vendor's property but are subject to a license to County for use in the project disclosed to Vendor. At County may not transfer Vendor reports to others or use them for a purpose for which they were not prepared without Vendor's written approval. At County's request, Vendor will provide endorsements of Vendor's reports or letters of reliance, but only if the recipients agree to be bound by the terms of this Contract and if Vendor is paid the administrative fee stated in its then current Schedule of Charges.

19. Because electronic documents may be modified intentionally or inadvertently, County agrees that Vendor will not be liable for damages resulting from change in an electronic document occurring after Vendor transmits it to County.

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20. If County does not pay for Vendor's services in full as agreed, Vendor may retain work net yet delivered to County and County agrees to return all Vendor's work that is in County's possession or under its control.

21. Samples and field data remaining after tests are conducted and filed laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be County's property. They may be discarded or returned to County, at Vendor's discretion, unless within 15 days of the report date County gives Vendor written direction to store or transfer the materials at County's expense.

22. Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to County, at Vendor's discretion, unless within 15 days of the report date County gives Vendor written direction to store or transfer the materials at County's expense.

"Exhibit B"

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
3404 15th Avenue East, Suite 9
Hibbing, MN 55746

Phone: 218.263.8869
Fax: 218.263.6700
Web: braunintertec.com

March 27, 2023

Project B2301758

Ms. Rachel Metelak
Itasca County Highway Department
123 NE 4th Street
Grand Rapids, MN 55744

Re: Report of Reconnaissance and Proposal for a Secondary Geotechnical Evaluation
Embankment Failure
CSAH 7 (Scenic Highway) North of US Highway 169
East of Taconite, Minnesota

Dear Ms. Metelak:

Herein please find the results of our March 17, 2023, reconnaissance of the CSAH 7 embankment failure. The goals of our reconnaissance included confirming current field conditions, sharing our findings with Itasca County, learning more about historic embankment performance, maintenance, and repairs, and following up with this report and proposal help develop a stabilization plan.

Reconnaissance

Evidence of failure was consistent with what we anticipated based on our desktop study. Movement is from west to east. Cracks visible in the existing pavement extend to the west (SB) shoulder and impact approximately 400 feet of roadway. The wetland east of the NB lane also appears to have heaved within approximately 50 feet of the NB embankment toe.

Figure 1. View N – Stake Marks Crack in SB Lane (Distress Extends to SB Shoulder), Movement to Right

Plan, profile, and cross section figures you provided show the apparent failure limits coinciding with the highest fill and deepest organic soils. Penetration test borings performed by Twin Ports Testing (TPT) prior to road reconstruction and soundings performed by Itasca County post-failure suggest organic soils extend to depths of 30 or more feet below the existing pavement surface and adjacent, easterly wetland. Considering the height to which the pavement surface rises above the easterly wetland, it appears that the lower boundary of the organic soils also slopes downward across the alignment from west to east.

Failure occurred shortly after the road was raised, widened, and paved. The road was widened to the east on the order of 30 to 40 feet. The minimum grade raise over the original embankment amounted to approximately 3 feet. The maximum grade raise over the easterly wetland was approximately 10 feet. The failure produced a scarp with measurable vertical offset whose location suggests rupture initially occurred along or at least in line with the transition between the original and widened embankments. The limits of distress presumably expanded beyond this transition in response to vertical subsidence and lateral translation of the initial failure.

It also appears that the geofoam incorporated into the project begins tapering in thickness between the approximate midpoint of the failure and its apparent southern limit.

Scope of Services

The following tasks are proposed to help develop a stabilization plan. If unfavorable or unforeseen conditions are encountered during the completion of these tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access

We don't anticipate getting exploration equipment into the easterly wetland. The road, however, is accessible to a truck-mounted core and auger drill.

Traffic Control

We anticipate that drilling from the road will require a lane closure and perhaps flaggers to protect our drill crew and motorists. Because Braun Intertec does not provide them, we ask that Itasca County provide or help us coordinate the procurement of signage and flaggers if necessary. We have not included fees for these services.

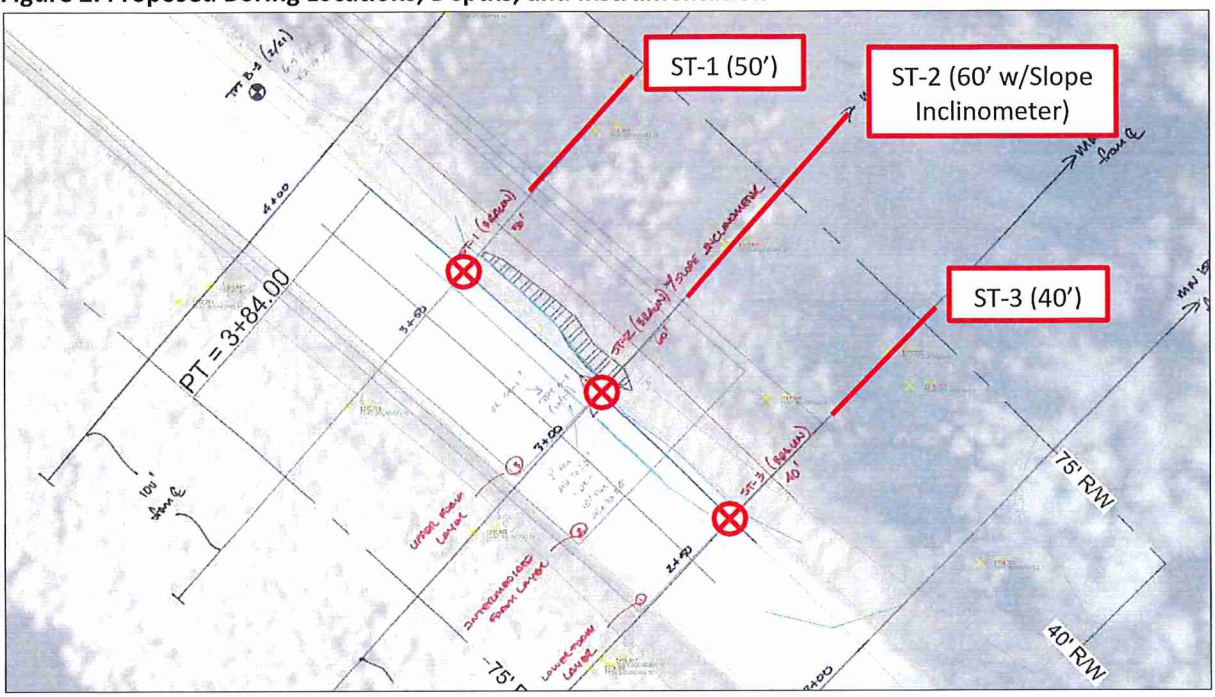
Utility Clearance

Prior to drilling, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill three standard penetration test (SPT) borings at the locations shown in Figure 2. All the borings are located on the NB shoulder – Boring ST-1 at Station 3+50, Boring ST-2 at Station 3+00, and Boring ST-3 at Station 2+50. We request Itasca County's assistance with marking the locations for utility locators and surveying the locations after the borings have been drilled.

Figure 2. Proposed Boring Locations, Depths, and Instrumentation



Due to the presence of "false bottoms" among TPT's borings (two or more organic strata separated by mineral soil, typically sand, which can give the impression that the organic soils are shallower and less impactful to embankment stability), we plan to terminate Boring ST-1 at 50 feet, Boring ST-2 at 60 feet, and Boring ST-3 at 40 feet. Additionally, we propose to install a slope inclinometer casing at Boring ST-2 to confirm where movement is occurring beneath the road.

We propose to obtain standard penetration test samples at 2 1/2-foot vertical intervals through fill and organic soils, and at 5-foot intervals thereafter. We will obtain thin-walled tube samples of the organic soils for laboratory testing.

We will note where groundwater is encountered as our borings are advanced.

Instrumentation Monitoring

A Braun Intertec engineer will obtain slope inclinometer casing orientation data within 48 hours of installation. We have made provisions for that person to return on three additional occasions to obtain additional data that will reveal where ground movement is occurring.

MDH Notification

Our borings will be deeper than 25 feet. The Minnesota Department of Health (MDH) requires us to (1) submit to them by mail a "Sealing Notification Form", and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner(s) or their representative(s) or agent(s), and we need to submit this to the MDH prior to our mobilization to the site.

We have attached a copy of the Sealing Notification Form at the end of this proposal for your signature. The fees for the MDH Sealing Notification and the Sealing Record are included in our cost.

Borehole Abandonment

We will backfill our boreholes with neat cement grout and prepare sealing records for submittal to the MDH. Note that sealing with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to cast auger cuttings onto the embankment downslope from the boreholes. If we cannot cast them as such, we can put them in containers left on site or provide off-site disposal for an additional fee.

We will bituminous-patch Borings ST-1 and ST-3. We propose a flush-mount vault for Boring ST-2 to protect the slope inclinometer casing (we could also install a protected riser, though such installations can be damaged by wayward drivers.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for re-leveling the boreholes long-term.

Our field activities may also impact vegetation and rut the surface to access exploration locations. Restoration of vegetation and turf is not part of our scope of services.

Sample Review and Laboratory Testing

We will return material samples to our laboratory where a geotechnical engineer will visually classify them. To help classify the materials and estimate their engineering properties, we propose to perform:

- 18 Moisture content tests.
- 12 Moisture-density determinations.
- 18 Organic content tests.
- 3 Unconfined compression tests.
- 1 Consolidated-undrained triaxial shear test.

Engineering Analyses

We will use data obtained from our SPT borings, instrumentation, and laboratory tests to model the failure, quantify the influence of potential stabilization options on its stability, and qualify the risk of each underperforming. We anticipate basing our model on a single cross section but request the following cross section data for inspection:

- X,Y coordinates for ground surface at Stations 2+50, 3+00, 3+50, and 4+00.
- Western limit of coordinates 100 feet from current centerline.
- Eastern limit of coordinates 150 feet from current centerline.
- X coordinates for mapped cracks where they intersect each cross section.

Potential stabilization options include structural retention, more aggressive unloading, reinforcement, and counter-balancing. Post-stabilization deformation will be evaluated in addition to factors of safety.

Report
We will prepare a report including:

- Sketches showing project details, exploration locations, and analyzed cross sections.
- Logs of our SPT borings.
- Instrumentation data.
- A summary of subsurface geologic conditions.
- A summary of our laboratory test results.
- The results of our analyses.
- Recommendations for one or more practicable stabilization alternatives.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Mobilization – April 2023.
- Exploration and Instrumentation Installation – Two days on site.
- Classification and Laboratory Testing – One to four weeks, depending on the tests performed.
- Preliminary Results – Two weeks following exploration and instrumentation installation.
- Report Submittal – Two to four weeks after discussion of preliminary results.

We will confirm our drilling schedule upon authorization so that Itasca County can coordinate signage and flagging support for the drilling.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for an estimated fee of **$28,160**. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3004

DEPARTMENT: Land Department
PRESENTER: Michael Gibbons

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Barwise Lake Forest Access Road - Culvert Replacement

BOARD ACTION REQUESTED:
Award Culvert Replacement project to William J. Schwartz & Sons, Inc., in the amount of $48,800 to be paid by Conservation Partners Legacy reimbursement grant, and authorize necessary signatures.

BACKGROUND:
The County Board authorized the Land Department to apply and accept a Conservation Partners Legacy Grant back on October 12, 2021. (RBA-2021-1819)
Quotes have been advertised and solicited, four (4) quotes received;
1) William J. Schwartz & Sons, Inc. $48,800.00
2) Casper Construction, Inc. $49,804.00
3) Northwoods Excavating $54,000.00
4) TNT Construction Group LLC. $54,800.00

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. RBA-2021-1819
2. Barwise LK RD Contract_CTYBRD

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

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

Tuesday, October 12, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1819

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

AGENDA ITEM:
Conservation Partners Legacy Grant for Barwise Lake Road

BOARD ACTION REQUESTED:
Approve application for Conservation Partners Legacy Grant in the amount of $72,500.00 for the Barwise Lake Road project, authorize acceptance of the grant and necessary signatures if awarded.

BACKGROUND:
This grant application is for a cooperative project with the Itasca County Land Department providing project management, Itasca County Transportation Department providing engineering, survey and road design, and Minnesota DNR Ecological and Water Resources and Fish and Wildlife Divisions providing stream geomorphic surveys and culvert design. The proposed project will replace a degrading and undersized perched culvert with two new large culverts set at natural stream profile that matches normal stream bankful width and restores the stream connection between Marble and Buckman Lakes with Balsam Lake.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Barwise Lake Road Project_CPL Grant_Plan_Form
2. Engineer Office Final Project Estimates
3. Balsam_Creek_Maps_Photos_Profiles
4. Balsam Creek_PublicWatersProjectForm_Reed
5. Balsam Creek LM-Approval Baird

10/05/2021

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 10/12/2021 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder

SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **11th day of April 2023**, by and between the County of Itasca, herein called the "County," and **William J, Schwartz & Sons, Inc.**, a corporation organized and existing under the laws of the State of Minnesota, located at **34882 Scenic Hwy, Bovey, MN 55709**, herein called the "Vendor."

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **August 20 through September 30, 2023,** inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be **$48,800.00** for the current term.

F.1 INCREASE

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

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, payments of **$48,800.00**, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

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

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than $500,000 per claim and $3,000,000 annual aggregate.(These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

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

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

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

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted

pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

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

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

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

U.1 EXECUTION

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

Dated this _____ day of _____, _____.

William J. Schwartz & Sons, Inc.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

By: _____
Its_____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

EXHIBIT A
SPECIAL CONDITIONS SUPPLEMENT

PROJECT DESCRITION

Itasca County is replacing a culvert on Barwise Lake Forest Access Road where the road intersects Balsam Creek. Currently culvert that is in place will need to be removed and disposed. Two (2) new culverts to be installed; - 84" X 44 feet and - 96" X 44 feet aluminized pipe culvert.

Quotes are due March 29, 2023 by Noon at the Itasca County Land Department office, 1177 LaPrairie Av, Grand Rapids, MN.

PROJECT LOCATION

Itasca County tax forfeit property located in NENE, Section 31, Township 59 North, Range 25 West. (PID# 55-031-1000) See **Exhibit C- Map**

STARTING AND COMPLETION DATES

- Itasca County requires at least **FIVE-DAY** day notice of intent to start.
- Start-up may proceed after August 20, 2023, with contract signed, and certificate of liability insurance on file with Itasca County.
- Completion by September 29, 2023.

VENDOR RESPONSIBILITIES

- Vendor shall contact the County Five-days before moving any equipment or personnel on site to begin work and schedule a pre-work meeting.
- Vendor shall contact MN DNR Area Hydrologist Rian Reed at least Five-days prior to start-up. 218-328-8815. DNR is interested in dewatering strategy.
- Vendor Shall coordinate with Transportation Survey Crew for project staking.
- Vendor shall follow MN Public Waters Permit as issued. #2023-0018; **Exhibit D**
- Vendor is responsible to contact Call Before You Dig #811 and provide ticket upon request.
- Vendor is required to complete a State of Minnesota, Landowner Statement and Contractor Responsibility Form for work in wetlands or public waters. **Exhibit E**
- Vendor is responsible for dewatering in a safe and responsible manner.
- Vendor shall remove current culvert and dispose of in a proper manner.
- Vendor shall follow engineering plan as drafted and any alterations must be pre-approved by County. **Exhibit F**– Engineering Plans
- Vendor shall be responsible pick-up culverts from Itasca County.
- Vendor will accept responsibility regarding protecting the site and adjacent property from damage as a result of culvert replacement.
- Vendor shall sign both sides of the project with "Road Closed" signage.
- Vendor shall not leave site in an unsafe manner overnight.
- Vendor shall provide all necessary equipment required to perform work including safety equipment for the vendor's employees, required to safely perform work.
- Vendor agrees to hire, supervise, pay, provide transportation and have required insurance for all subcontractors and employees.
- Vendor responsible for erosion control and standard practices used.

- Vendor shall follow Minnesota Statutes *177.41 to 177.44*, and corresponding MN Rules *5200.1000 to 5200.1120*, this contract is subject to the prevailing wages as established by MN Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under this contract. Failure to comply with aforementioned may result in civil or criminal penalties.
- Vendor shall diligently prosecute the work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in these specifications. Vendor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean.
- Vendor shall at all times coordinate its work and cooperate with the County.
- Vendor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Vendor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.

INSPECTION AND PENALTIES

- The Vendor shall contact the County before moving off site. If Vendor moves off site before a final inspection is completed, they may be required to come back to the site for additional work without compensation and payment will be held until requested work is completed.
- Burning of any materials, trees, or brush on site is strictly prohibited and may result in fines from local authorities.
- The Vendor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their quote and another quote required to complete the work. Associated fees required to re-quote the work will be included with liquidated damages.

COUNTY RESPONSIBILITIES

- Provide engineering plans for the project.
- Provide aluminized pipe culverts for project. 84” & 96” X 44 feet long.
- Provide Survey and staking for culvert project.
- Provide access to the site for equipment and personnel.
- Provide assistance when needed to answer questions.

- Acquire all wetland and public waters permits as necessary.
- Contact private landowners located at the end of this road for notifications of road closure.

COUNTY'S RIGHTS

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Vendor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract.
County shall have the right to order changes in the work at any time. Vendor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, Vendor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind damage.

QUESTIONS

General questions to Michael Gibbons at the Land Department office. (218) 327-7357. Questions specific to the engineering plans should be directed to Rachel Metelak, Itasca County Transportation Engineer (218) 327-0685

PAYMENT

Payment to Vendor will be made based on invoice submitted for completed work at the contract price, which shall be payment in full for all labor, equipment, and materials required to satisfactory complete work describe herein.

Payments made by County are subject to the normal County billing process and cut-off dates. Payments may take up to thirty (30) days after submittal.

EXHIBIT B
PROJECT QUOTE FORM
BARWISE LAKE FOREST ACCESS ROAD PROJECT
ITASCA COUNTY LAND DEPARTMENT, GRAND RAPIDS, MN

Upon review of Service Contract, associated exhibits and in particular engineering plans for the culvert replacement project provide a total project cost submission.

Total Project Quote $ 48,800.00

Company Name Wm. J. Schwartz & Son, Inc.

Contact Name Bob Schwartz

Company Address 34882 Scenic Hwy, Bovey, MN 55709

Phone Number & E-Mail 218-245-2165 / bob@schwartzrmex.com

Signature & Date Bob Schwartz 3-28-23

This form must be completed and returned in a sealed envelope plainly marked:

"Culvert Project – 2023"

Quotes are due Wednesday, March 29, 2023, by Noon at the Itasca County Land Department office, 1177 LaPrairie Av, Grand Rapids, MN 55744.

Itasca County reserves the right to accept or reject all quotes, if it is in the best interest of the County to do so.

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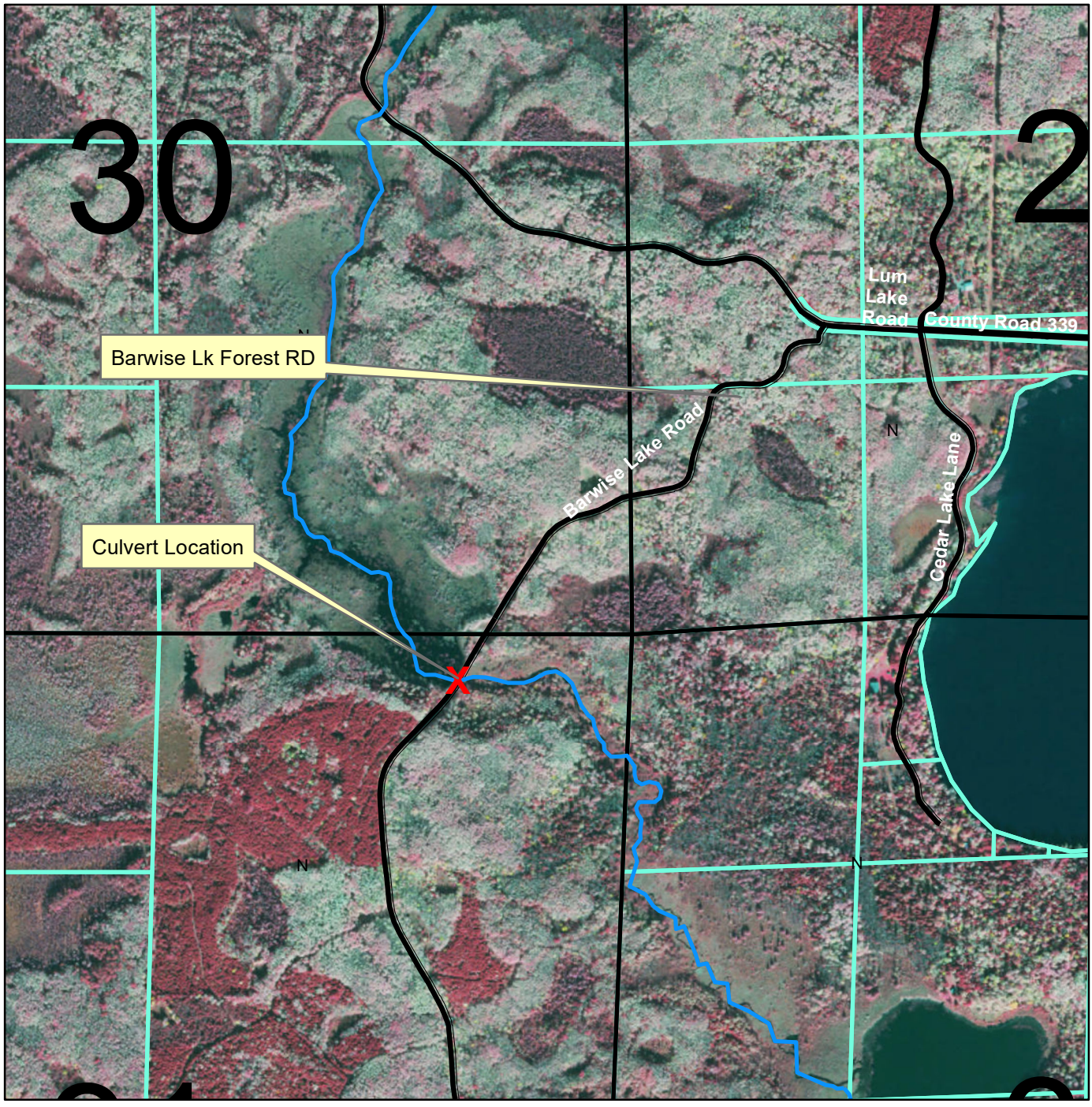
EXHIBIT C

BARWISE LAKE FOREST ACCESS ROAD CULVERT PROJECT - 2023



Legend

Parcel Layer

Rivers

N
W E
S

0 500 1,000 2,000 Feet

DEPARTMENT OF NATURAL RESOURCES

MNDNR PERMITTING AND REPORTING SYSTEM

Permit Number

2023-0018

Public Waters Work Permit

EXHIBIT D

Expiration Date: 02/23/2028

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:	**County:**	**Watershed:**	**Resource:**
Balsam Creek Project	Itasca	Mississippi River - Grand Rapids	Stream/River: Balsam Creek (M-135-015)

Purpose of Permit:	**Authorized Action:**
Culvert Construction/Modification/Replacement	Replace existing culvert with two 44 foot long by 84" and 96" pc-cs pipes following construction plans.

Permittee:	**Authorized Agent:**
ITASCA COUNTY LAND DEPARTMENT CONTACT: GIBBONS, MICHAEL, (218) 327-7357 1177 LAPRAIRIE AVENUE GRAND RAPIDS, MN 55744 (218) 327-2855	N/A

Property Description (*land owned or leased or where work will be conducted*):

UTM zone 15N, 467624m east, 5267168m north,
NENE of Section 31, T59N, R24W

Issued Date: 02/24/2023	**Effective Date:** 02/24/2023	**Expiration Date:** 02/23/2028

Authorized Issuer:	**Title:**	**Email Address:**	**Phone Number:**
Rian Reed	Area Hydrologist	rian.reed@state.mn.us	218-328-8815

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

APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS: The permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

NOT ASSIGNABLE: This permit is not assignable by the permittee except with the written consent of the Commissioner of Natural Resources.

NO CHANGES: The permittee shall make no changes, without written permission or amendment previously obtained from the Commissioner of Natural Resources, in the dimensions, capacity or location of any items of work authorized hereunder.

SITE ACCESS: The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.

TERMINATION: This permit may be terminated by the Commissioner of Natural Resources at any time deemed necessary for the conservation of water resources of the state, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.

COMPLETION DATE: Construction work authorized under this permit shall be completed on or before the date specified above. The permittee may request an extension of the time to complete the project by submitting a written request,

CONDITIONS continued on next page...

CONDITIONS (*Continued from previous page*)

stating the reason thereof, to the Commissioner of Natural Resources.

WRITTEN CONSENT: In all cases where the permittee by performing the work 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, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

PERMISSIVE ONLY / NO LIABILITY: This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents or employees, officially or personally, 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 or any of its agents, employees, or contractors. 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, its agents, employees, or contractors, 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, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

EXTENSION OF PUBLIC WATERS: Any extension of the surface of public waters from work authorized by this permit shall become public waters and left open and unobstructed for use by the public.

WETLAND CONSERVATION ACT: Where the work authorized by this permit involves the draining or filling of wetlands not subject to DNR regulations, the permittee shall not initiate any work under this permit until the permittee has obtained official approval from the responsible local government unit as required by the Minnesota Wetland Conservation Act.

CONTRACTOR RESPONSIBILITY: The permittee shall ensure the contractor has received and thoroughly understands all conditions of this permit. Contractors must obtain a signed statement from the property owner stating that permits required for work have been obtained or that a permit is not required, and mail a copy of the statement to the regional DNR Enforcement office where the proposed work is located. The Landowner Statement and Contractor Responsibility Form can be found at: https://bwsr.state.mn.us/sites/default/files/2019-01/Wetland_WCA_Contractor_Responsibility_Form.doc

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.

EROSION AND SEDIMENT CONTROL: In all cases, methods that have been determined to be the most effective and practical means of preventing or reducing sediment from leaving the worksite shall be installed in areas that slope to the water and on worksite areas that have the potential for direct discharge due to pumping or draining of areas from within the worksite (e.g., coffer dams, temporary ponds, stormwater inlets). These methods, such as mulches, erosion control blankets, temporary coverings, silt fence, silt curtains or barriers, vegetation preservation, redundant methods, isolation of flow, or other engineering practices, shall be installed concurrently or within 24 hours after the start of the project, and will be maintained for the duration of the project in order to prevent sediment from leaving the worksite. DNR requirements may be waived in writing by the authorized DNR staff based on site conditions, expected weather conditions, or project completion timelines.

EROSION AND SEDIMENT CONTROL - SILT CURTAIN: Any work below the water level shall be encircled by a flotation sediment curtain to prevent sediment from being transported beyond the construction site. An example of an appropriately constructed silt curtain is illustrated in Chapter 6.32 Treatment Measures: Flotation Silt Curtains, found in the document Protecting Water Quality in Urban Areas (2000), at www.pca.state.mn.us/index.php/view-document.html?gid=7157. Curtain should be held close to shoreline, encircling the work area, and not interfere with main flows in channels. The barrier shall be removed upon completion of the work after the silt has settled.

EXCAVATED MATERIALS - FLOODPLAIN CONCERN: Excavated material shall not be permanently placed within community designated floodplain areas or shoreland areas, unless all necessary local permits and approvals have been obtained.

CONDITIONS continued on next page...

CONDITIONS (*Continued from previous page*)

FISHERY PROTECTION - EXCLUSION DATES: No activity affecting the bed of the protected water may be conducted between April 1 and June 30, to minimize impacts on fish spawning and migration. If work during this time is essential, it shall be done only upon written approval of the Area Fisheries Manager. See contact list at: http://files.dnr.state.mn.us/fisheries/management/dnr_fisheries_managers.pdf. Should work begin elsewhere in the project area within these dates, all exposed soils that are within 200 feet of Public Waters and drain to those waters must complete erosion control measures within 24 hours of its disturbance to prevent sediment from entering Public Waters.

MAINTENANCE: Maintenance of this project to originally authorized conditions may be authorized by amendment to this permit.

EXCAVATED MATERIALS - RUNOFF CONCERN: Excavated materials must be deposited or stored in an upland area, in a manner where the materials will not be redeposited into the public water by reasonably expected high water or runoff. Departure from any previously approved spoil disposal plans may be allowed only through permit amendment.

---

cc: Cliff Bentley, EWR District Manager
Thomas Sutherland, Conservation Officers, Grand Rapids #2
Brian Holt, Conservation Officers, Grand Rapids #1
Matt Johnson, BWSR Wetland Specialists, Itasca
Andrew Herberg, DNR Regional Nongame Specialists, Region 2
Gaea Crozier, DNR Regional Nongame Specialists, Region 2
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
Corps of Engineers, Corps of Engineers, Itasca
Andy Arens, SWCD, Itasca SWCD

DEPARTMENT OF NATURAL RESOURCES

EXHIBIT E

BOARD OF WATER AND SOIL RESOURCES

Landowner Statement and Contractor Responsibility
For Work in Wetlands or Public Waters

MN Statutes Sections 103G.2212 and 103G.241 stipulate that an agent or employee of another may not:

1) drain, excavate, or fill a wetland, wholly or partially; or
2) construct, reconstruct, remove, or make any change in any reservoir, dam, or the course, current, or cross-section of any public water;

unless the agent or employee has obtained a signed statement from the property owner stating that any permit or wetland replacement plan required for the work has been obtained, or that a permit or replacement plan is not required; **AND** this statement is mailed to the appropriate office with jurisdiction over the wetland or public water prior to initiating the work (see next page for information on where to send this notification).

This form is a notification only and is not an application or authorization for any activities described in it.

1. PROJECT INFORMATION

Project will affect (check all that apply):

☒ Lake, Watercourse, or Public Waters Wetland ☐ Non-Public Waters Wetland ☐ Wetland of Unknown Jurisdiction

Address or description of project location (attach map if necessary):

Legal address **NENE, Section 31, Township 59 N, Range 24 W**						
County **Itasca**	Gov't Lot(s)	Quarter Section(s) **NENE**	Section(s) **31**	Township(s) **59**	Range(s) **24**	Lot, Block, Subd.

Description of proposed work (include sketch and/or attach additional pages if needed):

Replacing old culvert with two (2) new culverts at the intersection of Balsam Creek and Barwise Lake Forest Access Road.

2. LANDOWNER STATEMENT

I certify that, as the owner of the property listed on this form (check one):

☒ I have obtained all permits or approvals required to perform the work described above.
☐ No permits or approvals are required for this work.

Property Owner (Print Name) **Itasca County Land Department**	Address **1177 LaPrairie Av, Grand Rapids, MN 55744**	
Signature	Date	Phone Number and E-mail Address (Optional) **218-327-7357**

3. CONTRACTOR VERIFICATION

By signing below, I verify that I have received a signed copy of this form and will be performing the indicated work as described above.

Company and Individual Performing Proposed Work (Print)	Address	
Signature	Date	Phone Number and E-mail Address (Optional)

Note: The contractor is responsible for ensuring this form is mailed to the appropriate office when complete.

This statement is invalid if any of the above information is not supplied or is inaccurate. Work in violation of this notification requirement is a separate and independent offense from other violations of Minnesota Statutes chapter § 103G and is a misdemeanor punishable by fines up to $1,000 and/or 90 days in jail. The State Department of Natural Resources (DNR) Commissioner also has the authority to require restoration of any work done without the necessary permits or approvals or work that is beyond what was authorized.

4. INFORMATION AND RESOURCES

A Wetland Conservation Act (WCA) replacement plan is required for any wetland draining, excavation, or filling activity that is not exempt under Minnesota Rules Chapter 8420.0420. A DNR Waters permit is required for any work in public waters.

National wetland inventory maps are available for review at the County Soil and Water Conservation District (SWCD) office and online at http://www.fws.gov/wetlands/Data/Mapper.html. Many wetlands are not identified on the maps but are still restricted from draining, excavating, or filling. If you are unsure the proposed work will affect a wetland, contact your local government unit (LGU) or SWCD for assistance.

Public Waters of the State of Minnesota include the channel to the top of the channel bank for watercourses and the basin from the ordinary high water level waterward for public waters (i.e. lakes) and public waters wetlands. Public waters inventory maps are available for review at the County Auditor's office, DNR Division of Waters regional offices, and online at http://www.dnr.state.mn.us/waters/watermgmt_section/pwi/download.html.

General information about public waters, wetlands, and related regulations are available on the DNR website at http://mndnr.gov and the MN Board of Water and Soil Resources (BWSR) website at http://www.bwsr.state.mn.us.

5. WHERE TO SEND THIS NOTIFICATION

- For work in public waters (lake, watercourse, or public waters wetland), send this completed form to the DNR Regional Enforcement Office serving the project's area. See below for DNR regional office information. A map of DNR regions can be found on the DNR website at: http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf
- For work in any wetland that is not a public waters wetland, send this completed form to the WCA LGU with jurisdiction over the project area. The LGU is usually the County or SWCD, except in urban areas the City is often the LGU. Contact any of these local governments or BWSR for assistance. BWSR also maintains a list of LGUs on its website at: http://www.bwsr.state.mn.us/directories/WCA.pdf.
- If it is not known if the wetland is a public waters wetland, send the completed form to both the DNR Regional Enforcement Office and the WCA LGU.

Department of Natural Resources Regional Offices

Northwest Region:	Northeast Region:	Central Region:	Southern Region:
2115 Birchmont Beach Rd. NE Bemidji, MN 56601 Phone: 218-308-2700	1201 E. Hwy. 2 Grand Rapids, MN 55744 Phone: 218-327-4455	1200 Warner Road St. Paul, MN 55106 Phone: 651-259-5800	21371 State Highway 15 New Ulm, MN 56073 Phone: 507-359-6000

Keep a copy of this form for your records!

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3006

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
2023 Annual County Boat & Water Safety Grant Agreement

BOARD ACTION REQUESTED:
Accept the 2023 Minnesota Annual County Boat and Water Safety Grant Agreement between the State of Minnesota and Itasca County and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign the agreement and conflict of interest disclosure form.

BACKGROUND:
This is an annual agreement with the state which supplements our boat and water budget. The grant will compensate up to $26,940 for boat and water safety activities during the term of the grant. Please see the attached documentation.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Conflict of Interest
2. 2023 SBG - Exhibit B
3. 2023 State B&W Safety Grant Agreement
4. 2023 SBG Exhibit A (002)

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

DEPARTMENT OF NATURAL RESOURCES

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

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

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member,* business, or organization with which they are involved.

Organizational Conflict of Interest

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

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2023 State Boat Grant

Legal Citation: Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS

2023 BOAT & WATER SAFETY STATE GRANT PROGRAM

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) – Submit **one** reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send **one** (1) completed officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than $5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

DEPARTMENT OF NATURAL RESOURCES

2023 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract# 226058 **PO#** 3-226720

State Accounting Information:

Dept. ID	PC Bus. Unit	Fiscal Year	Source Type	Vendor Number
R29	R2901	2023	State	0000197296-001

Total Amount	Project ID	Billing Location	UEI
$26940	R29CG70CBLA21	R297000221	NHLFNZ9GKFA8

Accounting Distribution:

Fund	Fin. Dept. ID	Appropriation ID	Category	Account	Activity
2100	R2937714	R297400	84101501	441302	A7CG002

Grant Begin Date	Grant End Date
January 1, 2023	June 30, 2024

Grantee Name and Address:
Itasca County Sheriff's Office
440 NE First Avenue
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)
Itasca Co. Treasurer
123 NE 4th St.
Grand Rapids, MN

2023 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Itasca County Sheriff's Office, 440 NE First Avenue, Grand Rapids, MN 55744, (NHLFNZ9GKFA8) ("Grantee"). The payment address for this grant contract agreement is Itasca Co. Treasurer, 123 NE 4th St., Grand Rapids, MN.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date*:** January 1, 2023 or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2023 grant expenditures incurred back to effective date. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.

1.2 ***Expiration date:*** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.

1.3 ***Survival of Terms*.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management polies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

4.1 ***Consideration***. The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) ***Compensation.*** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to twenty-six thousand nine hundred forty dollars ($26,940).

(b) ***Total Obligation*.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed twenty-six thousand nine hundred forty dollars ($26,940).

(c) *Match: Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

4.2 ***Payment***

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit **one** invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 Contracting and Bidding Requirements

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

(a) For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp

(c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

5 Conditions of Payment

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

6 Authorized Representative

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

The Grantee's Authorized Representative is Sheriff Joe Dasovich, Itasca County Sheriff's Office, 440 NE First Avenue, Grand Rapids, MN 55744. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 ***Amendments.*** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

7.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

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

If the grantee expends $750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is $750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property

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

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

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

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

(a) It does not obtain funding from the Minnesota Legislature.

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

15 Data Disclosure

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

16 American Disabilities Act

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

17 Non-Discrimination Requirements

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

(e) Any other applicable non-discrimination law(s).

18 Invasive Species Prevention

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

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

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

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

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

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

20 Whistleblower Protection Rights

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

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

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

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

Attachments:

_____A. State Boat Grant Contract Agreement
_____B. Exhibit A
_____C. Exhibit B
_____D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Pamela D. Brisson Digitally signed by Pamela D. Brisson Date: 2023.03.21 12:11:34 -05'00'

SWIFT Contract # 226058

Purchase Order # 3-226720

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

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

By: _____

Title: _____

Date: _____

Distribution:
1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: _____

Title: _____

Date: _____

COUNTY BOAT AND WATER SAFETY GRANT **Exhibit A**

2023 BUDGET SPENDING PLAN

(January 1, 2023 - June 30, 2024)

MN DNR - Enforcement Division
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
E-mail: kelly.affeldt@state.mn.us
Kelly Affeldt phone #: 651-259-5361

Itasca
County

Deputy Mike Partlow
Contact Name

218.244.1120
Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time	1.0	$ 112,129.00	$ 26,940.00	$ 139,069.00
Seasonal				$ -
GROUP I SUBTOTALS	**1.0**	**$ 112,129.00**	**$ 26,940.00**	**$ 139,069.00**

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
DESCRIPTION -- (Itemize)	County	State	
MEALS & LODGING	$ 500.00		$ 500.00
VHECLE LIABILITY/INS	$ 3,500.00		$ 3,500.00
OFFICE SUPPLIE	$ 500.00		$ 500.00
FIELD FUPPLIES	$ 10,000.00		$ 10,000.00
MOTOR/FUEL/OIL	$ 5,000.00		$ 5,000.00
VEHCLE EXPENSE	$ 800.00		$ 800.00
			$ -
			$ -
			$ -
			$ -
			$ -
GROUP II SUBTOTALS	**$ 20,300.00**	**$ -**	**$ 20,300.00**

GROUP III - EQUIPMENT	Amount		TOTAL
DESCRIPTION -- (Itemize)	County	State	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
GROUP III SUBTOTALS	**$ -**	**$ -**	**$ -**

2023 STATE GRANT TOTAL	**$ 132,429.00**	**$ 26,940.00**	**$ 159,369.00**

*The total in the "state" column must add up to the amount listed on the agreement. Fill in the “county” column if you get non-state funds directly from the county.

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

Signature Date

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2777

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

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3010

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Loren Solberg, Senator Hauschild

AGENDA ITEM:
Legislative Conference Call

BOARD ACTION REQUESTED:
Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 Legislative Priorities FINAL

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY

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

Itasca County
2023 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 26%.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open.
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over $40,000 per month with little or no input from the County.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.
- Continued investment in Broadband focusing on greater MN.

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2997

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

AGENDA ITEM:
Adoption of Northern Valley Hospital District Line Corrections Resolution

BOARD ACTION REQUESTED:
Adopt the Resolution RE: Northern Valley Hospital District Line Corrections.

BACKGROUND:
The OSS, County Auditor's office, GIS, and the Surveyor's office all worked together to resolve these errors, which will also correct the voting precinct in SVRS.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. NIHD_Redistricting Map-color
2. NIHD_Redistricting_BW
3. Minnesota Statute 204B.14 Election Precincts

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 4, 2023

RESOLUTION

RE: Northern Valley Hospital District Line Corrections

WHEREAS, Minnesota Statutes 204B.14 Elections Precincts establishes the procedure for a precinct boundary change, and

WHEREAS, Minnesota Statute section 204B.14 subd. 5 requires that the Municipal Clerk notify the County Auditor and secretary of state within 30 days of any boundary changes, and

WHEREAS, , pursuant to this statute, the Municipal Clerk shall prepare a corrected precinct map and provide the corrected map to the County Auditor, who shall correct the precinct finder in the statewide voter registration system and make the corrected map and precinct finder available for public inspection, and to the Secretary of State, who shall update the precinct boundary database; and,

WHEREAS, the County Auditor shall prepare and file precinct boundary maps for precincts in unorganized territories in the same manner as provided for precincts in municipalities.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissioners hereby redistricts the Northern Valley Hospital District Lines as follows:

That part of McLeod Precinct, currently in Township 60 North, Range 23 West, will be a part of Long Lake Precinct, and
That part of Long Lake Precinct, currently in Township 59 North, Range 23 West, will be a part of McLeod Precinct; and,
That part of McLeod Precinct, currently in Township 59 North, Range 24 West, will be a part of Long Lake Precinct.

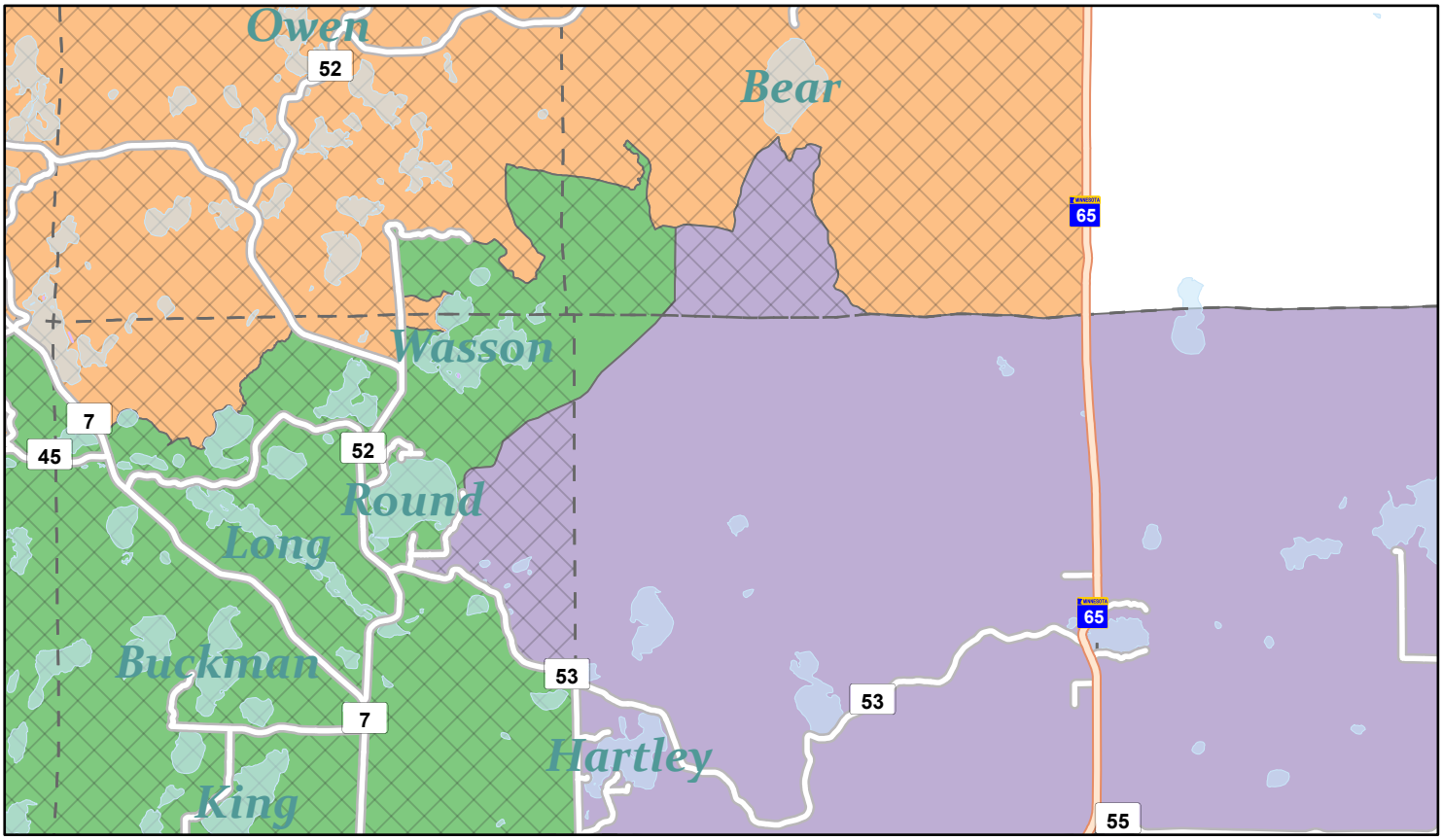
BE IT FURTHER RESOLVED that the Municipal Clerk is directed to file the redistricting plan with the County Auditor and the Secretary of State by May 10, 2023.

BE IT FURTHER RESOLVED that the Elections Administrator is directed to issue PVC's to every registered voter in the described areas to notify them of their boundary and voting change.

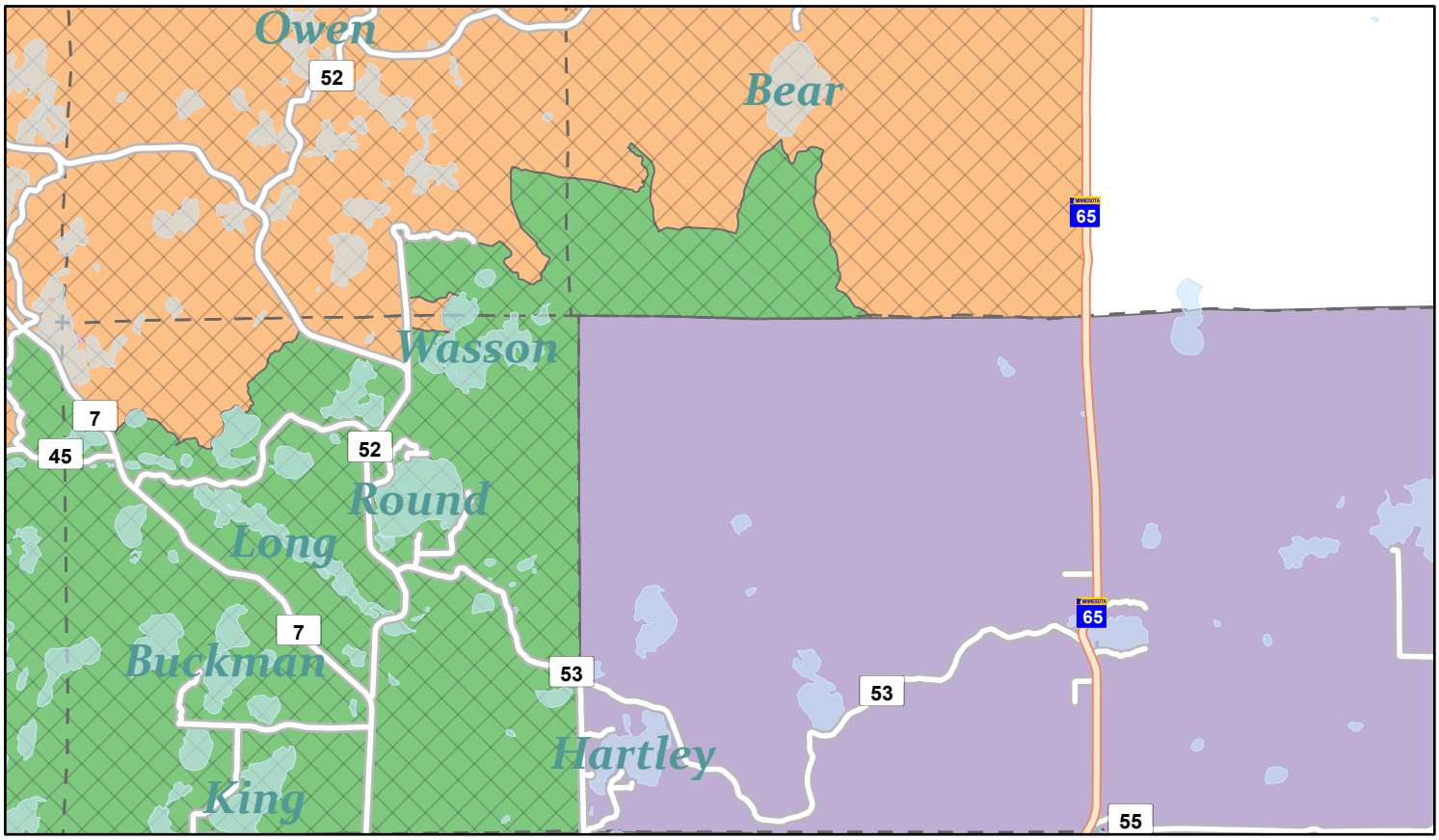
BE IT FINALLY RESOLVED that the districts are, for illustrative purposes, identified on a map of the corrected hospital district area hereto and marked Exhibit A, which by reference is hereby made a part hereof.

Existing Precinct Boundaries

EXHIBIT A



Proposed Precinct Boundaries



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

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

N
W E
S

Precinct Boundaries
- Long Lake Prec
- McLeod Prec
- North Unorganized Prec

Northern Itasca Hospital District
Townships

0 1 2 4 6 8 Miles

Itasca Geographic Information System
"decision support through automation"

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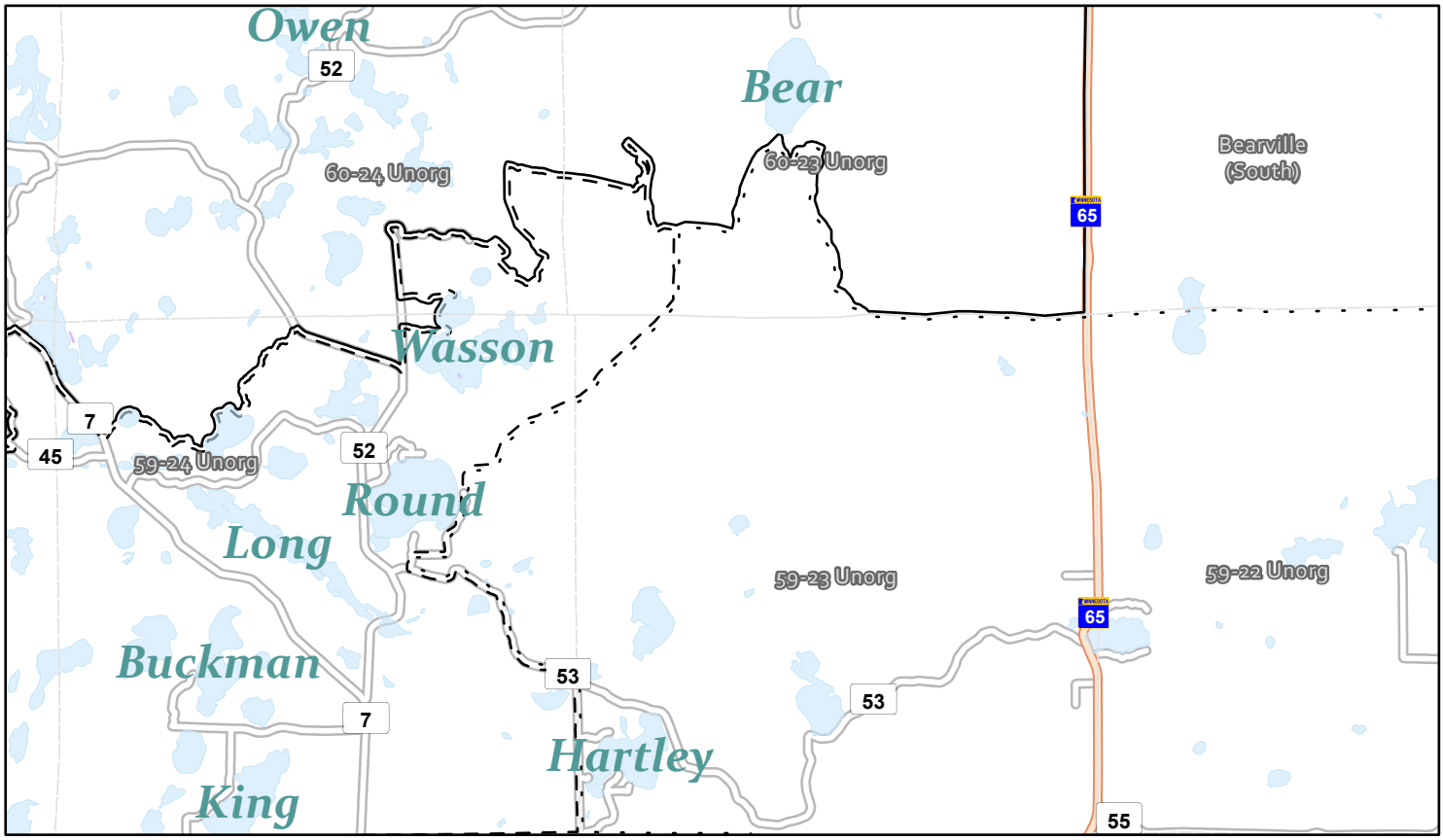
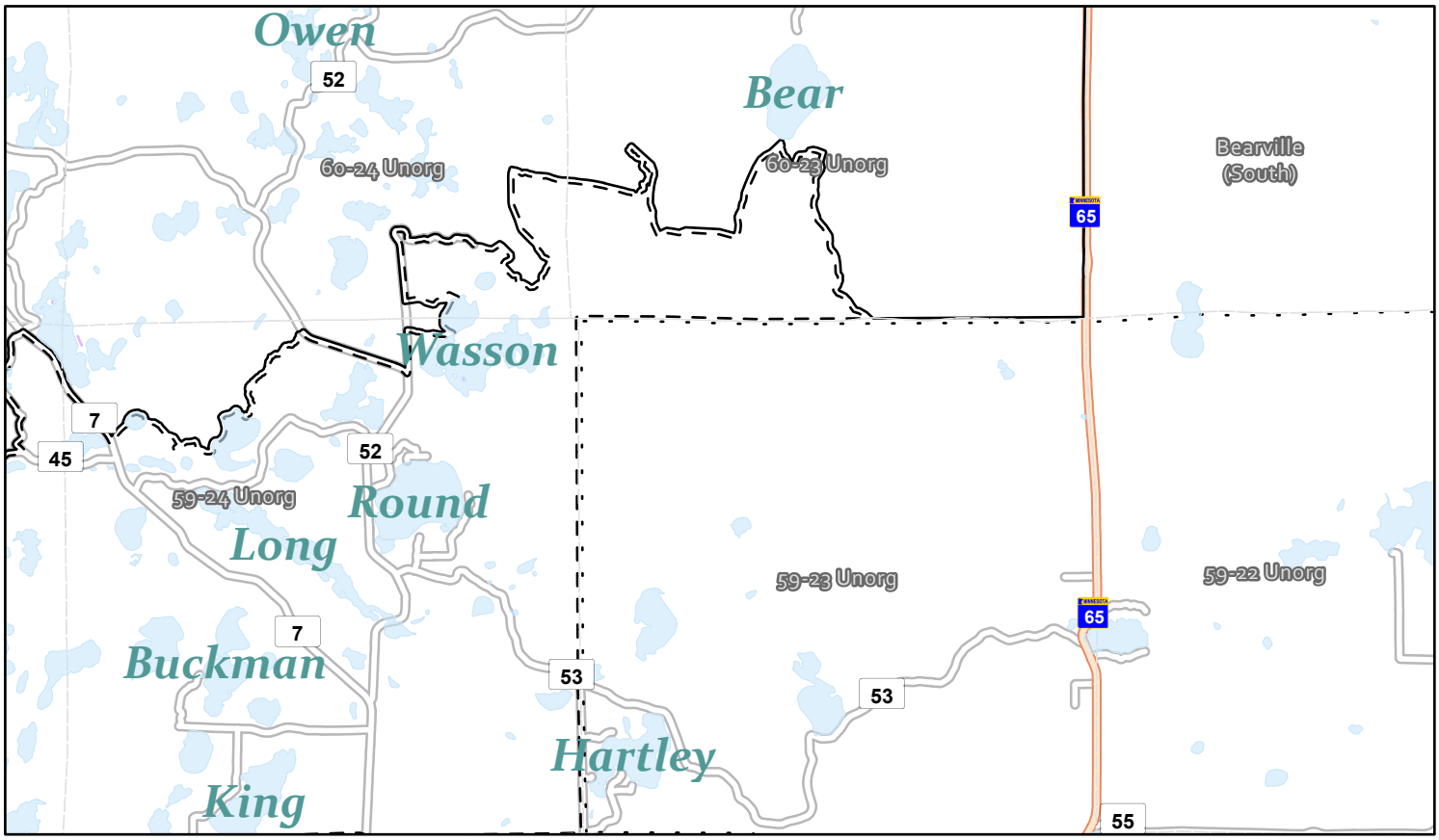
No reproduction of this map is allowed by any method or in any form without written permission.

Existing Precinct Boundaries

EXHIBIT A



Proposed Precinct Boundaries



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N
W E
S

Precinct Boundaries
- Long Lake Prec
- McLeod Prec
- North Unorganized Prec

Townships

0 1 2 4 6 8 Miles

Itasca Geographic Information System
"decision support through automation"

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204B.14 ELECTION PRECINCTS.

Subdivision 1. **Boundaries.** The governing body of each municipality shall establish the boundaries of the election precincts in the municipality. The governing body of a county shall establish the boundaries of precincts in unorganized territory in the county. Except as provided in subdivision 3, a governing body may change the boundaries of any election precinct which it has established.

Subd. 1a. **Legislative policy.** It is the intention of the legislature to complete congressional and legislative redistricting activities in time to permit counties and municipalities to begin the process of reestablishing precinct boundaries as soon as possible after the adoption of the congressional and legislative redistricting plans but in no case later than 25 weeks before the state primary election in the year ending in two.

Subd. 2. **Separate precincts; combined polling place.** (a) The following shall constitute at least one election precinct:

(1) each city ward; and

(2) each town and each statutory city.

(b) A single, accessible, combined polling place may be established no later than November 1 if a presidential nomination primary is scheduled to occur in the following year or May 1 of any other year:

(1) for any city of the third or fourth class, any town, or any city having territory in more than one county, in which all the voters of the city or town shall cast their ballots;

(2) for contiguous precincts in the same municipality;

(3) for up to four contiguous municipalities located entirely outside the metropolitan area, as defined by section 200.02, subdivision 24, that are contained in the same county; or

(4) for noncontiguous precincts located in one or more counties.

Subject to the requirements of paragraph (c), a single, accessible, combined polling place may be established after May 1 of any year in the event of an emergency.

A copy of the ordinance or resolution establishing a combined polling place must be filed with the county auditor within 30 days after approval by the governing body. A polling place combined under clause (3) must be approved by the governing body of each participating municipality. A polling place combined under clause (4) must be approved by the governing body of each participating municipality and the secretary of state and may be located outside any of the noncontiguous precincts. A municipality withdrawing from participation in a combined polling place must do so by filing a resolution of withdrawal with the county auditor no later than October 1 if a presidential nomination primary is scheduled to occur in the following year or April 1 of any other year.

The secretary of state shall provide a separate polling place roster for each precinct served by the combined polling place, except that in a precinct that uses electronic rosters the secretary of state shall provide separate data files for each precinct. A single set of election judges may be appointed to serve at a combined polling place. The number of election judges required must be based on the total number of persons voting at the last similar election in all precincts to be voting at the combined polling place. Separate ballot boxes must be provided for the ballots from each precinct. The results of the election must be reported separately for each precinct served by the combined polling place, except in a polling place established under clause (2) where one of the precincts has fewer than ten registered voters, in which case the results of that precinct must be reported in the manner specified by the secretary of state.

(c) If a local elections official determines that an emergency situation preventing the safe, secure, and full operation of a polling place on election day has occurred or is imminent, the local elections official may combine two or more polling places for that election pursuant to this subdivision. To the extent possible, the polling places must be combined and the election conducted according to the requirements of paragraph (b), except that:

(1) polling places may be combined after May 1 and until the polls close on election day;

(2) any city or town, regardless of size or location, may establish a combined polling place under this paragraph;

(3) the governing body is not required to adopt an ordinance or resolution to establish the combined polling place;

(4) a polling place combined under paragraph (b), clause (3) or (4), must be approved by the local election official of each participating municipality;

(5) the local elections official must immediately notify the county auditor and the secretary of state of the combination, including the reason for the emergency combination and the location of the combined polling place. As soon as possible, the local elections official must also post a notice stating the reason for the combination and the location of the combined polling place. The notice must also be posted on the governing board's website, if one exists. The local elections official must also notify the election judges and request that local media outlets publicly announce the reason for the combination and the location of the combined polling place; and

(6) on election day, the local elections official must post a notice in large print in a conspicuous place at the polling place where the emergency occurred, if practical, stating the location of the combined polling place. The local election official must also post the notice, if practical, in a location visible by voters who vote from their motor vehicles as provided in section 204C.15, subdivision 2. If polling place hours are extended pursuant to section 204C.05, subdivision 2, paragraph (b), the posted notices required by this paragraph must include a statement that the polling place hours at the combined polling place will be extended until the specified time.

Subd. 3. **Boundary changes; prohibitions; exception.** (a) Notwithstanding other law or charter provisions to the contrary, during the period from January 1 in any year ending in zero to the time when the legislature has been redistricted in a year ending in one or two, no changes may be made in the boundaries of any election precinct except as provided in this subdivision.

(b) If a city annexes an unincorporated area located in the same county as the city and adjacent to the corporate boundary, the annexed area may be included in an election precinct immediately adjacent to it.

(c) A municipality or county may establish new election precincts lying entirely within the boundaries of any existing precinct and shall assign names to the new precincts which include the name of the former precinct.

(d) Precinct boundaries in a city of the first class electing council members by wards may be reestablished within four weeks of the adoption of ward boundaries in a year ending in one, as provided in section 204B.135, subdivision 1. If precinct boundaries are reestablished in a year ending in one, the city council must designate polling places for each election precinct pursuant to section 204B.16, subdivision 1, within 30 days of establishing precinct boundaries. The polling place designations are effective for the year ending in one.

(e) Precinct boundaries must be reestablished within 60 days of the time when the legislature has been redistricted, or at least 19 weeks before the state primary election in a year ending in two, whichever comes first. The governing body of each municipality and of each county with precincts in unorganized territory must designate polling places for each election precinct pursuant to section 204B.16, subdivision 1, within 30 days of establishing precinct boundaries or at least 19 weeks before the state primary election in a year ending in two, whichever comes first. The adoption of reestablished precinct boundaries and polling places becomes effective on the date of the state primary election in the year ending in two.

(f) Precincts must be arranged so that no precinct lies in more than one legislative or congressional district.

Subd. 4. **Boundary change procedure.** Any change in the boundary of an election precinct must be adopted at least ten weeks before the date of the next election and, for the state primary and general election or presidential nomination primary, no later than December 1 in the year prior to the year of the state general election. The precinct boundary change shall not take effect until notice of the change has been posted in the office of the municipal clerk or county auditor for at least 56 days.

The county auditor must publish a notice illustrating or describing the congressional, legislative, and county commissioner district boundaries in the county in one or more qualified newspapers in the county at least 14 days before the first day to file affidavits of candidacy for the state general election in the year ending in two.

Alternate dates for adopting changes in precinct boundaries, posting notices of boundary changes, and notifying voters affected by boundary changes pursuant to this subdivision, and procedures for coordinating precinct boundary changes with reestablishing local government election district boundaries may be established in the manner provided in the rules of the secretary of state.

Subd. 4a. **Municipal boundary adjustment procedure.** A change in the boundary of an election precinct that has occurred as a result of a municipal boundary adjustment made under chapter 414 that is effective more than 21 days before a regularly scheduled election takes effect at the scheduled election.

A change in the boundary of an election precinct that has occurred as a result of a municipal boundary adjustment made under chapter 414 that is effective less than 21 days before a regularly scheduled election takes effect the day after the scheduled election.

Subd. 5. **Precinct boundaries; description; maps.** If a precinct boundary has been changed or an annexation has occurred affecting a precinct boundary, the municipal clerk shall immediately notify the county auditor and secretary of state. The municipal clerk shall file a corrected base map with the secretary of state and county auditor within 30 days after the boundary change was made or, in the case of an annexation, the later of: (1) 30 days after the approval of the annexation order; or (2) the effective date of the annexation order. Upon request, the county auditor shall provide a base map and precinct finder to the municipal clerk. The municipal clerk shall prepare a corrected precinct map and provide the corrected map to the county auditor, who shall correct the precinct finder in the statewide voter registration system and make the corrected map and precinct finder available for public inspection, and to the secretary of state, who shall update the precinct boundary database. The county auditor shall prepare and file precinct boundary maps for precincts in unorganized territories in the same manner as provided for precincts in municipalities. For every election held in the municipality the election judges shall be furnished precinct maps as provided in section 201.061, subdivision 6. If a municipality changes the boundary of an election precinct, or if an annexation affecting a precinct boundary occurs, the county auditor shall notify each school district with territory affected by the boundary change at least 30 days before the effective date of the change.

Subd. 6. [Repealed, 2015 c 70 art 1 s 63]

Subd. 7. **Application to municipalities.** Notwithstanding the provisions of section 410.21, or any other law, ordinance or charter to the contrary, the provisions of subdivisions 1 and 3 apply to all municipalities.

Subd. 8. [Repealed, 1994 c 607 s 7]

History: *1981 c 29 art 4 s 14; 1Sp1981 c 4 art 4 s 43; 2Sp1981 c 2 s 2; 1983 c 289 s 115 subd 1; 1985 c 248 s 36; 1986 c 444; 1987 c 186 s 15; 1987 c 212 s 1-4; 1987 c 297 s 2; 1990 c 453 s 4; 1991 c 349 s 31-34; 1993 c 208 s 1,2; 1993 c 223 s 9; 1994 c 607 s 1-4; 1999 c 237 s 1; 2000 c 467 s 13-15; 2005 c 156 art 6 s 34; 2005 c 162 s 2; 2006 c 270 art 1 s 1; 2010 c 184 s 13,14; 2010 c 201 s 24; 2010 c 313 s 3,4; 2011 c 18 s 2,3; 2014 c 288 art 2 s 4; 2016 c 161 art 1 s 5; art 3 s 1; 2016 c 162 s 4,5; 1Sp2021 c 12 art 4 s 7*

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2963

DEPARTMENT: Health & Human Services
TIME REQUESTED: 10 Minutes
PRESENTER: Kelly Chandler

AGENDA ITEM:
Tobacco Compliance Update

BOARD ACTION REQUESTED:
Receive update regarding Tobacco Compliance.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Tobacco Board Presentation 2023

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Tobacco Compliance

Local Ordinance #065

Subd. 3 Compliance Checks. "Compliance Checks" mean the system the County uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this ordinance. “Compliance Checks” involve the use of persons under the age of 21 who purchase or attempt to purchase licensed products. “Compliance Checks” may also be conducted by the county or other units of government for educational, research and training purposes or for investigating or enforcing appropriate Federal, State, or local laws and regulations relating to licensed products.

Here to Help

- The ordinance is mandated
- Public Health, along with law enforcement, strives to have all businesses meet compliance. Better for them, better for our youth.
- Ensures that Minors are unable to purchase tobacco products in our community.
- Tobacco use, especially electronic cigarette (vape) use, has increased in the schools.

Laws on Tobacco

Itasca County Public Health

Common Reasons People Don't ID

- Too busy
- They look old enough
- Mistake in reading ID
- Employee not wearing glasses
- Override ID scanner
- Peer pressure

Verify age of all Tobacco Purchasers 27 years old and younger!

Need to check the Name, Photo, Date of Birth and that the ID itself is not expired.

If you suspect the ID is fake, confiscate it and you have 24 hours to turn it over to authorities. Do not damage it.

P Photo Match

L Legal age to buy

A Acceptable ID

N Not expired

PLAN in an easy acronym to use when you are checking IDs, remember to slow down and look when it gets busy!

Minimum fines and polices in Itasca County

1st offense: $300

2nd offense (within 36 months): $600

3rd offense (within 36 months): $1000

Upon the third violation, the license will be suspended for a period of not less than 30 consecutive days. The licensee would be required to submit a written plan to the county board.

Upon a fourth violation within 60 months of the first violation, the license will be revoked.

Other individuals found to be in violation of this ordinance may be charged an administrative fee of $50.00.

Compliance Check Statistics

- 2022: 46 checked, 12 sold. 80% compliant.
- Historically: 1997: 56% compliant; 1999 (County Ordinance Passed): 95%
- Average since 1999: 86%
- Not checked in 2020 and 2021 due to the pandemic.

MINNESOTA
USA

DRIVER'S LICENSE

UNDER 21 UNTIL 08/20/2019

4d DL# A123-456-789-098
4a ISS 08/20/2018
4b EXP 08/20/2022
3 DOB 08/20/2001
9 CLASS D
9a END NONE
12 RESTR NONE

Jun Sample

15 SEX F 18 EYES BRO
16 HGT 5'-05"
17 WGT 135 lb

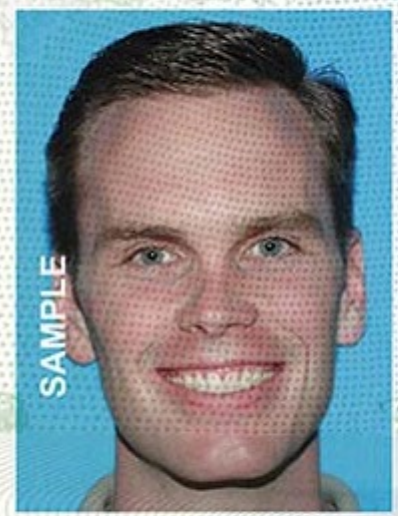
1 SAMPLE
2 JUN MARIE
8 123 BLOOMINGTON AVE
MINNEAPOLIS, MN 55417-1234

08/20/98

5 DD 12345678901234

MINNESOTA
USA

DRIVER'S LICENSE



1 SAMPLE
2 AVERY JOSEPH
8 456 BLOOMINGTON AVE
MINNEAPOLIS, MN 55417-1234

4d DL# A123-456-789-123
4a ISS 08/15/2018
3 DOB 08/15/1957
4b EXP 08/15/2022
9 CLASS D
9a END NONE
12 RESTR NONE

15 SEX M
16 HGT 5'-10"
17 WGT 150 lb
18 EYES BLU

Avery Sample

5 DD 12345678901234

08/15/57

THIS IS OUR WATCH
Thank you for showing your I.D.
YOU MUST BE
21 OR OLDER
TO PURCHASE
TOBACCO PRODUCTS
01 01 2001
BORN ON OR BEFORE THE DATE ABOVE
FDA

ID Scanner
TOKENWORKS
AGEVISOR TOUCH
Main
Settings
Data
Help
Scan Info
Name
Tom TokenWorks
S
M
Address
104 31ST ST
C / S / Z
WASHINGTON DC 20007
ID No.
12911
DOB
03/07/1962
Expires
03/07/2007
Visits
1
Age
55
Email/Phone
Tag
Alerts
OK
Alcohol
55
Age
OK
Tobacco
ID Expired
7/28/2017 1:43:31 PM
-
Scans:
1
+
Scanner Connected
TOKENWORKS
TOKENWORKS, INC.
TOKENWORKS.COM
IDSCANNER.COM

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2974

DEPARTMENT: Health & Human Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
IMCare Quality Program Document Review and Approval

BOARD ACTION REQUESTED:
Approve the IMCare Quality Program documents.

BACKGROUND:
Annually IMCare is required to evaluate its Quality Program, identify opportunities for improvement and update the QI/UM Program Description to include initiatives for current year and create a Work Plan to address interventions and ongoing activies.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. 2022 QI UM Program Evaluation
2. 2023 Quality Program Description
3. 2023 UM Program Description
4. 2023 workplan

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2960

DEPARTMENT: Assessor
TIME REQUESTED: 15 Minutes
PRESENTER: Amber Peratalo

AGENDA ITEM:
Assessor Department Update

BOARD ACTION REQUESTED:
Receive an Assessor Department update.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 Assessment Update

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2023 PROPERTY ASSESSMENT UPDATE

APRIL 4, 2023

Presented by:

Amber Peratalo, Itasca County Assessor

DEPARTMENT OVERVIEW

Document Type	Assmnt Year							
	2015	2016	2017	2018	2019	2020	2021	2022
HS Processed	892	903	909	933	859	890	910	996
Total HS	15,228	15,197	15,221	15,143	15,192	15,182	15,075	15,145
Parcel Changes	469	474	382	442	637	257	594	487
Sales - eCRV	1,305	1,308	1,359	1,371	1,400	1,511	1,812	1,575
Deeds - transfers	3,884	5,662	4,335	4,786	4,859	4,741	5,967	4,685

Residential 1-3 units	Assessment Year						
	2017	2018	2019	2020	2021	2022	2023
Median EMV of Home	$139,400	$142,602	$145,228	$150,442	$159,018	$204,456	$222,951
# Res 1-3 Units by Year	24,480	24,598	24,694	24,720	24,817	24,892	24,977
# New Res 1-3 Units by Year	77	118	96	26	97	75	85

Site Visits	Assessment Year				
	2019	2020	2021	2022	2023
Improved	5,549	6,112	5,154	6,908	6,619
Unimproved	6,399	10,418	10,808	7,392	5,893
*Permits/Maintenance**	1,049	1,104	1,212	1,321	1,649

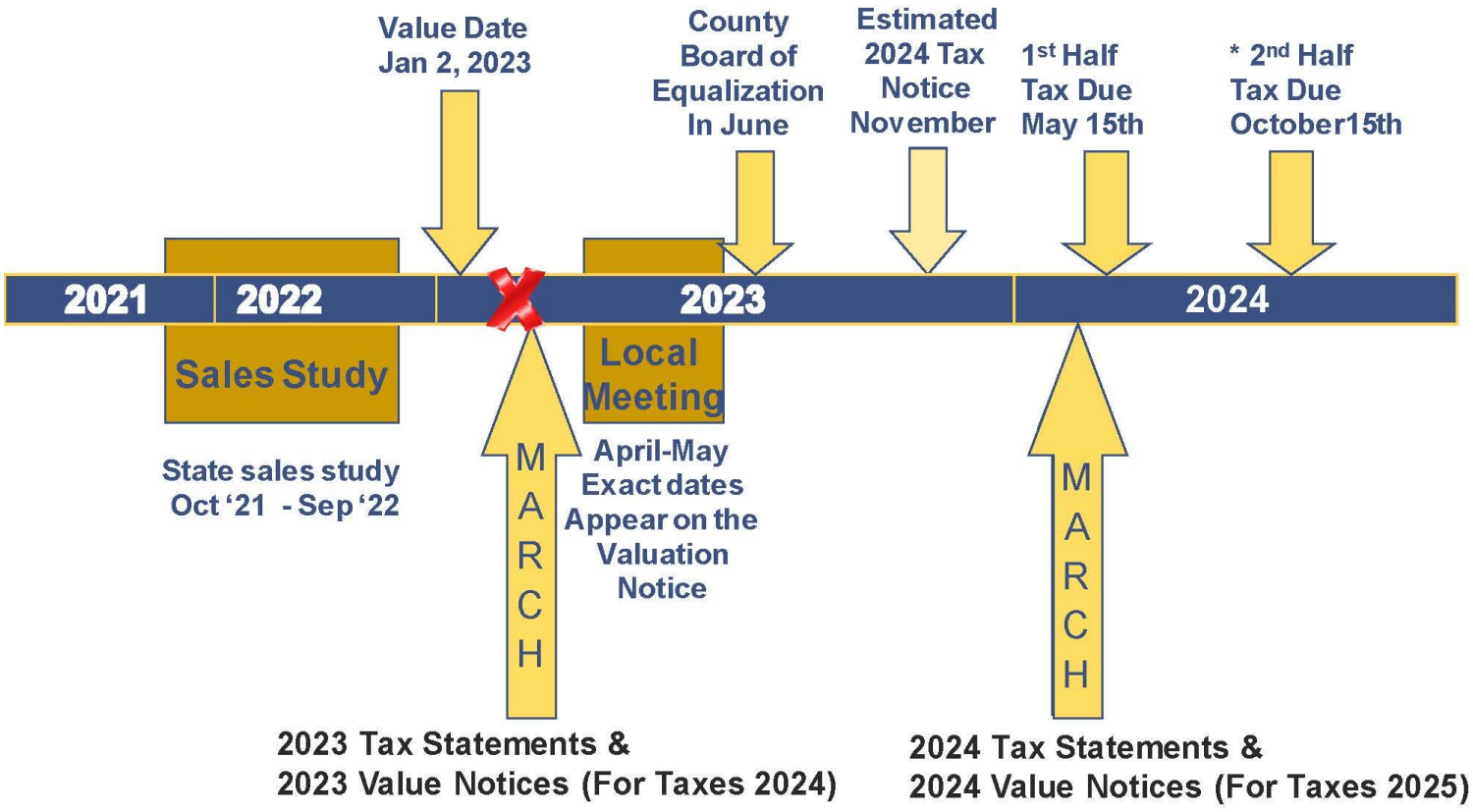
*Includes Taxable and Exempt properties

PROPERTY TAX PROCESS

ASSESSOR-VALUES AND CLASSIFIES
COUNTY, CITY/TWP, SCHOOL, ETC. – SET LEVIES AND BUDGETS
AUDITOR – TAX RATES ARE CALCULATED

ASSESSMENT YEAR VS TAXES PAYABLE YEAR

Timeline for Property Taxes Payable in 2024



ROLES & RESPONSIBILITIES

The Assessor is responsible for establishing the estimated market value (EMV) and classification as of the assessment date, January 2nd.

Estimated Market Value (EMV)

- The EMV is defined as the most probable price a property would sell for in an "arms-length" sale on the open market.
- Because real estate sells based upon it's unique characteristics and the motivation/preference of the buyer and seller, the EMV will likely be different than the actual sale price.
- Sales ratio study ensures compliance in the level of assessments in property type and by market areas or neighborhoods.

Classification (MS 273.13)

- Property Types and qualifying factors are outlined in statute
- Tax Rate assigned based upon class of property

ASSESSMENT PROCESS

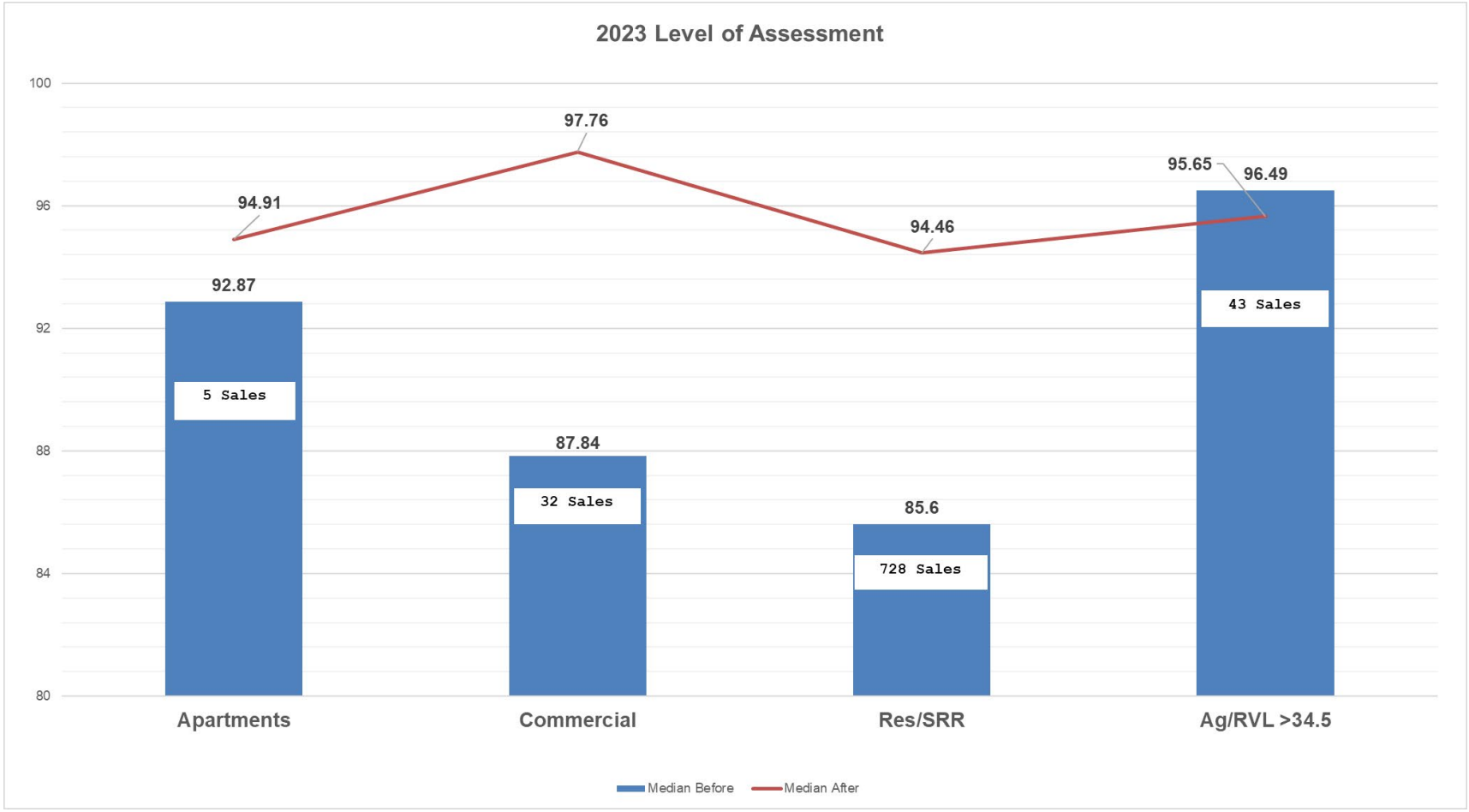
Mass Appraisal

- Similar properties are valued in a consistent manner using generalized data & information as of the assessment date (January 2nd)
- Utilizes models and historical data for ad valorem tax purposes (according to value) of what a property would likely sell for if placed on the market
- Quality of assessments are measured by statistics, primarily the median (middle) sales ratio, derived from EMV/purchase price
  - Not only countywide but also by jurisdictions with > 6 sales in a property type
- Goal is fair and equitable valuation of real and personal property.
- Time adjustments may be applied by the MN Department of Revenue during a rapidly appreciating market to account for the appreciation in market value.

2023 UPDATES TO ASSESSED PROPERTY VALUES

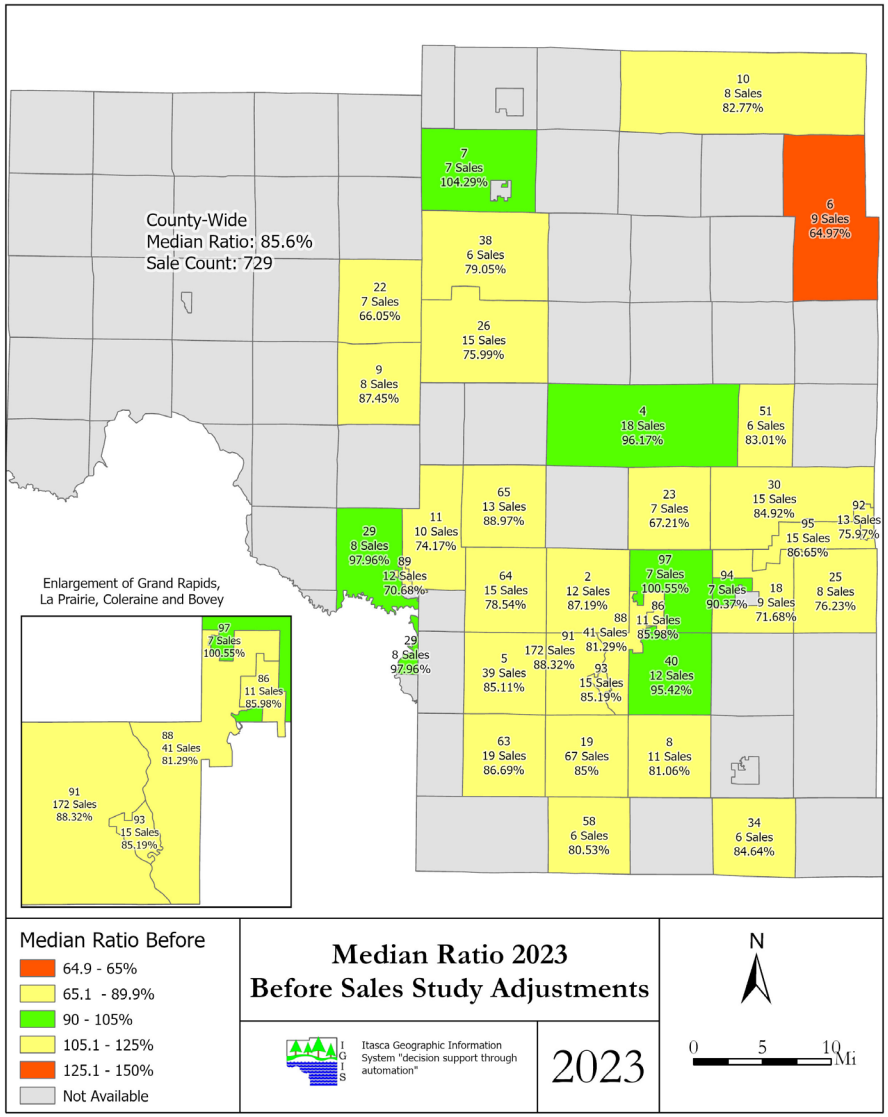
- Land
  - <34.5 acres (> 34.5 acres in 2022)
  - Residential rates – small cities
- Waterfront
  - Lakes and Rivers
  - Changes based upon market evidence
- Commercial
  - Land and size adjustments
  - Hotels/Motels – full and limited service
  - Mini-Storages

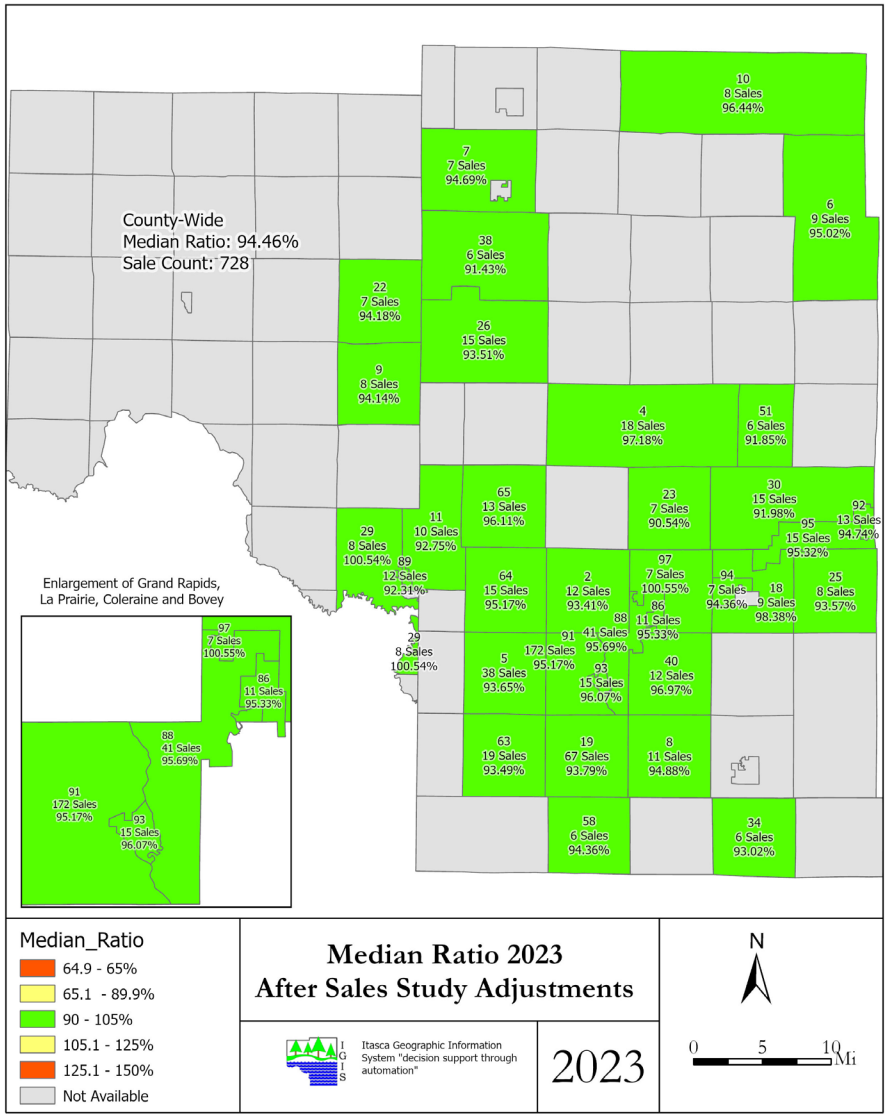
ITASCA COUNTY SALES STUDY



Sales analyzed were October 1, 2021 through September 30, 2022.

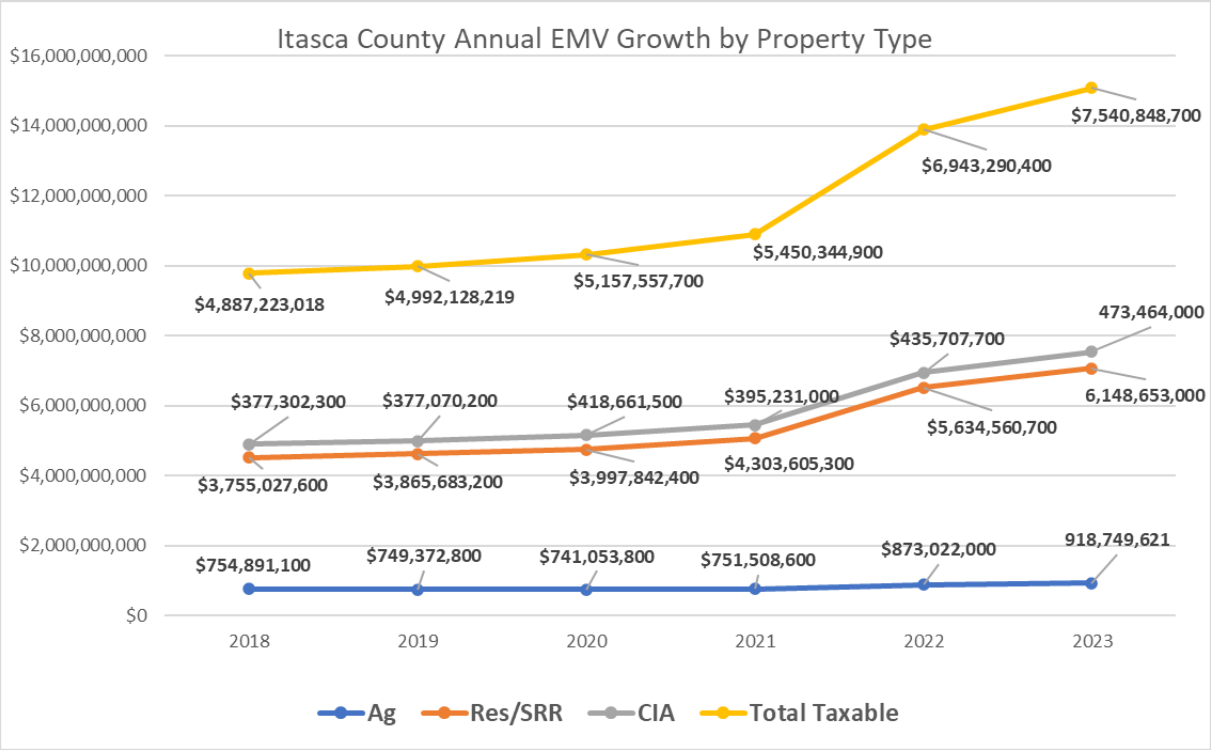
SALES RATIO STUDY
RES/SRR – PT 91





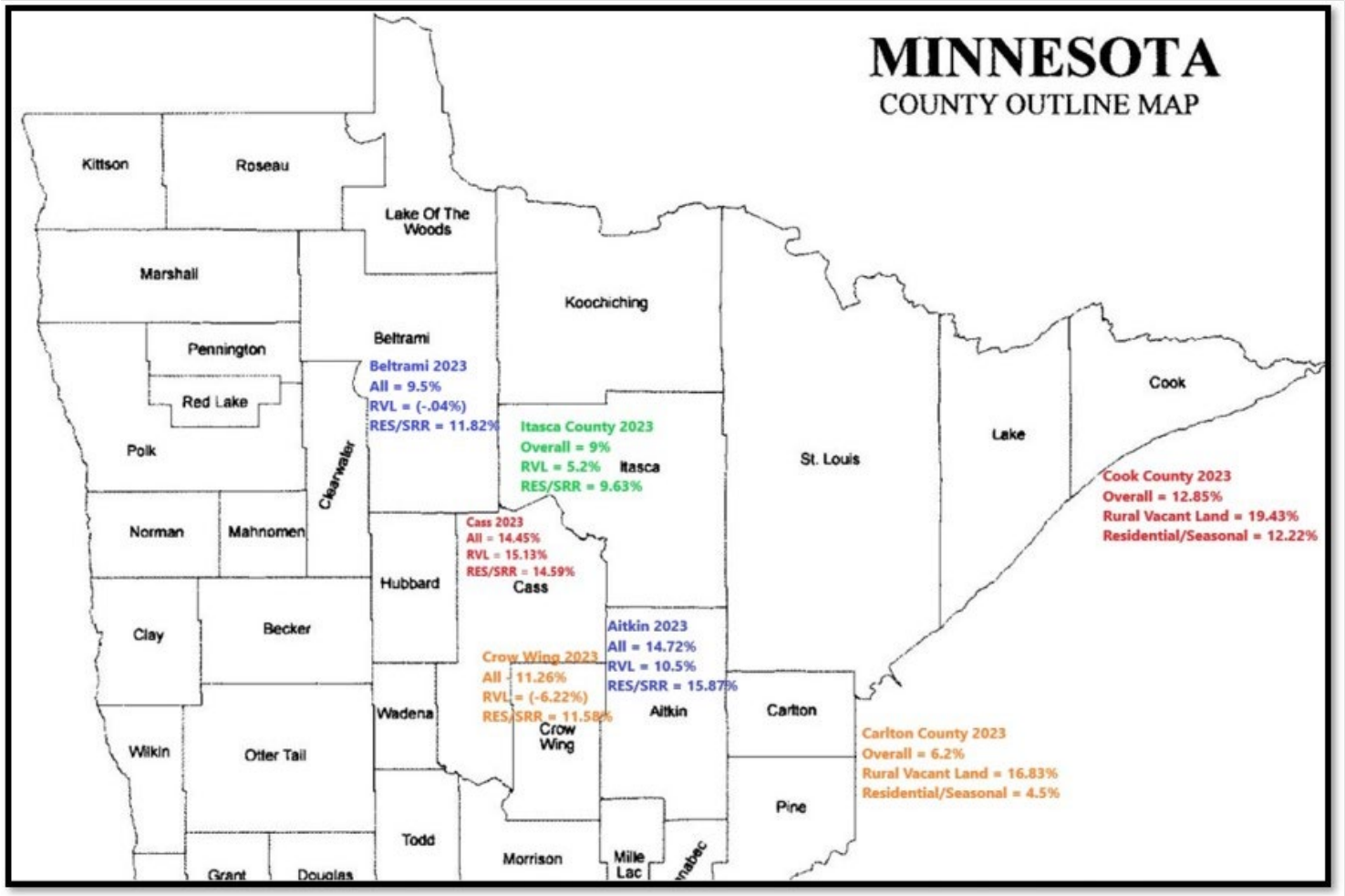
2023 ASSESSMENT VALUES

TOTAL EMV BY PROPERTY TYPE AND % OF TOTAL EMV
2018-PRESENT



EMV Totals	Assessment Year					
	2018	2019	2020	2021	2022	2023
County Total EMV	$4,877,910,600	$4,983,644,900	$5,146,949,600	$5,451,672,600	$6,943,290,400	$7,540,848,700
Total Land EMV	$2,340,990,400	$2,375,132,700	$2,387,788,700	$2,445,725,200	$2,748,737,600	$2,968,762,500
Total Bldg EMV	$2,536,920,200	$2,608,512,200	$2,759,160,900	$3,005,947,400	$4,194,552,800	$4,572,086,200
New Const	$37,153,300	$32,907,400	$36,009,700	$39,955,700	$67,020,700	$66,476,900
% NC of Total EMV	0.76%	0.66%	0.70%	0.73%	0.97%	0.88%

2023 REGION OVERVIEW- PROPERTY CHANGES



Itasca County
Frequently Asked Questions

What is the Estimated Market Value (EMV)?
Property values are based upon market fluctuations. These market changes require the assessor's office to estimate the most probable price you could sell your property for, as of January 2nd of the assessment year. This is done by comparing sales of similar properties during the sales study period. The sales used to estimate your market value must be an arms-length transaction between a knowledgeable and willing buyer and willing seller.

I haven't made any improvements to my property so why has my valuation increased?
The market value of your property is determined by sales of similar properties in your market area.

How can you raise values so significantly, isn't there a limit on how much my property valuation can increase?
Law requires the assessor to estimate all property at market value every year. This process is monitored by the Assessor's Office and is reviewed by the Minnesota Department of Revenue through the assessment levels, utilizing sales ratio studies. Studies are reviewed by property type, taxing districts, and on a county wide level.

Why did my value go up so much and my friend or neighbors didn't?
Changes in market value can vary greatly by neighborhood and with individual properties. Sales in one market area may indicate a large increase in value, while another market area may experience little or no change. Properties are valued based upon their unique characteristics, such as: location, condition, size, quality, etc.

Why did my homestead exclusion go away or decrease?
The amount of exclusion varies depending upon the market value of the property. The maximum exclusion is $30,400 for residential properties with a market value of $76,000. As the market value increases above $76,000, the amount of the exclusion decreases until there is $0 exclusion at a market value of $413,800.

How will this increase affect my property taxes?
An increase in valuation does not necessarily result in a proportionate increase in property tax. Many factors determine the amount each taxpayer will be responsible for including: property classification, individual property value change, homestead market value exclusion. Estimates aren't available through the auditor's office until budgets are established by local jurisdictions.

What should I do if I have questions or disagree with my valuation or classification?
Property owners should contact their assessor. Contact information can be found at the bottom of your valuation notice on the front page. Questions and concerns can oftentimes be easily resolved with a conversation.

What if I contact my assessor and I still disagree with the valuation or classification?
After speaking with your assessor and you still are unhappy and wish to appeal your valuation, there is a process and timeline in which to appeal your valuation:

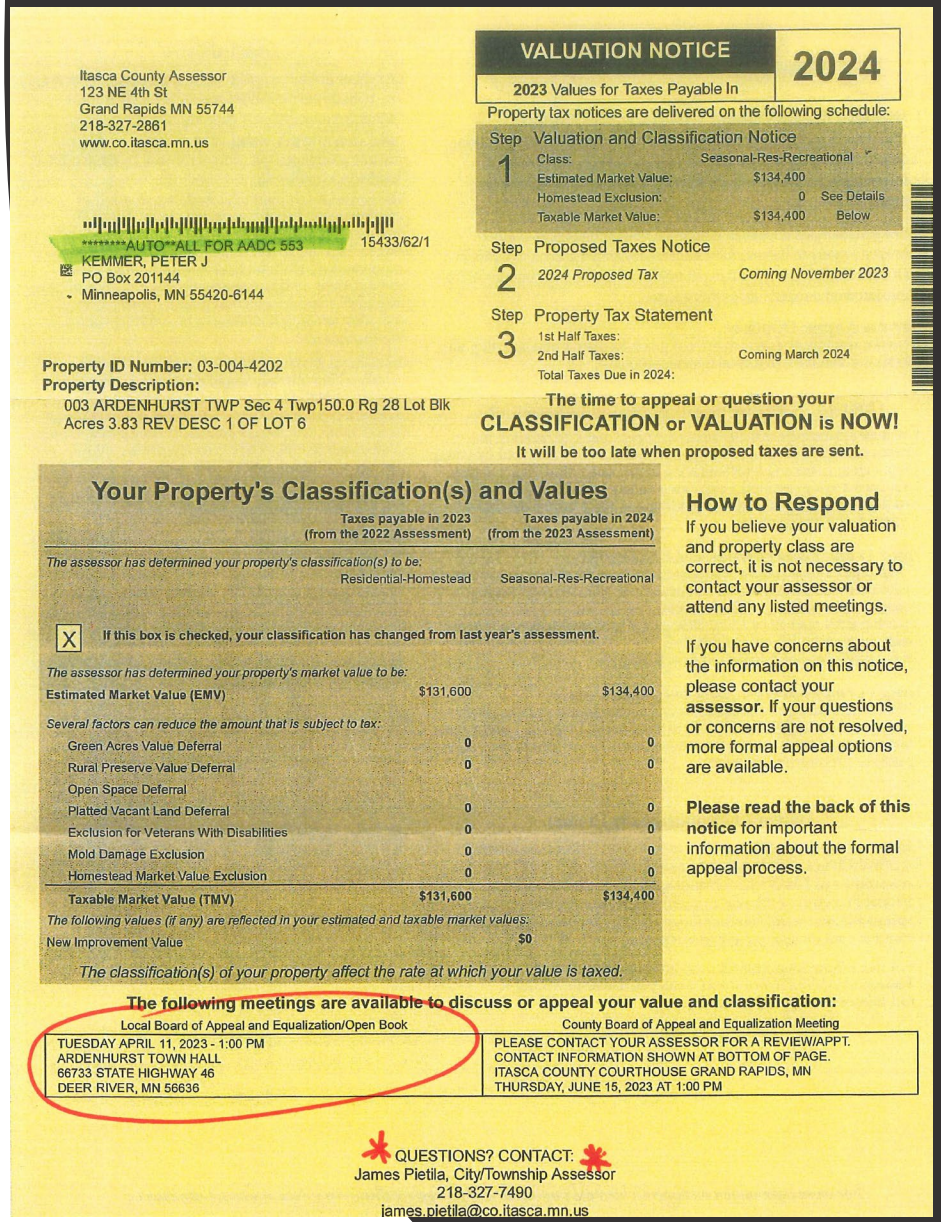
1. Local Board of Appeal and Equalization. In April or May, city and townships hold a meeting to review appeals for properties and taxpayers in their jurisdiction. The Local Board has the authority to order changes in value or classification. The meeting date and times of Local Boards are displayed at the bottom of your Valuation notice.
2. Open Book Meetings. If you live in a city or township where there is no Local Board of Appeal, please contact your assessor first. If you are still unhappy, you may then make an appointment for the County Board of Appeal and Equalization.
3. County Board of Appeal. If you have appealed to your Local Board and are not satisfied with their decision, you may appeal before the County Board of Appeal and Equalization.
4. Minnesota Tax Court. If you are not satisfied with the County Board of Appeal and Equalization determination, you may file an appeal to the Minnesota Tax Court.

QUESTIONS / CONTACT:

- Itasca County Assessor's Office
- 123 NE 4th Street
- Grand Rapids, MN 55744
- 218-327-2861

- assessorinfo@co.itasca.mn.us

- Contact your city/twp assessor – located on the bottom of your valuation notice:



Itasca County Assessor
123 NE 4th St
Grand Rapids MN 55744
218-327-2861
www.co.itasca.mn.us

VALUATION NOTICE 2024

2023 Values for Taxes Payable In

Property tax notices are delivered on the following schedule:

Step 1 Valuation and Classification Notice
Class: Seasonal-Res-Recreational
Estimated Market Value: $134,400
Homestead Exclusion: 0 See Details
Taxable Market Value: $134,400 Below

Step 2 Proposed Taxes Notice
2024 Proposed Tax Coming November 2023

Step 3 Property Tax Statement
1st Half Taxes:
2nd Half Taxes: Coming March 2024
Total Taxes Due in 2024:

********AUTO**ALL FOR AADC 553 15433/62/1
KEMMER, PETER J
PO Box 201144
Minneapolis, MN 55420-6144

Property ID Number: 03-004-4202
Property Description:
003 ARDENHURST TWP Sec 4 Twp150.0 Rg 28 Lot Blk
Acres 3.83 REV DESC 1 OF LOT 6

The time to appeal or question your CLASSIFICATION or VALUATION is NOW!
It will be too late when proposed taxes are sent.

Your Property's Classification(s) and Values

	Taxes payable in 2023 (from the 2022 Assessment)	Taxes payable in 2024 (from the 2023 Assessment)
The assessor has determined your property's classification(s) to be:	Residential-Homestead	Seasonal-Res-Recreational
[X] If this box is checked, your classification has changed from last year's assessment.		
The assessor has determined your property's market value to be:		
Estimated Market Value (EMV)	$131,600	$134,400
Several factors can reduce the amount that is subject to tax:		
Green Acres Value Deferral	0	0
Rural Preserve Value Deferral	0	0
Open Space Deferral		
Platted Vacant Land Deferral	0	0
Exclusion for Veterans With Disabilities	0	0
Mold Damage Exclusion	0	0
Homestead Market Value Exclusion	0	0
Taxable Market Value (TMV)	$131,600	$134,400
The following values (if any) are reflected in your estimated and taxable market values:		
New Improvement Value		$0

The classification(s) of your property affect the rate at which your value is taxed.

How to Respond

If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meetings.

If you have concerns about the information on this notice, please contact your **assessor.** If your questions or concerns are not resolved, more formal appeal options are available.

Please read the back of this notice for important information about the formal appeal process.

The following meetings are available to discuss or appeal your value and classification:

Local Board of Appeal and Equalization/Open Book	County Board of Appeal and Equalization Meeting
TUESDAY APRIL 11, 2023 - 1:00 PM ARDENHURST TOWN HALL 66733 STATE HIGHWAY 46 DEER RIVER, MN 56636	PLEASE CONTACT YOUR ASSESSOR FOR A REVIEW/APPT. CONTACT INFORMATION SHOWN AT BOTTOM OF PAGE. ITASCA COUNTY COURTHOUSE GRAND RAPIDS, MN THURSDAY, JUNE 15, 2023 AT 1:00 PM

QUESTIONS? CONTACT:
James Pietila, City/Township Assessor
218-327-7490
james.pietila@co.itasca.mn.us

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2996

DEPARTMENT: Environmental Services
TIME REQUESTED: 10 Minutes
PRESENTER: Greg Stoltz

AGENDA ITEM:
2022 Fight Blight Totals

BOARD ACTION REQUESTED:
Receive update regarding the 2022 Fight Blight program.

Authorize the Environmental Services Department to work with local Communities & Townships to "Fight Blight in 2023."

BACKGROUND:
In 2022, the Itasca County Board of Commissioners approved the Environmental Services Department (ESD) to help local cities, communities and townships with blight clean-up events. The idea behind "Fight Blight" was to help local residents to get involved in their communities and help their neighbors remove garbage from their properties. The events are put-on and sponsored by the community with ESD supplying containers for the events and removing the garbage after the event at no charge to the community. ESD also offers this service to Itasca County Health and Human Services (HHS) when they run across blighted properties where children or vulnerable adults are involved, as well as the Itasca County Land Department when tax forfeited homes are blighted and need cleaning before going to auction.
In 2022 there were seven (7) communities that took advantage of this program, twelve (12) HHS requests and two (2) Land Department clean-ups. ESD also helped the Deer River area after a tornado hit that community.
ESD feels this type of event is the simplest way to get blighted properties in the county cleaned up, by simply asking the residents to do the clean-up. When ESD is forced to clean-up a blighted property, the cost of the clean-up is much greater due to the county having to hire a company to do the clean-up after a legal process using an "Order to Abate"
ESD has already had five (5) communities ask if the "Fight Blight" program will be available again this year. We are asking the Commissioners to approve the "Fight Blight" Program for 2023, allowing us to use the "Clean-Up Reserve" of $100,000.00 that has been set aside for such events. If approved, the items accepted at these events will be garbage, metals/white goods and demolition. Due to the success of the tire event last fall, ESD sees no reason to accept tires during these events nor will TV's be accepted. When available, events may take place at some of our Outlying Canister Sites.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. FIGHT BLIGHT TOTALS TO DATE
2. Carpenter Township Fight Blight Support Letter
3. Keewatin Police Chief Support
4. ADDL INFO Fight Blight

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

FIGHT BLIGHT TOTALS 2022

Calumet Citywide Clean-Up:
June 9th – 11th.

Garbage:	3.02 tons	$ 604.00
Demolition:	1.94 tons	$ 194.00
Metals & Whitegoods:	9.06 tons	N/C
T. V's:	1 -Cubic Yard Box	N/C

Keewatin Citywide Clean-Up:
May 14th – 21st.

Garbage:	28.79 tons	$5,758.00
Demolition:	12.45 tons	N/C (General Waste)
Metals & Whitegoods:	22.04 tons	N/C
T. V's:	8 -Cubic Yard Box's	N/C

Wabana Township Clean-Up:
August 13th – 14th.

Garbage:	15.65 tons	$3,130.00
Demolition:	4.76 tons	$ 476.00
T.V.'s	3 Cubic Yard Box's	N/C

Blackberry Township Clean-Up:
September 16th – 18th.

Garbage:	23.71 tons	$4742.00
Metals & Whitegoods:	11.03 tons	N/C
T.V.'s	4 -Cubic Yard Box's	N/C

Carpenter Township Clean-Up:
June 4th – 12th.

Garbage:	13.56 tons	$2,712.00
Demolition:	4.01 tons	$ 401.00
Metals & Whitegoods:	6.2 tons	N/C
T. V's:	2 -Cubic Yard Box's	N/C

Balsam Township Clean-Up:
September 3rd - 5th**.**

Garbage:	21.41 tons	$4,282.00

Garbage:	106 Tons	$21,228.00
Demolition:	23.16 Tons	$ 1,071.00

City of Cohasset:

Demolition:	10.04 tons	$1,004.00

Deer River Tornado Clean-Up:

Garbage:	9.94 tons	$1,988.00
Demolition:	19.44 tons	$1,944.00

Health & Human Services

12 Clean-Ups Garbage:	29.65 tons	$5,930.00

Land Department:

2 Clean-Ups Garbage:	77.24 tons	$9,268.80
2 Clean-Ups Demolition:	61.28 tons	$1,225.60

Land Department pays for their own hauling

Garbage:	116 Tons	$15,217.80
Demolition:	90.76 Tons	$ 4,173.60

TOTAL for 2022

Garbage:	222 Tons	$36,445.80
Demolition:	113.92 Tons	$ 5,244.60

Dear Mr. Stoltz,

Please communicate to the Itasca County Board the strong support in Carpenter Township for the Fight Blight program. We are fortunate to have the Bass Lake canister site located very conveniently for residents of Carpenter and the surrounding area in the far northeast corner of Itasca County. Our previous Town Board Chairman Ken Koester was a strong supporter of the Fight Blight program. Each year Mr. Koester made sure that the Fight Blight roll-off bins would show up at the Bass Lake canister site. Several roll-off bins were filled each year. Mr. Koester passed away in 2019, and his coordination efforts were not immediately picked up by anyone else. The residents of Carpenter and surrounding areas began to ask about the absence of the roll-off bins, which had been formerly conveniently available for a week or so every summer. Numerous questions from the local residents and a large number of seasonal residents caused the town board to ask for the Fight Blight program to continue.

The Carpenter Town Board is convinced that the Fight Blight program provides an important service. It greatly reduces the temptation for people to abandon a mattress or piece of unwanted furniture or other large trash along an infrequently traveled rural road or recreational trail where someone will later be required to retrieve it at public expense for proper disposal. Please communicate our opinion to the County Board at the appropriate time. Thank you,

Larry C Salmela, Chairman
Carpenter Town Board

(218) 780-9712

Greg and Casey

I write this email to express my support for another “Fight the Blight” event in 2023 in Keewatin and in any other area of Itasca County that might need it. With the hard work by Greg and Keewatin City Council member Carissa Jivery, we were able to put on a very successful “Fight the Blight” event in 2022. It was a community wide effort and event that saw many sections of the community (police, fire, politicians, local ATV club, seniors…) come together for the common goal of making Keewatin a cleaner, more beautiful place to live.

Keeping up with blight on a yearly basis is a tall order for small communities in Itasca county that have limited resources and budgets. Greg’s hard work and efforts certainly made this fight much easier in 2022, and I hope that it continues into 2023 and beyond. Thank you for your efforts, it is much appreciated.

Chris Whitney
Keewatin Chief of Police

From: Greg Stoltz
To: Amanda Schultz
Subject: FW: Fight Blight 2023
Date: Tuesday, April 4, 2023 9:14:39 AM

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

Dear Commissioners:

The City of Calumet has benefited greatly from having the blight clean up events and we support continuing to have "fight blight" events again this year. The city strives to keep our community clean of blight and this is a great way to help our residents clean up their properties and hopefully then it won't end up on the Red Lake Road again.
Thank you,

April Serich
Calumet City Clerk
218-247-7542

From:	Greg Stoltz
To:	Amanda Schultz
Subject:	FW: April 4, 2023
Date:	Tuesday, April 4, 2023 9:15:41 AM

From: Carissa JIVERY <jiveryc@gmail.com>
Sent: Tuesday, April 4, 2023 8:26 AM
To: Greg Stoltz <greg.stoltz@co.itasca.mn.us>
Subject: April 4, 2023

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

Good morning Greg,

My plan is to attend the meeting in person today.

Here is a few pictures from our clean up day if you wanted to forward! I have about 200 more!

Carissa

Sent from my iPhone

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3008

DEPARTMENT: Administrative Services
TIME REQUESTED: 20 Minutes
PRESENTER: Shelly Patten

AGENDA ITEM:
DNR Heritage Forest Project Update

BOARD ACTION REQUESTED:
Receive DNR update on Heritage Forest Project acquisition of certain Conservation Fund working forest lands in Itasca County and potential funding mechanisms, including any restrictions based on funding.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MN Heritage Forest Info
2. Lessard-Sams Outdoor Heritage Council Template

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

DEPARTMENT OF NATURAL RESOURCES

Minnesota Heritage Forest

Background

In 2020, The Conservation Fund (TCF) purchased 72,440 acres of working forest lands from PotlatchDeltic which are scattered across 14 counties in northern and north-central Minnesota. TCF's goal is to find conservation partners to assume ownership of those lands. DNR formed an interdisciplinary project team which analyzed the parcels, and through consultation with Tribes, local governments, and other conservation entities, strategically winnowed the list to approximately 15,000 acres of high-priority conservation lands for potential state acquisition.

Benefits to Minnesotans

Minnesota's forests provide public recreation spaces, wildlife habitat, timber and wood fiber, as well as watershed health and carbon sequestration and storage. The Heritage Forest acquisition proposal is a rare opportunity to conserve the best of these lands for a wide variety of public benefits for the future – in a cost-effective, efficient way.

A One Project Approach: One Appraisal – One Purchase

To minimize transaction costs and ensure the lands are evaluated with the same set of decision-making metrics, DNR seeks to acquire the priority lands as a single purchase. DNR must use taxpayer dollars efficiently and cannot pay more than the appraised land value. Combining all the parcels into a single appraisal and single purchase provides a low appraisal value.

Proposed Designation and Acreage

Designation	Approximate Acres	Funding
Scientific and Natural Areas (SNA)	810 acres	Secured, Environment and Natural Resources Trust Fund (ENRTF)
Wildlife Management Areas (WMA)	2,250 acres	Proposed for 2023 Lessard-Sam Outdoor Heritage Council (LSOHC) application
State Forest	12,250 acres	Proposed for 2023 LSOHC application
County Acquisition	5,000 acres	Proposed for 2023 LSOHC application in partnership with Norther Waters Land Trust

Project Timeline

PHASE 1 Project Kick-Off

Fall 2021 - February 2022
Complete

- Develop project framework
- Apply SLAM metrics to initial prioritzation
- Initial outreach to tribes, counties and conservation partners

PHASE 2 County Team Review

March 2022 - June 2022
Complete

- Analyze parcels against strategic objectives in each county
- Apply local expertise and coordinate with county land managers and others

PHASE 3 Statewide Team Review and Early Coordination

July 2022 - May 2023
In process

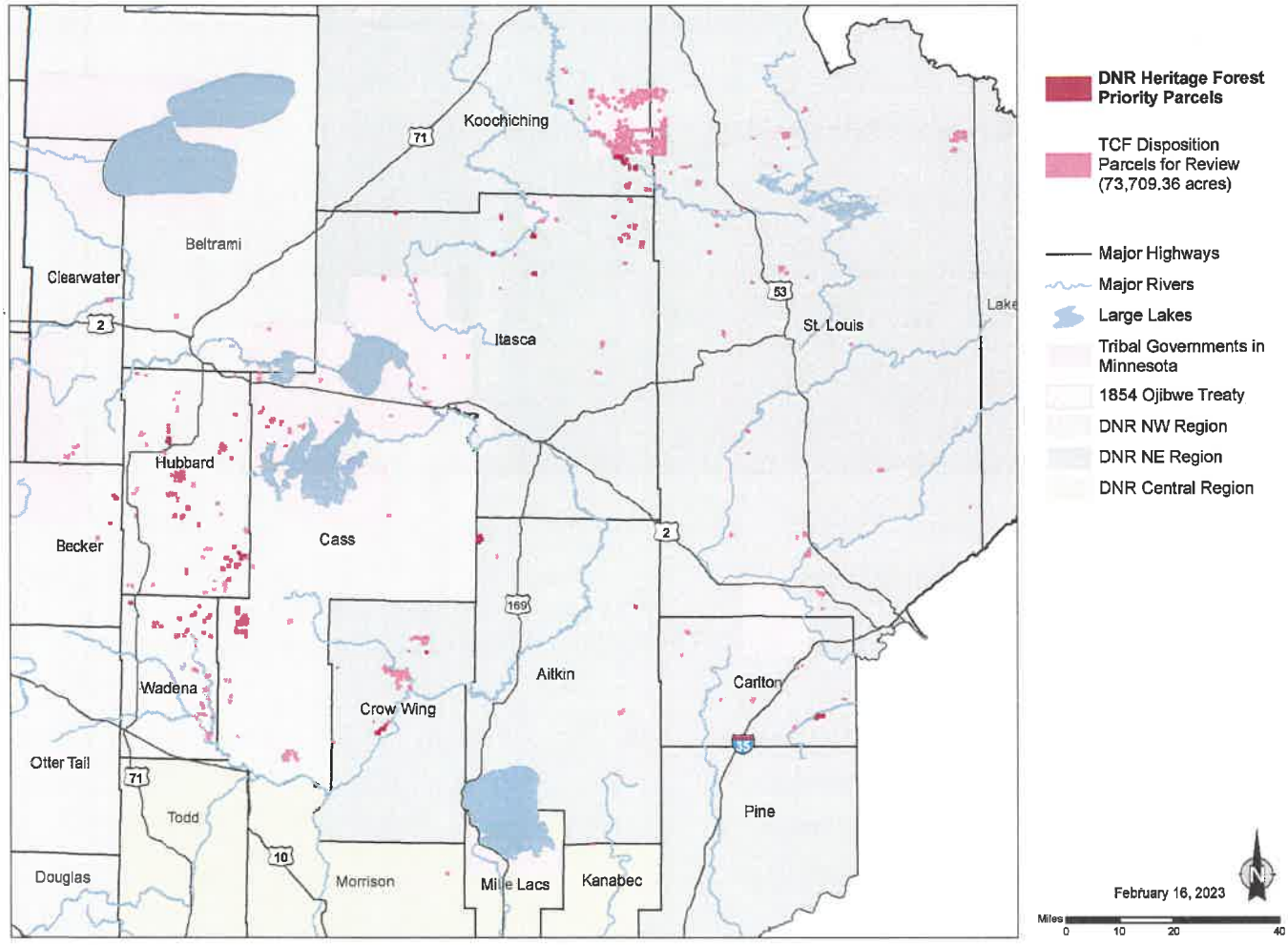
- Review county team anaylsis against program goals and objectives
- Finalize analysis and share results
- Seek tribal feedback
- Seek local support
- Seek acquistion funding

PHASE 4 Complete Acquisition

May 2023 - Feb 2025
Pending

- Complete survey and appraisal
- Negotiate option agreement
- Confirm funding
- Complete title review
- Execute closing documents
- Take ownership of acquired parcels

Minnesota Heritage Forest Proposed Acquisition



How we made our decisions

Lands were evaluated and scored against DNR's established Strategic Land Asset Management (SLAM) goals.

- Protect significant and/or rare natural resources
- Protect and restore water resources
- Mitigate and adapt to climate change
- Expand access to existing land holdings
- Consolidate land ownership

Lands within Tribal Nation boundaries were not considered. TCF is working directly with Tribes. DNR consulted with Tribes on potential acquisitions outside of Tribal Nation boundaries.

Small, isolated parcels were not priority acquisitions.

DNR collaborated with township boards and county land commissioners and boards to identify their preferences for county land acquisition and seek their support for DNR acquisition.

For more information contact:

Bob Meier, Assistant Commissioner | Email: bob.meier@state.mn.us

Patty Thielen, Director of the Division of Foresty | Email: patty.thielen@state.mn.us

Adam Munstenteiger, Project Lead and DNR Northwest Region Forestry Manager
Email: adam.munstenteiger@state.mn.us | Phone: 218-308-2377

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Lessard-Sams Outdoor Heritage Council

Template / Directions for ML 2024

ML 2024 Request for Funding

General Information

Date: 03/27/2023 (auto populated - date of your submission)

Proposal Title: Template / Directions for ML 2024

Funds Requested: $46,200 (this amount will be auto populated from the budget table)

Confirmed Leverage Funds: $10,000 (this amount will be auto populated from the budget table)

Is this proposal Scalable?: No (this info will be auto populated from info in the Budget tab)

For requests under $500,000 see the MN DNR's Conservation Partners Legacy Grant Program

Manager Information

Manager's Name: Sandy Tester
Title: Program Analyst Manager
Organization: LSOHC
Address: 100 Rev. Dr. MLK Jr. Blvd.
City: St. Paul, MN 55155
Email: sandy.smith@lsohc.leg.mn
Office Number: 651-297-7141
Mobile Number: 651-297-7141
Fax Number:
Website: www.lsohc.leg.mn

Location Information

County Location(s): Blue Earth, Beltrami, Chippewa and Murray (this is auto populated from the Parcel List)

Selections below for eco-regions, activities, and resources will trigger specific questions in the proposal.

Eco regions in which work will take place: (see map in the Call for Funding Request)

- Forest / Prairie Transition
- Northern Forest
- Southeast Forest
- Metro / Urban
- Prairie

Activity types:

- Enhance
- Protect in Fee
- Other : example: fish barriers
- Protect in Easement
- Restore

Priority resources addressed by activity:

- Forest
- Habitat
- Wetlands
- Prairie

Narrative

(the CRITERIA indicted throughout refers to the hearing criteria on pg. 5 of Call for Funding Request)

Abstract

CRITERIA #1 - Provide a clear, concise summary of the proposed program's activities and outcomes. This should include the Who, What, When, Where, Why and How. This is the most visible description of your program. The abstract will provide readers with an overview of program objectives and will be publicly visible on the LSOHC website and summary reports.

Design and Scope of Work

CRITERIA #2 - This section describes in more/greater detail the problem to be addressed, the scope of work, how priorities were set, and the urgency and opportunity of the proposed project/program. Be sure that the narrative answers what specific habitat will be affected and how the actions will directly restore, enhance, and/or protect prairies, wetlands, forests, or habitat for fish, game, and wildlife. Your narrative should also address the level of stakeholder involvement and partnership. Be sure it is clearly written and addresses: Who, What, Where, When, Why, and How in greater depth.

Explain how the proposal addresses habitat protection, restoration, and/or enhancement for fish, game & wildlife, including threatened or endangered species conservation

CRITERIA #3 description entered here

What are the elements of this proposal that are critical from a timing perspective?

CRITERIA #4 description entered here

Describe how the proposal expands habitat corridors or complexes and/or addresses habitat fragmentation:

CRITERIA #5 description entered here

Which Conservation Plans referenced in MS97A.056, subd. 3a are most applicable to this project and why? (choose up to 2 plans from list provided with option to enter one of your own)

- A Vision for Wildlife and Its Use -- Goals and Outcomes 2006-2012

- Driftless Area Restoration Effort
- Ducks Unlimited Living Lakes Initiative
- Grassland Bird Conservation Area
- Grassland Conservation Plan for Prairie Grouse
- Long Range Duck Recovery Plan
- Long Range Plan for Fisheries Management
- Long Range Plan for Muskellunge and Large Northern Pike Management Through 2020
- Long Range Plan for the Ring-Necked Pheasant in MN
- Long Range Plan for the Wild Turkey
- Lower St. Louis River Habitat Plan
- Managing Minnesota's Shallow Lakes for Waterfowl and Wildlife
- Midwest Glacial Lakes Partnership
- Minnesota DNR AMA Acquisition Plan
- Minnesota DNR Nongame Wildlife Plans
- Minnesota DNR Scientific and Natural Area's Long Range Plan
- Minnesota DNR Strategic Conservation Agenda
- Minnesota Forest Resource Council Landscape Plans
- Minnesota Prairie Conservation Plan
- Minnesota Statewide Conservation & Preservation Plan
- Minnesota Sustainability Framework
- Minnesota's Wildlife Action Plan 2015-2025
- Minnesota's Wildlife Management Area Acquisition - The Next 50 Years
- Mississippi River Headwaters Comprehensive Plan
- Moose Advisory Committee Report to the Minnesota DNR
- National Audubon Society Top 20 Common Birds in Decline
- National Fish Habitat Action Plan
- North American Waterbird Conservation Plan
- North American Waterfowl Management Plan
- Northern Plains Prairie Potholes Regional Shorebird Conservation Plan
- Northern Tallgrass Prairie Ecoregion: A River and Stream Conservation Portfolio
- Northern Tallgrass Prairie Habitat Preservation Area (HPA) Final Environmental Impact Statement
- Other : You can enter another plan that is not included on the list provided
- Outdoor Heritage Fund: A 25 Year Framework
- Partners in Flight Conservation Plans for States and Physiographic Regions
- Partners in Flight Grassland Bird Plan
- Red River of the North Fisheries Management Plan
- Ruffed Grouse in Minnesota: A Long-Range Plan for Management
- State Comprehensive Outdoor Recreation Plan
- Strategic Plan for Coldwater Resources Management in Southeastern Minnesota
- Superior National Forest Land and Resource Management Plan
- The Nature Conservancy's Superior Mixed Forest Ecoregional Plan
- U.S. Fish and Wildlife Service Strategic Habitat Conservation Model
- U.S. Prairie Pothole Joint Venture Plan
- Upper Mississippi River and Great Lakes Region Projects Joint Ventures Plan

Explain how this proposal will uniquely address habitat resilience to climate change and its anticipated effects on game, fish & wildlife species utilizing the protected or restored/enhanced habitat this proposal targets.

CRITERIA #6 - NEW QUESTION - description entered here

Which LSOHC section priorities are addressed in this proposal?

(system will filter sections based on selections in general tab – select ONE main priority for each section)

Forest / Prairie Transition

- Protect, restore, and enhance habitat for waterfowl, upland birds, and species of greatest conservation need

Metro / Urban

- Protect habitat corridors, with emphasis on the Minnesota, Mississippi, and St. Croix rivers (bluff to floodplain)

Northern Forest

- Provide access to manage habitat on landlocked public properties or protect forest land from parcelization and fragmentation through fee acquisition, conservation or access easement

Prairie

- Protect, enhance, or restore existing wetland/upland complexes, or convert agricultural lands to new wetland/upland habitat complexes

Southeast Forest

- Restore forest-based wildlife habitat that has experienced substantial decline in area in recent decades

Describe how this project/program will produce and demonstrate a significant and permanent conservation legacy and/or outcomes for fish, game, and wildlife, and if not permanent outcomes, why it is important to undertake at this time:

CRITERIA #7 description entered here.

Outcomes

Programs in forest-prairie transition region:

- Improved aquatic habitat vegetation ~ *CRITERIA # 7 Further explanation here*

Programs in metropolitan urbanizing region:

- A forest land base that contributes to the habitat picture ~ *CRITERIA # 7 Further explanation here*

Programs in the northern forest region:

- Forestlands are protected from development and fragmentation ~ *CRITERIA # 7 Further explanation here*

Programs in prairie region:

- Agriculture lands are converted to grasslands to sustain functioning prairie systems ~ *CRITERIA # 7 Further explanation here*

Programs in southeast forest region:

- Forestlands and savannas are protected from parceliazation and fragmentation and accessible for resource management purposes ~ *CRITERIA # 7 Further explanation here*

What other dedicated funds may collaborate with or contribute to this proposal?

- Arts and Cultural Heritage Fund
- Environment and Natural Resource Trust Fund
- Clean Water Fund
- Parks and Trails Fund

Per MS 97A.056, Subd. 24, Please explain whether the request is supplanting or is a substitution for any previous funding that was not from a legacy fund and was used for the same purpose.

Explain why the program does not supplant or substitute here.

How will you sustain and/or maintain this work after the Outdoor Heritage Funds are expended?

CRITERIA #9 description entered here

Actions to Maintain Project Outcomes

Year	Source of Funds	Step 1	Step 2	Step 3
2018	Funding Source A	step 1 to maintain outcome - CRITERIA # 9	step 2 to maintain outcome	step 3 to maintain outcome
2019	Funding Source B	step 1 to maintain outcome	step 2 to maintain outcome	-
2020	Funding Source C	step 1 to maintain outcome	step 2 to maintain outcome	step 3 to maintain outcome

How will the program directly involve, engage, and benefit BIPOC (Black, Indigenous, People of Color) and diverse communities:

Explain / Describe here: examples include outreach activities, partner and volunteer involvement, secondary educational or community opportunities of environmental or social significance.

Activity Details

(questions here vary based on the activities selected in General Tab, this is a list of ALL possible questions)

Requirements

If funded, this proposal will meet all applicable criteria set forth in MS 97A.056?
Yes

Will county board or other local government approval be formally sought prior to acquisition, per 97A.056 subd 13(j)?
No

Describe any measures to inform local governments of land acquisition under their jurisdiction:
If no above, Explain here

Is the land you plan to acquire (fee title) free of any other permanent protection?
No

Describe the permanent protection and justification for additional protection:
If no above, Explain here

Is the land you plan to acquire (easement) free of any other permanent protection?
No

Describe the expected public use:
If no above, Explain here

Will restoration and enhancement work follow best management practices including MS 84.973 Pollinator Habitat Program?
No

Explain why the work will not follow best management practices:
If no above, Explain here

Is the restoration and enhancement activity on permanently protected land per 97A.056, Subd 13(f), tribal lands, and/or public waters per MS 103G.005, Subd. 15 or on lands to be acquired in this program?
Yes

Where does the activity take place?

- WMA
- SNA
- Permanently Protected Conservation Easements
- Refuge Lands
- State Wilderness Areas
- State Forests
- WPA
- AMA
- County/Municipal
- Public Waters
- State Recreation Areas
- Other : example: State Park

Land Use

Will there be planting of any crop on OHF land purchased or restored in this program?
Yes

Explain what will be planted:
If yes above, Explain here

Will neonicotinoid pesticide products be used within any activities of this proposal?
Yes

Please Explain:
If yes above, Explain here

Is this land currently open for hunting and fishing?
Yes

Describe any variation from the State of Minnesota regulations:
If yes above, Explain here

Will the land be open for hunting and fishing after completion?
Yes

Describe any variation from the State of Minnesota regulations:
If yes above, Explain here

Will the eased land be open for public use?
Yes

Describe the expected public use:
If yes above, Explain here

Are there currently trails or roads on any of the proposed acquisitions?
Yes

Describe the types of trails or roads and the allowable uses:
If yes above, Explain here

Will the trails or roads remain and uses continue to be allowed after OHF acquisition?
Yes

How will maintenance and monitoring be accomplished?
If yes above, Explain here

Will new trails or roads be developed or improved as a result of the OHF acquisition?
Yes

Describe the types of trails or roads and the allowable uses:
If yes above, Explain here

How will maintenance and monitoring be accomplished?
If yes above, Explain here

Will the land that you acquire (fee or easement) be restored or enhanced within this proposal's funding and availability?
No

Explain how, when, and source of the R/E work:
If no above, Explain here

Other OHF Appropriation Awards

Have you received OHF dollars in the past through LSOHC that are current OPEN appropriations?
Yes (if yes, you will be required to complete a table showing all open OHF appropriations)

Approp Year	Funding Amount Received	Amount Spent to Date	Funding Remaining	% Spent to Date
2019	$1,500,000	$750,000	$750,000	50.0%
2018	$1,000,000	$1,000,000	-	100.0%
Totals	$2,500,000	$1,750,000	$750,000	70.0%

Timeline

(click "add new activity" to create a timeline of your program's MAJOR activities and estimated completion dates)

Activity Name	Estimated Completion Date
Activity 1 - example seek willing landowners and obtain purchase agreements	Month / year
Activity 2 - start restoration of purchased lands	-
Activity 3 - close on acquisitions	Month / year
Activity 4 - convey lands to final management organization	-
Activity 5 - design, engineering, and permitting complete	Month / year

Budget

Totals Criteria #11

Item	Funding Request	Total Leverage	Leverage Source	Total
Personnel	$30,000	$15,000	federal funds, donations/private	$45,000
Contracts	$100	-	-	$100
Fee Acquisition w/ PILT	$100	$100	Federal dollars	$200
Fee Acquisition w/o PILT	$100	-	-	$100
Easement Acquisition	$100	-	-	$100
Easement Stewardship	$100	-	-	$100
Travel	$100	-	-	$100
Professional Services	$100	-	-	$100
Direct Support Services	$100	-	-	$100
DNR Land Acquisition Costs	$100	-	-	$100
Capital Equipment	$15,000	$5,000	-	$20,000
Other Equipment/Tools	$100	-	-	$100
Supplies/Materials	$100	-	-	$100
DNR IDP	$100	-	-	$100
Grand Total	**$46,200**	**$20,100**	**-**	**$66,300**

Personnel

Position	Annual FTE	Years Working	Funding Request	Total Leverage	Leverage Source	Total
various: program management	2.5	5.0	$20,000	$10,000	donations/private	$30,000
engineering	1.0	3.0	$10,000	$5,000	federal funds	$15,000

Capital Equipment (only for single items over $10,000)

Item	Funding Request	Total Leverage	Leverage Source	Total
UTV with spray unit	$15,000	$5,000	-	$20,000

Amount of Request: $46,200 (amounts auto populated from tables)
Amount of Leverage: $20,100
Leverage as a percent of the Request: 43.51%
DSS + Personnel: $30,100
As a % of the total request: 65.15%
Easement Stewardship: $100
As a % of the Easement Acquisition: 100.0%

Total Leverage (from above)	Amount Confirmed	% of Total Leverage	Amount Anticipated	% of Total Leverage
$20,100	$10,000	49.75%	$10,100	50.25%

Detail leverage sources and confirmation of funds:
CRITERIA #10 - EXPLAIN HERE

Does this proposal have the ability to be scalable?
No

Please explain why this project can NOT be scaled:
Explain Here

Personnel

Has funding for these positions been requested in the past?
Yes

Please explain the overlap of past and future staffing and position levels previously received and how that is coordinated over multiple years?
If yes above, Explain Here

Contracts

What is included in the contracts line?
Explain Here

Professional Services

What is included in the Professional Services line?

- Appraisals
- Design/Engineering
- Other : Explain other professional service here
- Surveys
- Title Insurance and Legal Fees

Fee Acquisition

What is the anticipated number of fee title acquisition transactions?
This box only shows up if fee title acquisition funds are entered in the budget table

Easement Stewardship

What is the number of easements anticipated, cost per easement for stewardship, and explain how that amount is calculated?
This box only shows up if easement acquisition funds are entered in the budget table

Travel

Does the amount in the travel line include equipment/vehicle rental?
Yes

Explain the amount in the travel line outside of traditional travel costs of mileage, food, and lodging
Explain Here

I understand and agree that lodging, meals, and mileage must comply with the current MMB Commissioner Plan:
Yes

Direct Support Services

How did you determine which portions of the Direct Support Services of your shared support services is direct to this program?
Explain Here

Other Equipment/Tools

Give examples of the types of Equipment and Tools that will be purchased?
Explain Here

Federal Funds

(federal fund match MAY affect the end date of the appropriation availability)

Do you anticipate federal funds as a match for this program?
Yes

Are the funds confirmed? (if yes, you will be required to attach the confirmation letter/contract as proof of funds)
Yes

- Cash : $20,000
- In Kind : $5,000
- Other : Explain here

Output Tables

(outputs are specific products resulting from activities and are described as volume of work achieved)

Acres by Resource Type (Table 1)

Type	Wetland	Prairie	Forest	Habitat	Total Acres
Restore	10	10	10	10	40
Protect in Fee with State PILT Liability	10	10	10	10	40
Protect in Fee w/o State PILT Liability	10	10	10	10	40
Protect in Easement	10	10	10	10	40
Enhance	10	10	10	10	40
Total	**50**	**50**	**50**	**50**	**200**

How many of these Prairie acres are Native Prairie? (Table 1b)

Type	Native Prairie (acres)
Restore	5
Protect in Fee with State PILT Liability	5
Protect in Fee w/o State PILT Liability	5
Protect in Easement	5
Enhance	5
Total	**25**

Total Requested Funding by Resource Type (Table 2)

Type	Wetland	Prairie	Forest	Habitat	Total Funding
Restore	$3,000	$3,000	$1,700	$500	$8,200
Protect in Fee with State PILT Liability	$3,000	$3,000	$3,000	$500	$9,500
Protect in Fee w/o State PILT Liability	$3,000	$3,000	$3,000	$500	$9,500
Protect in Easement	$3,000	$3,000	$3,000	$500	$9,500
Enhance	$3,000	$3,000	$3,000	$500	$9,500
Total	**$15,000**	**$15,000**	**$13,700**	**$2,500**	**$46,200**

Acres within each Ecological Section (Table 3)

Type	Metro/Urban	Forest/Prairie	SE Forest	Prairie	N. Forest	Total Acres
Restore	10	10	10	10	10	50
Protect in Fee with State PILT Liability	10	10	10	10	10	50
Protect in Fee w/o State PILT Liability	10	10	10	10	10	50
Protect in Easement	10	10	10	10	10	50
Enhance	10	10	10	10	10	50
Total	**50**	**50**	**50**	**50**	**50**	**250**

Total Requested Funding within each Ecological Section (Table 4)

Type	Metro/Urban	Forest/Prairie	SE Forest	Prairie	N. Forest	Total Funding
Restore	$2,500	$2,500	$2,000	$2,000	$500	$9,500
Protect in Fee with State PILT Liability	$2,500	$2,500	$2,000	$2,000	$500	$9,500
Protect in Fee w/o State PILT Liability	$2,500	$2,500	$1,000	$2,000	$500	$8,500
Protect in Easement	$2,500	$2,500	$1,000	$2,000	$500	$8,500

Enhance	$2,500	$2,500	$2,700	$2,000	$500	$10,200
Total	**$12,500**	**$12,500**	**$8,700**	**$10,000**	**$2,500**	**$46,200**

Average Cost per Acre by Resource Type (Table 5) (this table is auto populated)

Type	Wetland	Prairie	Forest	Habitat
Restore	$300	$300	$170	$50
Protect in Fee with State PILT Liability	$300	$300	$300	$50
Protect in Fee w/o State PILT Liability	$300	$300	$300	$50
Protect in Easement	$300	$300	$300	$50
Enhance	$300	$300	$300	$50

Average Cost per Acre by Ecological Section (Table 6) (this table is auto populated)

Type	Metro/Urban	Forest/Prairie	SE Forest	Prairie	N. Forest
Restore	$250	$250	$200	$200	$50
Protect in Fee with State PILT Liability	$250	$250	$200	$200	$50
Protect in Fee w/o State PILT Liability	$250	$250	$100	$200	$50
Protect in Easement	$250	$250	$100	$200	$50
Enhance	$250	$250	$270	$200	$50

Target Lake/Stream/River Feet or Miles

3 miles

Parcels

Sign-up Criteria? (must attach document if there are no parcels listed in the proposal)
No

Explain the process used to identify, prioritize, and select the parcels on your list:
Explain here.

Restore / Enhance Parcels (Enter only one parcel per row. Make sure to **scroll all the way to the right** in the Parcel Tab table and complete all fields.)

Name	County	TRDS	Acres	Est Cost	Existing Protection
-	-	-	22	$20,000	No
Tract 5	Murray	-	5	$300	No

Protect Parcels

Name	County	TRDS	Acres	Est Cost	Existing Protection
Tract 1	Blue Earth	-	150	$5,000	No
Tract 9	Chippewa	-	20	$500	No

Protect Parcels with Buildings

Name	County	TRDS	Acres	Est Cost	Existing Protection	Buildings	Value of Buildings
Smith Farm	Beltrami	-	50	$2,000	No	2	$0

Other Parcels

Name	County	TRDS	Acres	Est Cost	Existing Protection
-	-	-	1	$150,000	Yes

Entering Parcel Data
There are dropdown menus for most of the fields in the form:

Township: Numerical range is 026-258. A "0" must be placed in front of single or double digits.
Range: Numerical range is 01-51 A "0" must be placed in front of single digits.
Direction: All of Minnesota is 02, except for parts of northeastern Cook County which are 01.
Section: 01-36. A "0" must be placed in front of single or double digits.
Description: Add a brief land description of the target property.
Activity: If completing the spreadsheet template provided for upload, make sure that this field is filled with the choices in the drop down box exactly as they appear. (*Protect in Fee w/o PILT, Protect in Fee with PILT, Protect in Easement, Restore, Enhance, Other, Not Applicable*)
Existing Protection: Check *Yes* if there is already existing permanent protection on this property and *No* if not.
Open to Hunting and Fishing: Options are: *Full, Limited, No, Not Applicable.* Trapping is included in hunting. Regarding fishing, if the parcel does not have water, select *Not Applicable* rather than *No* in this field. *No* means it is NOT open for hunting/fishing.
Status: All proposed parcels should default to *Proposed.*
Buildings/Improvements: For fee acquisition programs, complete the final four columns for buildings or improvements on the property.

Attachments

Required Attachment

Proposal Illustration *is required* – a one-page (front and back) illustration that helps visually convey the Who, What, Where, When, Why, and How of your proposal. This graphic representation may be in color and will be provided with the proposal for evaluation. Readers should have a strong understanding of your proposal after reviewing this document. Items to consider include photos, graphics, tables, maps, highlights, etc.

Required Attachments for Non-Government Organizations

- Most Recent Financial Audit
- List of Board Members

Optional Attachments

- Letters of support (combine all letters into one PDF – please use electronic copies of letters, not scanned copies whenever possible)
- Maps: should show the neighborhood, aerial photos, and adjacent public lands to help show habitat connections
- Attachments have a maximum file size of 25MB/file

Submitting Requests

Print your proposal for review prior to submission. To do this: Click the *Dashboard* link near the top of the page, bringing you to your manager dashboard. Click the *Generate Proposal* link to open your draft and request as a PDF to save or print. The way your proposal looks when it is printed is how the proposal will be presented to the Council.

When you are ready to submit your final request for funding, AFTER you have reviewed it, click the *Select Action* button near the top right side of the page. Select *Submit to LSOHC*. If errors exist, a dialogue box will appear listing the errors and how to correct them. *Select Submit to LSOHC* again after addressing the errors.

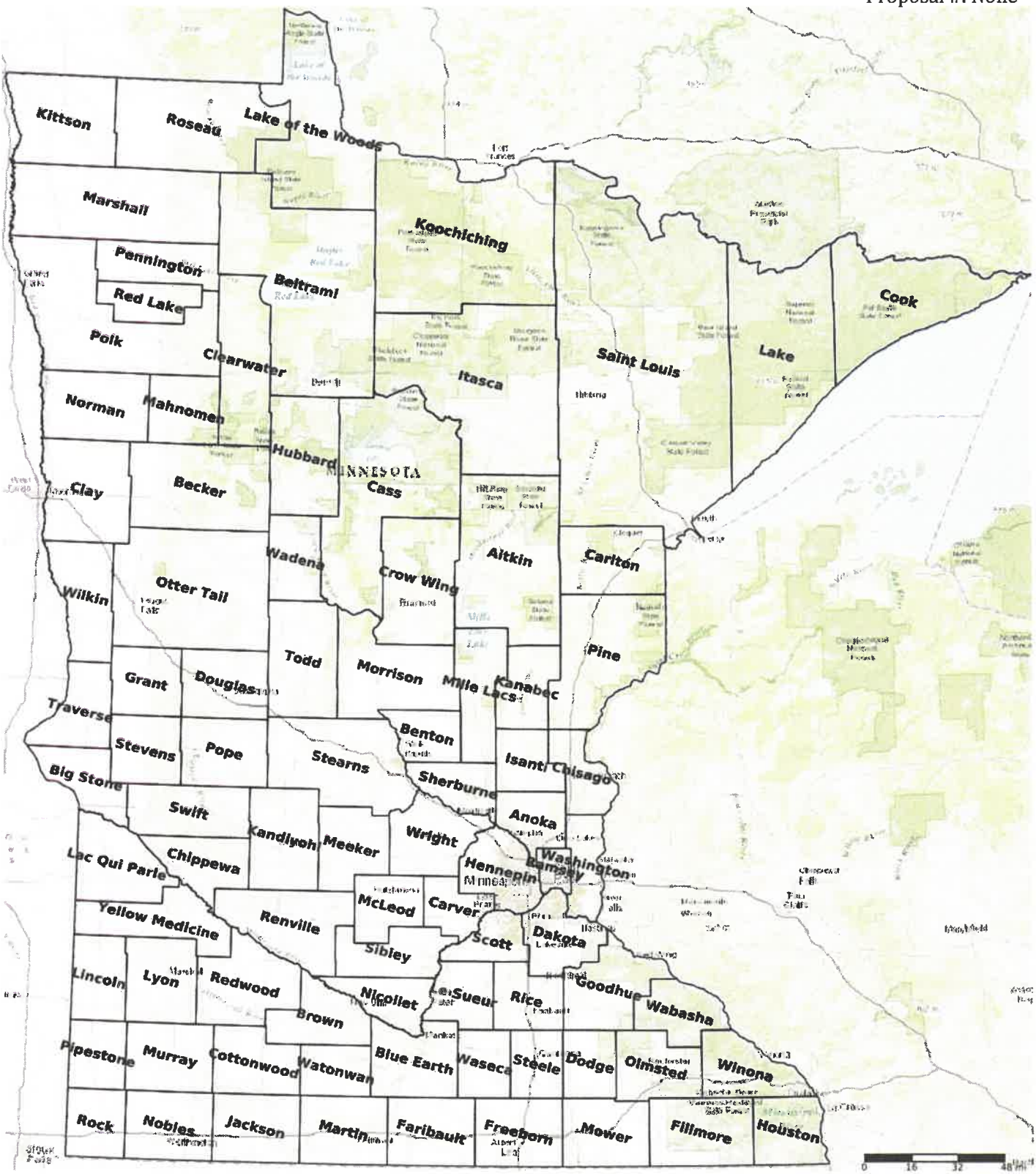
Important: Once your proposal has been submitted, your request for funding is final. There is no option for further editing.

You will receive an automated system generated email confirmation of your submission. If you do not receive a confirmation email, contact LSOHC staff.

Information and Assistance

Council staff is available to assist applicants with general proposal questions or technical issues during the submission process.

For proposal questions, technical issues, or system errors - contact Sandy Smith at **651-297-7141** or **sandy.smith@lsohc.mn.gov**
To make an appointment with staff to review a new proposal prior to submission - contact Amanda Schnabel at **651-284-6430** or **amanda.schnabel@lsohc.mn.gov**



- Protect in Easement
- Protect in Fee with PILT
- Protect in Fee W/O PILT
- Restore
- Enhance
- Other

Parcel Map
Template / Directions for ML 2023
(Data Generated From Parcel List)

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3001

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Sale of Tax-Forfeited Land to City of Coleraine for Public Purpose

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Sale of Tax-Forfeited Land, a part of parcel #88-031-4105, to the City of Coleraine for a Public Purpose, which approves sale of part of Government Lot Five (5), Section 31, Township 56, Range 24, more particularly described in attached Resolution, under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $250.00 plus all associated costs.

BACKGROUND:
The City of Coleraine has requested purchase of tax-forfeited land, a portion of parcel #88-031-4105, known as part of Government Lot Five (5), Section 31, Township 56, Range 24, more particularly described in attached Resolution, for the amount of $250.00. Minnesota Statute 282.01, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for the market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

The Itasca County Board of Commissioners has classified said described property as non-conservation land. The City of Coleraine has requested the purchase of said property to use as a green space area to accommodate activities for youth recreation programs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Resolution No. 2023.03.27--Conveyance
2. Location_Map

04/04/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 04/11/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 4, 2023

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF COLERAINE FOR PUBLIC PURPOSE

WHEREAS, the State of Minnesota, in trust for the taxing districts acquired the following described land in 1997 and is managed by Itasca County:

That part of Government Lot 5, Section 31, Township 56 North, Range 24 West of the Fourth Principal Meridian, Itasca County, Minnesota, described as follows:
Beginning at the southwest comer of said Government Lot 5, thence North 02 degrees 57 minutes 12 seconds East, assigned bearing along the West line of said Government Lot 5, a distance of 250.55 feet, more or less, to the southerly right of way line of Cole Street, a.k.a., County Road 61; thence North 89 degrees 17 minutes 02 seconds East 96.78 feet, more or less, to the westerly right of way line of State Highway 169; thence South 00 degrees 41 minutes 08 seconds West, along said right of way line 230.86 feet; thence North 89 degrees 17 minutes 52 seconds West, along said right of way, a distance of 64.00 feet; thence South 00 degrees 42 minutes 08 seconds East, along said right of way, a distance of 19.82 feet, more or less, to the South line of said Government Lot 5; thence North 89 degrees 58 minutes 46 seconds West, along said South line, a distance of 48.76 feet, to the point of beginning appraised for the amount of $250.00; and

WHEREAS, the City of Coleraine has requested purchase of said property to use for the purpose of green space area to accommodate activities for youth recreation programs.

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

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the above described property is managed for public purpose by the City of Coleraine.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of $250.00 plus all associated costs.

CITY OF Coleraine

Office 218.245.2112
Fax 218.245.2123

302 Roosevelt Street
PO Box 670
Coleraine, MN 55722

CITY OF COLERAINE

RESOLUTION NO. 2023.03.27 – CONVEYANCE

A RESOLUTION REQUESTING CONVEYANCE OF A PORTION OF TAX-FORFEITED TRUST PARCEL 88-031-4105 FOR AN AUTHORIZED PUBLIC PURPOSE

WHEREAS, Minnesota Statute 282.01, Subd. 1A, para. (b) allows for, upon written request of a governmental subdivision of the State, the County Bard's approval of the conveyance 9of a tax forfeited trust land to the public entity for an authorized public purpose of the tax forfeited land for the purpose of green space area to accommodate activities for youth recreation programs and specifically for flag football in the fall; and

WHEREAS, parcel 88-031-4105 has been tax forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County; and

WHEREAS, a survey has been conducted to separate parcel 88-031-4105 into two parcels, one sitting south of County Road 61/Cole Street and one sitting north of County Road 61/Cole Street; and

WHEREAS, the City of Coleraine wishes to have the portion of parcel 88-031-4105 that sits on the south side of County Road 61/Cole Street with the proposed legal description of:

That part of Government Lot 5, Section 31, Township 56 North, Range 24 West of the Fourth Principal Meridian, Itasca County, Minnesota described as follows:

Beginning at the southwest corner of said Government Lot 5, thence North 02 degrees 57 minutes 12 seconds East, assigned bearing along the West line of said Government Lot 5, a distance of 250.55 feet, more or less, to the southerly right of way line of COLE STREET, a.k.a., County Road 61; thence North 89 degrees 17 minutes 02 seconds East 96.78 feet, more or less, to the westerly right of way line of STATE HIGHWAY 169; thence South 00 degrees 41 minutes 08 seconds West, along said right of way line 230.86 feet; thence North 89 degrees 17 minutes 52 seconds West, along said right of way, a distance of 64.00 feet; thence South 00 degrees 42 minutes 08 seconds East, along said right of way, a distance of 19.82 feet, more or less, to the South line of said Government Lot 5; thence North 89 degrees 58 minutes 46 seconds West, along said South line, a distance of 48.76 feet, to the point of beginning.

WHEREAS, the sale price for the portion of parcel 88-031-4105 that sits on the south side of County Road 61/Cole Street shall be $250.00 plus costs associated with the transfer (roughly $600 total); and

WHEREAS, the City of Coleraine and the public would benefit from conveyance of said tax-forfeited trust parcel for green space for youth recreation programs run by the Greenway Joint Recreation Association.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Coleraine, Itasca County, Minnesota, hereby respectfully requests that the Itasca County Board consider approving conveyance of the portion of tax-forfeited trust parcel 88-031-4105 that sits on the south side of County Road 61/Cole Street as described above to the City of Coleraine, as provided for under Minnesota Statute 282.01, Subd. 1A, para. (b) for the authorized public purpose of green space for youth recreation programs.

Adopted this 27th day of March, 2023.

Thomas Nielsen, Mayor

State of Minnesota
County of Itasca
City of Coleraine

This instrument was acknowledged before me on this 27th day of March 2023 by Mayor Thomas Neilsen representing approval of Coleraine City Council.

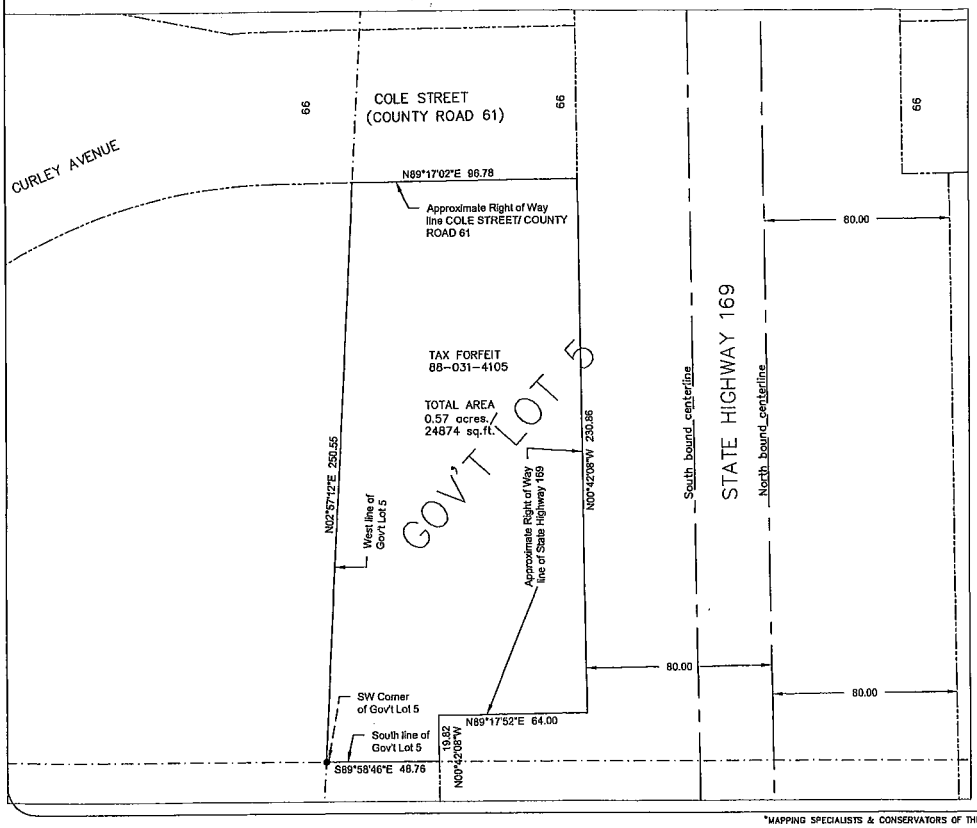
BRIANA JUNE ANDERSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

Signature of Notarial Officer

City Clerk-Treasurer
Title/Rank

My Commission Expires: 1/31/2026

SKETCH AND DESCRIPTION
FOR ITASCA COUNTY LAND DEPARTMENT
PART OF GOVERNMENT LOT 5,
SECTION 31, TOWNSHIP 56 NORTH, RANGE 24 WEST,
ITASCA COUNTY, MINNESOTA



PROPOSED DESCRIPTION:
That part of Government Lot 5, Section 31, Township 56 North, Range 24 West of the Fourth Principal Meridian, Itasca County, Minnesota, described as follows:

Beginning at the southwest corner of said Government Lot 5, thence North 02 degrees 57 minutes 12 seconds East, assigned bearing along the West line of said Government Lot 5, a distance of 250.55 feet, more or less, to the southerly right of way line of COLE STREET, a.k.a., County Road 61; thence North 89 degrees 17 minutes 02 seconds East 96.78 feet, more or less, to the westerly right of way line of STATE HIGHWAY 169; thence South 00 degrees 41 minutes 08 seconds West, along said right of way line 230.86 feet; thence North 89 degrees 17 minutes 52 seconds West, along said right of way, a distance of 64.00 feet; thence South 00 degrees 42 minutes 08 seconds East, along said right of way, a distance of 19.82 feet, more or less, to the South line of said Government Lot 5; thence North 89 degrees 58 minutes 46 seconds West, along said South line, a distance of 48.76 feet, to the point of beginning

N

0 20 40

1 inch = 40 feet

Basis of Bearings:
Itasca County
South Zone Coordinate System
NAD 1983 (1996)

Legend
● 1" Iron Pipe found
X Calculated position

ITASCA COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

218-327-2854

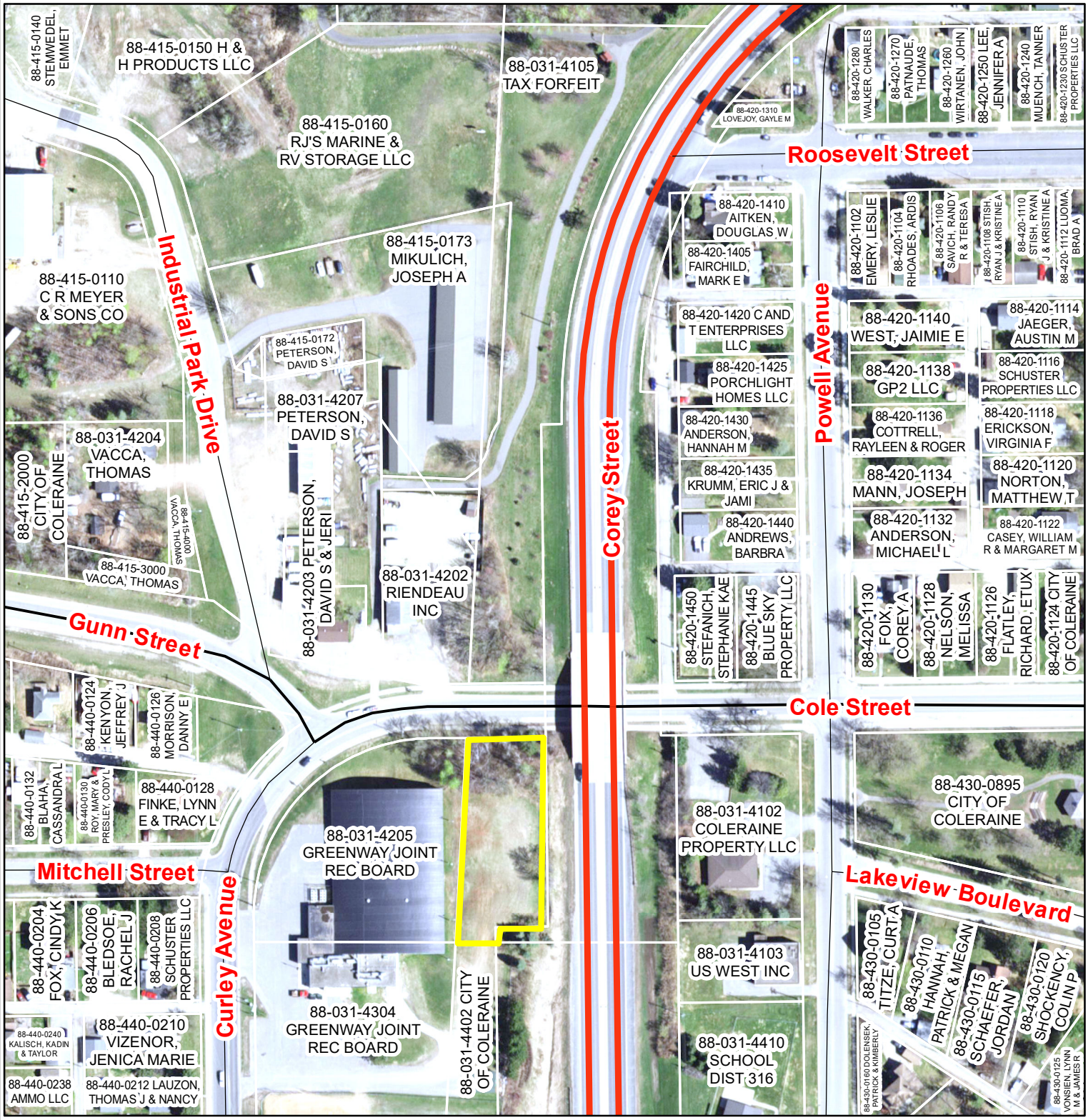
8:00 AM to 4:30 PM, Monday - Friday

I hereby certify that this survey, plan, or report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

June 20, 2022

Guy T. Carlson
MN License No. 40991

Location Map- Parcel 88-031-4105: South of Cole Street



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

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Feet

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2998

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: John Johnson

AGENDA ITEM:
GJRA Funding Request

BOARD ACTION REQUESTED:
Consider funding request from the Greenway Joint Recreation Association (GJRA) for facility upgrades to the Hodgins-Berardo Recreation Center.

BACKGROUND:
See attached.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Greenway IRRR Infrastructure Pre-app 032323

04/04/2023

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 04/11/2023 2:30 PM**

▼ Application

Project Title: Greenway Joint Recreation Association Facility Upgrades

**If this is a phased infrastructure project, the project title should include which phase your application is for*

Organization Greenway Joint Recreation Association

Location Coleraine ,MN

Primary Contact Patrick Guyer

Primary Signatory Patrick Guyer

Project Summary:

The Greenway Joint Recreation Association, which owns and operates the Hodgins-Berardo Recreation Center in Coleraine, MN is proposing to replace an ice cooling system and replace the deteriorating and problematic roof. The ice cooling system is essential to the basic functions of an ice arena. The roof problems have been patched and mitigated for more then ten years. Both of these replacements are vital to the basic operations of the facility.

The Hodgins-Berardo Recreation Center plays an integral role in our community as it provides the home base for many of our activities. It is the vital hub for football, baseball, fast pitch softball, figure skating, hockey and many other community events throughout the year. It provides jobs for the coaches of these programs along with the economic spin off from tournaments and other events. This project is essential in continuing to provide a community space that supports these programs and the community.

The Greenway Joint Recreation Association partners with the cities of LaPrairie, Coleraine, Bovey, Taconite, Marble, Calumet and Grand Rapids, along with the townships of Greenway, Lawrence Lake, Nashwauk, and Trout Lake to provide programming for all youth programs of the area. We also advise and support these organizations under our Association, such as Emerald Ice Figure Skating Club, the Greenway Amateur Hockey Association, Itasca Synchronized Swimming, and Greenway Youth Baseball.

In addition, in 2023, the Greenway Joint Recreation Association is partnering with the City of Grand Rapids to provide summer ice availability during the shutdown of the IRA Civic Center while their roof is being replaced. The Association's intent is that this partnership will continue beyond 2023 as a joint effort to provide summer ice events collaboratively for years to come.

As you can see, the Greenway Joint Recreation Association has long-standing relationships with organizations throughout the community, all of which are impacted by the Hodgins-Berardo Recreation Center. The completion of these vital infrastructure projects are imperative to meet the recreational needs of the area. It is essential to provide these quality services to our present and future residents in order to sustain viability of the facility for generations to come.

Project Start Date: 4/10/2023

Project End Date: 9/29/2023

Amount Requested: $100,000.00

Total Project Cost: $239,000.00

**For phased infrastructure projects, please indicate the total project cost for the current phase you are applying for.*

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3007

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Burl Ives

AGENDA ITEM:
COVID Update / CDC Requirements

BOARD ACTION REQUESTED:
Discuss recent COVID updates and CDC Requirements.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Interim County Policy COVID-19 Program for Employees 2021-01
2. Itasca County COVID-19 Preparedness Plan 7-27-2021

Motion To: Approve sunsetting the current COVID policy in accordance with the State of Minnesota end date.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Motion To: Direct Department Heads to submit reports by April 18, 2023 detailing their departmental Work from Home or Modified Work Schedules from the last three (3) years.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Effective: April 1, 2021

ITASCA COUNTY

Interim Policy 2021-01: COVID-19 Program for Employees

PURPOSE:

This policy identifies the primary issues related to dealing with necessary time off related to COVID-19 as well as the need for continued services during the governor's Emergency Executive Orders 21-11 and 21-12.

On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic. On March 13, 2020 the Minnesota governor issued an executive order 20-01 declaring a peacetime emergency because of this pandemic. On March 15, 2020 Minnesota detected the first confirmed cases caused by community spread.

It is our goal to implement the provisions of the federal and state requirements. We recognize that the evolving nature of the pandemic will likely create the need for this Policy to be amended, updated, and replaced. This policy is numbered in order to identify the most current policy. It is expected that, in the event this Policy is amended, updated, or replaced, a new policy number will be issued and the prior policy will be automatically withdrawn.

A. Continuation of Operations.

Emergency Executive Order 21-11 indicates that while remote work is no longer required as of April 15, 2021, remote work is encouraged.

i. Telecommuting

In order to apply this recommendation to our workforce, it must be understood that working from home (teleworking) is not an employee choice – rather we have the obligation to determine whether the employee can work from home. Upon a determination that telework is or is not a viable option for the employee, an employee cannot decline to follow such a determination as a matter of personal choice.

Telecommuting and working from home is not appropriate for all positions. Based on business need, staff will be given assignments and shall be required to have Virtual Private Network (VPN) access in order to work from home or another remote location when assigned by their supervisor.

Schedules, approved leave, and other situations may require changes or adjustments based on essential business needs.

Any work done remotely must meet business needs, follow Itasca County policies and, if applicable, department policies. Teleworking must also be approved in advance by the Supervisor and/or Department Head/Division Manager.

B. Leaves Associated with COVID-19:

i. Limited Application of Voluntary Emergency Paid Sick Leave:

The County recognizes the need to minimize the spread of the virus associated with COVID-19. Accordingly, the County will apply up to two weeks (80 hours) of emergency paid sick leave based on the eligibility requirements established under the American Rescue Plan Act (ARPA) with supporting documentation (100% of employee's regular rate of pay up to $511 daily and $5110 total) to the following leaves:

1. An employee who is unable to work, including unable to telework, because the employee is subject to a Federal or State or Local quarantine or isolation order related to COVID-19.

2. An employee who has been advised by a health care provider to self-quarantine related to COVID-19.

3. A. An employee who is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

   B. An employee who is obtaining immunization related to COVID-19 (limit 1 hour per vaccine).

   C. An employee who obtained immunization related to COVID-19 and is recovering from any illness or condition related to such immunization (limit 40 hours).

The County may also apply the up to two weeks (80 hours) of paid sick leave based on the (ARPA) requirements on a case-by-case basis to employees who are caring for an individual subject to an order described in #1 and #2 above with supporting documentation. This paid sick leave is at 2/3 % of the employee's regular rate of pay up to $200 daily and $2000 total.

Please note that these benefits and requirements are, consistent with federal law, intended to be limited in time. They are intended to expire at the end of July 2021. Pursuant to federal law, these

benefits do not vest, will not be paid out upon separation and may not be carried over from year to year except as required by federal law.

ii. Paid Leave Provisions Related to the Leaves Noted Above:

Leaves outlined in the County personnel policies or in collective bargaining agreements will continue to apply except that, unfortunately, due to staffing and contingency planning, it may be necessary to withdraw previously approved vacation requests. This will be addressed on a case by case basis.

iii. Leave Associated with Travel

We will follow CDC guidelines associated with employees returning to Minnesota from other locations.

iv. Employee Becoming Ill or Displaying Contagious Symptoms

Any employee who is sick should stay home.

Employees should refrain from discussing a coworker's condition due to data privacy laws. If an employee has concerns, they should speak privately with their supervisor or contact the Human Resources Director.

A supervisor may not ask employees about medical diagnoses, but employees may choose to voluntarily share this information. If an employee is displaying symptoms of contagious disease, supervisors should speak privately with the employee.

A supervisor may require an employee to leave the workplace, as a safety consideration for the health of other employees and the public, if the employee displays symptoms of a contagious illness. Such decision shall be part of a consistent plan that treats all employees with such symptoms similarly. While supervisors should not make judgments about a medical diagnosis, they may rely on symptoms to make a determination to send an employee home.

Supervisors should consult with Human Resources staff before sending employees home for these reasons and must notify Human Resources immediately if any employee is sent home because of displaying contagious symptoms. An employee who is sent home for these reasons may use their available paid leave or take the time as unpaid leave (if no paid leave is available). For a period less than a full work week, an exempt employee must use available paid leave hours. The employee may be eligible for Emergency Paid Sick Leave if they meet the eligibility criteria described in section B.i. of this Interim Policy and provide supporting documentation.

For employees in the jail, we will follow CDC guidelines.

v. Notifying Other Employees of a Confirmed Case of COVID-19

As recommended by the CDC, if an employee is confirmed to have COVID-19, the Minnesota Department of Health (MDH) or Itasca County Public Health will inform fellow employees of their possible exposure to COVID-19 in the workplace, but protect privacy as required by state and federal law. The Minnesota Department of Health (MDH) or Itasca County Public Health will not identify by name an individual who has contracted the disease. Employees exposed to a co-worker with confirmed COVID-19 should refer to CDC, MDH and/or Itasca County Public Health guidance for how to conduct a risk assessment of their potential exposure. The Minnesota Department of Health (MDH) and Itasca County Public Health will work closely with medical health providers and rely on guidance from federal and local authorities about transmission risk and containment.

Itasca County COVID-19 Preparedness Plan

Effective Date: July 27, 2021

Under Minnesota OSHA's COVID-19 Emergency Temporary Standard, Itasca County will establish a COVID-19 Preparedness Plan.

The COVID-19 Preparedness Plan shall establish and explain the necessary policies, practices and conditions to meet the Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19 and federal Occupational Safety and Health Administration (OSHA) standards related to worker exposure to COVID-19.

Itasca County is committed to providing a safe and healthy workplace for all our workers and visitors. To ensure we have as safe and healthy workplace, we have developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and workers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers, management and visitors. Only through this cooperative effort can we establish and maintain the safety and health of our workers and workplaces.

Management and workers are responsible for implementing and complying with all aspects of this COVID-19 Preparedness Plan. Itasca County managers and supervisors have our full support in enforcing the provisions of this plan.

Our COVID-19 Preparedness Plan follows Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, federal OSHA standards related to COVID-19, and addresses:

- hygiene and respiratory etiquette;
- engineering and administrative controls for social distancing;
- cleaning, disinfecting, decontamination;
- prompt identification and isolation of sick persons;
- communications provided to workers;

Screening and policies for employees exhibiting signs and symptoms of COVID-19 or exposed to someone with COVID-19

Employees will monitor for signs and symptoms of COVID-19 and the following procedures are implemented to assess health status of employees upon entering a county facility. Employees will take temperatures when entering county facilities, and will attest their temperature is below 99.5, and they have none of the following: feeling feverish or have chills, a new cough, shortness of breath, a new sore throat, new muscle aches, new headache, or new loss of smell or taste. Employees with any of these will notify supervisor and will return home. If symptoms appear anytime during the workday, employee is to notify supervisor and will isolate within the workplace until able to return home. Wearing a cloth or

disposable mask is encouraged for employees exhibiting symptoms of COVID-19 to prevent spread of droplets to coworkers or visitors.

Employees who have symptoms of COVID-19 are encouraged to test for COVID-19, 5 days after exposure date, if known. If positive test results are received, employee will complete the isolation period according to MN Department of Health guidelines.

Any employees or customers who were within 6 feet for 15 minutes over a 24-hour period of a positive case will be subject to quarantine according to the MN Department of Health guidelines. https://www.health.state.mn.us/diseases/coronavirus/quarguide.pdf . Shortened quarantine periods requiring a negative test must be with PCR test results. Rapid antigen or antibody tests are not indicated for shortened quarantine periods.

Masking

Per Governor Walz's Executive Order 21-21, masks are no longer required in indoor or outdoor spaces. If unable to maintain social distancing, masks remain recommended. Masks are required in venues that host over 500 attendees. Persons who are unvaccinated for COVID-19 are still encouraged to wear face masks in indoor settings or in outdoor settings when social distancing is unable to be maintained.

See the following link for CDC guidance on masks https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html

Or the following MDH link on face coverings
https://www.health.state.mn.us/diseases/coronavirus/facecover.html

Handwashing

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the bathroom. Hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) are at designated entrances and locations in the workplace so they can be used for hand hygiene if soap and water is unavailable, and as long as hands are not visibly soiled.

Respiratory etiquette: Cover your cough or sneeze

Workers, customers and visitors are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in provided trash receptacles and wash or sanitize their hands immediately afterward.

Social distancing

Social distancing of a minimum of six feet will be implemented and maintained between workers, customers and visitors in the workplace as much as possible through the following engineering and administrative controls: department leaders will work with employees to schedule in office or remote work hours and meetings, providing signage and/or markings for reminders to social distance for the public. If unable to social distance, employees will be encouraged to wear cloth or disposable masks to decrease transmission of droplets to coworkers or the public. Employees and visitors will enter and leave county facilities via designated entrances and exits.

Cleaning, disinfection

Maintenance staff will implement routine cleaning of commonly used spaces. Employees are encouraged to regularly disinfect their work environment including but not limited to work surfaces, phones, keyboards, writing utensils, tools, switches and handles, etc. Employees are encouraged to not share work items, office supplies, etc. Supervisors will access disinfecting supplies for their units and employees should use them according to package directions.

Communications

Supervisors or department leaders will communicate the COVID-19 plan to their employees within their unit. Questions can be routed to Kelly Chandler, Public Health Division Manager or Duane Dockter, Risk/Safety Manager.

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3009

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Cory Smith

AGENDA ITEM:
Appraisal of Certain County Properties

BOARD ACTION REQUESTED:
Authorize County staff to contract services of licensed real estate appraiser to determine current market value of certain County properties.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Direct the County Administrator to create an appraisal plan for County Board review and consideration by April 25, 2023.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

Tuesday, April 4, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3011

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Chair

AGENDA ITEM:
Schedule Special Session

BOARD ACTION REQUESTED:
Schedule Special Session Re: Itasca Nursing Home - Grand Village Management Contract on Tuesday, April 11, 2023 beginning at 1 p.m. in the Boardroom of the Itasca County Courthouse.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema