April 11, 2023

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:
1. Item #6.5 – Additional Information

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

DRAFT

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

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

Tuesday, April 11, 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**

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

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 11, 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**

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

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

Tuesday, April 11, 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**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 11, 2023

RESOLUTION 2023-17

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.

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

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

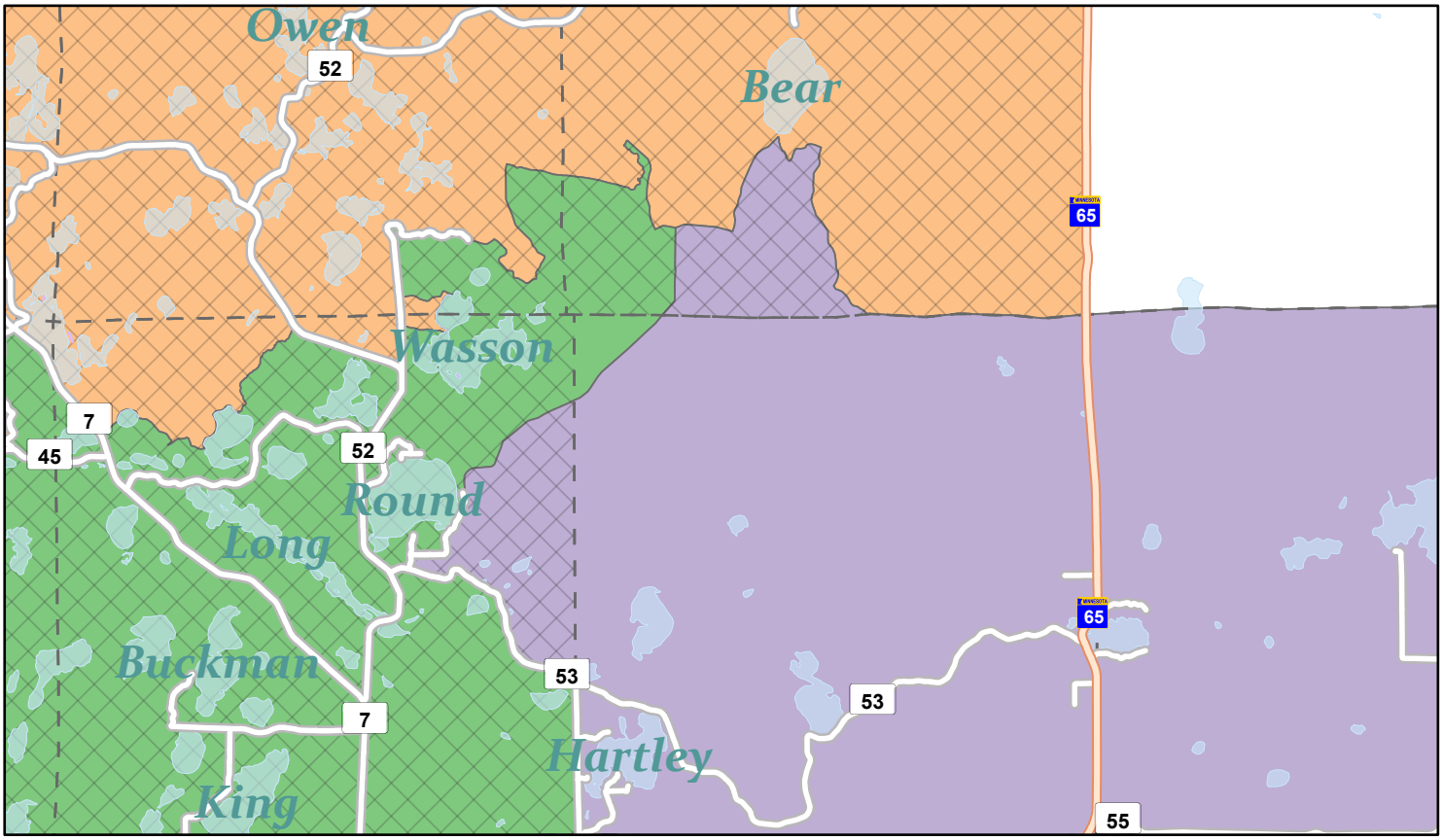
I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 11th day of April A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of April A.D. 2023.

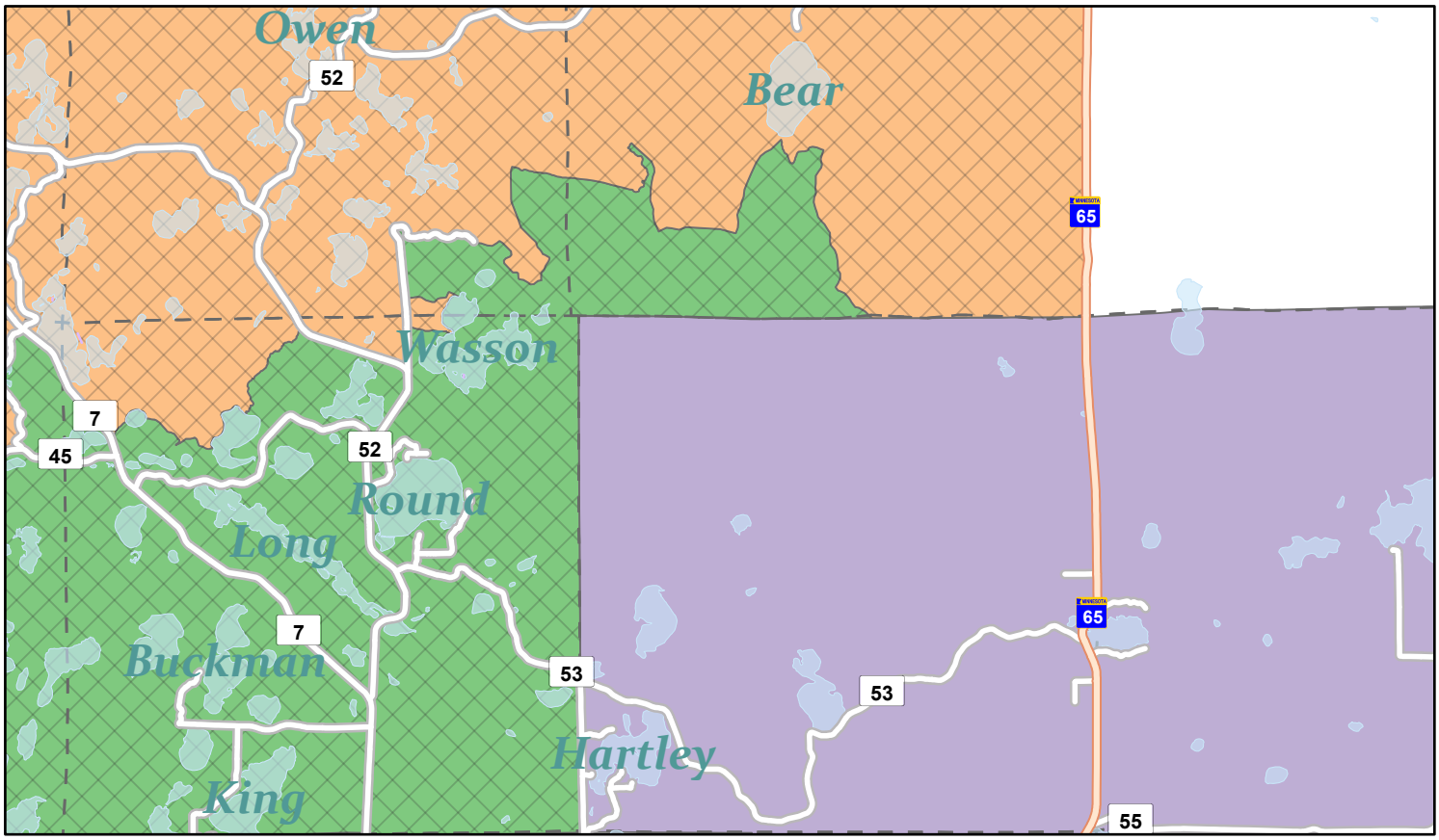
Administrator

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
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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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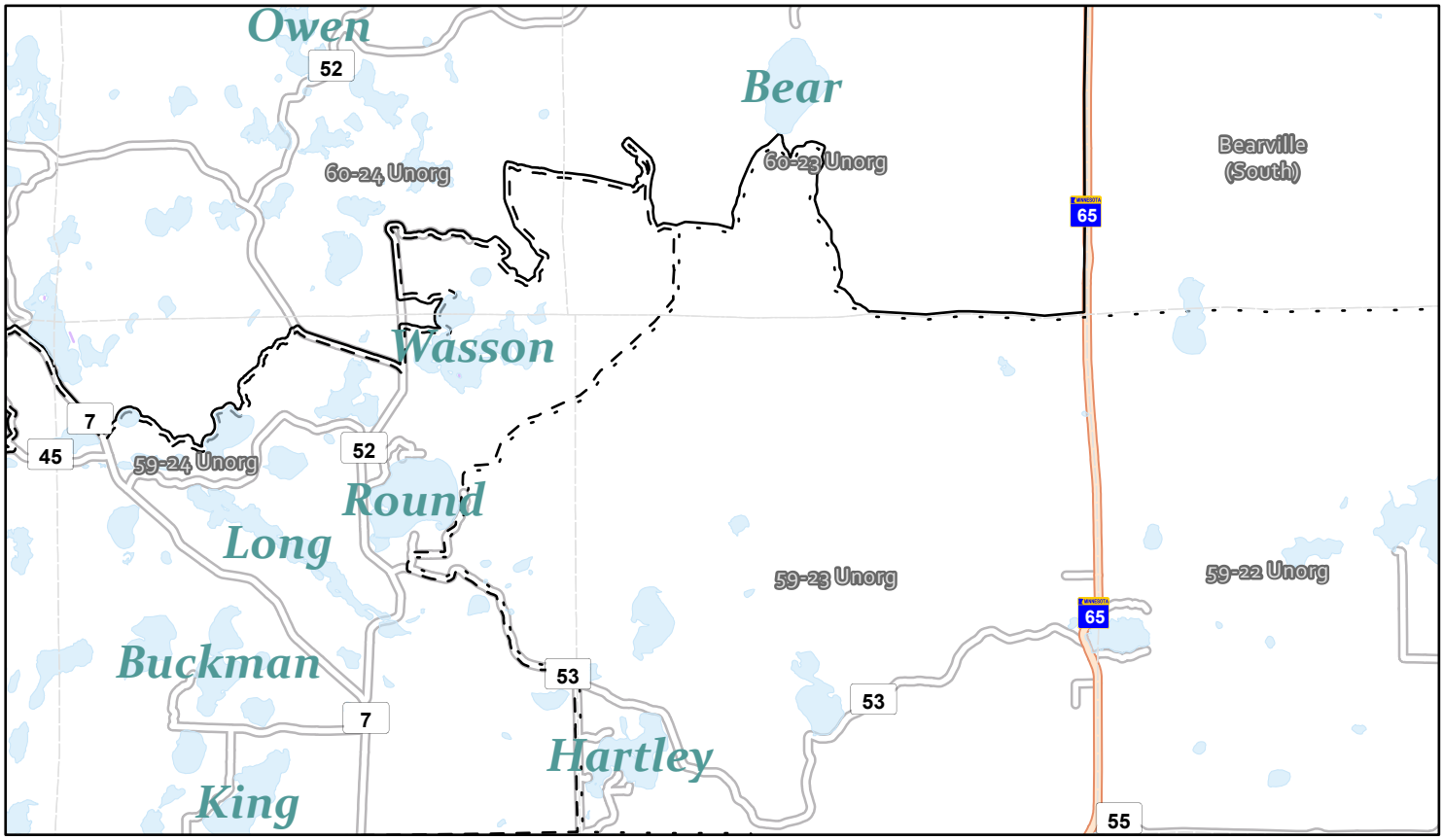
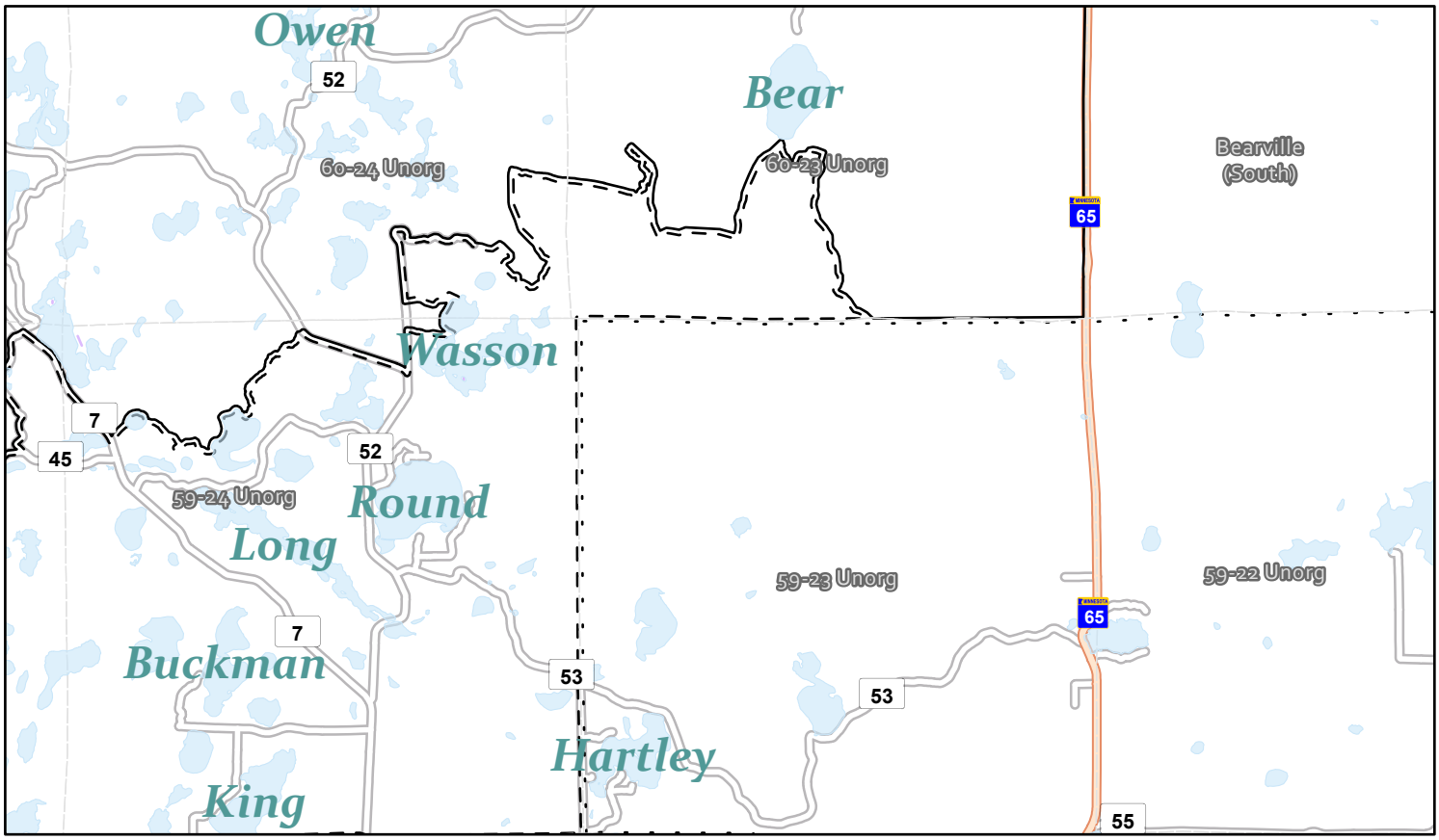
Existing Precinct Boundaries

EXHIBIT A



Proposed Precinct Boundaries



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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 11, 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**

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

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

Tuesday, April 11, 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**

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson

AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Cory Smith

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

Tuesday, April 11, 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.

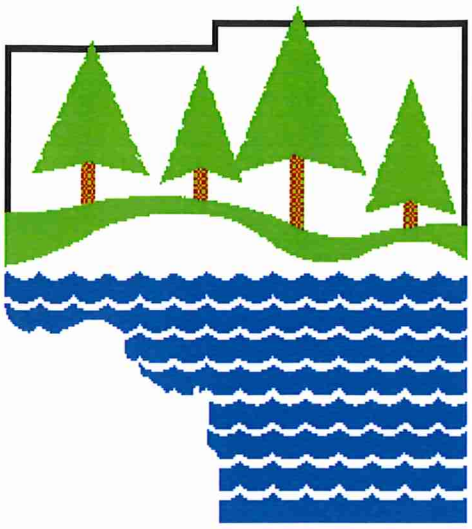
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 5 Year Plan

04/04/2023

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

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



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

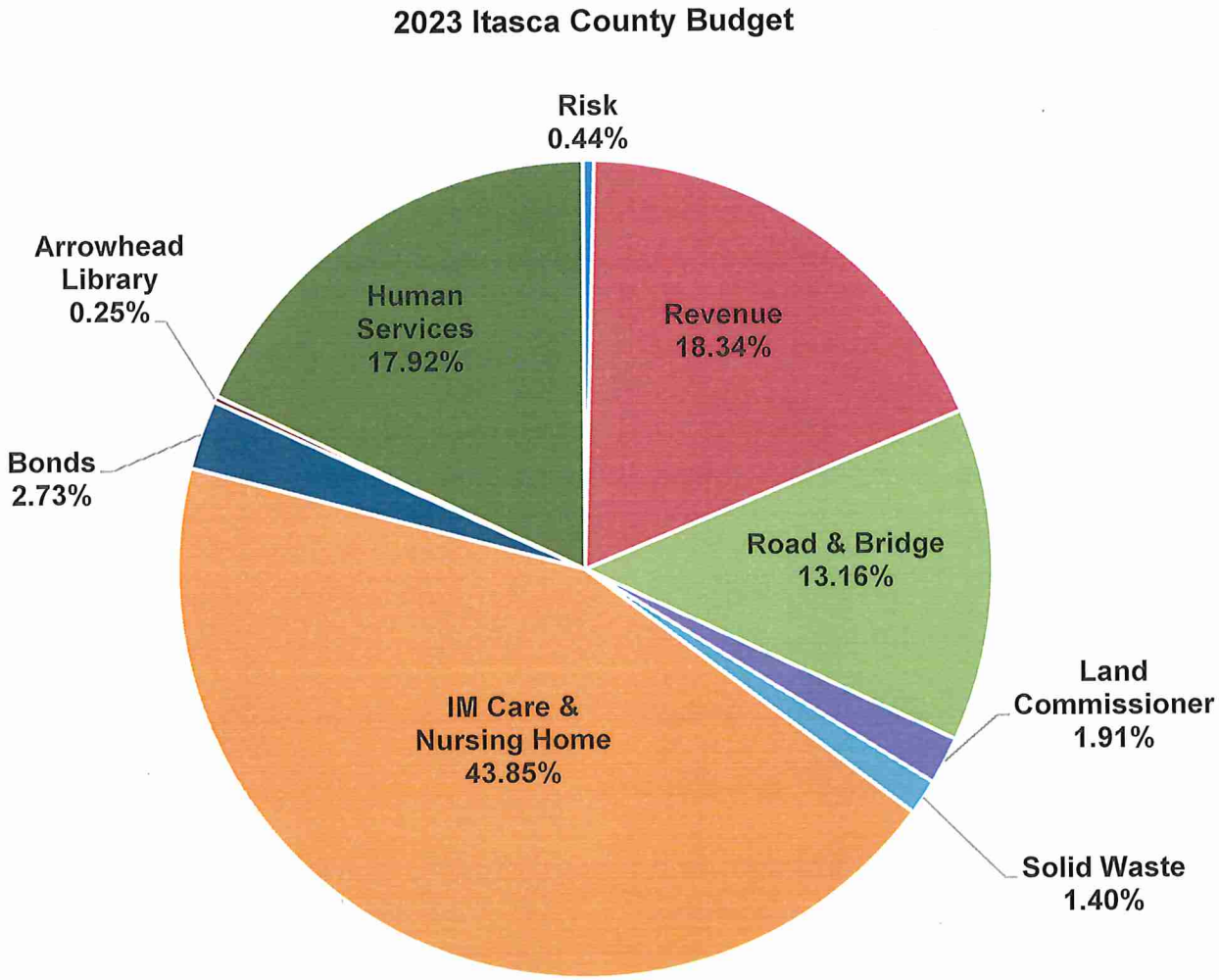
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 14, 2023, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment 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

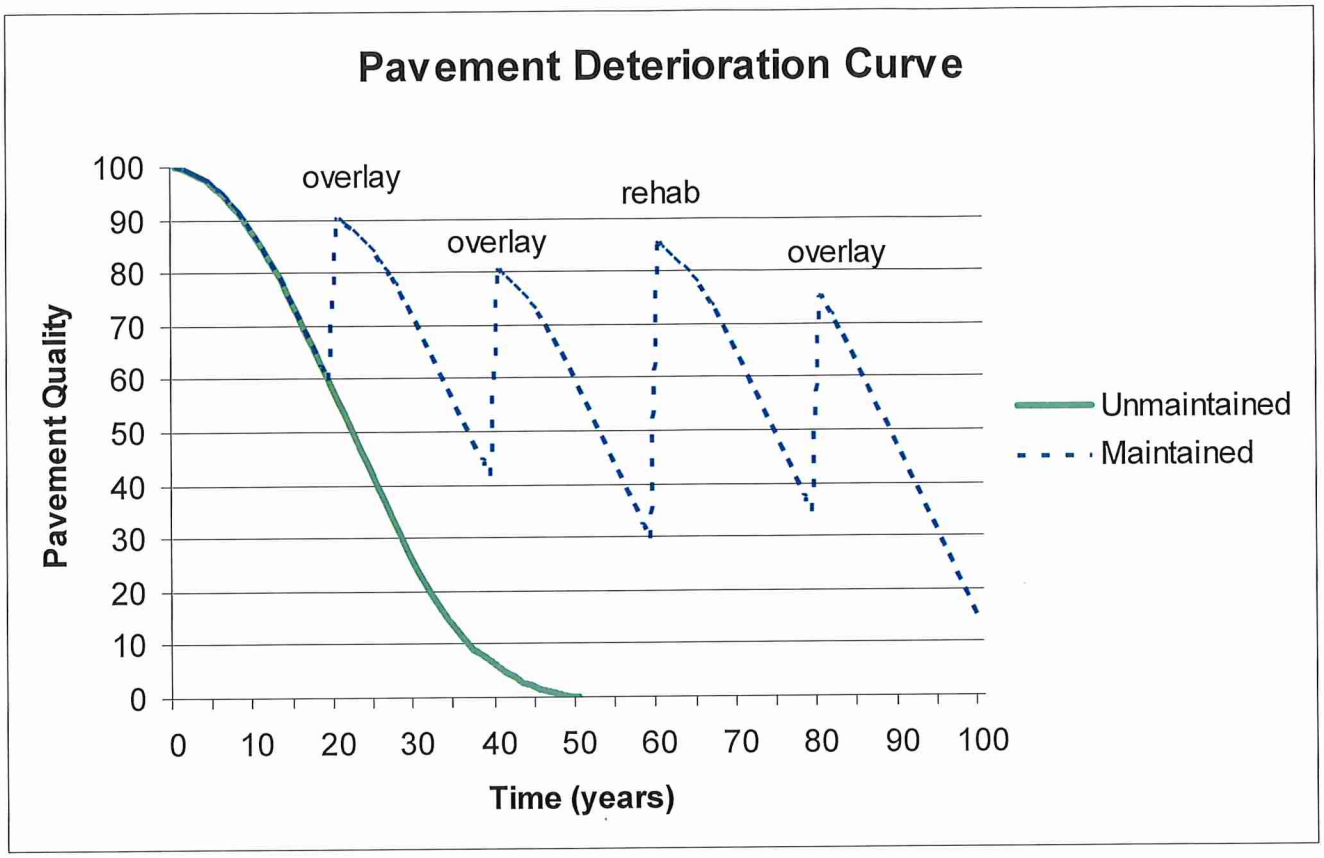
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at $680,000 over the past 5 years and are supplemented with 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)

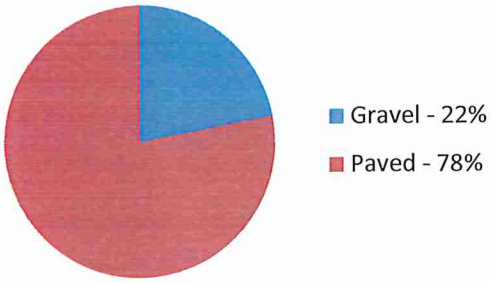
Therefore, to maintain our existing bituminous county roads we require the following yearly budget:

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

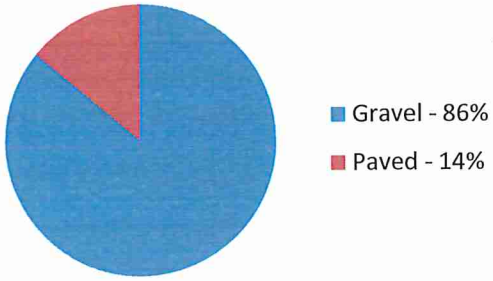
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

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

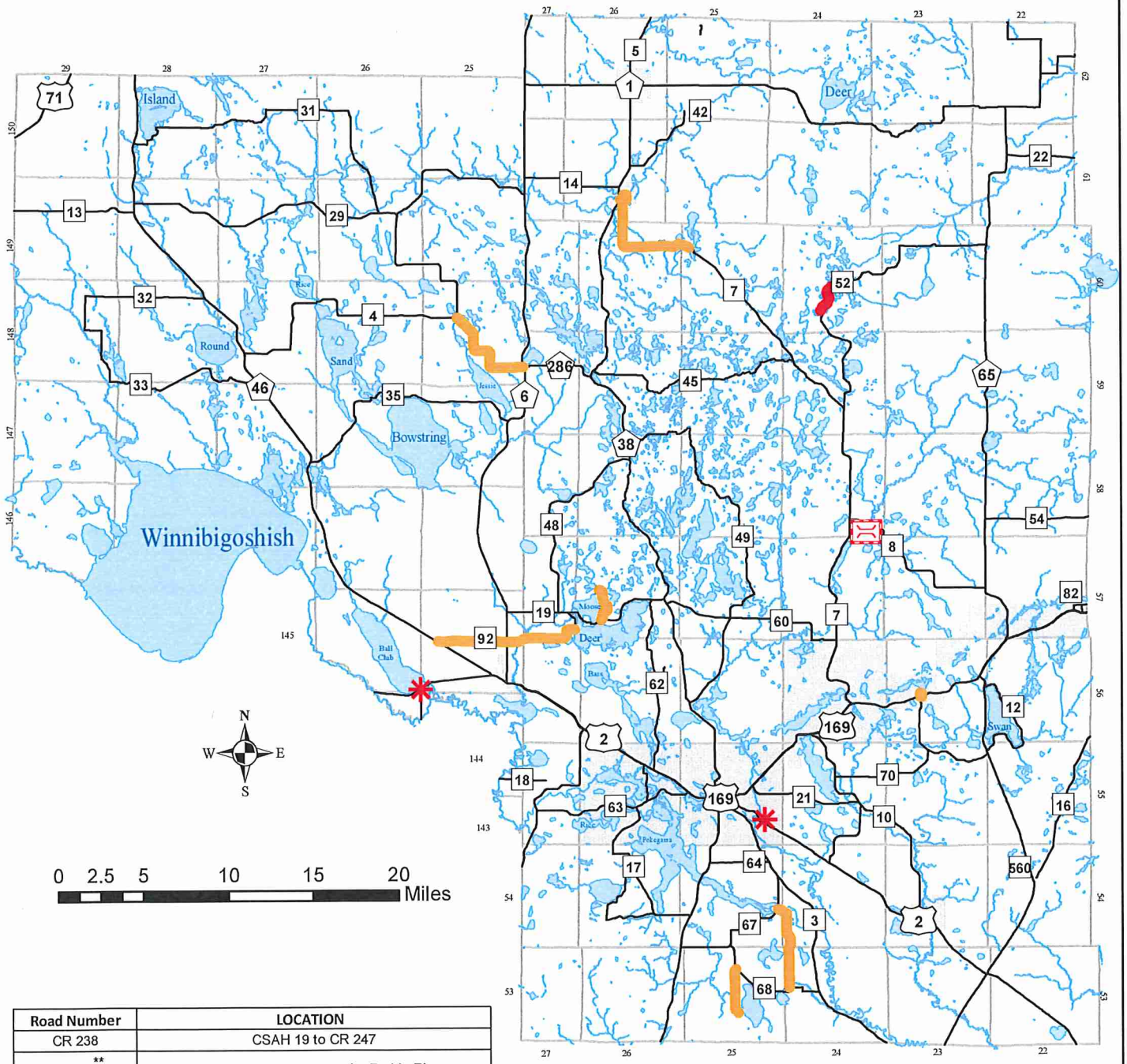
PROJECTED COUNTY PRESERVATION BALANCE

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

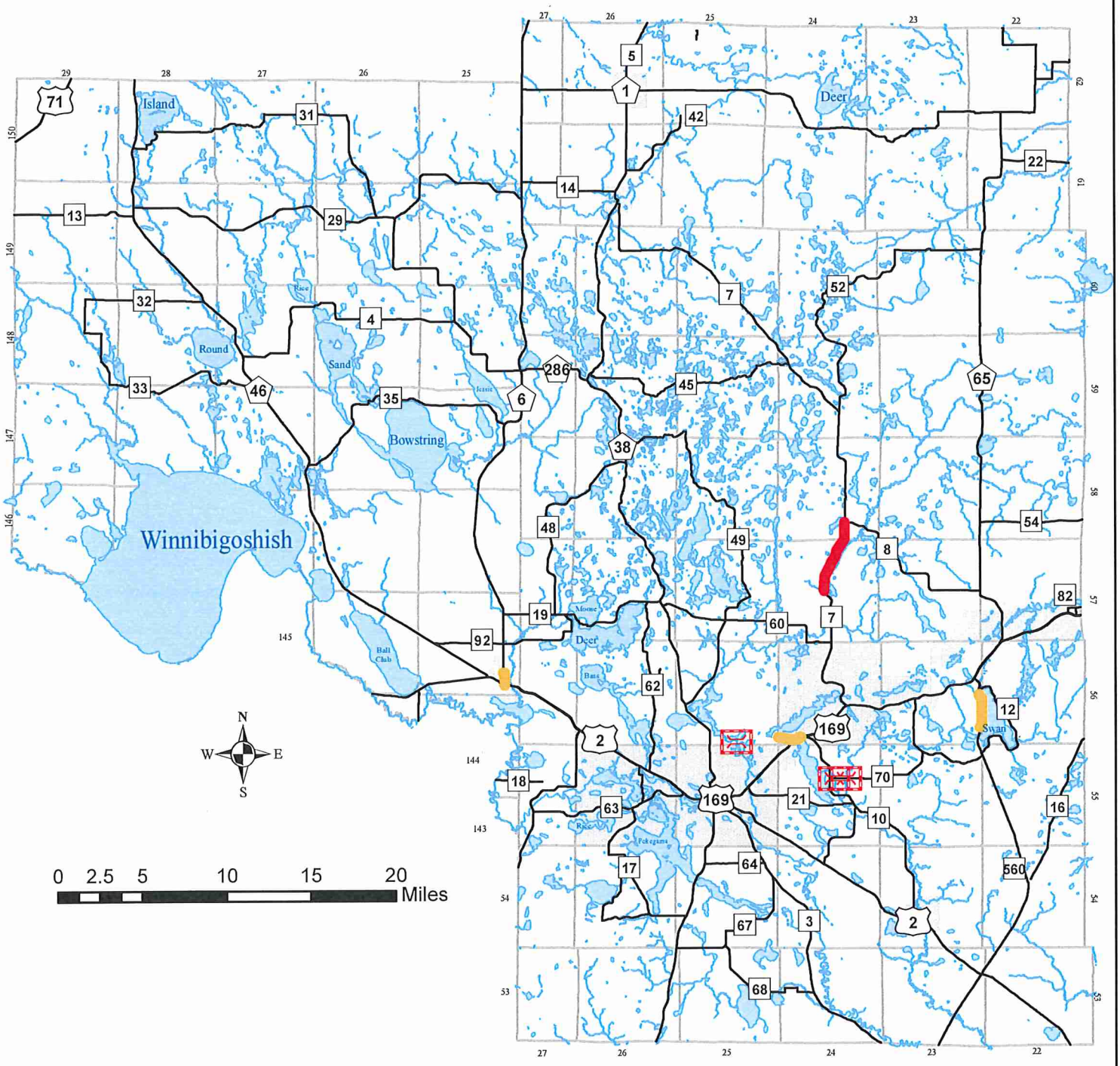
PROJECTED COUNTY PRESERVATION BALANCE

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

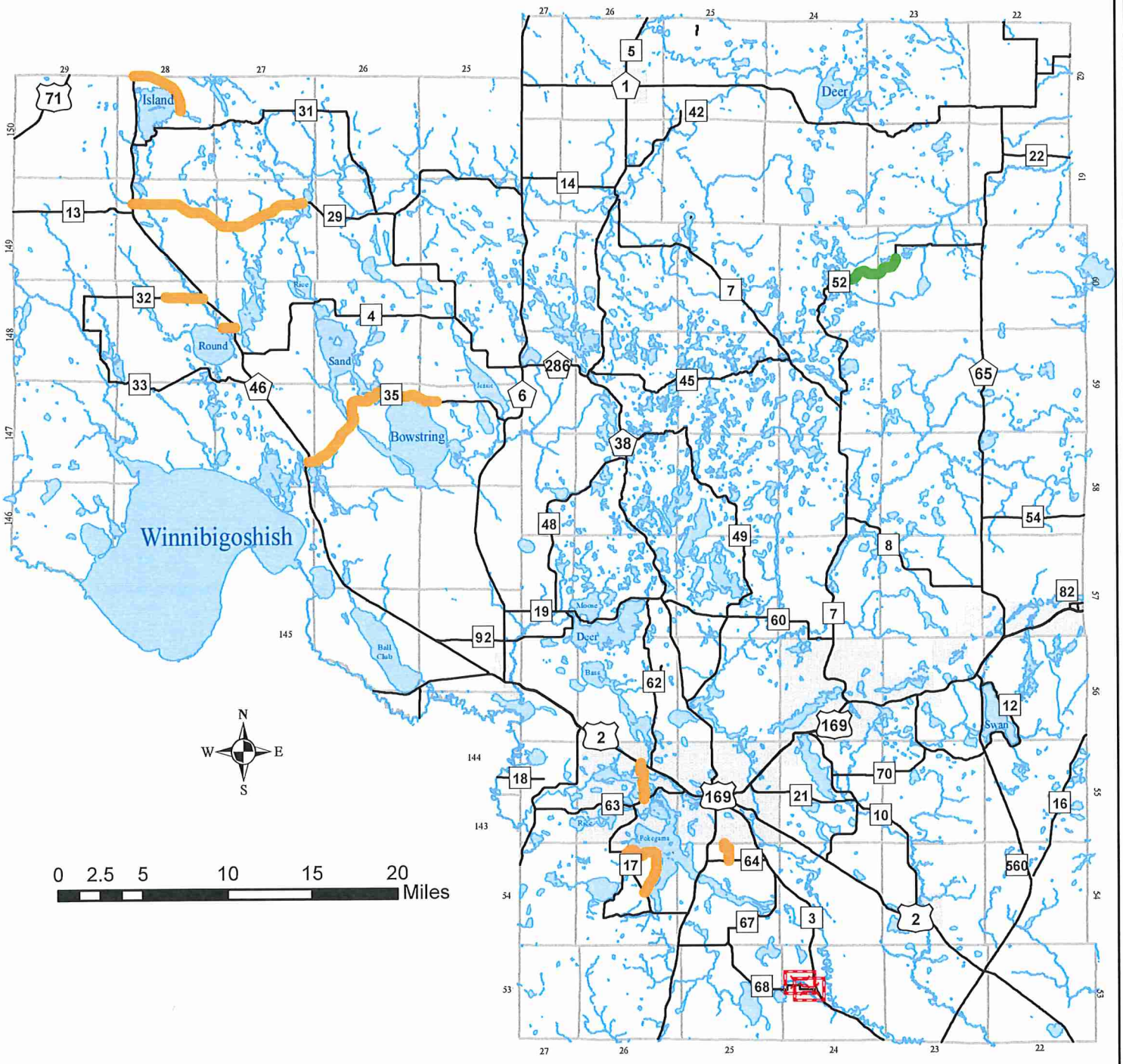
PROJECTED COUNTY PRESERVATION BALANCE

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

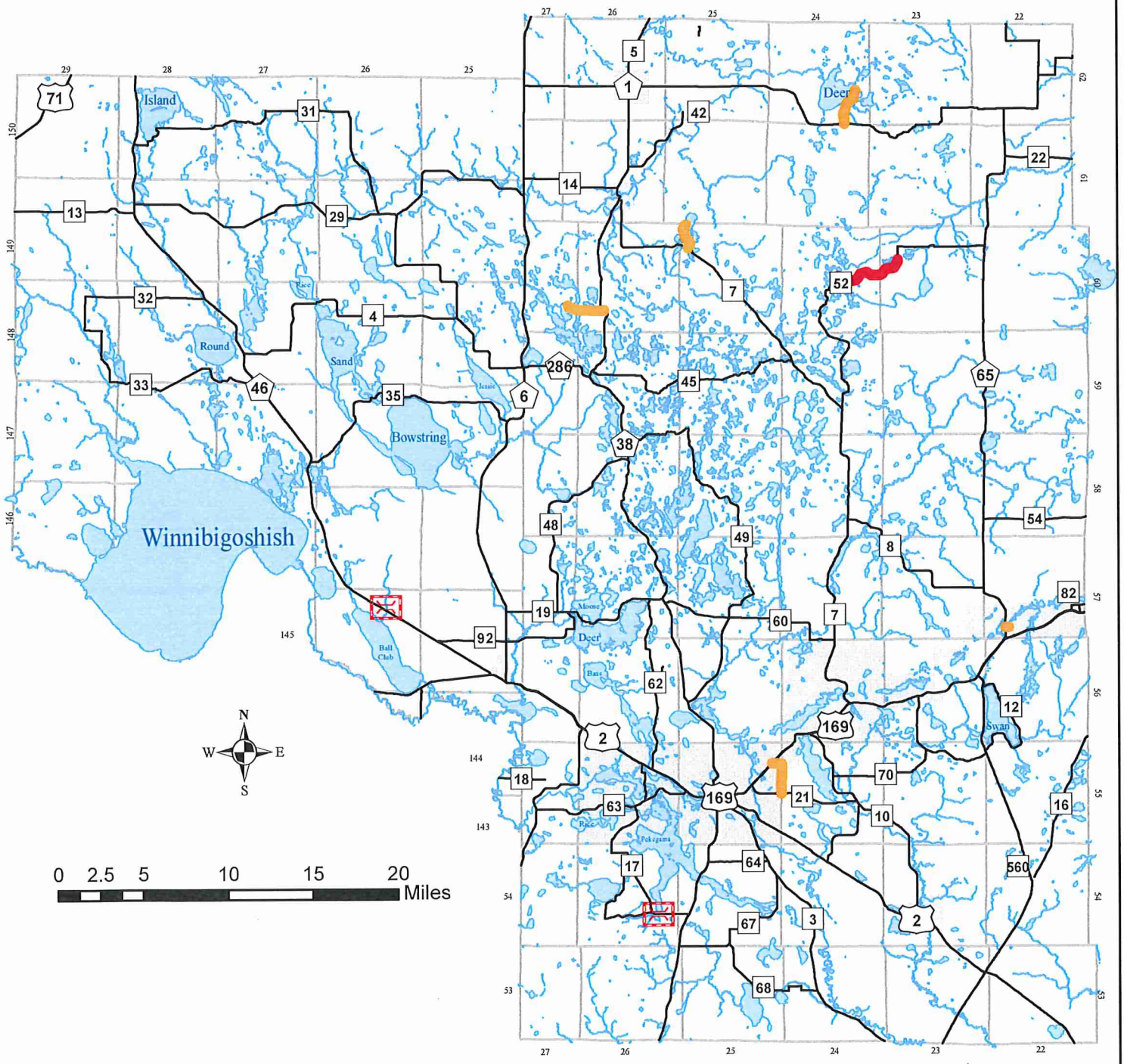
PROJECTED COUNTY PRESERVATION BALANCE

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

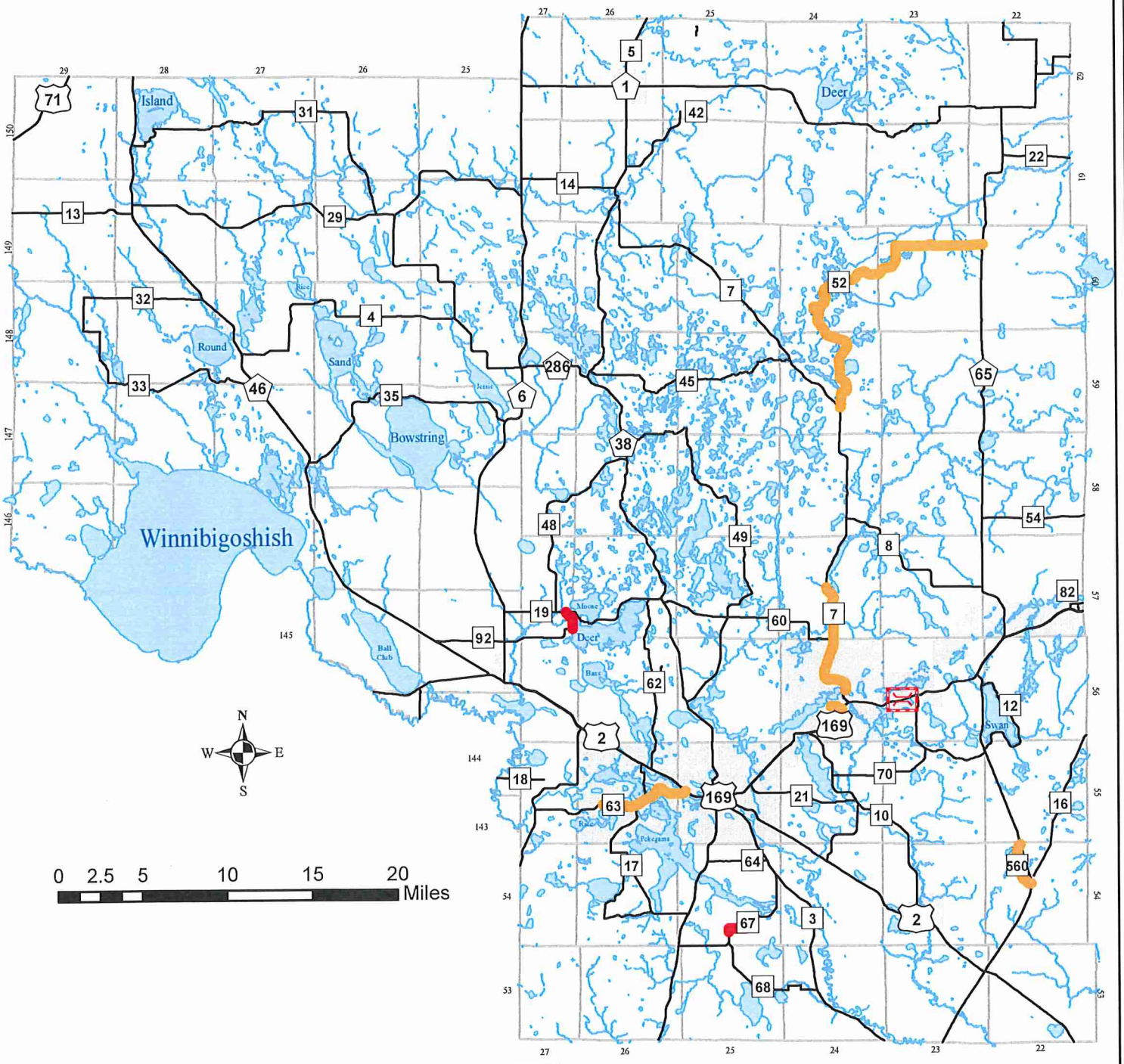
PROJECTED COUNTY PRESERVATION BALANCE

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

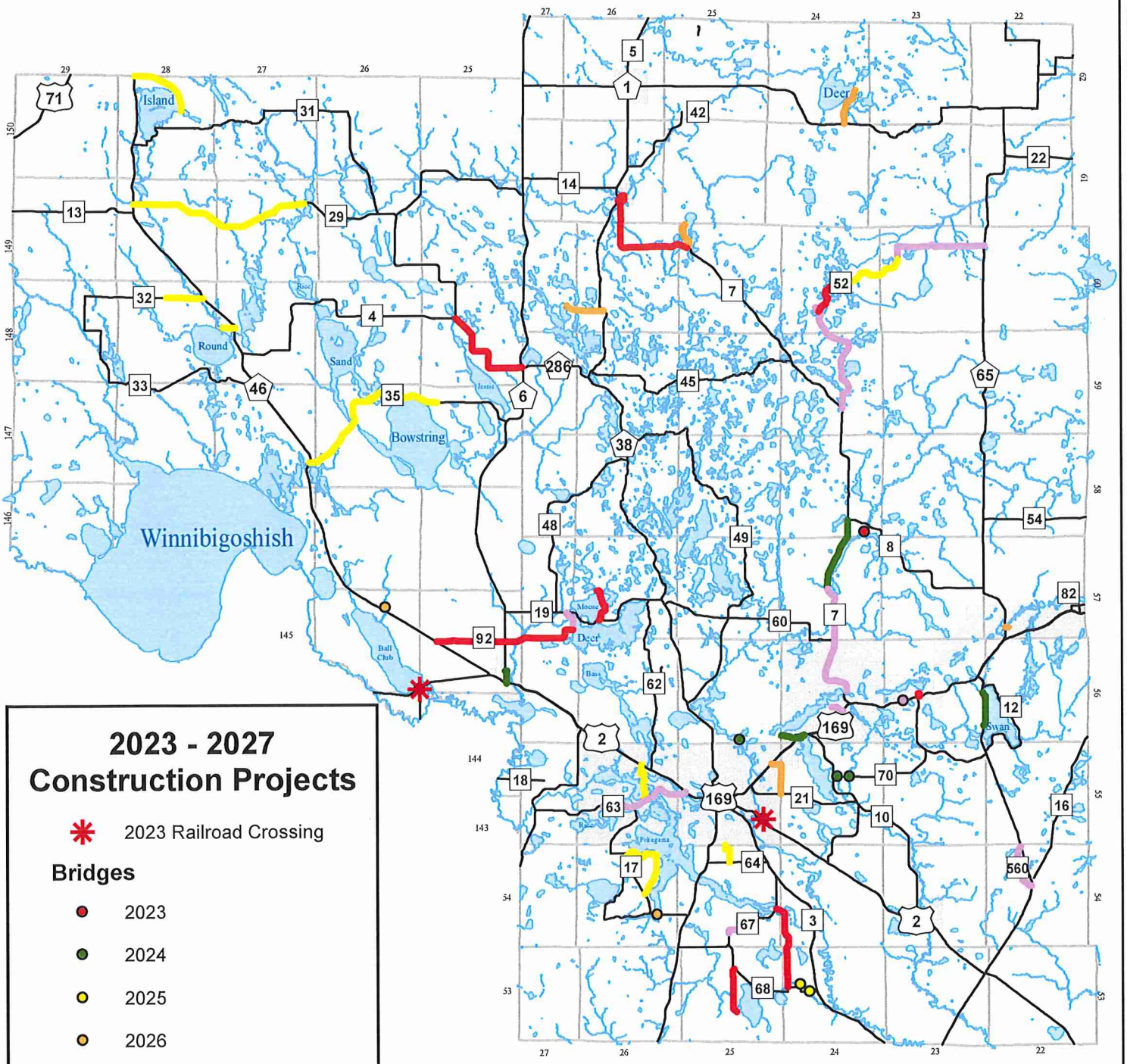


Road Number	LOCATION
CSAH 7	Diamond Lake Road to CSAH 59
CSAH 15	TH 169 to end
CSAH 52	CR 340 to TH 65
CSAH 52	CSAH 7 to CR 340
CSAH 63	CR 257 to Hwy 2
CSAH 67	Jane Lane to Hughes Road
CSAH 80	Bridge 88246
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19
CR 340	CSAH 52 to end of pavement
CR 560	TH 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 11, 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**

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

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.

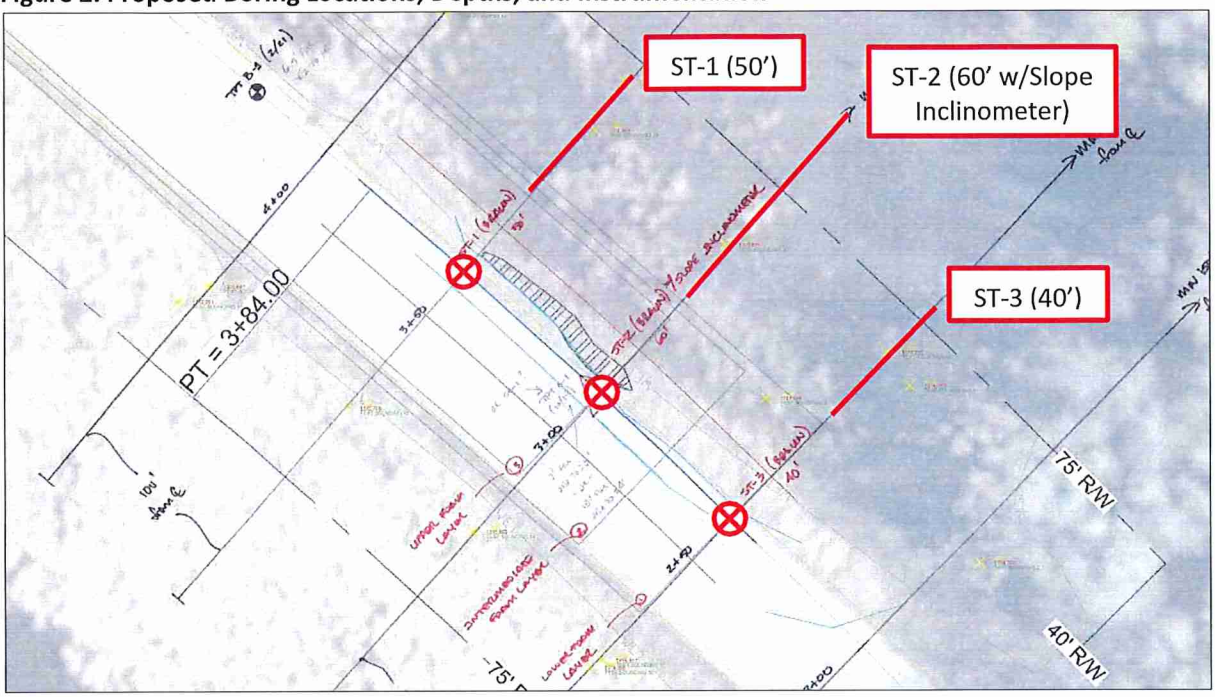
Utility Clearance

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 11, 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**

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

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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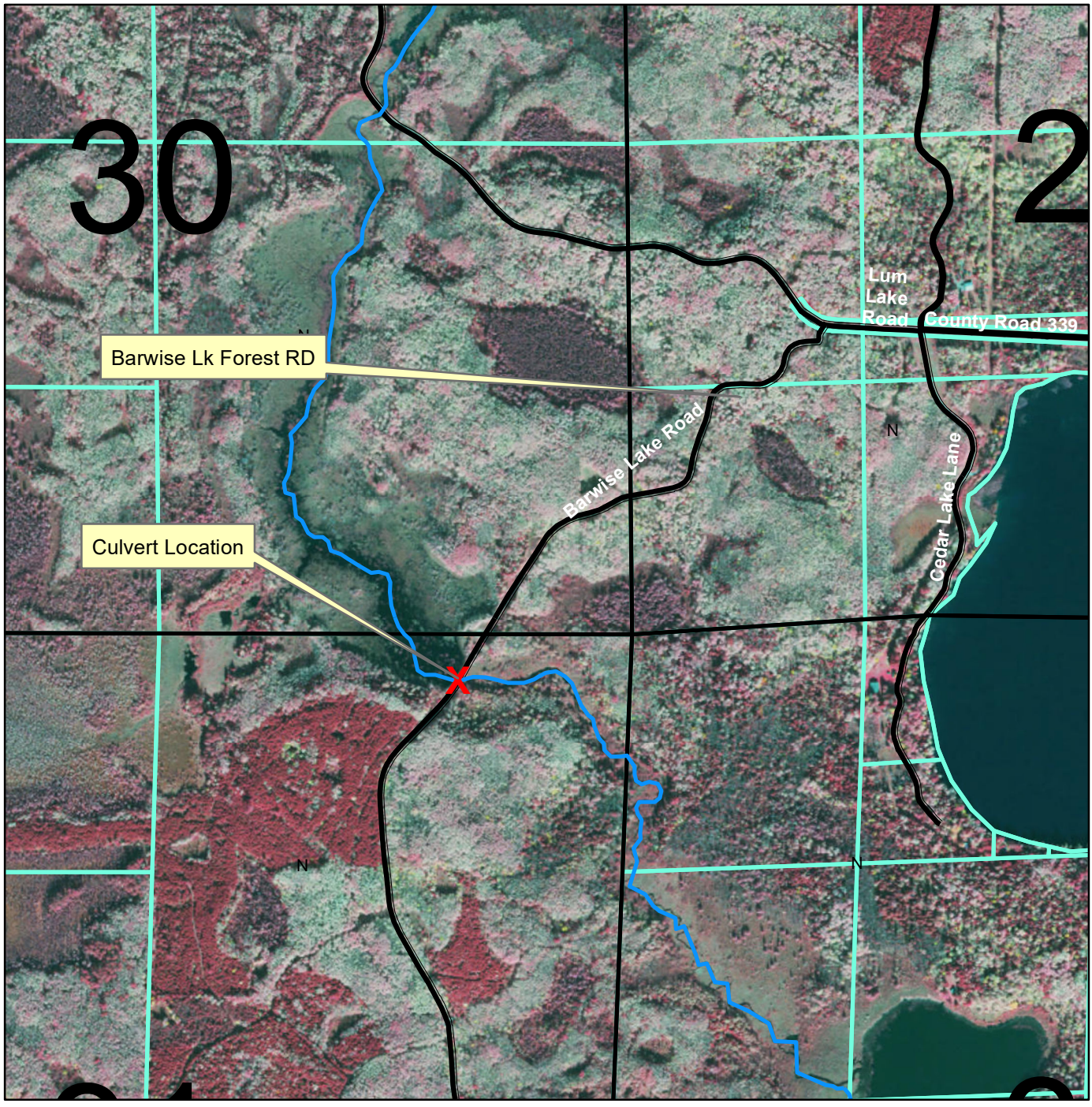
EXHIBIT C

BARWISE LAKE FOREST ACCESS ROAD CULVERT PROJECT - 2023



Legend

Parcel Layer

Rivers

N
W E
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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 11, 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**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 11, 2023

RESOLUTION 2023-18

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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 11th day of April A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 11th day of April A.D. 2023.

Administrator

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.

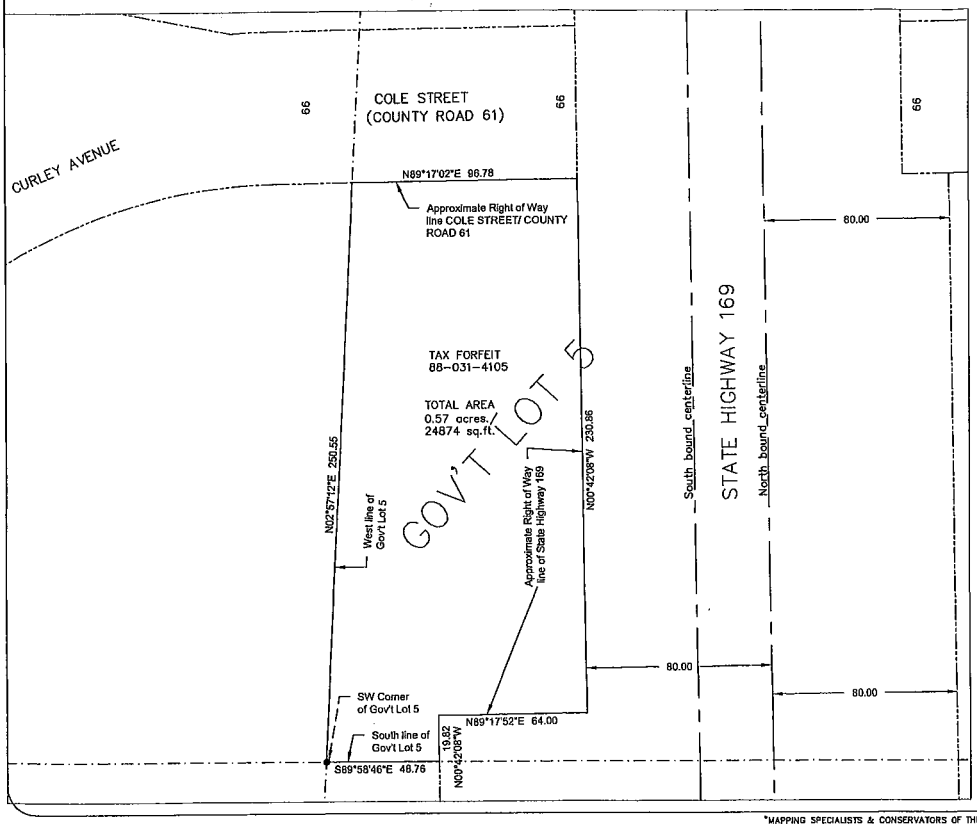
BRIANA JUNE ANDERSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

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

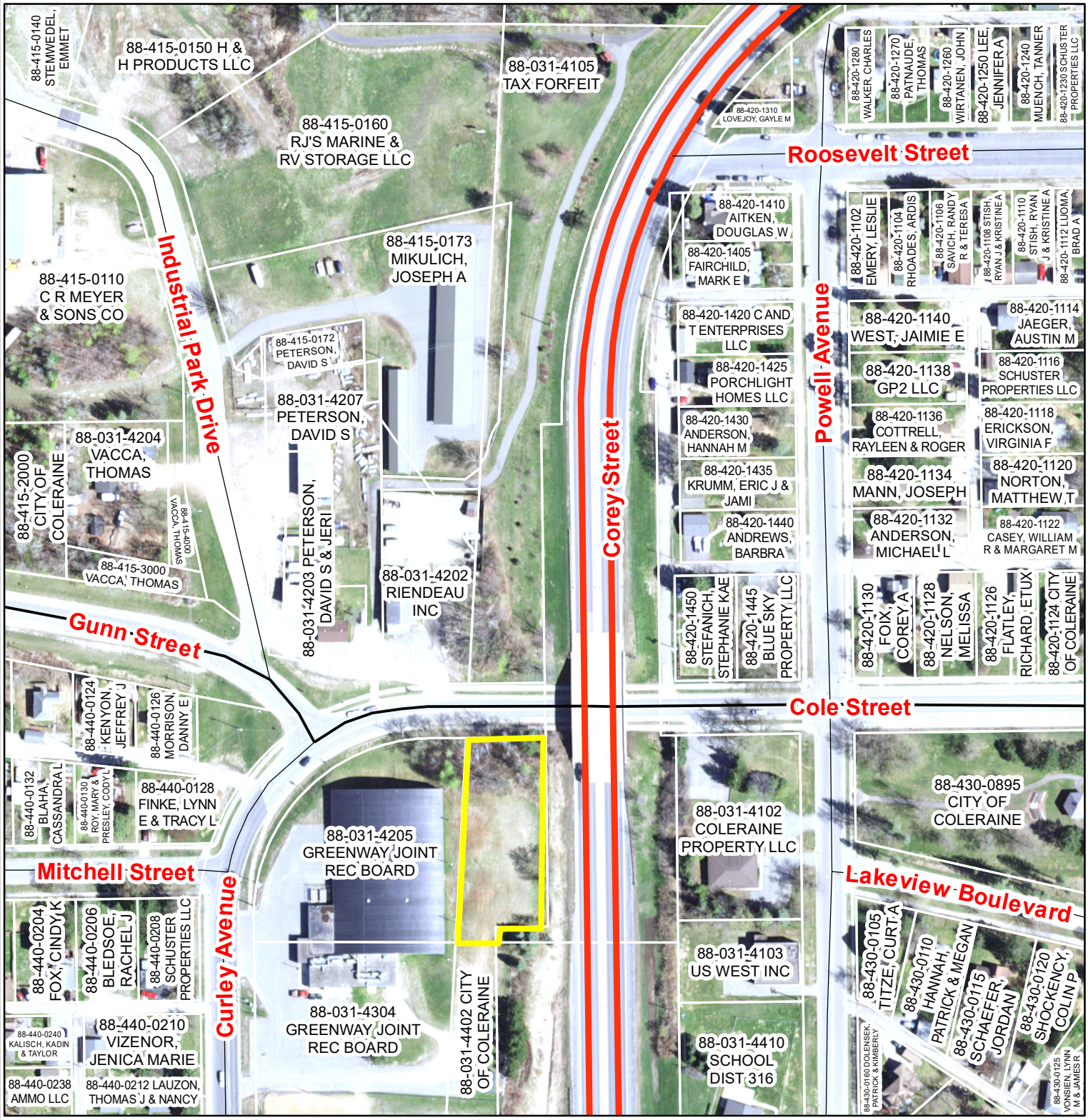
8:00 AM to 4:30 PM, Monday - Friday

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 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3006

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

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**

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

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 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2778

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 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3013

DEPARTMENT: Human Resources
PRESENTER: Brett Skyles

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Recognition of County Employees

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

BACKGROUND:

- Welcome to new employee Nicole Korstad, Social Worker, Family Services Division of Health & Human Services, effective April 3, 2023.
- Welcome to new employee Savanna Scherf, Administrative Support, Probation Department, effective April 3, 2023.
- Farewell to Calvin Johnson whose last day as a Highway Maintenance Sub-Foreman, Transportation Department will be April 14, 2023 after 18+ years of service.
- Farewell to Mark Greiner whose last day as a Deputy Sheriff/Road Deputy will be June 30, 2023 after 25+ years of service.
- Farewell to Dawn Hull-Magnusen whose last day as a Social Worker, Family Services Division of HHS Department will be May 19, 2023 after 15+ years of service.

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 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2818

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of April 14, 2023, in the amount of $970,567.32.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, April 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3014

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

AGENDA ITEM:
Local 1626 MOU - Post Health Care Savings Plan

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the Local 1626 MOU regarding changes to the level of contributions members can contribute to their Post Health Care Savings Plan.

BACKGROUND:
Local 1626 has requested Board approval of an MOU which would replace language under Article 18 Group Insurance Benefits, Section B, Sub-section V which would result in increasing levels of employee contributions to their Post Health Care Savings Plan based on years of service. This approval is requested with the understanding that implementation timing for this change will be contingent upon approval of the change by Minnesota State Retirement System and the updating of members' records in the County's HRIS system. This change does not increase costs for Itasca County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Post HCSP MOU

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

Memorandum of Understanding (MOU)

Post Health Care Savings Plan

This MOU is agreed to between Itasca County and Local 1626 to update the 2022-2024 Local 1626 collective bargaining agreement relative to Post Health Care Savings Plan (HSCP) contribution.

The following shall replace the 2022-2024 Local 1626 collective bargaining agreement language under Article 18 Group Insurance Benefits, Section B Coverage, Sub-section V. Post Health Care Savings Plan.

> All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the next pay period. Employee contributions shall be as follows:
>
> - Employees with 1 to 4 years of service with Itasca County shall contribute 2%
> - Employees with 5 to 9 years of service with Itasca County shall contribute 3%
> - Employees with 10 or more years of service with Itasca County shall contribute 4%
>
> of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.
>
> *Regular wages are defined as the hourly wage stated in the Union pay plan (regular wages exclude callout pay, on-call, shift differential, meals, severance pay, and overtime).
>
> The County shall not be responsible for any costs associated with the Post Health Care Savings Plan mentioned above.

All other Articles of the Local 1626 collective bargaining agreement remain the same.

Itasca County

By:_____
Burl Ives
County Board Chair

By:_____
Brett Skyles
County Administrator

Dated:_____

AFSCME Local 1626

By:_____
Christopher Worth
Local 1626 President

By:_____
Troy Bauch
AFSCME Staff Rep.

Dated:_____

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

Tuesday, April 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3012

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

AGENDA ITEM:
Itasca Resource Center Leased Space RFP

BOARD ACTION REQUESTED:
Authorize Itasca County Health & Human Services to submit a Request for Proposals (RFP) for the space available for lease at the Itasca Resource Center.

BACKGROUND:
The RFP's will be opened on May 5th at the Itasca Resource Center and brought to the County Board on May 9th, 2023 for final approval.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:
1. RFP Proposals for Use of Space at Itasca Resource Center
2. RFP (2) Proposals for Use of Space at Itasca Resource Center

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

Request for Proposals
Itasca County, MN

Specifications for:
Proposals for Use of Space at Itasca Resource Center

Due: Friday, May 5, 2023
12:00 P.M. CT

Itasca County – Health & Human Services
Itasca Resource Center
1209 SE 2nd Ave
Grand Rapids, MN 55744

Pre-Proposal Tours
By Appointment April 16 – April 28, 2023
Itasca Resource Center
1209 SE 2nd Ave
Grand Rapids, MN 55744

ITASCA COUNTY MN
Health & Human Services
Eric Villeneuve, Director
218-327-6117
eric.villeneuve@co.itasca.mn.us

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Exhibit B ..... Map of Itasca Resource Center

Section A
Proposal Instructions and Requirements

PROPOSAL HANDLING PROCESS

1. The Health and Human Services Division of Itasca County, Minnesota (herein called the "County" or "Owner"), invites sealed proposals to be received by Itasca County Health and Human Services, Itasca Resource Center, Attn: Eric Villeneuve, 1209 SE 2nd Ave, Grand Rapids, MN 55744, at 12:00:00 P. M. on May 5, 2023. Please Note: Each Responder must also submit a Non-Collusion Affidavit with their proposal.

Proposals for Use of Space at Itasca Resource Center

2. County may reject any proposal not prepared and submitted in accordance with these specifications but may waive any immaterial informality or reject any and all proposals if in the public interest as determined in the sole discretion of the County. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement. Any proposal received after the time and date specified shall be considered if in the public interest as determined in the sole discretion of the County. Responder may not withdraw a proposal within **60** days after the actual opening without County approval.

CONTRACT DOCUMENTS

3. It is understood and agreed that this Request For Proposals (RFP), Exhibits, any addenda issued by the County, the signed and sealed Proposal, signed Lease/Use Agreement, and any addendums or subsequent amendments shall collectively constitute the Agreement between the County and successful Responder (after award of proposal, hereinafter called "Lessor" or "User"), and shall be referred to as the Contract Documents and the work should be done in accordance therewith.

TERM OF PROPOSAL

4. Proposals are being accepted for September 1, 2023 through August 31, 2026.

AWARD OF CONTRACT

5. Contract, if awarded, will be awarded to the Responder whose proposal demonstrates in Itasca County's sole opinion the capability to best fulfill the purpose of this RFP and the County's mission and vision for Health and Human Services.

6. Itasca County reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interest of Itasca County.

PROPOSAL AND PRESENTATION COSTS

7. Itasca County is not responsible for any costs incurred by any Responder's preparation of a response to this request for proposal, or for any costs incurred in presenting this proposal.

Section A
Proposal Instructions and Requirements

PROPOSAL MODIFICATION

8. Any Responder may modify their proposal any time prior to the scheduled closing time for receipt of proposals, provided it is received by Itasca County prior to the closing time.

AMBIGUITY, CONFLICT, OR ERRORS IN RFP

9. Responders are encouraged to promptly notify Itasca County Director, in writing, of any apparent major inconsistencies, problems, or ambiguities in this Request for Proposal. Address notifications to: Eric Villeneuve, Director, Itasca County Health and Human Services, 1209 SE 2nd Ave, Grand Rapids, MN 55744. If revisions become necessary, the County will provide a response, in the form of written addenda on the Itasca County Website.

DISCRIMINATION IN EMPLOYMENT – MINN. STAT. § 181.59

10. The Responder agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age. The Responder further agrees to comply with all federal, state and local laws or ordinances and applicable rules, regulations and standards established by any governmental agency having jurisdiction over Responder's performance of the provision of the contract.

INSURANCE

11. 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 Health and Human Services within 10 days of execution of this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

12. 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 the successful Responder. 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.

12.1 **General Liability Insurance**

The Responder further agrees, to at all times during the term of this agreement, have and keep in force a commercial/professional liability insurance policy in the amount of **$1,500,000.00** for total injuries or damages arising from any one incident and **$3,000,000.00** general aggregate. When transportation is provided by the responder, said responder shall have and keep in force automobile liability in the amount of **$1,500,000.00**

Section A
Proposal Instructions and Requirements

General Liability Insurance - continued

for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured $1,500,000 for any number of claims arising out of a single occurrence. No less than $3,000,000 aggregate coverage.

12.2 **Workers' Compensation**

Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **$500,000** each Accident, Bodily Injury by Disease: **$500,000** each employee, Bodily Injury by Disease: **$500,000** policy limit.

INDEMNIFICATION CLAUSE

13. Except as may be caused by the sole negligence of the County or its employees, Responder shall indemnify, hold harmless, and defend 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 Responder, 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.

14. Responder 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".

15. This provision is not intended to create any cause of action in favor of any third party against the Responder or the County or to enlarge in any way the Responder'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 Responder's or the Responder's agents' performance hereunder.

NON-COLLUSION AFFIDAVIT

16. Responder must complete and submit a Non-Collusion Affidavit with Proposal (form included).

REQUEST FOR CLARIFICATION

17. The County reserves the right to clarify or seek clarification on any proposal with a written request to the Responder. The respondent shall have two (2) business days to provide addition requested information in writing.

Section A
Proposal Instructions and Requirements

INDEPENDENT CONTRACTOR

18. At all times and for all purposes, Responder shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed to find Respondent to be an employee of the County, and Respondent shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Itasca, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

19. Responder is responsible for hiring sufficient workers to perform the obligations under this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

REJECTION OF PROPOSALS

20. Pursuant to Minnesota Statute Section 373.01, subdivision 1(b), Itasca County reserves the right to reject any or all proposals submitted when deemed to be in the County's best interest.

AGREEMENT DEVELOPMENT

21. Itasca County Health and Human Services recommendations will be presented to the Itasca County Board for approval to enter into a contract. Lease/Use Contract negotiations will be conducted with the selected entities. In the event a satisfactory agreement cannot be reached with the selected firm, County Board approval will be sought and negotiations will be conducted with a subsequent Responder until a satisfactory contract can be established.

END OF SECTION A

Section B
Scope

BACKGROUND

1. Itasca County Health and Human Service's Mission is to protect, promote and improve the health, independence, and self- sufficiency of all people, families and community in Itasca County. We practice shared values in an ethical environment. They are of paramount importance and are: Care, Fairness, Justice, Respect, Responsibility, and Trustworthiness.

1.1 **CORE VALUES** The department's core values are the touchstones for its decisions. The Health and Human Services Departments hold these core values as we carry out our daily work in order to better serve Itasca County residents who are in need;

- We value people, families, and communities.
- We value work, independence and self-responsibility.
- We provide safety nets and ladders up for the people we serve.
- We value collaboration with communities and organizations to mobilize support that helps people function and succeed.

1.2 **SERVICES PROVIDED**

- Adult Mental Health
- Child Care Licensing
- Child Support Enforcement
- Children's Mental Health
- Developmental Disabilities
- Family and Children Services
- Financial Assistance
- Fiscal Division
- Fraud Prevention
- IMCare
- Income Maintenance
- Public Health
- Social Services

PURPOSE AND OBJECTIVE

2. Itasca County, through this Request for Proposal (RFP), is seeking qualified applicants(s) to provide Itasca County application(s) for lease agreement(s) for classroom and office space at the Itasca County Health and Human Services, Itasca Resource Center.

Section B
Scope

ELIGIBILITY

3. An organization whose use aligns with and contributes to the Itasca County Health and Human Services Mission and Vision.

4. Entities proposing to lease space at the Itasca County Health and Human Services, must agree to the following:

   4.1 Accept move-in conditions

   4.2 No significant alterations of space through lease period; this includes wall, HVAC, mechanical/electrical/plumbing. Cosmetic improvements are acceptable with prior approval by Itasca County.

   4.3 Assume responsibility for reasonable upkeep of leased space.

   4.4 Understand building improvements/projects may impact or temporarily impede use of leased space.

5. Minimum rental rates are as follows:

   5.1 Minimum Rate - Year 1: $14.00/square foot/year

   5.2 Subsequent yearly rate increases, upon lease negotiations.

   5.3 Prices include utilities and maintenance/janitorial.

SPACE FEATURES

6. Approximately 6,845 square feet are available for lease. This includes 6 classrooms and a gym/cafeteria at 6,290 square feet and an additional 555 square feet of an office/reception area. (See **Exhibit B**: Map). The leased space common features include the following:

   - Four child restrooms, two standard restrooms
   - Security system and security cameras
   - Janitorial and Maintenance
   - Electronic key system on all exterior and interior doors
   - Access to meeting rooms and breakroom amenities.

END OF SECTION B

Section C
Proposal Submittal Format

SPACE USAGE – 20 pts

1. To the best of your ability, please articulate your organization's need for the following space:

2.

Type of Space	Square Footage	Usage
Classroom 1 – Room 149	848	
Classroom 2 – Room 145	832	
Classroom 3 – Room 142	936	
Classroom 4 – Room 140	936	
Classroom 5 – Room 138	936	
Classroom 6 – Room 134	936	
Gym/Cafeteria – Room 132	866	
Office/Reception – Rooms 112/113	555	

RENTAL RATE – 20 pts

3. What is your proposed total rental rate per square foot? Please take into account the following:

- *Required* minimum rental rate = $14.00/square foot/year
- Total includes utilities, maintenance and janitorial.

Rental Rate (Year 1) Per Square Foot = _____

Rental Rate (Year 2) Per Square Foot = _____

Rental Rate (Year 3) Per Square Foot = _____

Section C
Proposal Submittal Format

QUESTIONS – 40 pts

4. Description and brief history of your organization. 5 pts

5. Provide any or all of the following: 15 pts

   5.1 Annual budget with revenues and expenses

   5.2 Organizational mission

   5.3 Vision

   5.4 Strategic and/or business plan

6. How does your organization align with the Health and Human Service's mission and vision? Please be specific. 20 pts

REFERENCES – 20 pts

7. Please provide contact information or three letters of support/recommendation from someone not officially affiliated with your organization.

END OF SECTION C

Section D
Projected Timetable

1. Request for Proposal (RFP) released..... April 16, 2023
2. Pre-Proposal Tours by appointment ..... April 17- April 28, 2023
3. Questions about RFP Due ..... April 28, 2023
4. Completed Proposal Due..... May 5, 2023
5. Itasca County Board Approval to Negotiate Leases..... May 9, 2023
6. Lease Execution..... September 2023

END OF SECTION D

Section E
Evaluation of Proposals

1. All responses will be reviewed by an appointed evaluation committee. Prior to making the final selection, interviews may be scheduled with the selected Responders if required. Proposals will be evaluated in order of importance based upon the following criteria:

   A. Space Usage: .....20 points
   B. Rental Rate: .....20 points
   C. Questions.....40 points
   D. References.....20 points
   E. Total Possible Points: 100

END OF SECTION E

Section G
Non-Collusion Affidavit

Responder shall affirm below that they have not been involved in collusion with another party in the preparation of this or any other proposal.

I, _____ as _____
Name of Officer or Owner — Title

of _____, affirm that the attached proposal is submitted
Entity Name

independent of any other proposal and that _____
Entity Name

has no interest, directly or indirectly, in any other proposal being prepared for request.

In addition, I do affirm that _____ shall not receive any
Entity Name

commission or other payment on the award of the request to some other person, association,

firm or corporation.

_____
Signature of Officer or Owner

ATTEST:

Sworn to and subscribed before me on
this ____ day of _____, 20____.

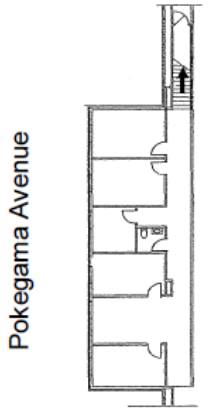
_____
Signature of Notary

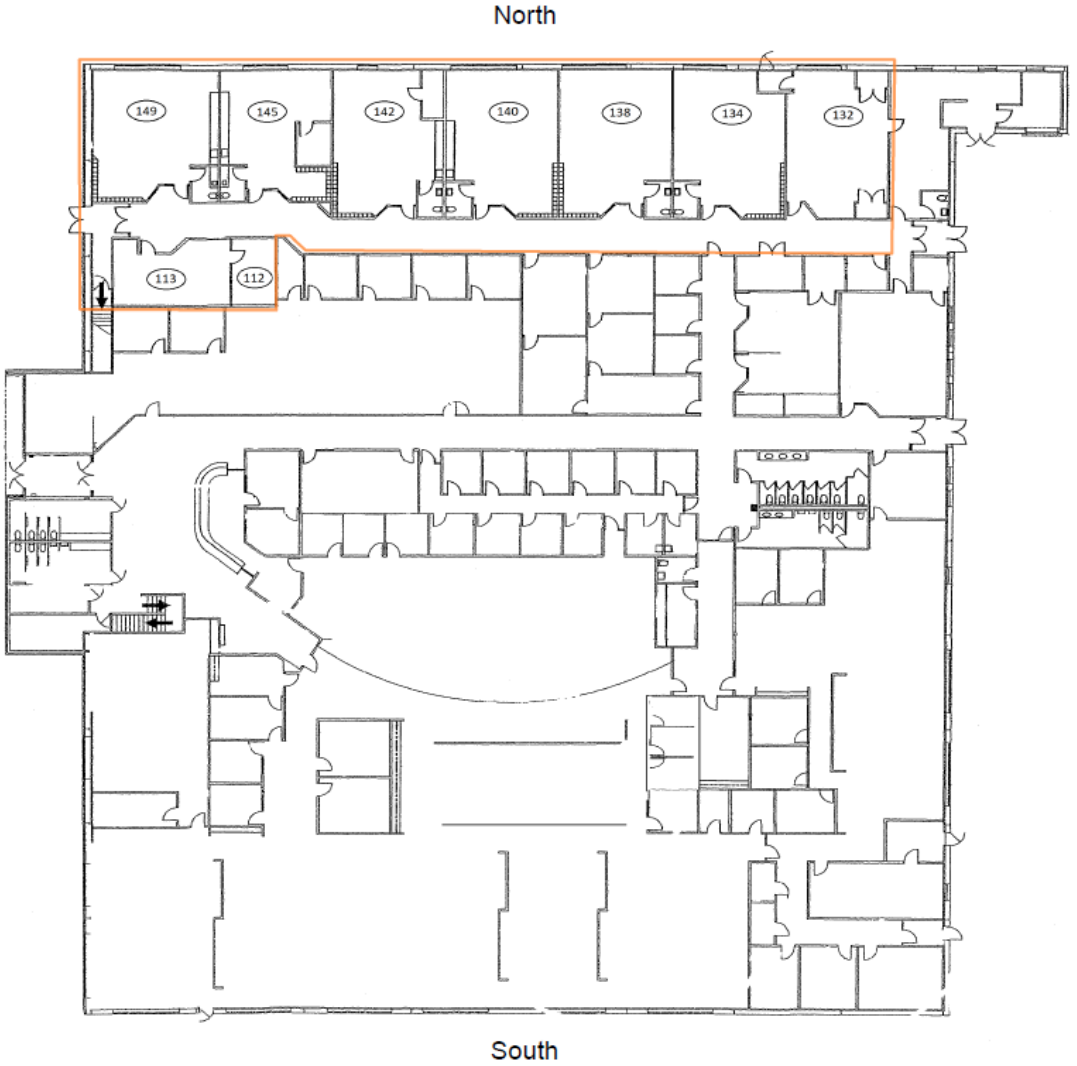
END OF SECTION G

Exhibit B

Itasca Resource Center

1209 SE 2nd Avenue
Grand Rapids, MN 55744





Request for Proposals
Itasca County, MN

Specifications for:
Proposals for Use of Space at Itasca Resource Center

Due: Friday, May 5, 2023
12:00 P.M. CT

Itasca County – Health & Human Services
Itasca Resource Center
1209 SE 2nd Ave
Grand Rapids, MN 55744

Pre-Proposal Tours
By Appointment April 16 – April 28, 2023
Itasca Resource Center
1209 SE 2nd Ave
Grand Rapids, MN 55744

ITASCA COUNTY MN
Health & Human Services
Eric Villeneuve, Director
218-327-6117
eric.villeneuve@co.itasca.mn.us

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Exhibit B ..... Map of Itasca Resource Center

Section A
Proposal Instructions and Requirements

PROPOSAL HANDLING PROCESS

1. The Health and Human Services Division of Itasca County, Minnesota (herein called the "County" or "Owner"), invites sealed proposals to be received by Itasca County Health and Human Services, Itasca Resource Center, Attn: Eric Villeneuve, 1209 SE 2nd Ave, Grand Rapids, MN 55744, at 12:00:00 P. M. on May 5, 2023. Please Note: Each Responder must also submit a Non-Collusion Affidavit with their proposal.

Proposals for Use of Space at Itasca Resource Center

2. County may reject any proposal not prepared and submitted in accordance with these specifications but may waive any immaterial informality or reject any and all proposals if in the public interest as determined in the sole discretion of the County. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement. Any proposal received after the time and date specified shall be considered if in the public interest as determined in the sole discretion of the County. Responder may not withdraw a proposal within **60** days after the actual opening without County approval.

CONTRACT DOCUMENTS

3. It is understood and agreed that this Request For Proposals (RFP), Exhibits, any addenda issued by the County, the signed and sealed Proposal, signed Lease/Use Agreement, and any addendums or subsequent amendments shall collectively constitute the Agreement between the County and successful Responder (after award of proposal, hereinafter called "Lessor" or "User"), and shall be referred to as the Contract Documents and the work should be done in accordance therewith.

TERM OF PROPOSAL

4. Proposals are being accepted for September 1, 2023 through August 31, 2026.

AWARD OF CONTRACT

5. Contract, if awarded, will be awarded to the Responder whose proposal demonstrates in Itasca County's sole opinion the capability to best fulfill the purpose of this RFP and the County's mission and vision for Health and Human Services.

6. Itasca County reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interest of Itasca County.

PROPOSAL AND PRESENTATION COSTS

7. Itasca County is not responsible for any costs incurred by any Responder's preparation of a response to this request for proposal, or for any costs incurred in presenting this proposal.

Section A
Proposal Instructions and Requirements

PROPOSAL MODIFICATION

8. Any Responder may modify their proposal any time prior to the scheduled closing time for receipt of proposals, provided it is received by Itasca County prior to the closing time.

AMBIGUITY, CONFLICT, OR ERRORS IN RFP

9. Responders are encouraged to promptly notify Itasca County Director, in writing, of any apparent major inconsistencies, problems, or ambiguities in this Request for Proposal. Address notifications to: Eric Villeneuve, Director, Itasca County Health and Human Services, 1209 SE 2nd Ave, Grand Rapids, MN 55744. If revisions become necessary, the County will provide a response, in the form of written addenda on the Itasca County Website.

DISCRIMINATION IN EMPLOYMENT – MINN. STAT. § 181.59

10. The Responder agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age. The Responder further agrees to comply with all federal, state and local laws or ordinances and applicable rules, regulations and standards established by any governmental agency having jurisdiction over Responder's performance of the provision of the contract.

INSURANCE

11. 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 Health and Human Services within 10 days of execution of this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

12. 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 the successful Responder. 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.

12.1 **General Liability Insurance**

The Responder further agrees, to at all times during the term of this agreement, have and keep in force a commercial/professional liability insurance policy in the amount of **$1,500,000.00** for total injuries or damages arising from any one incident and **$3,000,000.00** general aggregate. When transportation is provided by the responder, said responder shall have and keep in force automobile liability in the amount of **$1,500,000.00**

Section A
Proposal Instructions and Requirements

General Liability Insurance - continued

for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured $1,500,000 for any number of claims arising out of a single occurrence. No less than $3,000,000 aggregate coverage.

12.2 **Workers' Compensation**

Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **$500,000** each Accident, Bodily Injury by Disease: **$500,000** each employee, Bodily Injury by Disease: **$500,000** policy limit.

INDEMNIFICATION CLAUSE

13. Except as may be caused by the sole negligence of the County or its employees, Responder shall indemnify, hold harmless, and defend 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 Responder, 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.

14. Responder 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".

15. This provision is not intended to create any cause of action in favor of any third party against the Responder or the County or to enlarge in any way the Responder'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 Responder's or the Responder's agents' performance hereunder.

NON-COLLUSION AFFIDAVIT

16. Responder must complete and submit a Non-Collusion Affidavit with Proposal (form included).

REQUEST FOR CLARIFICATION

17. The County reserves the right to clarify or seek clarification on any proposal with a written request to the Responder. The respondent shall have two (2) business days to provide addition requested information in writing.

Section A
Proposal Instructions and Requirements

INDEPENDENT CONTRACTOR

18. At all times and for all purposes, Responder shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed to find Respondent to be an employee of the County, and Respondent shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Itasca, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

19. Responder is responsible for hiring sufficient workers to perform the obligations under this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

REJECTION OF PROPOSALS

20. Pursuant to Minnesota Statute Section 373.01, subdivision 1(b), Itasca County reserves the right to reject any or all proposals submitted when deemed to be in the County's best interest.

AGREEMENT DEVELOPMENT

21. Itasca County Health and Human Services recommendations will be presented to the Itasca County Board for approval to enter into a contract. Lease/Use Contract negotiations will be conducted with the selected entities. In the event a satisfactory agreement cannot be reached with the selected firm, County Board approval will be sought and negotiations will be conducted with a subsequent Responder until a satisfactory contract can be established.

END OF SECTION A

Section B
Scope

BACKGROUND

1. Itasca County Health and Human Service's Mission is to protect, promote and improve the health, independence, and self- sufficiency of all people, families and community in Itasca County. We practice shared values in an ethical environment. They are of paramount importance and are: Care, Fairness, Justice, Respect, Responsibility, and Trustworthiness.

1.1 **CORE VALUES** The department's core values are the touchstones for its decisions. The Health and Human Services Departments hold these core values as we carry out our daily work in order to better serve Itasca County residents who are in need;

- We value people, families, and communities.
- We value work, independence and self-responsibility.
- We provide safety nets and ladders up for the people we serve.
- We value collaboration with communities and organizations to mobilize support that helps people function and succeed.

1.2 **SERVICES PROVIDED**

- Adult Mental Health
- Child Care Licensing
- Child Support Enforcement
- Children's Mental Health
- Developmental Disabilities
- Family and Children Services
- Financial Assistance
- Fiscal Division
- Fraud Prevention
- IMCare
- Income Maintenance
- Public Health
- Social Services

PURPOSE AND OBJECTIVE

2. Itasca County, through this Request for Proposal (RFP), is seeking qualified applicants(s) to provide Itasca County application(s) for lease agreement(s) for classroom and office space at the Itasca County Health and Human Services, Itasca Resource Center.

Section B
Scope

ELIGIBILITY

3. An organization whose use aligns with and contributes to the Itasca County Health and Human Services Mission and Vision.

4. Entities proposing to lease space at the Itasca County Health and Human Services, must agree to the following:

   4.1 Accept move-in conditions

   4.2 No significant alterations of space through lease period; this includes wall, HVAC, mechanical/electrical/plumbing. Cosmetic improvements are acceptable with prior approval by Itasca County.

   4.3 Assume responsibility for reasonable upkeep of leased space.

   4.4 Understand building improvements/projects may impact or temporarily impede use of leased space.

5. Minimum rental rates are as follows:

   5.1 Minimum Rate - Year 1: $14.00/square foot/year

   5.2 Subsequent yearly rate increases, upon lease negotiations.

   5.3 Prices include utilities and maintenance/janitorial.

SPACE FEATURES

6. Approximately 6,845 square feet are available for lease. This includes 6 classrooms and a gym/cafeteria at 6,290 square feet and an additional 555 square feet of an office/reception area. (See **Exhibit B**: Map). The leased space common features include the following features and services:

   - Four child restrooms, two standard restrooms
   - Security system and security cameras
   - Janitorial and Maintenance
   - Electronic key system on all exterior and interior doors
   - Access to meeting rooms and breakroom amenities.

END OF SECTION B

Section C
Proposal Submittal Format

PROPOSED USE DESCRIPTION – 40 pts

1. To the best of your ability, please articulate your organization's need for the following space:

2.

Type of Space	Square Footage	Proposed Use Description
Classroom 1 – Room 149	848	
Classroom 2 – Room 145	832	
Classroom 3 – Room 142	936	
Classroom 4 – Room 140	936	
Classroom 5 – Room 138	936	
Classroom 6 – Room 134	936	
Gym/Cafeteria – Room 132	866	
Office/Reception – Rooms 112/113	555	

RENTAL RATE – 20 pts

3. What is your proposed total rental rate per square foot? Please take into account the following:

- *Required* minimum rental rate = $14.00/square foot/year
- Total includes utilities, maintenance and janitorial.

Rental Rate (Year 1) Per Square Foot = _____

Rental Rate (Year 2) Per Square Foot = _____

Rental Rate (Year 3) Per Square Foot = _____

Section C
Proposal Submittal Format

QUESTIONS – 40 pts

4. Description and brief history of your organization. 5 pts

5. Provide any or all of the following: 15 pts

   5.1 Annual budget with revenues and expenses

   5.2 Organizational mission

   5.3 Vision

   5.4 Strategic and/or business plan

6. How does your organization align with the Health and Human Service's mission and vision? Please be specific. 20 pts

END OF SECTION C

Section D
Projected Timetable

1. Request for Proposal (RFP) released..... April 16, 2023
2. Pre-Proposal Tours by appointment ..... April 17- April 28, 2023
3. Questions about RFP Due ..... April 28, 2023
4. Completed Proposal Due..... May 5, 2023
5. Itasca County Board Approval to Negotiate Leases..... May 9, 2023
6. Lease Execution..... September 2023

END OF SECTION D

Section E
Evaluation of Proposals

1. All responses will be reviewed by the HHS Director and Business Manager. Prior to making the final selection, interviews may be scheduled with the selected Responders if required. Proposals will be evaluated in order of importance based upon the following criteria:

   A. Proposed Use Description: .....40 points

   B. Rental Rate: .....20 points

   C. Questions.....40 points

   D. Total Possible Points: 100

END OF SECTION E

Section G
Non-Collusion Affidavit

Responder shall affirm below that they have not been involved in collusion with another party in the preparation of this or any other proposal.

I, _____ as _____
Name of Officer or Owner — Title

of _____, affirm that the attached proposal is submitted
Entity Name

independent of any other proposal and that _____
Entity Name

has no interest, directly or indirectly, in any other proposal being prepared for request.

In addition, I do affirm that _____ shall not receive any
Entity Name

commission or other payment on the award of the request to some other person, association,

firm or corporation.

_____
Signature of Officer or Owner

ATTEST:

Sworn to and subscribed before me on
this ____ day of _____, 20____.

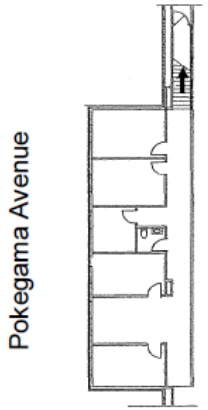
_____
Signature of Notary

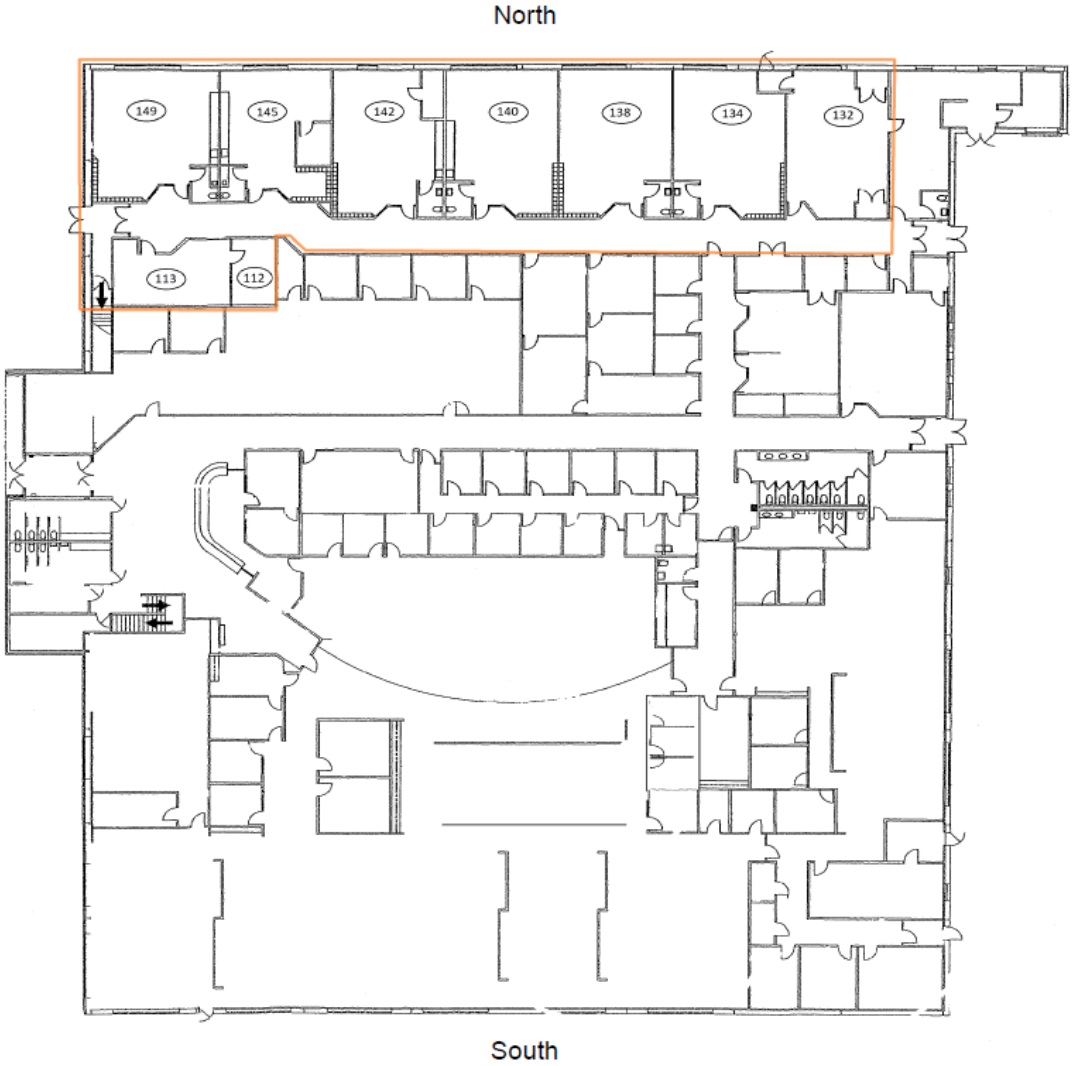
END OF SECTION G

Exhibit B

Itasca Resource Center

1209 SE 2nd Avenue
Grand Rapids, MN 55744





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

Tuesday, April 11, 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**

Motion To: Approve a funding request in the amount of $50,000 from the Greenway Joint Recreation Association (GJRA) for facility upgrades at the Hodgins-Berardo Recreation Center, to be paid from the American Rescue Plan (ARP) Fund.

RESULT:	**APPROVED (3 TO 1)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	John Johnson, Burl Ives, Casey Venema
NAYS:	Terry Snyder
ABSENT:	Cory Smith

▼ 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 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3021

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: John Johnson

AGENDA ITEM:
Letter of Opposition

BOARD ACTION REQUESTED:
Approve Letter of Opposition regarding "Transportation Greenhouse Gas Emissions Impact Assessment" language in both Senate and House omnibus bills, and authorize Board Chair signature.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Draft Letter on Greenhouse Gas Language
2. Letter on Greenhouse Gas Language SIGNED

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

ITASCA COUNTY

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

April 11, 2023

Representative Frank Hornstein, Chair
Transportation Finance and Policy Cmte
563 State Office Bldg
St. Paul, MN 55155

Senator D. Scott Dibble, Chair
Transportation Cmte
3107 Minnesota Senate Bldg
St. Paul, MN 55155

Chair Hornstein and Chair Dibble:

On behalf of the Itasca County Board of Commissioners, I submit this letter to express our concerns regarding the "Transportation Greenhouse Gas Emissions Impact Assessment" language contained in both the House and Senate omnibus bills. Specifically, we are deeply concerned about the impact this language could have on highway and capacity expansion projects, such as the U.S. Highway 169 expansion project that is desperately needed here in Itasca County to improve safety and freight movement.

For more than sixty years, our region has advocated for a safe, efficient four-lane highway connecting the Iron Range between Grand Rapids and Virginia. Thanks to the work of generations of advocates and legislators from across the Iron Range, the project is currently just eight miles from completion. The 2021 legislature appropriated planning dollars to the project, and the County is hopeful that we can continue to make progress this year, either through the Corridors of Commerce program or House Files 924 and 925/Senate Files 1531 and 1532.

However, the greenhouse gas reduction language in your bill could have the effect of prohibiting projects like the 169 Cross Range from moving forward. The greenhouse gas reduction and vehicle miles traveled reduction requirements place an onerous standard on projects like the Cross Range expansion, and it is unclear whether rural highway projects will be able to clear the bars set in this bill. And the consequences are steep. The bill directs MnDOT to "halt" any project that doesn't meet these requirements.

Projects like the Cross Range Expressway are too important to place them in jeopardy. When rural, two-lane highways across the state have been expanded, those projects save lives. The eight miles of two-lane Highway 169 between Taconite and Pengilly in Itasca County are dangerous and inefficient.

We understand that there are ongoing discussions about how to achieve the goals of the bill's author without this language having the effect of being a de facto ban on highway capacity and mobility projects in the state. We ask that you continue those discussions, but if stakeholders cannot reach a consensus, please acknowledge that this proposal is not ready to be passed into law. The consequences are too high to pass this legislation without a full understanding of its consequences.

In closing, we extend our thanks to you both, Chair Hornstein and Chair Dibble, for recognizing the value of the Corridors of Commerce program in your omnibus bills. Both the House and Senate bills make investments in the program, and the discussion about how to improve the program's regional balance is ongoing.

Sincerely,

Burl Ives, Chair
Itasca County Board of Commissioners

ITASCA COUNTY

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

April 11, 2023

Representative Frank Hornstein, Chair
Transportation Finance and Policy Cmte
563 State Office Bldg
St. Paul, MN 55155

Senator D. Scott Dibble, Chair
Transportation Cmte
3107 Minnesota Senate Bldg
St. Paul, MN 55155

Sent via email

Chair Hornstein and Chair Dibble:

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Sincerely,

Burl Ives, Chair
Itasca County Board of Commissioners

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

Tuesday, April 11, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3015

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Kristi Kane and/or Rebecca Sash

AGENDA ITEM:
Letter of Public Comment

BOARD ACTION REQUESTED:
Approve submitting a letter of public comment to the Minnesota Board on Aging for their 2024-2027 State Plan on Aging, specifically requesting changes to the Draft #5 Intrastate Funding Formula that will more equitably serve individuals age 60 and over living in Greater Minnesota.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Itasca County LOS for IFF Changes
2. Intrastate Funding Formula PP -website GreaterMN
3. Itasca County LOS for IFF Changes SIGNED

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

ADD logo or USE your organization's letterhead for print letters.

Send via email: Kari L Benson, Executive Director kari.benson@state.mn.us

Send via mail:
Minnesota Board on Aging

PO Box 64976

St Paul, MN 55164

Dear Minnesota Board on Aging Members and Kari Benson,

On behalf of the Itasca County Board, we ask for your support to preserve aging services in rural Minnesota by ensuring an equitable Intrastate Funding Formula (IFF) for rural communities. The current formula is heavily weighted to 60+ demographics and favors the 7-county metro region. Greater MN needs your support, and the health of older rural Minnesotans depends upon it.

Living in rural areas can mean limited options for services such as meal delivery programs, longer transportation time to appointments, limited access to technology and resources, and smaller workforce to support programs. Inadequate services can have a negative impact on health, erode quality of life and contribute to rising healthcare costs. Older American Act (OAA) programs truly act as the funder of last resort in Itasca County. For many of our residents there are no other options available. There is no consistent public transportation in much of our county, no broadband or not sufficient speed to order groceries online or attend telehealth appointments and no food Dudes to deliver hot meals to those who can afford to purchase from a restaurant. There are, however, Title III funded services delivered by AEOA, Legal Aid Services of NE MN, Lighthouse Center for Vital Living, and ElderCircle.

In rural Minnesota, programs that provide services to older adults are already severely underfunded and not meeting the needs of our residents. The upcoming proposed changes to the Minnesota Intrastate Funding Formula do not meet the needs of older adults living in Greater Minnesota.

In addition, there are not many other funding options available. Currently, only 2% of all foundation dollars in Minnesota are specifically directed toward aging services. Additionally, 42% of the 2% is awarded in the 7-county metro area, leaving less funding for Greater MN.

Implications of not having an equitable formula include diminished health for our residents, loss of jobs supporting OAA funded programs, greater population migration to the metro area, and increased admissions to long-term care settings. We feel that there

is a vital need to protect the interest of our older population who prefers to age in the communities of their choice.

In Itasca County we care deeply about the health and well-being of our older adults and we support their desire to age independently and in their own homes as long as possible.

The Itasca County Board asks you to prevent cuts to vital services for seniors in Greater Minnesota. Please approve an Intrastate Funding Formula weighted as follows: **20% for population 60+, 5% for 60+ with disability, 20% for 60+ low income, 15% for 60+ minority, 25% for 60+ rural, 5% for 60+ population density, 10% for 60+ living alone**. Help us maintain the opportunity for healthy aging in the Arrowhead and equitably support those living rural.

Sincerely,

Intrastate Funding Formula: Why it's Important to Greater MN

February 2023

What is the Intrastate Funding Formula (IFF)?

The Intrastate Funding Formula (IFF), or allocation formula, is used to allocate federal Older American Action (OAA) funds to Minnesota's Area Agencies on Aging (AAA).

That funding is distributed to local communities to support older adults.

Older Americans Act, Sec. 305 (a)(2)

"States shall, (C) in consultation with area agencies, in accordance with guidelines issued by the Assistant Secretary, and using the best available data, develop and publish for review and comment a formula for distribution within the State of funds received under this title that takes into account—

(i) the geographical distribution of older individuals in the State; and
(ii) the distribution among planning and service areas of older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income minority older individuals."

What does the IFF fund?

Nutrition: Home Delivered Meals (Meals on Wheels) and Congregate Dining, free or low-cost meals

Transportation: Senior Rides, free or low-cost rides to medical appointments

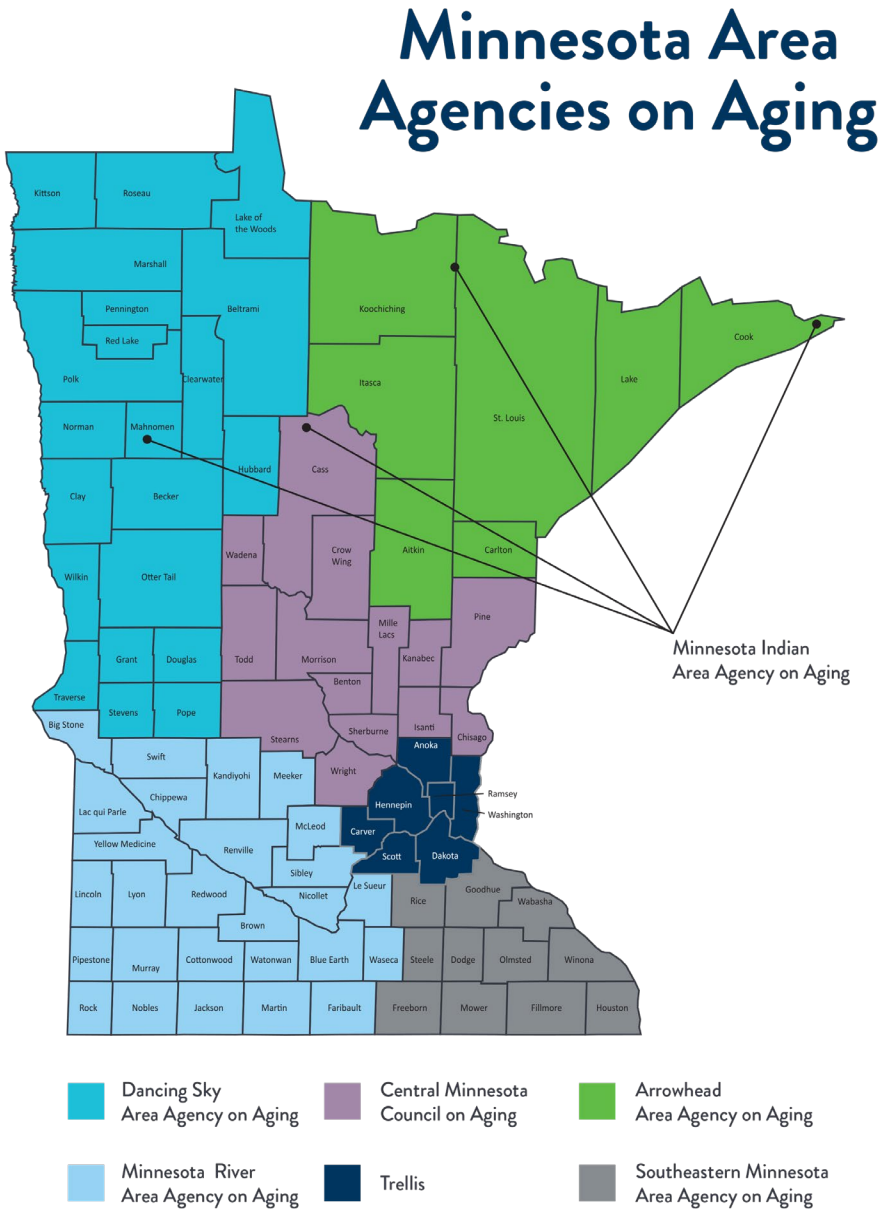
Chore Services: Snow Removal, Lawn Mowing

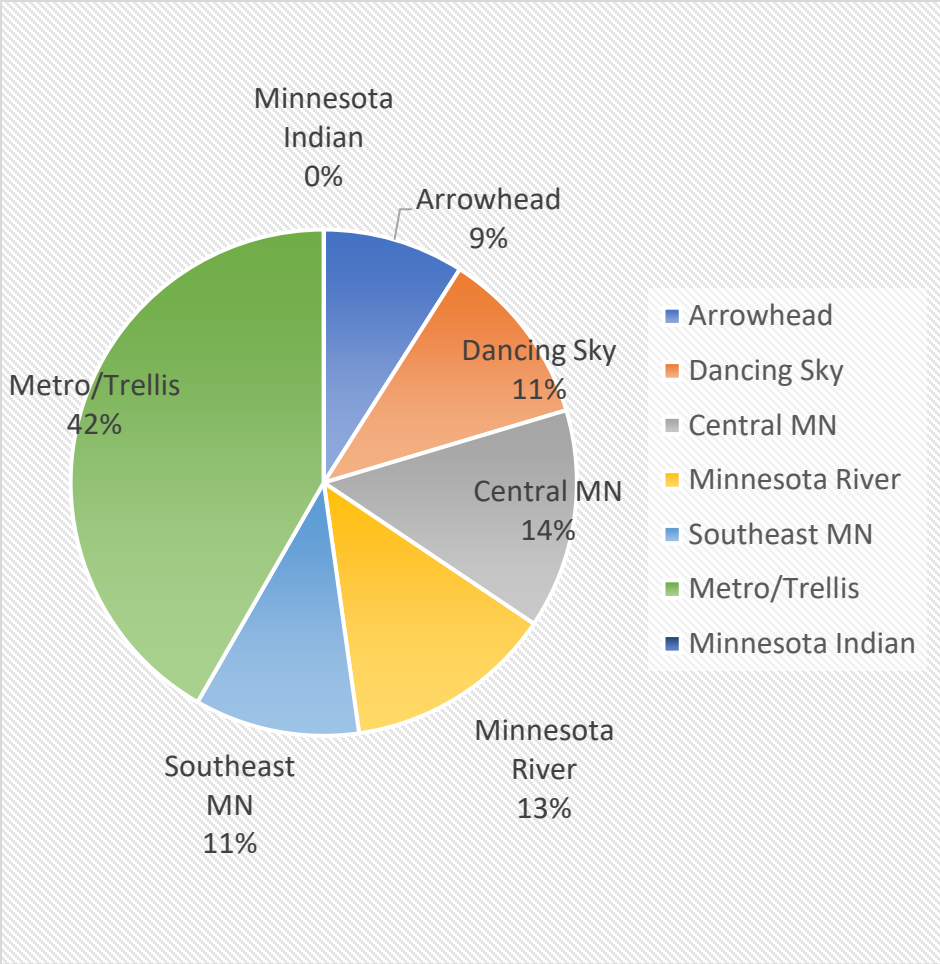
Homemaking Services, Grocery Delivery

Caregiver Services: Respite, Support Groups, Adult Day Services

Health Promotion Classes: Matter of Balance, Diabetes Self Management, Tai Chi Quan, SAIL and more!

What communities receive the funding?





Current Funding Formula

After applying the approved intrastate funding formula to each planning and service area using current census data, Area Agencies receive an allocation of OAA funds:

• Dancing Sky AAA	11.35%
• Arrowhead AAA	9.03%
• Central Minnesota Council on Aging	14.03%
• Metropolitan AAA/Trellis	41.69%
• Minnesota River AAA	13.36%
• Southeast Minnesota AAA	10.54%
• Minnesota Indian AAA	N/A

Who decides how the formula is weighted?

The Administration on Community Living ultimately decides but a formula must be presented to them by the Minnesota Board on Aging (MBA).

The MBA is a 25-person governor appointed board.

The MBA has been working through a strategic process and have presented 5 different iterations of the funding formula to Minnesota Area Agencies on Aging.

The Draft Formula #5 will be presented for public comment. **YOU have an opportunity to weigh in.**

We Are Making Progress

In early iterations of the formula there were large losses (over 2M) for Greater MN AAA's and gains for Metro AAA's.

In the current formula the Minnesota Indian AAA is not included. The Minnesota Indian AAA is included in Draft #5

The Caveat: The proposed Draft #5 cuts to Greater MN are reduced, **but they are still cuts**. A reduction in Home and Community Based services and supports is not what Greater MN needs.

Equity for Greater MN Citizens is Required

The current formula weights heavily on population, which shifts dollars to the 7 county metro area.

Rural area's face challenges and barriers to service delivery because of sparse population and distance to services

Greater MN AAA's are calling for communities to ask that '60+Rural' and other factors that affect Greater Minnesotans be given a stronger value in the formula.

Considerations for Service Delivery in Rural Communities

Limited Infrastructure

- Few transportation options and poorly maintained roads
- Older housing in need of repairs, limited affordable senior housing
- Limited or no access to technology in some areas, including broadband

Dispersed Population

- Great distance between sparse populations
- There are disincentives for providers to serve rural areas
- Distance hampers older adults' access to services in the community

Demographic and Economic Trends

- Working-age adults leaving rural areas
- LTSS are dwindling forcing people to leave the region
- Smaller workforce pool for providers
- Fewer family members and volunteers to help older adults
- Growing aging population eligible for services, including some high-need older adults

Supportive Services are Necessary

Access to Services are Limited

Only 37% (242) of all primary care clinics (661) are in rural areas.

Only 19% (208) of all specialty care clinics (1070) are in rural areas.

73% of Nursing Home Closures since 2011 were in Greater MN

MN has 94 designated healthcare professional shortage areas in 53 counties for dental and primary care. Zero are in the 7-county metro area.

Intrastate Funding Formula Comparison

- In Draft #5 Rural AAA's will lose funding
- The suggested changes would increase funding to all Rural AAA's statewide

Factor	Data Source	Weight (Current)	Weight (Draft #4)	Weight (Draft #5)	**THE ASK: Decrease the 60+ pop to 20%, decrease 60+ with disability to 5% increase 60+ rural to 25% and increase 60+ living alone to 10%.**
60+	ACS	55%	35%	30%	**20%**
60+ Low Income	ACS	20%	20%	20%	**20%**
60+ Minority	ACS	10%	15%	15%	**15%**
60+ Rural	Census	10%	15%	15%	**25%**
60+ Population Density Ration	ACS	5%	5%	5%	**5%**
60+ Living with a Disability	ACS	n/a	10%	10%	**5%**
60+ Living Alone	ACS	n/a	n/a	5%	**10%**

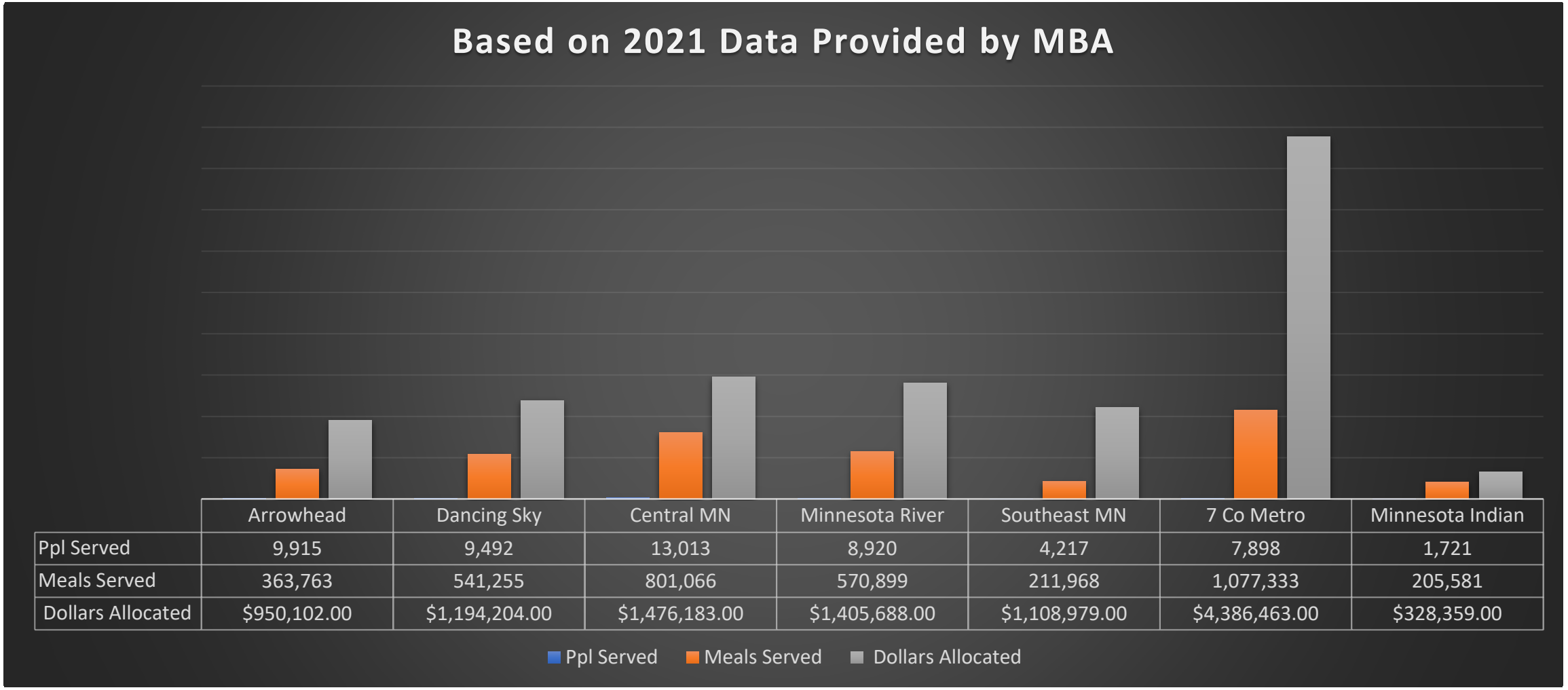
Considerations for Service Delivery in Rural Communities

Public Comment on IFF

PSA	Current 2023 allocations		Proposed IFF by MBA			IFF Request to Support Greater MN Seniors		
	Total OAA Title III (all titles)	%	Total OAA Title III (all titles)	%	+/- to current	Total OAA Title III (all titles)	%	+/- to current
Dancing Sky AAA	2,303,625	11.1%	2,143,840	10.3%	-159,785	2,349,471	11.3%	**45,846**
Arrowhead AAA	1,831,139	8.8%	1,803,098	8.7%	-28,041	1,922,685	9.3%	**91,546**
Central MN COA	2,845,058	13.7%	2,956,572	14.2%	**111,514**	3,178,060	15.3%	**333,002**
Minnesota River AAA	2,709,193	13.0%	2,305,701	11.1%	-403,492	2,488,241	12.0%	-220,952
Southeastern MN AAA	2,137,342	10.3%	1,852,500	8.9%	-284,842	1,892,861	9.1%	-244,481
Metro AAA dba Trellis	8,450,005	40.7%	9,144,575	44.0%	**694,570**	8,353,313	40.2%	-96,692
Minnesota Indian AAA	506,952	2.4%	576,986	2.8%	**70,034**	598,684	2.9%	**91,732**
TOTAL	20,783,314	100%	20,783,272	100%		20,783,315	100%	

IFF factors & Weights			
60+ Population	55%	30%	20%
60+ W Disability	0%	10%	5%
60+ Low Income	20%	20%	20%
60+ Minority	10%	15%	15%
60+ Rural	10%	15%	25%
60+ Population Density	5%	5%	5%
60+ Living Alone	0%	5%	10%
TOTAL	100%	100%	100%

Nutrition – Example of how the current formula does not support Greater MN Equity



	Arrowhead	Dancing Sky	Central MN	Minnesota River	Southeast MN	7 Co Metro	Minnesota Indian
Ppl Served	9,915	9,492	13,013	8,920	4,217	7,898	1,721
Meals Served	363,763	541,255	801,066	570,899	211,968	1,077,333	205,581
Dollars Allocated	$950,102.00	$1,194,204.00	$1,476,183.00	$1,405,688.00	$1,108,979.00	$4,386,463.00	$328,359.00

The Funder of Last Resort

OAA funding is truly the funding of last resort in many Rural MN communities.

There are often no other options for service provisions for many of the individuals we serve, (especially Nutrition).

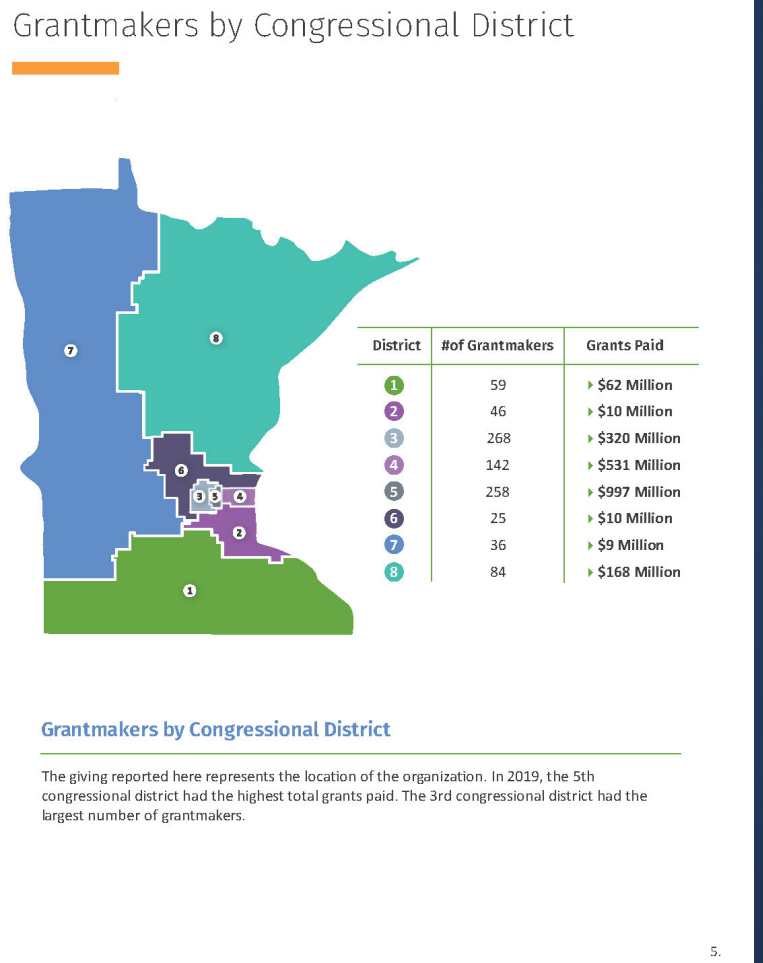
For homebound individuals there are very limited food delivery options and those include services like Amazon and delivered meals kits that would require broadband to order.

For those with no broadband, limited funding, and no transportation – there are virtually zero options outside of neighbors.

In most towns there are limited or no public transportation options, no taxi's, no Ubers – so access to food is left to Title III Home Delivered Meals or Title III funded homemaker programs such as grocery delivery and/or volunteer driver programs.

Access to Non-Title III Funding Opportunities

- Congressional Districts 2,3,4,5,6 serve all or parts of the Metro region and contain **740 Foundations**: $1,868,000,000 Foundation dollars awarded in 2021
- Congressional District 8 serves parts of the AAAA region and contains **84 Foundations** $ 168,000,000 (we have 4% of the options that Metro area has for alternate funding.)
- All of the western part of MN (District 7) only has **36 Foundations** and $9,000,000 available (Less than ½%)
- 2% of all foundation dollars in MN are directed specifically toward aging services



Other Implications

Loss of Jobs

Older Americans Act programming employs many people in the Arrowhead Region from congregate dining cooks, to in-home respite workers

Greater migration of population to Metro Area or out of state

If these vital services cease to exist, older adults may be forced to move out of their homes

Increase in skilled nursing facility admissions

Due to lack of in-home supports

Exacerbated Chronic Health Conditions and increased falls among older adults

Due to lack of proper nutrition, exercise, socialization, etc.

The Ask

Public Comment Will Be Open in April via the State Register and on the MBA website https://mn.gov/board-on-aging/.

Please help educate your communities.

It would support our aging community members in Greater MN if MBA would consider a IFF formula draft to reflect:

A decrease in the 60+ population to 20%, decrease 60+ with disability to 5%, increase 60+ rural to 25% and increase 60+ living alone to 10%. The final formula would look like this:

The net result would be an increase for all outstate AAA's.

	60+ Population	60+ with Disability	60+ Low Income	60+ Minority	60+ Rural	60+ Population Density	60+ Living Alone
Desired IFF	20%	5%	20%	15%	25%	5%	10%

Questions? Please contact your local AAA

Arrowhead Area Agency on Aging

Kristi Kane, Director kkane@ardc.org

Main: 218-722-5545 Cell: 218-244-9639

Counties served: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis

Central MN Council on Aging

Lori Vrolson, Executive Director Lori@cmcoa.org

Main: 320-253-9349

Counties served: Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, & Wright

Dancing Sky Area Agency on Aging

Heather Pender, Director heather@nwrdc.org

Main: 218-745-6733

Counties served: Becker, Beltrami, Clay, Clearwater, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Traverse, Wilkin

Minnesota River Area Agency on Aging

Jason Swanson, Executive Director jswanson@mnraaa.org

Main: 507-387-1256

Counties served: Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Kandiyohi, Lac qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, Sibley, Swift, Waseca, Watonwan, & Yellow Medicine

Southeastern MN Area Agency on Aging

Laurie Brownell, Director Laurie@semaaa.org

Main: 507-288-6944

Counties served: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, & Winona

THANK YOU!

Thank you for supporting aging community members. We believe all deserve to age in the best way possible and in the communities of our choice!

ITASCA COUNTY

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Administrative Services
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Grand Rapids, MN 55744-2600
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April 11, 2023

Minnesota Board on Aging
PO Box 64976
St. Paul, MN 55164

Sent electronically to kari.benson@state.mn.us

Dear Minnesota Board on Aging Members and Kari Benson,

On behalf of the Itasca County Board, we ask for your support to preserve aging services in rural Minnesota by ensuring an equitable Intrastate Funding Formula (IFF) for rural communities. The current formula is heavily weighted to 60+ demographics and favors the 7-county metro region. Greater MN needs your support, and the health of older rural Minnesotans depends upon it.

Living in rural areas can mean limited options for services such as meal delivery programs, longer transportation time to appointments, limited access to technology and resources, and smaller workforce to support programs. Inadequate services can have a negative impact on health, erode quality of life and contribute to rising healthcare costs. Older American Act (OAA) programs truly act as the funder of last resort in Itasca County. For many of our residents there are no other options available. There is no consistent public transportation in much of our county, no broadband or not sufficient speed to order groceries online or attend telehealth appointments and no food Dudes to deliver hot meals to those who can afford to purchase from a restaurant. There are, however, Title III funded services delivered by AEOA, Legal Aid Services of NE MN, Lighthouse Center for Vital Living, and ElderCircle.

In rural Minnesota, programs that provide services to older adults are already severely underfunded and not meeting the needs of our residents. The upcoming proposed changes to the Minnesota Intrastate Funding Formula do not meet the needs of older adults living in Greater Minnesota.

In addition, there are not many other funding options available. Currently, only 2% of all foundation dollars in Minnesota are specifically directed toward aging services. Additionally, 42% of the 2% is awarded in the 7-county metro area, leaving less funding for Greater MN.

Implications of not having an equitable formula include diminished health for our residents, loss of jobs supporting OAA funded programs, greater population migration to

the metro area, and increased admissions to long-term care settings. We feel that there is a vital need to protect the interest of our older population who prefers to age in the communities of their choice.

In Itasca County we care deeply about the health and well-being of our older adults and we support their desire to age independently and in their own homes as long as possible.

The Itasca County Board asks you to prevent cuts to vital services for seniors in Greater Minnesota. Please approve an Intrastate Funding Formula weighted as follows: **20% for population 60+, 5% for 60+ with disability, 20% for 60+ low income, 15% for 60+ minority, 25% for 60+ rural, 5% for 60+ population density, 10% for 60+ living alone.** Help us maintain the opportunity for healthy aging in the Arrowhead and equitably support those living rural.

Sincerely,

Burl Ives, Chair
Itasca County Board of Commissioners