



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 23, 2023

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Items #6.2 (Legislative Conference Call) and #6.9 (Fairgrounds Campground ARP Funding), add Items #6.11 (Bowstring Airport Capital Improvement Plan), #6.12 (River Road / Airport Road Roundabout Update), #6.13 (Letter of Support for Trails Task Force), #6.14 (Letter of Support to Chippewa National Forest), and Item #8.1 (Closed Session Re: Labor Negotiations), and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
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, May 16, 2023 County Board Work Session

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

V. CONSENT AGENDA

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

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

1. Award the Oil Change/Lube Services contract for County owned vehicles to the lowest responsible bidder, Jack's Auto Service, for the period of August 1, 2023 through July 31, 2024, approve a waiver of insurance requirements, and authorize necessary signatures to said contract.

2. Approve a LG214 Premises Permit Application for gambling, as requested by Community Charities of MN, to conduct lawful gambling at Timberwolf Inn, 50021 Jack the Horse Road, Marcell MN 56657.
3. Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2023 through June 30, 2025
4. Approve a Letter of Agreement between Itasca County and the University of Minnesota to start the County Geologic Atlas process and authorize County Board Chair to sign said letter.
5. Approve final payment for Contract 69302 - 2022 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.
6. Award County Project 2023-07 for 2023 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$284,260.00 and authorize the necessary signatures to execute the contract documents.
7. Appoint Commissioners Cory Smith and Terry Snyder to the Executive ATV Permit Committee for terms expiring December 31, 2023.
8. Approve utility easement for construction, maintenance and operation of a 3-phase overhead electric line over and across tax-forfeited trust lands in Section 31, Township 54, Range 22 and authorize necessary signatures.
9. Award Request for Qualification for Itasca County Firewise Coordinator 2023, to Moore Outdoor Services, LLC for \$32,020.00, with contract amount contingent upon successful funding through 2023 Firewise grant, and authorized necessary signatures.
10. Adopt the Resolution Re: Driftskippers Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Ken Heintzeman provided a legislative update from U.S. Representative Pete Stauber as citizen input.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

3. Recognition of County Employees

The following employees were recognized:

Congratulations to Becky Sutherland who accepted a job change from Legal Secretary, Probation Department to Human Resources Assistant, HR Department effective April 30, 2023.

Welcome to new employee Nicholas O'Toole, Deputy Sheriff/Road Deputy with the Itasca County Sheriff's Office, effective May 1, 2023.

Farewell to Brian Benes whose last day as an Engineering Technician III, Transportation Department will be June 9, 2023, after 32+ years of service.

Welcome new employee Mary Beth Johnson, Legal Secretary in the Attorney Department effective May 15, 2023.

Welcome new employee Foster Thompson, Safety Specialist in the Auditor/Treasurer Department effective May 15, 2023.

Welcome new employee Lilly Gould, Social Worker, Family Services Division of Health & Human Services Department effective May 15, 2023.

Congratulations to Jeff Bryngelson who accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office, effective May 14, 2023.

Congratulations to Jake Olson who accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office, effective May 14, 2023.

Congratulations to Jesse Lehner who accepted a job change from District Forester to Staff Forester, Land Department effective May 17, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 26, 2023, in the amount of \$2,153,835.23.

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

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2023, in the amount of \$1,279,823.51.

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

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

Controller Matt Alstad provided a County Based Purchasing (IMCare) Division Update, including information regarding the current financial picture of IMCare.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

7. Updated Mississippi River Grand Rapids 1W1P Policy Committee MOA

Motion To: Adopt the updated Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

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

8. Cutting Edge / Tires Storage Building

Motion To: Award Cutting Edge / Tire Storage Building to the lowest quote, American Steel Carports, in the amount of \$26,505.00 and authorize the necessary signatures to execute the contract documents.

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

10. Department Work Study

Motion To: Appoint Commissioners Johnson and Snyder to serve on a Department Work Study Subcommittee to provide a report back to the County Board in 30 days.

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

11. Bowstring Airport Capital Improvement Plan

Motion To: Approve the Bowstring Airport Capital Improvement Plan for submission to the State.

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

12. River Road / Airport Road Roundabout Update

Assistant County Engineer Ryan Sutherland provided an update regarding the River Road / Airport Road Roundabout project beginning June 5, 2023. For more information regarding this project, please visit <https://www.co.itasca.mn.us/219/Transportation> or call Ryan Sutherland at (218) 327-2833.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

13. Letter of Support for Trails Task Force

Motion To: Approve a Letter of Support for Itasca County Trails Task Force's grant application to the Blandin Foundation and authorize signature of the County Board Chair.

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

14. Letter of Support to Chippewa National Forest

Motion To: Approve a Letter of Support to the Chippewa National Forest Deer River Ranger District for the Mac & Ruby Salvage Projects and authorize signature of the County Board Chair.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding his attendance at the recent Bigfork School and Community Project Open House.

Commissioner Johnson provided comment regarding an upcoming in-person conversation regarding unique issues for the aging population in Itasca County and northern Minnesota with Kristi Kane, Director of the Arrowhead Agency on Aging, to be held on May 25, 2023 from 1-2:30 PM at the Itasca County Family YMCA in Grand Rapids, MN.

Commissioner Venema provided comment regarding road concerns in the Buck Lake area.

Commissioners Johnson and Ives provided comment regarding funding for the Canisteo Pit and Highway 169 Cross-Range Expressway projects.

Commissioner Ives provided comment regarding his attendance at an upcoming Northeast Minnesota Office of Job Training (NEMOJT) meeting.

RECESS

Chair Ives recessed the meeting at 3:45 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:55 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations.

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

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

Others Present: County Attorney Matti Adam, Human Resources Director Janet Borth, County Auditor/Treasurer Matti Adam, County Administrator Brett Skyles, Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

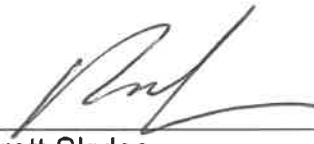
RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

IX. ADJOURN

Chair Ives adjourned the meeting at 4:06 PM.

ATTEST

Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

RESOLUTION 2023-27

RE: DRIFTSKIPERS SNOWMOBILE CLUB TRAIL IMPROVEMENT GRANT APPLICATION

WHEREAS, Itasca County, as sponsor, recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Snowmobile Trail Improvement Program, and

WHEREAS, the Driftskipper Snowmobile Club is working to seek funding for a major re-route project on the Driftskipper Snowmobile Trail, and

WHEREAS, the Snowmobile Trail Improvement Program is available to fund seventy-five (75) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Driftskipper Snowmobile Club recognizes the twenty-five (25) match requirements for the Trail Improvement grant program, and that they will secure matching funds.

NOW THEREFORE BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural Resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, that Itasca County will accept the sponsorship role for this project involving State FY 23 funding, and

BE IT FURTHER RESOLVED, the Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant).

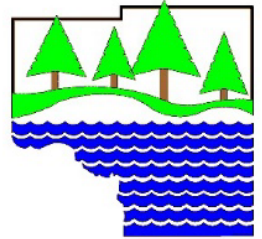
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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 23rd day of May 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 23rd day of May A.D. 2023.

Administrator



May 23, 2023

Chair:

PULL:

1. Items #6.9 – Fairgrounds Campground ARP Funding

ADDITIONS:

1. Item #6.11 – Bowstring Airport Capital Improvement Plan
2. Item #6.12 – River Road / Airport Road Roundabout Update
3. Item #6.13 – Letter of Support for Trails Taskforce
4. Item #6.14 – Letter of Support to Chippewa National Forest
5. Item #8.1 – Closed Session Re: Labor Negotiations

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 16, 2023

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:38 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:38 PM
Terry Snyder	District #2	Present	2:38 PM
John Johnson	District #3	Present	2:38 PM
Burl Ives	District #4	Present	2:38 PM
Casey Venema	District #5	Present	2:38 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.12 (Tax-Forfeited Land Purchase) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 9, 2023 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Award the Oil Change/Lube Services contract for County owned vehicles to the lowest responsible bidder, Jack's Auto Service, for the period of August 1, 2023 through July 31, 2024, approve a waiver of insurance requirements, and authorize necessary signatures to said contract.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 05/23/2023 2:30 PM**

*Pending staff response to insurance questions

2. Approve a LG214 Premises Permit Application for gambling, as requested by Community Charities of MN, to conduct lawful gambling at Timberwolf Inn, 50021 Jack the Horse Road, Marcell MN 56657.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 05/23/2023 2:30 PM**

3. Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2023 through June 30, 2025

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM

4. Approve final payment for Contract 69302 - 2022 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM

5. Award County Project 2023-07 for 2023 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$284,260.00 and authorize the necessary signatures to execute the contract documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM

6. Approve utility easement for construction, maintenance and operation of a 3-phase overhead electric line over and across tax-forfeited trust lands in Section 31, Township 54, Range 22 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM

7. Award Request for Qualification for Itasca County Firewise Coordinator 2023, to Moore Outdoor Services, LLC for \$32,020.00, with contract amount contingent upon successful funding through 2023 Firewise grant, and authorized necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM

8. Adopt the Resolution Re: Driftskippers Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/23/2023 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Legislative Conference Call

A Legislative Conference Call was provided by Itasca County Lobbyist Loren Solberg.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Off Sale Liquor License

Motion To: Approve New Off Sale Liquor License for Max Mini Store Inc located at 50758 State Highway 46, Squaw Lake MN 56681.

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Cory Smith

SECONDER: Commissioner Terry Snyder

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

4. Community Service Announcement

Environmental Services Coordinator Greg Stoltz provided information regarding the upcoming Back Yard Composting seminar presented to the public at no charge by Itasca County Environmental Services Department and the University of MN Master Gardeners on Monday, May 22, 2023 from 5-7 PM in the Itasca County Boardroom, as well as the upcoming Clean-up Days in the cities of LaPrairie, Coleraine, and Keewatin.

RESULT: INFORMATIONAL - NO ACTION TAKEN

5. Dem-Con Keewatin Update
Dem-Con representative Bill Keegan provided an update regarding the Dem-Con site in Keewatin.

Motion To: Approve a Letter of Support to submit a Certificate of Need for the Dem-Con site in Keewatin.

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

6. Updated Mississippi River Grand Rapids 1W1P Policy Committee MOA
District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the updated Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

7. County Geologic Atlas Agreement
District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to approve a Letter of Agreement between Itasca County and the University of Minnesota to start the County Geologic Atlas process and authorize County Board Chair to sign said letter.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

8. Executive ATV Permit Committee
Assistant County Engineer Ryan Sutherland provided information regarding the request to appoint the County Board Chair and Vice Chair to the Executive ATV Permit Committee. It was the consensus of the County Board to recommend the appointments of Commissioners Smith and Snyder.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

9. Fairgrounds Campground ARP Funding
Land Commissioner Kory Cease provided information regarding the request to approve use of ARP funds up to the amount of \$149,446.90 for the fairgrounds campground improvement contract.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

10. Fairgrounds Campground Fee Schedule
Land Commissioner Kory Cease provided information regarding updating Fairgrounds Park Campground fee schedules following completion of the campground improvement project.

Motion To: Update the Fairgrounds Park Campground fee schedules to charge \$50 per night with a max stay of 14 days.

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

11. Letter of Support
Motion To: Adopt the Resolution Re: State Mineral Leases Proposed Distribution Near Nashwauk and approve a Letter of Support and Communication regarding DNR Mineral Lease decision at Mesabi Metallics.

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

13. Executive Council Testimony

It was the consensus of the County Board to send Commissioners Venema and Johnson to testify to the Executive Council Re: State Mineral Leases.

VII. COMMITTEE REPORTS**VIII. ADMINISTRATOR UPDATE**

County Administrator Brett Skyles provided an Administrator Update, including information regarding pumping at the Canisteo Pit which removed over 2 billion gallons of water and lowered the water level by 2 feet.

IX. COMMISSIONER COMMENTS

Commissioners Johnson and Snyder provided comment regarding pumping at the Canisteo Pit.

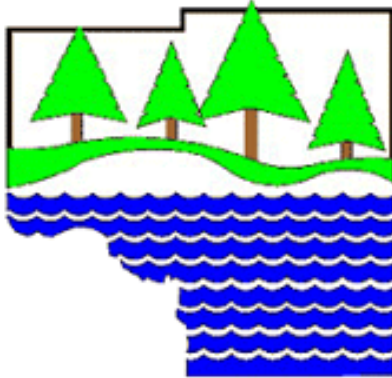
X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 4:36 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3082

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Contract Award - Oil Change/Lube Services

BOARD ACTION REQUESTED:

Award the Oil Change/Lube Services contract for County owned vehicles to the lowest responsible bidder, Jack's Auto Service, for the period of August 1, 2023 through July 31, 2024, approve a waiver of insurance requirements, and authorize necessary signatures to said contract.

BACKGROUND:

Request for Quotes (RFQs) were sent out to seven (7) local vendors. One (1) response was received. This contract consists of three (3) services. This service is for County owned vehicles, not leased vehicles. Jack's Auto Service does, however, have an agreement with Enterprise for the maintenance of our leased vehicles as well. The response that we received is attached.

The estimated cost of this contract on a yearly basis is under \$4,000.

As of April 27, 2010 Board Action, Itasca County policy requires Purchase of Service (POS) agreements/contract vendors to have coverage of 1.5 million per occurrence and 3 million aggregate in addition to MCIT's recommendation for the Employer's Liability Insurance to \$500,000 each accident, \$500,000 Disease - Policy Limit, and \$500,000 Disease - Each Employee. The purchasing policy requires County Board approval to reduce insurance requirements established in the Insurance and Indemnification Policy. Jack's Auto Service currently has \$1,000,00 per occurrence and \$1,000,000 General Aggregate coverage. In this case, Itasca County is agreeable to the lower limits and recommends approval of a waiver.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. RFQ - Jack's Auto Service
2. Request for Quote letter
3. COI - Jack's Auto Service

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

*Pending staff response to insurance questions.

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

Dept./Div. Delivery point (Be Exact) Originator:	Itasca County 123 N. E. 4th Street Grand Rapids, MN 55744		Date Prepared 1/27/2023 Date Required 3/15/2023
		Signature of Approving Authority	

ITASCA COUNTY REQUITION/QUOTATION

If firm name & address are incorrect, please correct.

VENDORS

	Return Request for Quotation To:	Itasca County 123 N. E. 4th Street Grand Rapids, MN 55744	Control No.	
	*Quotations are to be construed as the delivered price un-less otherwise specified (F.O.B. Destination) *When bidding on goods other than specified, bidder must give complete description, including trade and brand *Do NOT include Federal Excise Taxes or Minnesota Sales Tax (Exemption # 8026717)			Warrant Number
	Buyer - <u>Shelley Kebart</u> Phone <u>327-2845</u> fax <u>218-327-2848</u> BIDS ARE DUE 3/15/2023			
Jacks Auto Service 403 NW 3rd Ave Grand Rapids, MN 55744	Vendor No.	Contract No.	Invoice No.	

Dept.	Prog./Proj.	Acct.	Qty.	Unit	Commodity No.	Description of item or Service	Unit Price	Amount
						Oil Changes/Lubrication for County Vehicles (2-wheel & 4-wheel driver pickups & standard passenger vehicles) *See attached specifications on RFP. NOTE: As of January 1, 2014, Itasca County is exempt from sales tax. #1 FULL SERVICE OIL CHANGE: standard oil - Price for each additional quart #2 FULL SERVICE OIL CHANGE: synthetic oil -Price for each additional quart #3 MINI SYNTHETIC: 1 quart synthetic oil & items B through Q PICKUP & DELIVERY SERVICE AVAILABLE -Additional cost (if any) Appointments Required ESTIMATED TURNAROUND TIME TO PERFORM OIL CHANGE SERVICE AS PER SPECIFICATIONS Itasca County retains the authority to reject any or all bids and waive any irregularities.	\$59.36 \$ 5.49 \$113.93 \$15.99 \$48.69	\$ \$ \$ \$ \$
						PICKUP & DELIVERY SERVICE AVAILABLE -Additional cost (if any) Appointments Required ESTIMATED TURNAROUND TIME TO PERFORM OIL CHANGE SERVICE AS PER SPECIFICATIONS Itasca County retains the authority to reject any or all bids and waive any irregularities.	Yes ☒ Yes _____	No _____ No <u>\$10.00</u> No _____

Vendor's Delivery Date _____
 Phone # _____
 Authorized Signature _____

QUOTATION ACCEPTED:
 Itasca County

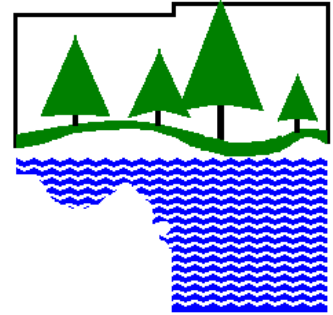
Authorized Signature _____

Date _____

Equal Opportunity Employer

ITASCA COUNTY

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



FULL SERVICE OIL CHANGES - REQUEST FOR QUOTE (RFQ) -SPECIFICATIONS-

Intent: It is the intent of the RFQ to secure oil change/lubrication services for Itasca County's department, division and agency vehicles on an as needed basis at the most favorable cost.

Instructions: Quotes must be completed, signed and returned to:

Itasca County Courthouse
Administrative Services Dept. - Room #103
123 NE 4th Street
Grand Rapids, MN 55744
Or via email: Shelley.kebart@co.itasca.mn.us

No later than March 15, 2023.

Conditions: Quotes and award are to be in accordance with MN Statute 471.345, subdivision 5 of the Uniform Municipal Contracting Law. The County retains the authority to waive any irregularities and to reject any or all quotes.

Agreement Period: This price agreement will be for a twelve (12) month period beginning August 1, 2023 through July 31, 2024, with the option to extend the agreement for additional twelve (12) month periods upon mutual agreement of the County and the Vendor. This option to renew will be determined by March 15th of the expiring year.

Quantities and Estimated Purchases: Itasca County purchases on average per year an estimated 150 oil changes. However, this shall not be construed as either the minimum or maximum amount of oil changes per year. It shall be understood and accepted by the proposer that any quantities shown on this RFQ are estimated quantities only and impose no obligation upon Itasca County either minimum or maximum. This agreement does not limit or restrict Itasca County departments to obtain oil changes solely from the successful proposer. Nor does it require any additional repairs be completed by the successful proposer.

Quote Evaluation: The evaluation of the Oil Change quotes will be based on the total low accumulative dollar amounts stated and the vendor's ability to meet the terms and conditions as specified in this request for quote.

Specifications: #1 and #2 FULL SERVICE OIL CHANGE to include items A through Q; # 3 MINI SYNTHETIC TO INCLUDE Change 1 quart of Mobil 1 synthetic (or equivalency) and items B through Q.

- A) Change oil up to 5 quarts
- B) Install new oil filter
- C) Lubricate entire chassis including U-Joints
- D) Check and fill Transmission Fluid
- E) Check and fill Transfer Case
- F) Check and fill Differential Fluid (front and/or rear)
- G) Check Brake Fluid
- H) Check and fill Power Steering Fluid
- I) Check and fill Window Washer Fluid with windshield washer solvent/antifreeze
- J) Check and fill Battery
- K) Check and fill Radiator with antifreeze mixture good to 35 degrees below 0 Fahrenheit
- L) Check Air Filter and Breather
- M) Inflate tires
- N) Wiper blade check
- O) Exterior light check
- P) Environmental Waste Disposal
- Q) Miscellaneous Shop Supplies

All oils, antifreeze, filters and lubricants must meet or exceed the vehicle manufacturer's recommendations. Synthetic oil used on #2 and #3 should be Mobil 1 or equivalency.

Scheduling/Pickup/Delivery/Service Time: Service is to be available between 8:00AM and 4:30PM, Monday through Friday. Appointments (if needed) for service are to be scheduled for within 24 hours of contact from the Department requesting the service with the exception of weekends and holidays.

Itasca County would like the option of having the county vehicles picked up and delivered to the Courthouse location by the vendor providing the oil change. Please state on the Request for Quote form if there is an additional charge for pickup and delivery service and what that charge would be. Please also note the estimated average turnaround time for providing oil change services as per the specifications noted.

Billing: All oil change services must be accompanied by a departmental invoice. This invoice shall contain the following information: purchasing department/agency/division name, vehicle number, date of service, unit price, signature of County employee receiving the service, and invoice total. Itasca County is tax exempt and Form ST3 will be provided with final documents.

Current payment schedule will be paid based on the Commissioner Warrant Cut-Off Dates determined by the County Auditor/Treasurer's office. All Itasca County Departments must have processed bills to the Auditor's Department by 4:30 p.m. of the designated cutoff date. Processed bills received by the Auditor's Department after the cutoff date deadline will be held for processing until the next bill payment.

The successful proposer will provide Itasca County Administrative Services with a report of oil changes purchased under this contract by September 1st of each year.

Insurance: Upon notice of the contract award, the successful proposer will be REQUIRED to provide Itasca County with a Certificate of Insurance evidencing that the liability insurance coverage in force complies with MN Statute 466.04, and as recommended by MCIT before the start date of the contract. Said policy is to be in effect throughout the term of the contract – including any agreed

upon extension renewals. (A copy of the statute and County Board RBA are included as Attachments A and B.). If a waiver of said insurance coverage needs County Board approval, this should also be noted on the Request for Quote form. County Board Action taken on 9/22/2020 may allow for a reduction in tort cap limits based on the contract value.

The successful proposer's policy shall be the primary insurance to any other valid and collectible insurance available to the County with respect to any claim arising out of this contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed or not renewed without thirty (30) calendar days prior notice thereof to the County.

Cancellation: This contract may be canceled in whole or in part for any reason by the County or the Vendor upon 30 days written notice prior to the effective date of the cancellation.

Questions: Questions regarding this RFQ may be directed to Shelley Kebart at 218.327.2845.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Itasca Reliable Insurance Agency 1121 E US Hwy 169 PO Box 825 Grand Rapids MN 55744	CONTACT NAME: Sharon Thibault PHONE (A/C, No, Ext): (218) 326-8518 FAX (A/C, No): (218) 326-9557 E-MAIL ADDRESS: SharonT@itascareliableinsurance.com
INSURED Autoserve Inc dba: Jack's Auto Service Center 403 NW 3rd Avenue Grand Rapids MN 55744-2537	INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Co. NAIC # 32700 INSURER B: Auto-Owners Insurance Co. 18988 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2022 Master Certificate**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			08174622	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			4377453801	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	08213865	09/01/2022	09/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Garage Liability Garage Keepers Liability			4377453800	09/01/2022	09/01/2023	Liability Limit \$1,000,000 GKLL PhysDamage \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garage Liability includes coverage for towing/hauling exposure for a limit of \$1,000,000.

Garagekeepers Direct Primary coverage with \$100,000 limit provides On Hook coverage for the same limit, \$1,000 deductible applies on comprehensive and collision.

Email: Shelley.Kebart@co.itasca.mn.us

CERTIFICATE HOLDER**CANCELLATION**Itasca County
c/o Shelley Kebart

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3085

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve a LG214 Premises Permit Application for gambling, as requested by Community Charities of MN, to conduct lawful gambling at Timberwolf Inn, 50021 Jack the Horse Road, Marcell MN 56657.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3073

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Core Professional Services PA Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2023 through June 30, 2025

BACKGROUND:

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Core Professional Services PA 2023-2025

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/01/2023 THROUGH 06/30/2025**.

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **COURT ORDERED JUVENILE SEX OFFENDER TREATMENT SERVICES** to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:
 - a. **Description of services.**
 - b. **Exposition of staffing**, including job description and professional qualifications of personnel.
 - c. **Organizational chart** with names and positions.
 - d. **Line item budget.**
 - e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
 - f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
 - g. **Operating license** (photocopy, when applicable).
2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.
3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **Itasca County Probation, 115 NE 5th Street, Grand Rapids, MN 55744**.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 - b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14d. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.
2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.
6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov>.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

J. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or

any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.
4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.
6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

Court Ordered Juvenile Sex Offender Treatment Services for the period 07/01/23 – 06/30/25. CORE Professionals Services PA will provide Court Ordered Juvenile Sex Offender Treatment, which includes the following: Weekly Treatment; Healthy Relationships Education; Individual Therapy & Aftercare; Family Therapy; Psycho-Sexual Assessments; and Progress & Discharge Summaries. CORE Professional Services PA shall not be entitled to any additional compensation for testimony required for court hearings.

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.00

TOTAL: Not to Exceed \$78,500.00 County Dollars annually.

Clients will be assessed a fee which will be collected by Itasca County Probation Department. The fees collected will be used to offset the \$78,500.00 County Dollars spent.

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.
 - a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.

- b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.
- c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
- d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
 - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

- 1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
- 2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.
- 3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

- 1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

- 1. The Contractor Shall:
 - a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
 - (1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services

provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.

- (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.
 - b. Provide the Agency with information about fees collected and the fee source.
 - c. Maintain all records pertaining to the Agreement at **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401** for four (4) years for audit purposes.
 - d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
 - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.
- F. Bonding, Indemnity, Insurance, and Audit Clause:
1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.
 2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.
 - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial 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. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum

requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3090

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

County Geologic Atlas Agreement

BOARD ACTION REQUESTED:

Approve a Letter of Agreement between Itasca County and the University of Minnesota to start the County Geologic Atlas process and authorize County Board Chair to sign said letter.

BACKGROUND:

Itasca County is one of 15 Minnesota Counties that does not have a geologic atlas. This survey identifies ground water elevations and deep soils data. In other words, it's like the soil survey we have in place, but includes soils deeper than 6 feet below the surface, and also includes ground water location. This is a valuable land management tool. The total process to completion is about 7 years, and is largely funded and completed by the Mn DNR Mn and the Minnesota Geological Survey (MGS) departments. The County commitment is establishing better location data for wells with inadequate data, and then assisting the DNR and MGS in holding educational sessions for land managers and the public to explain the data and how to use it; Itasca SWCD staff would perform this. There are approximately 20,000 recorded wells in Itasca County, and 7,000 with inadequate location data. The Itasca SWCD has secured a Minnesota Department of Health grant to fund an intern to perform this well location work this summer. From there, the MGS and DNR perform all duties and cover all costs, until completion in approximately 6 years. There is not a financial commitment necessary from the County. One of the first steps in establishing adequate well location data, is determining how many wells are on Leech Lake Band of Ojibwe lands, and if the band would like us to include those wells and land areas in the atlas. MGS will assist in this, but needs approval by the County Board first, to start the atlas process; commitment now will also get Itasca County on the schedule for MGS to start the geology survey work the 2024 field season.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. CGA_agreement_Itasca
2. Mn_CGA_status_map

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

UNIVERSITY OF MINNESOTA

Twin Cities Campus

Minnesota Geological Survey

2609 Territorial Road
Saint Paul, MN 55114-1009
612-626-5119
Website: www.geo.umn.edu/mgs
Email: mgs@umn.edu

April 17, 2023

Itasca County Board of Commissioners
Burl Ives, Chair
Itasca County Courthouse
123 NE 4th St
Grand Rapids, MN 55744

Dear Commissioners,

This letter describes our expectations for creating a geologic atlas of Itasca County. The atlas will provide objective information useful to understanding and managing the natural resources of your county. Although this arrangement does not involve any transfer of funds between Itasca County and the Minnesota Geological Survey (MGS), it will require both parties to expend resources and effort, and both must successfully complete certain tasks to attain the goals of the project.

I wish to be clear that all MGS participation is dependent on funding from the Legislative and Citizen's Commission on Minnesota Resources (LCCMR), or other State sources. If that funding is not provided, or is not sufficient, the project will not be completed. Such funding is anticipated at this time.

Your office, other offices of Itasca County, or other local parties, will establish accurate locations for water wells for which construction records are available. Staff of the Minnesota Geological Survey will review the locations to ensure they meet standards, and MGS will conduct quality checks to assure the accuracy of the locations.

The MGS will provide comprehensive geologic mapping and associated databases for Itasca County. This will likely include maps of the bedrock geology, bedrock topography, surficial geology, thickness of the glacial materials, and also illustrations or other means to describe the glacial materials between the land surface and the bedrock surface. The completeness and resolution of these maps and databases are dependent on the distribution of data, mostly from the water well records. MGS will deliver these products as printed plates, as portable document files (pdfs), and as geographic information system files.

The County Geologic Atlas Program has been continuously funded for over 40 years, and we have no reason to expect a disruption. However, the delivery date for products is funding dependent. We are generally able to deliver our products in about 4 years from the date when

MGS begins work in the county. While locating can start immediately, MGS work will not likely begin before the summer of 2024.

A complete atlas is made up of two parts – geology (prepared by MGS) plus groundwater (prepared by DNR). Following the completion of the geologic mapping by MGS, the Minnesota Department of Natural Resources will begin work on the groundwater portion of the atlas. The groundwater atlas provides detailed information specifically about groundwater resources of the county including availability, pollution sensitivity, recharge areas, chemistry, surface water and groundwater connections and groundwater flow pathways. The groundwater atlas is another long-standing aspect of the program, but MGS cannot guarantee funding or participation by DNR at this point. DNR will be in contact as the project progresses.

After the successful conclusion of each part of the CGA, with support from the MGS and DNR, the county will host workshops to summarize and explain the results of the atlases and provide examples of how to use them.

I believe that this project will provide information essential to managing the water and mineral resources of Itasca County, to the benefit of its citizens. I appreciate your willingness to share this work with us. Please indicate your agreement with the expectations above by signature, and return one copy to me. Thank you for your support of this project.

Sincerely,



Barbara A. Lusardi
Geologist, Associate Director

Board Chairman
Itasca County

cc: Paul Putzier, DNR Supervisor, County Groundwater Atlas

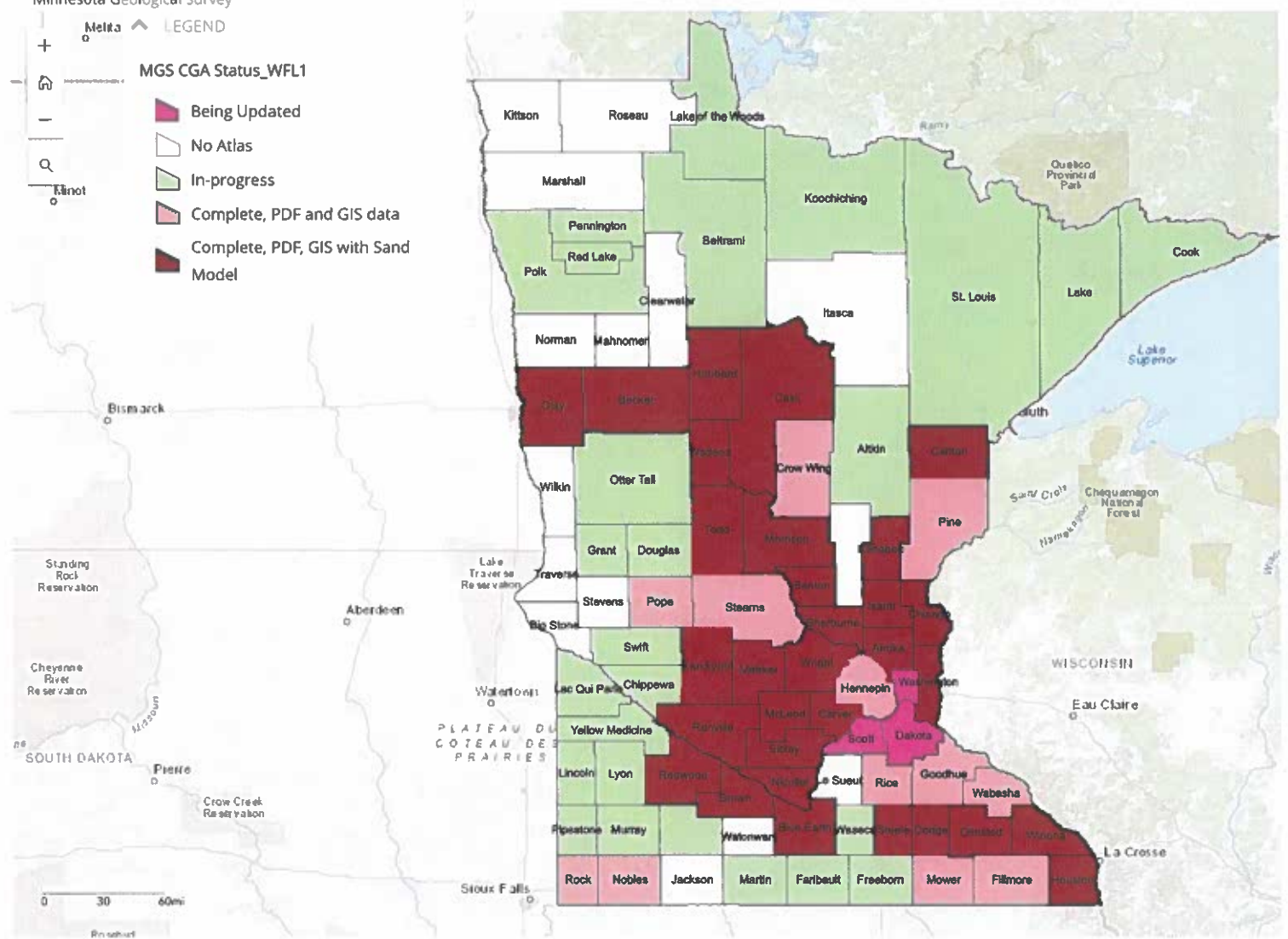
County Geological Atlas Status Map

Minnesota Geological Survey

+ MMS  LEGEND

MGS CGA Status_WFL1

-  Being Updated
-  No Atlas
-  In-progress
-  Complete, PDF and GIS data
-  Complete, PDF, GIS with Sand Model





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3032

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 69302 - Final Payment 2022 Bituminous Projects

BOARD ACTION REQUESTED:
Approve final payment for Contract 69302 - 2022 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:
Hawkinson Construction has completed the contract and it is recommended that final payment be processed.
Contract 69302 included bituminous projects on CSAH, 93, CSAH 94, CSAH 97 and County Road 449.

Bid Amount \$1,799,977.72
Final Amount \$1,817,925.52

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. FINAL DOCUMENTS

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

Project No.: SAP 031-693-002, SAP 031-694-001
SAP 031-697-001 & CP 2022-02

County of Itasca

Contract No.: 69302

The County Board of Itasca County hereby recognizes that the work done by Hawkinson Construction, Inc. of Grand Rapids, MN, under contract with Itasca County, made and entered into on April 12, 2022, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2023

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-693-002, SAP 031-694-001, SAP 031-697-001 & CP 2022-02

Name of Contractor: Hawkinson Construction, Inc.

Contract No.: 69302

Total Value of Work: \$ 1,817,925.52

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

5-2-23
Date

Karin Grandia
County Highway Engineer
Karin Grandia

Contract Number: Contract
69302
Pay Request Number: 3

Project Number	Project Description
031-693-002	CSAH 93 BITUMINOUS OVERLAY AND AGGREGATE SHOULDERING

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 02/01/2023
---	---

Contract Amount		Funds Encumbered	
Original Contract	\$110,349.04	Original	\$110,349.04
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$110,349.04	Total	\$110,349.04

Work Certified To Date	
Base Bid Items	\$119,184.82
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$119,184.82

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$119,184.82	\$0.00	\$113,225.58	\$5,959.24	\$119,184.82
Percent: Retained: 0%			Percent Complete: 108.01%		

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

Approved By

County/City/Project Engineer

Date

Approved By Hawkinson Construction Co., Inc.

Contractor

Date

5/1/2023

4-24-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-08-01	\$117,048.73	\$5,852.44	\$111,196.29
2	2022-09-06	\$2,136.09	\$106.80	\$2,029.29
3	2023-02-01	\$0.00	(\$5,959.24)	\$5,959.24

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CSAH	1	\$119,184.82	\$0.00	\$113,225.58	\$5,959.24	\$119,184.82

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
031-693-002	Regular (CSAH)	\$5,959.24	\$110,349.04	\$110,349.04	\$119,184.82

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/0010	MOBILIZATION	LS	\$7,000.00	1	0	\$0.00	1	\$7,000.00
Base Bid	2	2118.509/0010	AGGREGATE SURFACING CLASS 1	TON	\$24.00	590	0	\$0.00	444.23	\$10,661.52
Base Bid	3	2231.509/0010	BITUMINOUS PATCHING MIXTURE	TON	\$71.25	178	0	\$0.00	379.37	\$27,030.11
Base Bid	4	2232.504/0040	MILL BITUMINOUS SURFACE (1.5")	S Y	\$36.20	40	0	\$0.00	0	\$0.00
Base Bid	5	2360.509/12200	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$59.40	1160	0	\$0.00	1151.77	\$68,415.14
Base Bid	6	2540.602/00150	MAIL BOX SUPPORT	EACH	\$125.00	3	0	\$0.00	2	\$250.00
Base Bid	7	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	\$50.00	11	0	\$0.00	11	\$550.00
Base Bid	8	2563.601/0010	TRAFFIC CONTROL	LS	\$2,300.00	1	0	\$0.00	1	\$2,300.00
Base Bid	9	2580.503/0010	INTERIM PAVEMENT MARKING	L F	\$0.18	9122	0	\$0.00	9122	\$1,641.96
Base Bid	10	2582.503/104104	4" SOLID LINE PAINT	L F	\$0.07	9272	0	\$0.00	9561	\$669.27
Base Bid	11	2582.503/104404	4" DOUBLE SOLID LINE PAINT	L F	\$0.14	4561	0	\$0.00	4763	\$666.82
Base Bid Totals:								\$0.00		\$119,184.82

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
031-693-002	PARTICIPATING	\$0.00	\$119,184.82

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$119,184.82
----------------	--	--	--	--------------

Contract Number: Contract
69302
Pay Request Number: 3

Project Number	Project Description
SAP 031-694-001	CSAH 94 PAVEMENT REHABILITATION

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 03/20/2023
---	---

Contract Amount

Original Contract	\$550,653.81
Contract Changes	\$17,892.16
Revised Contract	\$568,545.97

Funds Encumbered

Original	\$550,653.81
Additional	N/A
Total	\$550,653.81

Work Certified To Date

Base Bid Items	\$543,646.62
Contract Changes	\$17,892.16
Material On Hand	\$0.00
Total	\$561,538.78

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$8,398.36	\$561,538.78	\$0.00	\$525,483.40	\$36,055.38	\$561,538.78
Percent Retained: 0%			Percent Complete: 98.77%		

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

Approved By

County/City/Project Engineer

Date

5/1/2023

Approved By Hawkinson Construction Co., Inc.

Contractor

Date

4-24-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-08-01	\$252,713.23	\$12,635.66	\$240,077.57
2	2022-09-06	\$300,427.19	\$15,021.36	\$285,405.83
3	2023-03-20	\$8,398.36	(\$27,657.02)	\$36,055.38

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CSAH	1	\$561,538.78	\$0.00	\$525,483.40	\$36,055.38	\$561,538.78

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
CSAH	Regular (CSAH)	\$36,055.38	\$568,545.97	\$550,653.81	\$561,538.78

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/0010	MOBILIZATION	LS	\$11,300.00	1	0	\$0.00	1	\$11,300.00
Base Bid	2	2104.503/00205	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$2.27	240	0	\$0.00	248.5	\$564.10
Base Bid	3	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$1.72	25023	1689.7	\$2,906.28	25306	\$43,526.32
Base Bid	4	2211.509/00070	AGGREGATE BASE CLASS 5	TON	\$10.30	665	0	\$0.00	1162.17	\$11,970.35
Base Bid	5	2112.519/00010	SUBGRADE PREPARATION	RDST	\$74.60	87.5	0	\$0.00	87.5	\$6,527.50
Base Bid	6	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	\$25.25	481	0	\$0.00	1322.29	\$33,387.82
Base Bid	7	2215.504/00020	STABILIZED FULL DEPTH RECLAMATION	S Y	\$2.95	25023	0	\$0.00	26588.9	\$78,437.26
Base Bid	8	2360.509/12300	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$55.70	2685	0	\$0.00	2590	\$144,263.00
Base Bid	9	2360.509/32205	TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,B)	TON	\$52.95	4438	0	\$0.00	3817.42	\$202,132.39
Base Bid	10	2540.602/00150	MAIL BOX SUPPORT	EACH	\$125.00	41	27	\$3,375.00	45	\$5,625.00
Base Bid	11	2563.601/00010	TRAFFIC CONTROL	LS	\$2,300.00	1	0	\$0.00	1	\$2,300.00
Base Bid	12	2580.503/00010	INTERIM PAVEMENT MARKING	L F	\$0.18	12931	0	\$0.00	8310	\$1,495.80
Base Bid	13	2582.503/10104	4" SOLID LINE PAINT	L F	\$0.07	19602	20056	\$1,403.92	20056	\$1,403.92

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2582.503/104 204	4" BROKEN LINE PAINT	L F	\$0.07	741	820	\$57.40	820	\$57.40
Base Bid	15	2582.503/104 404	4" DOUBLE SOLID LINE PAINT	L F	\$0.14	5044	4684	\$655.76	4684	\$655.76
Base Bid Totals:								\$8,398.36		\$543,646.62

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 031-694-001	PARTICIPATING	\$8,398.36	\$543,646.62

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-694-001	CO1	16	2105.607 SUBGRADE EXCAVATION (C Y)	\$32.71	418	\$13,672.78	ITM	\$0.00	\$0.00	418	\$13,672.78
SAP 031-694-001	CO1	17	2501.503 15" CAS PIPE CULVERT (L F)	\$127.86	33	\$4,219.38	ITM	\$0.00	\$0.00	33	\$4,219.38
Contract Change Totals:									\$0.00		\$17,892.16

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Change Order to remove and replace unsuitable soils in roadway at stations 55+14 - 57+34, 58+40 - 61+40, 71+00 - 73+20 and 80+60 - 82+10 prior to bituminous paving and remove and replace 15"x33' culvert. Change order includes labor, equipment and materials required to complete the work.	09/02/2022	\$17,892.16

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$561,538.78
----------------	--	--	--	--------------

Contract Number: Contract
69302
Pay Request Number: 3

Project Number	Project Description
SAP 031-697-001	CSAH 97 BITUMINOUS REHABILITATION

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 03/20/2023
---	---

Contract Amount

Original Contract	\$323,524.16
Contract Changes	\$20,868.98
Revised Contract	\$344,393.14

Funds Encumbered

Original	\$323,524.16
Additional	N/A
Total	\$323,524.16

Work Certified To Date

Base Bid Items	\$329,012.79
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$329,012.79

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$6,644.08	\$329,012.79	\$0.00	\$306,250.27	\$22,762.52	\$329,012.79
Percent: Retained: 0%			Percent Complete: 95.53%		

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

Approved By

County/City/Project Engineer

Date

5/1/2023

Approved By Hawkinson Construction Co., Inc.

Contractor

Date

4-24-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-08-01	\$318,749.20	\$15,937.46	\$302,811.74
2	2022-09-06	\$3,619.51	\$180.98	\$3,438.53
3	2023-03-20	\$6,644.08	(\$16,118.44)	\$22,762.52

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CSAH	1	\$329,012.79	\$0.00	\$306,250.27	\$22,762.52	\$329,012.79

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
CSAH	Regular (CSAH)	\$22,762.52	\$344,393.14	\$323,524.16	\$329,012.79

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/0010	MOBILIZATION	LS	\$11,300.00	1	0	\$0.00	1	\$11,300.00
Base Bid	2	2104.503/00205	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$2.27	123	0	\$0.00	96	\$217.92
Base Bid	3	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$1.93	14730	596.7	\$1,151.63	14730	\$28,428.90
Base Bid	4	2211.509/00070	AGGREGATE BASE CLASS 5	TON	\$11.25	1434	0	\$0.00	1120	\$12,600.00
Base Bid	5	2112.519/00010	SUBGRADE PREPARATION	RDST	\$99.95	53	0	\$0.00	53	\$5,297.35
Base Bid	6	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	\$23.50	541	0	\$0.00	612.55	\$14,394.93
Base Bid	7	2215.504/00020	STABILIZED FULL DEPTH RECLAMATION	S Y	\$3.39	14730	0	\$0.00	15311	\$51,904.29
Base Bid	8	2360.509/12300	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	\$59.50	1264	92.31	\$5,492.45	1353.55	\$80,536.23
Base Bid	9	2360.509/32205	TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,B)	TON	\$55.50	2116	0	\$0.00	2118.12	\$117,555.66
Base Bid	10	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	\$50.00	18	0	\$0.00	18	\$900.00
Base Bid	11	2563.601/00010	TRAFFIC CONTROL	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
Base Bid	12	2580.503/00010	INTERIM PAVEMENT MARKING	L F	\$0.18	10600	0	\$0.00	10600	\$1,908.00
Base Bid	13	2582.503/10104	4" SOLID LINE PAINT	L F	\$0.07	10600	0	\$0.00	10457	\$731.99

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2582.503/10404	4" DOUBLE SOLID LINE PAINT	L F	\$0.14	5300	0	\$0.00	5268	\$737.52
Base Bid Totals:								\$6,644.08		\$329,012.79

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 031-697-001	PARTICIPATING	\$6,644.08	\$329,012.79

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-697-001	CO1	16	2105.607 SUBGRADE EXCAVATION (C Y)	\$32.71	638	\$20,868.98	ITM	\$0.00	\$0.00	0	\$0.00
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Remove and replace unsuitable soils in subgrade prior to bituminous paving.	09/02/2022	\$20,868.98

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$329,012.79
-----------------------	---------------------

Contract Number: Contract
69302
Pay Request Number: 3

Project Number	Project Description
2022-02	CR 449, CSAH 17 TO CR 458 BITUMINOUS OVERLAY

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 04/12/2023
---	---

Contract Amount

Original Contract	\$815,450.71
Contract Changes	\$0.00
Revised Contract	\$815,450.71

Funds Encumbered

Original	\$815,450.71
Additional	N/A
Total	\$815,450.71

Work Certified To Date

Base Bid Items	\$808,189.13
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$808,189.13

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$6,216.99	\$808,189.13	\$0.00	\$761,873.53	\$46,315.60	\$808,189.13
Percent Retained: 0%			Percent Complete: 99.11%		

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

Approved By

County/City/Project Engineer

Date

5/1/2023

Approved By Hawkinson Construction Co., Inc.

Contractor

Date

4-24-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-08-01	\$744,943.67	\$37,247.18	\$707,696.49
2	2023-02-03	\$57,028.47	\$2,851.43	\$54,177.04
3	2023-04-12	\$6,216.99	(\$40,098.61)	\$46,315.60

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
County Preservation	1	\$808,189.13	\$0.00	\$761,873.53	\$46,315.60	\$808,189.13

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
2022-02	County Highway Preservation	\$46,315.60	\$815,450.71	\$815,450.71	\$808,189.13

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/00010	MOBILIZATION	LS	\$17,800.00	1	0	\$0.00	1	\$17,800.00
Base Bid	2	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	\$23.24	1908	0	\$0.00	2405.98	\$55,914.98
Base Bid	3	2231.509/00010	BITUMINOUS PATCHING MIXTURE	TON	\$67.73	1528	0	\$0.00	1224.2	\$82,915.07
Base Bid	4	2232.504/00040	MILL BITUMINOUS SURFACE (1.5")	S Y	\$0.85	46620	0	\$0.00	42297.4	\$35,952.79
Base Bid	5	2360.509/12200	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$59.82	9110	0	\$0.00	9032.61	\$540,330.73
Base Bid	6	2540.602/00150	MAIL BOX SUPPORT	EACH	\$125.00	11	0	\$0.00	11	\$1,375.00
Base Bid	7	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	\$50.00	51	0	\$0.00	51	\$2,550.00
Base Bid	8	2563.601/00010	TRAFFIC CONTROL	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
Base Bid	9	2580.503/00010	INTERIM PAVEMENT MARKING	L F	\$0.18	31923	0	\$0.00	52945	\$9,530.10
Base Bid	10	2582.503/104104	4" SOLID LINE PAINT	L F	\$0.07	30174	-30255	(\$2,117.85)	0	\$0.00
Base Bid	11	2582.503/10404	4" DOUBLE SOLID LINE PAINT	L F	\$0.14	22642	4098	\$573.72	26294	\$3,681.16
Base Bid	12	2582.503/104204	4" BROKEN LINE PAINT	L F	\$0.07	1749	0	\$0.00	1990	\$139.30
Base Bid	13	2582.503/40106	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	L F	\$0.74	64398	10488	\$7,761.12	75000	\$55,500.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid Totals:								\$6,216.99		\$808,189.13

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
2022-02	PARTICIPATING	\$6,216.99	\$808,189.13

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$808,189.13
----------------	--	--	--	--------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2890

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

2023 Pavement Markings

BOARD ACTION REQUESTED:

Award County Project 2023-07 for 2023 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$284,260.00 and authorize the necessary signatures to execute the contract documents.

BACKGROUND:

Bids were opened for the 2023 Pavement Marking Services on April 25, 2023. One bid was received.

Sir Lines-A-Lot, LLC \$284,128.00

Sir Lines-A-Lot purchased AAA Striping in 2022 and Traffic Marking Service in 2023. Both of those companies have previously bid on the annual Pavement Marking projects. However, now Sir Lines-A-Lot is the only local striping contractor.

In order to keep in line with the 2023 budget of \$180,000, it is recommended to reduce the gallons of paint from 6200 gal to 3950 gal of white & from 4300 gal to 2950 gal of yellow. Sir Lines A Lot agreed to keep their unit pricing for a project total of \$186,700.00. This would divide the County into 3 zones for latex paint and roads would be painted every 3 years instead of the 2 year rotation that had been the previous practice.

We will explore combining with other counties in the area to increase bid footage for 2024 to see if out of state contractors would be willing to bid on the project.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3076

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Executive ATV Permit Committee

BOARD ACTION REQUESTED:

Appoint Commissioners Cory Smith and Terry Snyder to the Executive ATV Permit Committee for terms expiring December 31, 2023.

BACKGROUND:

The purpose of the Executive ATV Committee is to review Corridor Access Trail Applications submitted by established ATV clubs. Corridor Access Trails allow clubs to connect segments of established and signed ATV trails and apply for grant in aid funds to maintain those trails.

Since 2017, only one Corridor Access Trail application has been submitted and reviewed.

The Executive ATV Committee means a committee that is composed of the Itasca County Engineer (or their designee), the Itasca County Land Commissioner (or their designee), the Itasca County Sheriff (or their designee) and two members of the Itasca County Board of Commissioners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to recommend the appointments of Commissioners Smith and Snyder.

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3072

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of a 3-phase overhead electric line over and across tax-forfeited trust lands in Section 31, Township 54, Range 22 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of an overhead electric line to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement 31-54-22

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for 3-phase Overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 2023, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 50 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 50 foot wide right-of-way easement for utility purposes lies over, under and across Government Lot 1, Section 31, Township 54 North, Range 22 West, of the Fourth Principal Meridian, Itasca County, Minnesota, more particularly described as follows:

A right-of-way easement for utility purposes over, under and across a strip of land, 50.00 feet in width, located in Government Lot 1, Section 31, Township 54 North, Range 22 West of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline of which is described as follows: Commencing at the northwest corner of said Government Lot 1 and assuming the north line of Government Lot 1 to bear North 89 degrees 19 minutes 57 seconds East from said corner; thence South 1 degree 22 minutes 06 seconds East along the west line of Government Lot 1, a distance of 37.00 feet to the point of beginning of the centerline to be described; thence North 89 degrees 09 minutes 00 seconds East a distance of 1345.21 feet to the east line of said Government Lot 1 and said centerline there terminating. SEE ATTACHED SURVEY

DISCLAIMER: Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard.

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the

Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

The Grantee shall pay when due all taxes and assessments levied against the easement granted herein or the improvements thereon.

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.

The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, its use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

- A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.
- B. GRANTEE agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
 - a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
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
	<u>Limits</u>

- | | | |
|----|--|------------------|
| b. | Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles | \$1,500,000 |
| | | |
| c. | Workers' Compensation and Employer's Liability: | Statutory Limits |
| | If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws | |
| | | <u>Limits</u> |
| d. | Employer's Liability | |
| | Bodily injury by: | |
| | Accident - Each Accident | \$500,000 |
| | Disease - Policy Limit | \$500,000 |
| | Disease - Each Employee | \$500,000 |

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

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

GRANTEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

- C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by

reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of GRANTEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

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

- E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.
- F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

The Grantee shall not add lines, pipes or pipelines within this easement description unless the Grantee shall have provided to the Grantor updated facility locations.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 2023.

COUNTY OF ITASCA
STATE OF MINNESOTA

by _____
Itasca County Auditor/Treasurer

State of Minnesota)
) ss
County of Itasca)

On this _____ day of _____, 2023, before me, a notary within and for said County, personally appeared Austin Rohling, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

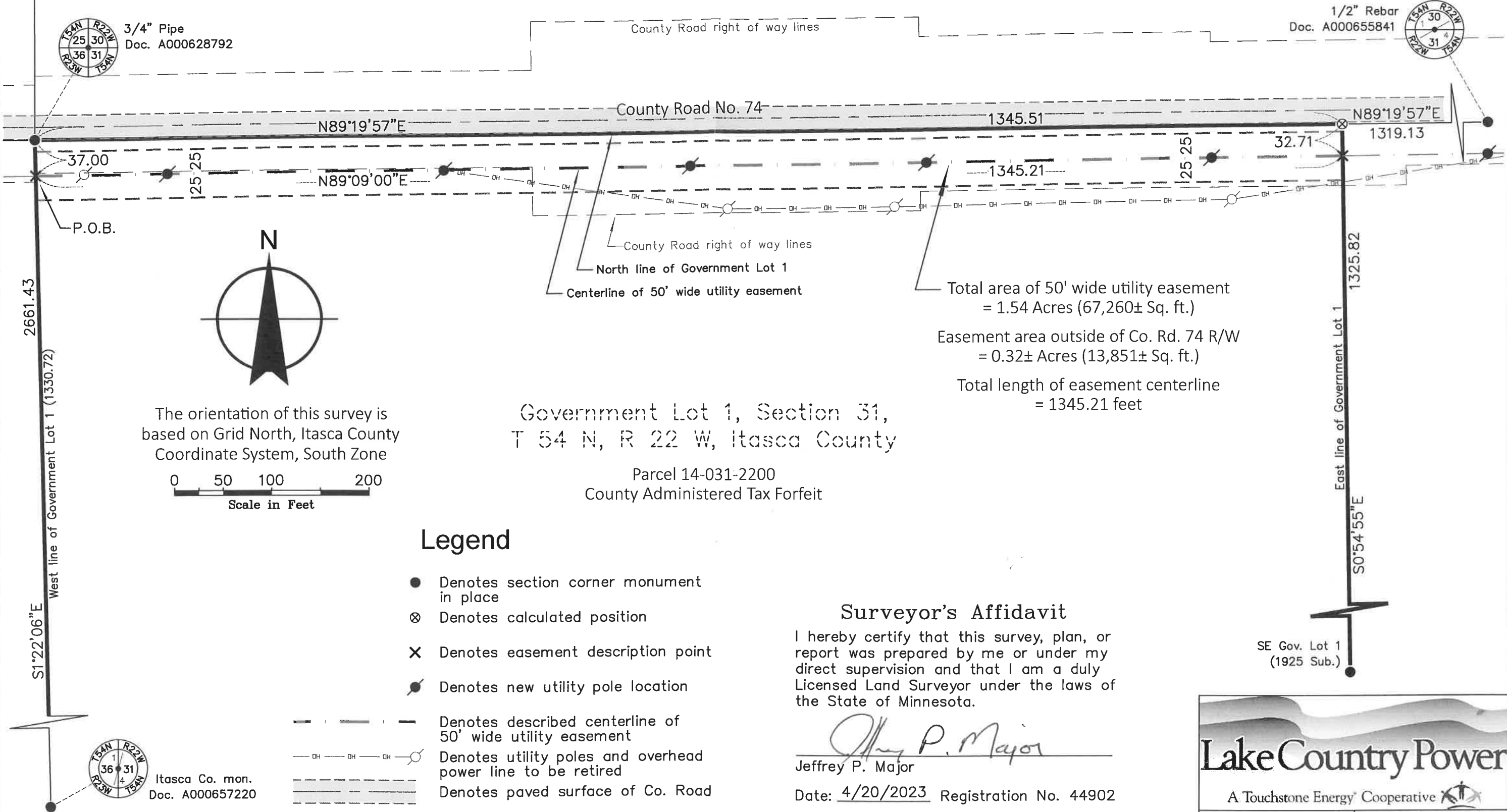
(Notary Seal)

Notary Public

Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land
within Government Lot 1, Section 31,
T 54 N, R 22 W, Itasca County, Minnesota





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3083

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

RFQ Award for Itasca County Firewise Coordinator Service Contract

BOARD ACTION REQUESTED:

Award Request for Qualification for Itasca County Firewise Coordinator 2023, to Moore Outdoor Services, LLC for \$32,020.00, with contract amount contingent upon successful funding through 2023 Firewise grant, and authorized necessary signatures.

BACKGROUND:

Requests for Qualifications were publicly solicited for the Itasca County Firewise Coordinator position and submission of qualifications was due on Wednesday May 10th, 2023. If the 2023 Firewise grant is not successfully awarded, the Firewise program budget will need to be amended, including the Firewise Coordinator contract amount.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Firewise Coordinator Service Contract_2023
2. 2023 Firewise Budget

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

County of Itasca, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **23 day of May 2023**, by and between the **County of Itasca**, herein called the “County,” and John Moore, an individual trading as **Moore Outdoors Services, LLC**, located at **38706 County Road 44, Deer River, MN 56636**, 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 **Wildfire Prevention and Safety (Firewise Program) Consulting 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 **May 23, 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.

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 to be up to **\$31,020.00 for contract services** and up to **\$1,000.00 for mileage expenses** to a total of up to **\$32,020.00** for the current term in the 12-month 2023 calendar year. Contract amount is contingent upon successful funding of Firewise budget through 2023 Firewise grant.

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 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 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

	<u>Limit</u>
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

	<u>Limit</u>
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, non-owned 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

	<u>Limit</u>
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 case-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, 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.

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 _____, 2023.

(Vendor Name)

John Moore
Moore Outdoor Services, LLC.
38706 County Road 44
Deer River, MN 5663

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

SPECIAL CONDITION SUPPLEMENT

2023 Firewise Coordinator

I. VENDOR'S DUTIES.

- A. Itasca County ("COUNTY") is contracting the professional services of Moore Outdoor Services, LLC ("VENDOR") as an independent contractor to perform the following duties for the COUNTY Firewise Program:
1. Work with Itasca County residents, homeowners, and lake associations to coordinate, organize and carry out mitigation activities in moderate to high-risk areas as identified in the county wildfire protection plan.
 2. Provide a detailed reporting of costs and actions involved in the assessment, planning and development of this project, which shall be inspected by the State Firewise Specialist. Provide required grant reimbursement summaries, fulfill all grant reimbursement requirements and submit requested invoices to COUNTY for reimbursement in an accurate and timely manner.
 3. Provide Firewise literature and conduct Firewise educational training for residents within the community. Arrange open houses at surrounding fire departments focusing on Firewise mitigation opportunities.
 4. Plan and coordinate work with the Department of Natural Resources and local fire department personnel to identify wildfire hazards and implement strategies and projects that will reduce wildfire risk.
 5. Conduct fire prevention presentations to interested organizations, community groups and others, either identified by the State Firewise Specialist, or requested.
 6. Work with the Department of Natural Resources to assist communities interested in becoming a recognized Firewise Community.
 7. Assist in updating and maintaining CWPP; and organizing CWPP Coordinating Committee and meetings.
 8. Provide monthly and annual reports on status updates and progress meeting Firewise position goals.
- B. The VENDOR will assist with the COUNTY Firewise 2023 Education Goals, targeting Youth Ages, Schools/ School Bus Drivers, EMS/Fire Departments, EMS/Sheriff Department and Adult Ages.
- C. The VENDOR and any subcontractors agree to all provisions of the COUNTY Firewise grant agreement with the State of Minnesota.
- D. VENDOR agrees to complete and submit required Firewise grant invoices and reports for reimbursement within the grant timeline and to reconcile all program invoices between those submitted to Firewise grant and those submitted to the COUNTY.
- E. The VENDOR agrees to complete the Firewise program in accordance with the approved Firewise grant budget to the extent practicable and within the program period specified in the Firewise grant agreement.

- F. The VENDOR shall be responsible for the supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- G. All services provided by the VENDOR under this grant agreement must be performed to the COUNTY's satisfaction, as determined at the discretion of the COUNTY and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- H. The VENDOR must comply with all the time requirements described in the Firewise grant agreement.
- I. Throughout the term of this agreement, the VENDOR shall monitor and report any actual, potential, or perceived conflicts of interest in the Firewise program to the COUNTY.

II. PAYMENTS.

- A. The COUNTY shall disburse funds to the VENDOR pursuant to this agreement on a reimbursement basis. The VENDOR shall submit invoices with expenditure documentation required by the COUNTY. Any and all compensation shall be subject to the availability of grant funding. Service Contract amount is contingent upon successful funding through 2023 Firewise grant.
- B. VENDOR agrees to submit biweekly invoices to the COUNTY with associated professional service charges and documentation at a pay rate of \$33.00/hour.
- C. VENDOR agrees to submit biweekly invoices to the COUNTY for associated mileage charges and documentation at current IRS rate.
- D. VENDOR understands that funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified in this service agreement and the Firewise grant agreement.
- E. If necessary, advance payment on required services shall be negotiated between the COUNTY and VENDOR on a case by case basis. In order to make advance payments, the VENDOR must prepare and submit a written justification to the COUNTY for approval that details the specific need to utilize advance payment.
- F. The VENDOR agrees to comply with all federal requirements imposed on the Firewise grant funds.
- G. The VENDOR will not receive payment for work found by the COUNTY to be unsatisfactory or performed in violation of federal, state, or local law.

III. SUBCONTRACTORS, CONTRACTS, BIDDING AND AUDITS.

- A. VENDOR must follow all applicable Subcontractors, Contracts and Bidding requirements outlined in the Firewise grant agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.
- B. VENDOR agrees to provide all temporary laborers for Firewise project related activities.
- C. VENDOR agrees to ensure and verify that all Firewise program service providers and subcontractors meet all applicable minimum COUNTY insurance and indemnification requirements.
- D. The VENDOR's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the COUNTY, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the Firewise grant agreement.

IV. DATA PRACTICES AND INTELLECTUAL PROPERTY.

- A. The VENDOR must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State or COUNTY under the Firewise grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the VENDOR under the Firewise grant agreement.
- B. The VENDOR must immediately notify the COUNTY if the VENDOR receives a request to release the data referred to in this clause.
- C. VENDOR understands that the State of Minnesota owns any intellectual property developed with funds under the Firewise grant agreement.

V. MONITORING.

- A. The COUNTY shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this agreement.

VI. INVASIVE SPECIES AND POLLINATORS.

- A. VENDOR is required to take active steps in preventing or limiting the introduction, establishment, and spread of invasive species during contracted Firewise work.
- B. VENDOR agrees to ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season in all Firewise activities, practices and guidelines.

VII. WHISTLEBLOWER RIGHTS.

- A. The VENDOR and any subcontractors working under the Firewise grant agreement will be subject to all applicable whistleblower rights and remedies.

Proposed 2023 Firewise Budget				
Itasca County Firewise Program				
COORDINATOR	Hours	Hourly \$	Total \$	Comments
Firewise Coordinator	940	\$33.00	\$31,020.00	
Mileage			\$1,000.00	
TOTAL ASSESSMENT & PLANNING			\$32,020.00	
MITIGATION	Hours	Hourly \$	Total \$	Comments
Rental or Vendor Sub-contract, 40 hours/week for 8 weeks	256	\$170.00	\$43,520.00	
TOTAL MITIGATION			\$43,520.00	
EQUIPMENT			Total \$	Comments
ASV, Truck & Trailer Rental or Vendor Sub-contract	(9 weeks)		\$16,000.00	
TOTAL EQUIPMENT			\$16,000.00	
EDUCATION			Total \$	Comments
Schools - Fire Prevention Week,				
Firewise Community & Homeowner Meetings			\$5,000.00	
TOTAL EDUCATION			\$5,000.00	
Total Budget:			96,540.00	

Proposed Funding Sources	
<u>DNR Firewise Grant</u>	
Coordinator	\$14,925.51
Mitigation	\$18,600.00
Fuel	\$500.00
Equip. Rental	\$9,395.00
Education	\$5,000.00
Total Grant \$	\$48,420.51
<u>Itasca County ETF</u>	
Coordinator	\$8,528.00
Mileage	\$1,000.00
Fuel	\$2,000.00
Mitigation	\$4,000.00
Equipment Rental	\$4,105.00
Total Co. ETF \$	\$19,633.00
<u>County Title III (USFS) Funds</u>	
Coordinator	\$7,566.49
Mitigation	\$20,920.00
Total Co. Title III \$	\$28,486.49
Total 2023 Budget \$	\$96,540.00

<u>Firewise Grant Budget</u>	
Grant & County	\$68,053.51
In-kind	\$100,146.00
2023 Grant Budget	\$168,199.51



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3086

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Driftskippers Snowmobile Club Trail Improvement Grant Resolution

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Driftskippers Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

BACKGROUND:

The Driftskippers Snowmobile Club is looking to apply for Trail Improvement dollars to assist in the major trail reroute from Pokegama lake, west of Woodtick and Wendigo area, north to the City of Grand Rapids. This connection has been a long-identified priority project by developing a long term solution to keep our main trail access into Grand Rapids. The Trail Improvement grant application is due at the end of May.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/16/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

RESOLUTION 2023-27

RE: DRIFTSKIPERS SNOWMOBILE CLUB TRAIL IMPROVEMENT GRANT APPLICATION

WHEREAS, Itasca County, as sponsor, recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Snowmobile Trail Improvement Program, and

WHEREAS, the Driftskipper Snowmobile Club is working to seek funding for a major re-route project on the Driftskipper Snowmobile Trail, and

WHEREAS, the Snowmobile Trail Improvement Program is available to fund seventy-five (75) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Driftskipper Snowmobile Club recognizes the twenty-five (25) match requirements for the Trail Improvement grant program, and that they will secure matching funds.

NOW THEREFORE BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, that Itasca County will accept the sponsorship role for this project involving State FY 23 funding, and

BE IT FURTHER RESOLVED, the Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant).

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

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 23rd day of May 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 23rd day of May A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2785

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:

1. Citizen Input

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3098

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Loren Solberg

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

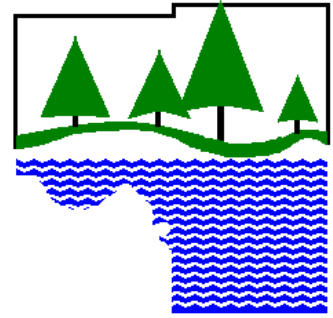
SUPPORTING DOCUMENTATION:

1. 2023 Legislative Priorities FINAL

RESULT:	PULLED FROM AGENDA
----------------	---------------------------

ITASCA COUNTY

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



Itasca County 2023 Legislative Priorities

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

Equal Opportunity Employer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3096

DEPARTMENT: Human Resources

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Congratulations to Becky Sutherland who accepted a job change from Legal Secretary, Probation Department to Human Resources Assistant, HR Department effective April 30, 2023.
- Welcome to new employee Nicholas O'Toole, Deputy Sheriff/Road Deputy with the Itasca County Sheriff's Office, effective May 1, 2023.
- Farewell to Brian Benes whose last day as an Engineering Technician III, Transportation Department will be June 9, 2023, after 32+ years of service.
- Welcome new employee Mary Beth Johnson, Legal Secretary in the Attorney Department effective May 15, 2023.
- Welcome new employee Foster Thompson, Safety Specialist in the Auditor/Treasurer Department effective May 15, 2023.
- Welcome new employee Lilly Gould, Social Worker, Family Services Division of Health & Human Services Department effective May 15, 2023.
- Congratulations to Jeff Bryngelson who accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office, effective May 14, 2023.
- Congratulations to Jake Olson who accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office, effective May 14, 2023.

- Congratulations to Jesse Lehner who accepted a job change from District Forester to Staff Forester, Land Department effective May 17, 2023.

COUNTY ATTORNEY REVIEW:

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, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2821

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 May 26, 2023, in the amount of \$2,153,835.23.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2840

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2023, in the amount of \$1,279,823.51.

BACKGROUND:

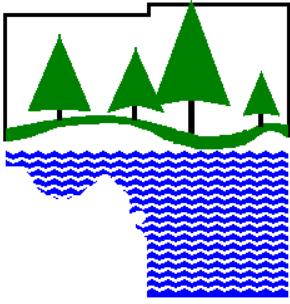
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - May 2023

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

May 2023

Income Maint/Admin Payments	\$ 274,357.13
Social Services - Waivers	\$ 10,749.86
Social Services - Non-Waivers	\$ 406,119.38
Foster Care/Out of Home/FamilySupport	\$ 438,535.58
Relative Custody/Preventive Placement Costs/Incidentals	\$ 36,982.63
Public Health	\$ 44,332.11
Community Health Board	\$ 68,746.82
Total	\$ 1,279,823.51

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

May 2023
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2023	Actual 2022	Actual 2021	Actual 2020	Actual 2019
January	481,711.66	433,150.76	375,450.87	459,792.92	304,901.00
February	553,117.21	348,631.48	276,036.33	591,619.05	395,125.46
March	549,963.91	390,198.68	470,336.10	503,054.15	481,292.60
April	519,051.04	552,814.60	327,746.28	447,083.94	369,984.89
May	438,535.58	487,698.28	435,540.15	533,038.47	431,360.66
June		585,853.92	453,742.31	382,221.73	511,262.03
July		400,212.87	295,647.79	361,553.69	374,861.55
August		484,467.08	406,809.83	324,126.58	553,349.32
September		499,454.00	351,501.34	388,223.65	454,942.93
October		596,946.77	253,884.89	482,584.01	535,920.86
November		361,433.79	424,163.31	397,425.90	420,910.89
December		510,726.16	280,089.95	351,799.88	222,554.78
Total	2,542,379.40	5,651,588.39	4,350,949.15	5,222,523.97	5,056,466.97

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	36	25	69%	9	36%
February	52	26	50%	9	35%
March	64	29	45%	2	7%
April	64	30	47%	9	30%
May	25	13	52%	10	77%
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	241	123	#DIV/0!	39	#DIV/0!
			average		average

May 2023
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 115,602
North Homes	-	\$175 - \$365/day	\$ 74,268
The Bridge Residential Facility	-	\$250/day	\$ 52,500
Snyders/Foundation for Life	-	\$122/day	\$ 18,262
Mille Lacs Academy	-	\$525/day	\$ 15,738
Little Sand Group Home	-	\$240/day	\$ 15,099
Port Group Homes	-	\$269/day	\$ 11,999
Northstar	-	\$128/day	\$ 11,947
Go Forward Group Home	-	\$245/day	\$ 7,459
New Trails Group Home	-	\$242/day	\$ 6,865
Village Ranch	-	\$175 - \$231/day	\$ 6,515
Lutheran Social Services	-	\$148-\$194/day	\$ 6,444
Evergreen Shelter	-		\$ 494
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Crow Wing Community Serv	-	\$295/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
Lighthouse	-	\$128/day	\$ -
MCF - Redwing	-	\$260/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
Northwood	-	\$294-\$331/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Volunteers of America	-		\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 95,342
Total			\$ 438,535

*Individuals : Includes Foster Care & Family Support Programs

May 2023
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	9,743.95	40,591.98	10,147.20	27,260.40	-	20,115.90	107,859.43
Feb	8,114.60	61,092.98	10,485.44	19,327.26	9,354.00	20,786.43	129,160.71
Mar	26,239.62	52,728.50	10,485.44	19,327.26	12,082.25	13,282.34	134,145.41
Apr	15,499.59	27,061.32	9,470.72	12,383.28	14,175.47	26,098.98	104,689.36
May	-	32,391.58	10,485.44	16,959.58	9,697.48	4,734.32	74,268.40
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	59,597.76	213,866.36	51,074.24	95,257.78	45,309.20	85,017.97	550,123.31

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		59,610.41	9,768.00	53,847.00	8,386.46		131,611.87
Feb		54,809.24	12,180.00	48,900.00	13,580.95		129,470.19
Mar		53,268.00	17,980.00	45,600.00	11,128.88		127,976.88
Apr		69,455.83	53,760.00	22,200.00	13,514.76		158,930.59
May		70,375.57	26,396.00	5,700.00	13,130.87		115,602.44
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	307,519.05	120,084.00	176,247.00	59,741.92	-	663,591.97



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2850

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3089

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Updated Mississippi River Grand Rapids 1W1P Policy Committee MOA

BOARD ACTION REQUESTED:

Adopt the updated Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

BACKGROUND:

Three voting members have been added, including the Mille Lacs Band of Ojibwe and the Aitkin County Townships of Salo (McGregor) and Logan (Palisade). Therefore, all eleven boards need to approve the updated agreement.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. UMGR MOA Universal Sign Page

05/16/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

MEMORANDUM OF AGREEMENT

This Agreement (Agreement or MOA) is made and entered into by and among:

The Counties of Aitkin, Carlton, Cass, and Itasca by and through their respective County Board of Commissioners, and The Aitkin, Carlton, Cass, and Itasca, Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, Townships of Salo (McGregor) and Logan in Aitkin County (Palisade) and the Non-Removable Mille Lacs Band of Ojibwe, a federally recognized American Indian Tribal government, by and through its Department of Natural Resources, are collectively referred to as the “Parties” and individually each is a “Party.”

RECITALS

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Non-Removable Mille Lacs Band of Ojibwe (“MLBO”) is a local governmental unit of the State of Minnesota pursuant to Minnesota Statute §471.59, subdivision 1. (a) & (b) and as that definition is incorporated into Minnesota Statute §103B; and the MLBO Department of Natural Resources has the authority to manage its natural resources pursuant to Mille Lacs Band Statute Title 11; and portions of the MLBO Reservation is situated within the Mississippi River-Grand Rapids Watershed area and there are contiguous MLBO lands affected by Watershed flow as depicted on Attachment A; and

WHEREAS, MLBO strives to work cooperatively and collaboratively with other governmental agencies with which it shares an interest in maintaining, managing and protecting natural resources and desires to join in this Agreement with the other Parties. For this purpose and within this Agreement MLBO is also identified or referred to as a “Party” or “Parties,” “County” or “SWCD”; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Grand Rapids Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to protect natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities:

WHEREAS, this Agreement and the developed Mississippi River-Grand Rapids Watershed Management Plan does not replace or supplant local land use, planning/zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner; and

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Grand Rapids Watershed depicted on Attachment A. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as “Mississippi River-Grand Rapids Watershed Collaboration.”
2. **Recitals:** All recitals set forth above are hereby incorporated into this Agreement.
3. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all Parties unless canceled according to the provisions of this Agreement or earlier terminated by law.
4. **Adding Additional Parties:** A qualifying Party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
5. **Withdrawal of Parties:** A Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
6. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a

“cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each Party that this Agreement does not create any liability or exposure of one Party for the acts or omissions of any other Party.

The Parties acknowledge that MLBO is not subject to the protections or provisions of Minnesota Statutes referenced within this subsection a. above but rather MLBO employees may be protected from personal liability under the Federal Torts Claims Act (28 U.S.C. Part VI, Chapter 171 and 28 U.S.C. Section 1346) and indemnification provisions under MLBO statutes.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to Todd County for continued retention.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Extension:** The Parties may extend the termination date of this Agreement upon Agreement by all Parties.
- f. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Steering Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Aitkin, Carlton, Cass, and Itasca, County Boards of Commissioners, Townships of Salo (McGregor) and Logan in Aitkin County (Palisade), MLBO Department of Natural Resources Commissioner, and Aitkin, Carlton, Cass, and Itasca, Soil and Water Conservation District Supervisors.

7. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to a Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.

- ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of Agreement to describe the functions and operations of the committee(s).
 - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.
 - v. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each Party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
8. **Fiscal Agent:** Itasca SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Board of Water Soil Resources).
9. **Grant Administration:** Itasca SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact

for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.

- b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.

10. The following parties agree to provide the following services:

- a. Grant Administration/Fiscal Agent: Itasca SWCD
- b. Policy and Advisory Committee Coordination: Itasca SWCD
- c. Outreach Coordinator: Aitkin SWCD
- d. Public Notice Requirements: Itasca SWCD

In the event of a vacancy of the above listed roles, the Party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee will then reassign the service to another Party with the capacity to fulfil the grant agreement.

11. **Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.

Authorized Representatives: The following persons will be the primary contacts for all matters concerning this Agreement:

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN TESTIMONY WHEREOF the Parties have duly executed this Memorandum of Agreement by their duly authorized officers.

PARTNER: *Name*

APPROVED:

BY: _____

Name

ITS: *Title, Affiliation*

DATE: _____

APPROVED AS TO FORM

BY: _____

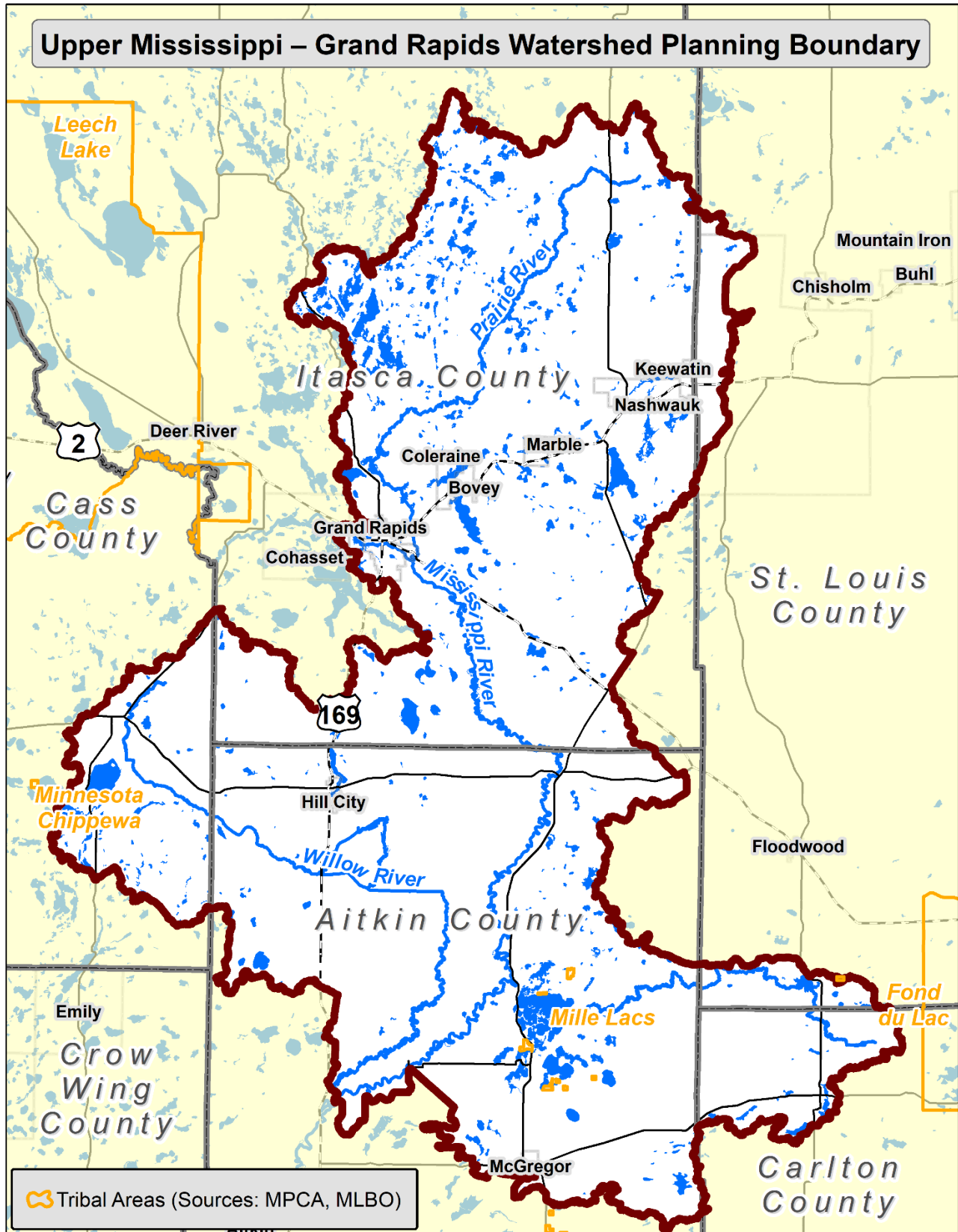
Name

ITS: *Title*

DATE: _____

Attachment A

Mississippi River- Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3097

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Cutting Edge / Tires Storage Building

BOARD ACTION REQUESTED:

Award Cutting Edge / Tire Storage Building to the lowest quote, American Steel Carports, in the amount of \$26,505.00 and authorize the necessary signatures to execute the contract documents.

BACKGROUND:

During the County Commissioner facility tour in 2022 it was brought to their attention the need for an additional storage building for Central Purchasing to store grader / snow plow cutting edges as well as tires. The need is driven by getting the materials out of the snow and ice and into a building so they can be safely loaded out for use. This will also help secure these valuable materials. The board approved Transportation to use the remaining CIP funds from the Swan River Garage. A total of \$53,367.32 of CIP funds remained for this project.

American Steel Carports = \$26,505.00 (includes installation)

Menards = \$22,931.28 *(Materials Only, Does Not Include Installation)

Morton Buildings = \$58,321.00

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3087

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Fairgrounds Campground ARP Funding

BOARD ACTION REQUESTED:

Approve use of ARP funds up to the amount of \$149,446.90 for the fairgrounds campground improvement contract.

BACKGROUND:

On August 10, 2022, the campground project contract was awarded to the lowest responsible bidder, Casper Construction Inc. (RBA-2022-2558). In discussion for approval of the contract, the total project funding secured was \$734,000 and the total construction funding needed for the project was \$883,446.90. The consensus of the County Board during the contract award discussion was to provide the additional funding needed through APR funding but no formal action was taken. This board action fulfills that oversight and provides official board approval to release those funds for the project.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Fairgrounds Campground Cost Update_05_16_23

05/16/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	PULLED FROM AGENDA
----------------	---------------------------

FAIRGROUNDS PARK CAMPGROUND PROJECT

CONSTRUCTION COSTS	
Construction Contract	\$ 842,351.50
Bid Contingency (5%)	\$ 38,995.40
City Connection Charges	\$ 2,100.00
TOTAL- CONSTRUCTION COST	\$ 883,446.90
CURRENT CONSTRUCTION FUNDING SOURCES	\$ 734,000.00
ADDITIONAL FUNDING NEEDED	\$ 149,446.90

CURRENT CONSTRUCTION FUNDING SOURCES	AMOUNT
ITASCA COUNTY 2022 ARP FUNDS	\$ 150,000.00
ITASCA COUNTY 2021 ARP FUNDS	\$ 220,000.00
ITASCA COUNTY LAND DEPT. & PARK SYSTEM	\$ 164,000.00
IRRR DEVELOPMENT INFRASTRUCTURE	\$ 100,000.00
BLANDIN FOUNDATION	\$ 100,000.00
TOTAL CONSTRUCTION FUNDING	\$ 734,000.00

Update: 5/16/2023



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3053

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Chair

AGENDA ITEM:

Department Work Study

BOARD ACTION REQUESTED:

Discuss departmental work study reports.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Remote Access Report

04/25/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 05/23/2023 2:30 PM
----------------	--------------------------------	---------------------------------

Motion To: Appoint Commissioners Johnson and Snyder to serve on a Department Work Study Subcommittee to provide a report back to the County Board in 30 days.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3103

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Jerry Bolin

AGENDA ITEM:

Bowstring Airport Capital Improvement Plan

BOARD ACTION REQUESTED:

Approve the Bowstring Airport Capital Improvement Plan for submission to the State.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bowstring CIP 5.17.2023

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

Bowstring Airport Capital Improvement Plan

Year	Project Name	State	Local	Other	Total
2024 Jun 1, 2023 to May 31, 2024					
1	Acquire Tractor W/Mower Deck & Blower Attachment	\$ 85,000	\$ 15,000	\$ -	\$ 100,000
2	Prepare Airport Layout Plan	\$ 66,500	\$ 3,500	\$ -	\$ 70,000
3	Obstruction Removal	\$ 19,000	\$ 1,000	\$ -	\$ 20,000
4	AD Building Utilities - Internet, Computor, Equipment	\$ 9,500	\$ 500	\$ -	\$ 10,000
5	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
	FISCAL YEAR TOTALS:	\$ 180,000	\$ 35,000	\$ -	\$ 215,000
2025 Jun 1, 2024 to May 31, 2025					
1	SRE Equipment Building	\$ 380,000	\$ 20,000	\$ -	\$ 400,000
2	Hangar Site Prep	\$ 71,250	\$ 3,750	\$ -	\$ 75,000
3	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
	FISCAL YEAR TOTALS:	\$ 451,250	\$ 38,750	\$ -	\$ 490,000
2026 Jun 1, 2025 to May 31, 2026					
1	Runway Light Improvements - (LED Bulbs)	\$ 475,000	\$ 25,000	\$ -	\$ 500,000
2	Tree Removal	\$ 19,000	\$ 1,000	\$ -	\$ 20,000
3	Construct Box Hangar	\$ -	\$ -	\$ 300,000	\$ 300,000
4	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
	FISCAL YEAR TOTALS:	\$ 494,000	\$ 41,000	\$ 300,000	\$ 835,000
2027 Jun 1, 2026 to May 31, 2027					
1	Acquire Plow Truck	\$ 85,000	\$ 15,000	\$ -	\$ 100,000
2	Disc & Level Runway	\$ 95,000	\$ 5,000	\$ -	\$ 100,000
3	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
	FISCAL YEAR TOTALS:	\$ 180,000	\$ 35,000	\$ -	\$ 215,000
2028 Jun 1, 2027 to May 31, 2028					
1	Fuel Truck	\$ 70,000	\$ 30,000		\$ 100,000
2	Fire Station at Airport	\$ -	\$ -	\$ 450,000	\$ 450,000
3	Courtesy Car	\$ -	\$ -	\$ 5,000	\$ 5,000

4	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
FISCAL YEAR TOTALS:		\$ 70,000	\$ 45,000	\$ 455,000	\$ 570,000

2029 Jun 1, 2028 to May 31, 2029

1	Arrival / Departure Building	\$ 475,000	\$ 25,000		\$ 500,000
2	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
FISCAL YEAR TOTALS:		\$ 475,000	\$ 40,000	\$ -	\$ 515,000

2030 Jun 1, 2029 to May 31, 2030

1	AWOS System	\$ 427,500	\$ 22,500		\$ 450,000
2	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
FISCAL YEAR TOTALS:		\$ 427,500	\$ 37,500	\$ -	\$ 465,000

2031 Jun 1, 2030 to May 31, 2031

1	Expand Airside Parking	\$ 47,500	\$ 2,500		\$ 50,000
2	Annual Maintenance & Operations	\$ -	\$ 15,000	\$ -	\$ 15,000
FISCAL YEAR TOTALS:		\$ 47,500	\$ 17,500	\$ -	\$ 65,000



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3104

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
River Road / Airport Road Roundabout Update

BOARD ACTION REQUESTED:
Receive update regarding the River Road / Airport Road Roundabout project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3107

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Letter of Support for Trails Task Force

BOARD ACTION REQUESTED:

Consider sending a Letter of Support for Itasca County Trails Task Force's grant application to the Blandin Foundation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. BF Support Ltr-v3

Motion To: Approve a Letter of Support for Itasca County Trails Task Force's grant application to the Blandin Foundation and authorize signature of the County Board Chair.

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

Date

Name

Co

Address

City

Dear ____:

The Itasca County Trails Task Force (TTF) has identified your organization, business or agency as a major advocate for trails and tourism. We invite you to partner with us in our funding request to the Blandin Foundation to continue to develop, maintain, and promote trails in the Itasca County area. The Blandin Foundation has a new application process this year, and we would like your letter of support to accompany our application.

Attached you will find a letter of support template. We have provided several sentences in bold to choose from, but these are simply suggestions and can be modified to best tell your story.

If you prefer to write your own letter, we ask that you consider referencing the bullet points below. This type of information will help show how trails and the TTF has supported, impacted, and strengthened our area.

- How much the Trails Task Force has impacted and benefited your organization.
- How much trails impact the financial aspect and stability of your organization.
- How much trails affect the vitality, history, and/or future of your organization.
- How the TTF connects people and resources to improve outdoor recreation.
- What kind of measurable outcomes can you connect directly to trail use and access.

Please send all completed letters to Stephanie Kessler by June 30, 2023. Email is preferred; send to parks@cohasset-mn.com. Mail your letter to Stephanie Kessler, TTF Secretary, 305 NW 1st Avenue, Cohasset, MN 55721.

Thank you in advance for sharing the positive effect the TTF has had you. Your support will strengthen our request for the crucial, continued funding that is needed to ensure the longevity of our non-motorized and motorized trails.

Sincerely,

Tom Saxhaug, Chair
Trails Task Force

LETTER TEMPLATE: CHOOSE FROM THE BOLD OR WRITE YOUR OWN

Date

Blandin Foundation
913 N Pokegama Avenue
Grand Rapids, MN 55744

Dear Blandin Foundation:

I am writing in support of the Itasca County Trails Task Force grant application. The Trail Task Force (TTF) has been a crucial factor in connecting people, places, and rural communities to outdoor recreation by providing much-needed funding opportunities to small businesses and clubs. **We have been directly impacted by past funding provided by the TTF ...OR... we have been indirectly impacted by funding provided by the TTF**, and we fully support their request for funding from the Blandin Foundation.

Specifically, the TTF has impacted us by **(PICK ONE OR MORE)**

Providing \$___ in grants that has supported our trails and tourism opportunities.

Increasing our business traffic by __% as a direct result of trail access and use.

Sustaining our ability to continue trail maintenance which directly increases trail users.

We can measure **directly/indirectly** the investment of trails and rural tourism by **(PICK ONE OR MORE)**

Seeing a __% increase in economic stability since the trails have been improved/maintained.

Funding small communities who continually bolster the culture of northern Minnesota.

Building community wealth with a strong workforce supported by rural and outdoor tourism.

IF YOU DON'T GET DIRECT FUNDING FROM TTF, CHOOSE ONE OF THESE:

The TTF impacts our community indirectly by **(PICK ONE OR MORE)**

Increasing tourism numbers by about ____% by having such varied trails to use and access to many layers of outdoor tourism.

Ensuring the rural communities around us continue to thrive and build wealth with sustainable tourism opportunities that focus on the outdoor base Itasca County can offer.

We thank you for continuing to support this critical resource and unique group. With the TTF funding opportunities, rural Itasca County will continue to grow sustainably, bolster outdoor culture, and connect small communities.

Sincerely,

YOUR NAME

YOUR BUSINESS

YOUR ADDRESS

***SIMPLE EMAIL VERSION
WHICH WOULD REPLACE PAGE ONE AND TWO COMPLETELY***

Hello,

The Itasca Trails Task Force invites you to partner with us as we request ongoing funding from the Blandin Foundation to continue to develop, maintain and promote trails throughout Itasca County Area.

Please send a letter of support describing your own experiences such as:

- How has Trails Task Force benefitted your organization and trail users?
- How has Trails Task Force connected people and resources to improve outdoor recreation?

Reply to this email with the letter as an attachment on letterhead if possible.

The Blandin Foundation has been generously funding the Trails Task Force since 1982. This is your opportunity to show your appreciation for the many years of enjoying the great outdoors on trails developed, maintained, promoted, and matched with sweat equity from so many private and public entities.

THANK YOU for your letter of support!

Stephanie Kessler
Trails Task Force Secretary



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3108

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Letter of Support to Chippewa National Forest

BOARD ACTION REQUESTED:

Approve a Letter of Support to the Chippewa National Forest Deer River Ranger District for the Mac & Ruby Salvage Projects.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Mac Ruby Salvage Projects Info

Motion To: Approve a Letter of Support to the Chippewa National Forest Deer River Ranger District for the Mac & Ruby Salvage Projects and authorize signature of the County Board Chair.

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



May 2023

MAC & RUBY SALVAGE PROJECTS

CHIPPEWA NATIONAL FOREST | DEER RIVER RANGER DISTRICT



Greetings,

The Chippewa National Forest is planning on conducting salvage operations in an area of blowdown on the Deer River Ranger District. We'd like to share information and provide an opportunity to comment on the proposed Mac and Ruby salvage projects.

WHERE:

The Mac Salvage project is located within Itasca County, MN, T147S, R25E, Sections 12-13; T59S, R27W, Sections 22-23, 27-28.

The Ruby Salvage project is located within T58N, R26W, Sections 11-14; T58N, R25W, Sections 17-20, 29-30. Both projects are located on the Deer River Ranger District of the Chippewa National Forest and are outside of the external boundaries of the Leech Lake Indian Reservation.

WHY:

The purpose of these projects is to salvage the down, broken and leaning trees damaged by 2022 windstorms from the National Forest System lands to recover economic value of the timber. Secondary benefits include reducing insect and disease outbreak potential and reducing hazardous fuels adjacent to private lands.

Activities proposed:

- Mac: Authorize up to 250 acres of salvage removal of trees, in addition, up to one-half mile of temporary road within the Mac area.
- Ruby: Authorize up to 250 acres of salvage removal of trees, in addition, up to one-half mile of temporary road within the Ruby area.



- Ben Benoit

Deer River District Ranger

How to Comment: Let us know what you think by **May 31, 2023**. Address your comments to Ben Benoit, Deer River District Ranger.

1. **Fax to:** 218-246-9743
2. **Write or hand deliver:** 1235 Division Street, Deer River, MN 56636
3. **Email:** comments-eastern-chippewa-deer-river@fs.fed.us

MAC & RUBY SALVAGE PROJECTS

SUBMITTING COMMENTS

MAC & RUBY SALVAGE PROJECTS

The input you and others provide during this comment period will help me to determine issues to focus on during the analysis, or if it would be useful to develop an alternative way to meet the need for the project. Feedback from comments also helps me to know who is interested in being kept up to date on the project in the future. Comments that provide relevant and new information with enough detail and rationale are the most useful.

Comments accepted by May 31, 2023, would be most helpful. Comments submitted will be considered part of the public record and will be available for review by request. The project is a non-HFRA project. Please submit comments to: Ben Benoit, Deer River District Ranger, Deer River Ranger District, 1235 Division Street, Deer River, MN 56636 or comments-eastern-chippewa-deer-river@fs.fed.us.

Maps and other documents are available on the Chippewa National Forest internet web site:

<https://www.fs.usda.gov/projects/chippewa/landmanagement/projects>

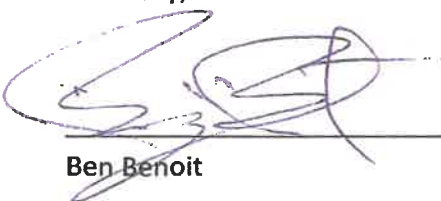
If you have questions regarding the Mac and Ruby Salvage Projects, please contact Project Leader Samuel Ainsley (telephone: 218-246-2362, email: samuel.ainsley@usda.gov).

ENVIRONMENTAL ANALYSIS PROCESS

At this time, we anticipate each project to be categorically excluded from documentation in an environmental assessment or environmental impact statement using the following category:

32.2(13) Salvage of dead and/or dying trees not to exceed 250 acres, requiring no more than ½ mile of temporary road construction. The proposed action may include incidental removal of live or dead trees for landings, skid trails, and road clearing.

Sincerely,



Ben Benoit

5/15/2023
Date

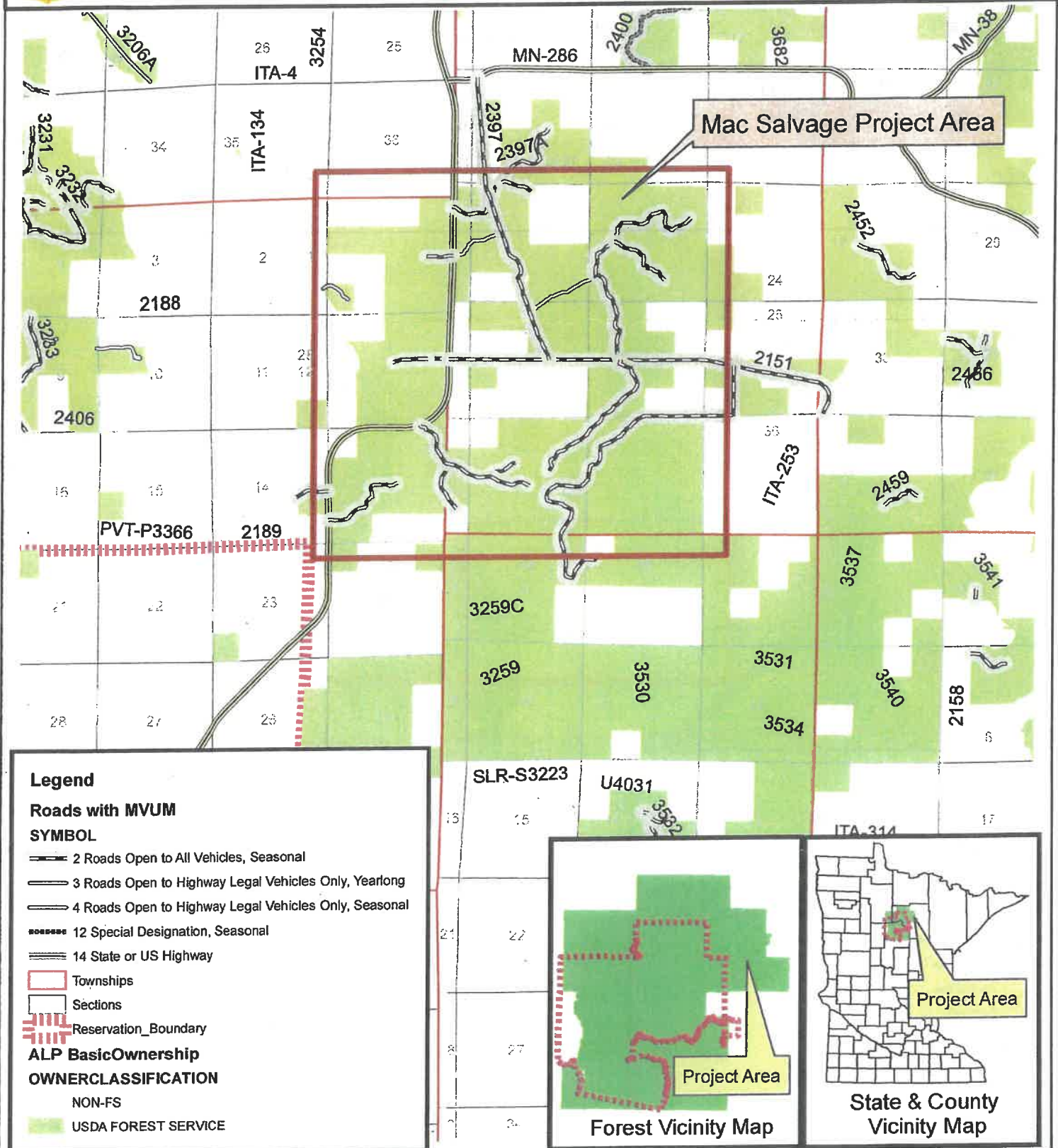


Deer River Ranger District
Chippewa National Forest
1235 Division Street
Deer River, Minnesota 56636



Mac Salvage Scoping Map

Chippewa National Forest
Deer River Ranger District



T 147 S, R 25 E, Sections 12-13
T 59 N, R 27 W, Sections 22-23, 27-28

0 0.5 1 2
Miles

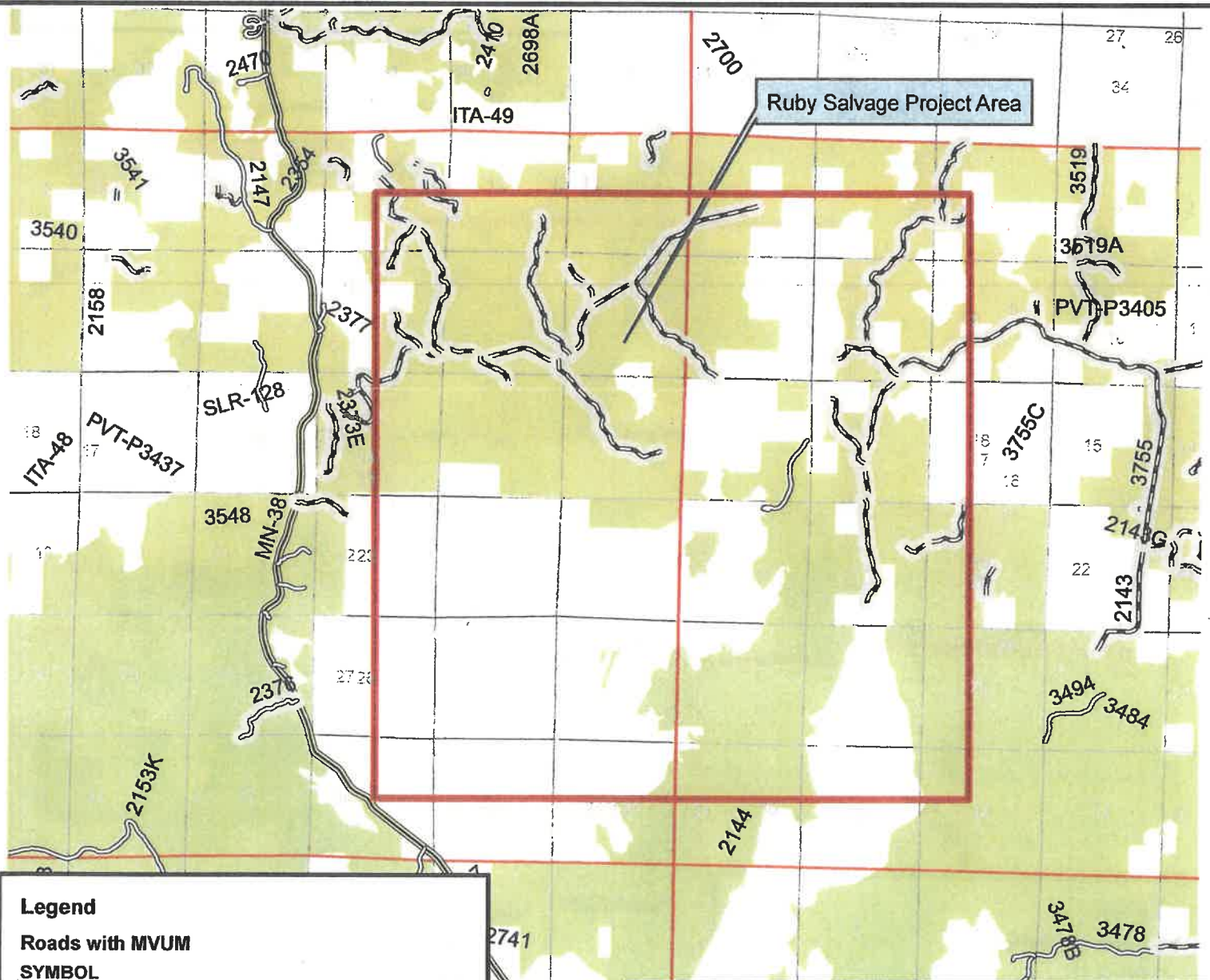


Map created by:
Samuel Ainsley, May 15, 2023



Ruby Salvage Scoping Map

Chippewa National Forest
Deer River Ranger District



Legend

Roads with MVUM

SYMBOL

- 2 Roads Open to All Vehicles, Seasonal
- 3 Roads Open to Highway Legal Vehicles Only, Yearlong
- 4 Roads Open to Highway Legal Vehicles Only, Seasonal
- 12 Special Designation, Seasonal
- 14 State or US Highway

Townships

Sections

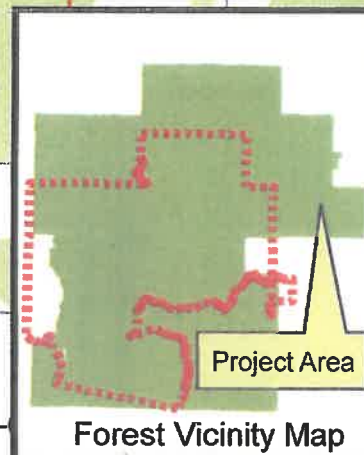
Reservation_Boundary

ALP BasicOwnership

OWNERCLASSIFICATION

NON-FS

USDA FOREST SERVICE



Forest Vicinity Map



State & County
Vicinity Map

T 58 N, R 26 W, Sections 11-14
T 58 N, R 25 W, Sections 17-20, 29-30

0 0.5 1 2
Miles



Map created by:
Samuel Ainsley, May 15, 2023



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 23, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3105

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:

13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.

Subdivision 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--