



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, July 18, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:32 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:32 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	2:32 PM
Burl Ives	District #4	Present	2:32 PM
Casey Venema	District #5	Present	2:32 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.6 (Bid Award for Contract - 59832, CR 336 Bridge Replacement), add Item #5.3 (2024-2025 Mobile Crisis ARPA Contract), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 11, 2023 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Addendum to the Coronavirus Response and Relief Supplemental Appropriations Act (CAA) - Home and Community Based Services Federal Medical Assistance Percentage (FMAP) contract number 224670 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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2. Award Project Contract 60732 Bituminous Projects SP 031-607-032, SAP 031-607-033 & SAP 031-678-006 to the lowest responsible bidder, Ulland Brothers, Inc contingent upon the approval of the Office of Civil Rights and authorize the required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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3. Approve the 2024-2025 Mobile Crisis ARPA Contract with DHS and authorize signature of the County Board Chair.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Aitkin-Itasca-Koochiching Community Health Board Update

Community Health Services Administrator Maggie Rothstein provided an Aitkin-Itasca-Koochiching Community Health Board update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. IMCare Compliance Program

Health Plan Division Manager Sarah Anderson provided a review of the 2023 IMCare Compliance Plan, Standards of Conduct and Related Policies and Procedures and the 2023 Quarter One Compliance Program Report.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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4. Public Hearing Re: Rezone Application Submitted by Jeff Peterson

Motion To: Open the Public Hearing Re: Rezone Application of Jeff Peterson.

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

Motion To: Close the above public hearing.

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

Motion To: Adopt the Resolution Re: Application Submitted by Jeff Peterson to Rezone Property from Rural Residential to Light Industrial Commercial for Property located at 19-018-4120 based upon the recommendation and Findings of Fact, Conclusions of Law and Order of the Itasca County Planning Commission.

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

5. Headwaters Comprehensive Watershed Management Plan, Workplan and Budget Adjustment
District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to approve the adjusted work plan and budget.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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7. Itasca Nursing Home - Grand Village Update

County Administrator Brett Skyles provided an update regarding Itasca Nursing Home – Grand Village including information regarding the RFP review process and the interim administrator selection made by Ecumen at Grand Village.

RESULT:**INFORMATIONAL - NO ACTION TAKEN****VII. COMMITTEE REPORTS**

Commissioner Venema reported on Fairgrounds project concerns and County Road 540 concerns.

Commissioner Smith reported on his attendance at a recent Solid Waste Advisory Committee meeting, as well as the Itasca Nursing Home – Grand Village RFP selection committee.

Commissioner Johnson reported on his attendance at a recent Solid Waste Advisory Committee meeting, as well as meetings with Department Heads regarding remote work and flex schedules.

Commissioner Ives reported on his attendance at recent Northeast Minnesota Office of Job Training (NEMOJT) and Risk Management Committee meetings.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioner Johnson provided comment regarding the announcement of an Emergency Road Improvement Project to be completed in 2024 to improve Highway 2 East of Highway 200 to the west edge of Floodwood.

Commissioner Smith provided comment regarding the Deer River Playground Project and the Deer River Wild Rice Festival.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 3:36 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, July 18, 2023

RESOLUTION 2023-31

RE: APPLICATION SUBMITTED BY JEFF PETERSON TO REZONE PROPERTY FROM RURAL RESIDENTIAL TO LIGHT INDUSTRIAL COMMERCIAL FOR PROPERTY LOCATED AT 19-018-4120

WHEREAS, the ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments, in accord with the Itasca County Comprehensive Land Use Plan "CLUP" by the procedures set forth in Article 20; and

WHEREAS, on 6/7/2023, Jeff Peterson submitted an application for rezone from Rural Residential to Light Industrial Commercial on Parcel 19-018-4120 in order to relocate his ServiceMaster business (a private laundry service); and

WHEREAS, the parcel is adjacent to Rural Residential zoning to the north, west, and south and Light Industrial Commercial Zoning to the east.

WHEREAS, on June 28, 2017, Harris Township updated their Comprehensive Land Use Plan - page 11 identifies, "The Highway 169 corridor running south to north through the community, across Pokegama Lake and into Grand Rapids represents Harris' best opportunity to enhance its property tax base through commercial and light industrial development. In general terms, the community supports: North of Pokegama Lake: the area supported for potential future commercial development is expanded to include most of both sides of the highway. The Township favors commercial development that requires highway access and visibility, large lots and open areas (e.g., auto dealerships, contractors, storage, etc.) but commercial/light industrial development of any suitable and allowable nature will be supported.

WHEREAS, the purpose of the Light Industrial Commercial Zoning District is to: protect and promote the continuation of light commercial areas in Itasca County that have historically contained these uses and therefore have developed compatible commercial patterns and transportation infrastructure; to make land available to meet the needs of commercial establishments and light industrial plants in the form of compact business development to avoid problems of mixed land use and traffic congestion; and to achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan.

WHEREAS, the CLUP additionally supports the designation of specific commercial areas along Highways 2, 169 and 38; and

WHEREAS, on 7/12/2023, the Planning Commission voted unanimously to approve the Rezone Application pursuant to Section 18.2.4 of the Itasca County Zoning Ordinance, and forwarded their recommendation for approval in the Findings of Fact dated 7/13/2023 for approval to the County Board in writing and within 30 days of the close of their hearing; and

WHEREAS, Section 20.3.4, a rezone or amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission that all of the following exist:

the proposed zoning does not substantially conflict with the CLUP; the proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels; the original zoning was inconsistent with the CLUP; or an error was made in the CLUP which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the CLUP and the zoning being amended; and a clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner; and

WHEREAS, the rezone from Rural Residential to Light Industrial Commercial was recommended for approval to the County Board because:

- A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the adjacent parcel is zoned Light Industrial Commercial; the CLUP and Harris Township encourage business development;
- B. The proposed zoning is not spot zoning as the parcel is adjacent to Light Industrial Commercial zoning to the east;
- C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—there have been changes in the area with more business development and commercial expansion along the Highway 169 corridor; and
- D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—new business is encouraged and will increase tax base for the township; applicant will be moving his existing business; the Highway 169 corridor is becoming a more industrialized/light industrial commercial area and best location for expansion.

WHEREAS, the County Board conducted their public hearing on Tuesday, 7/18/2023, at 2:30 in the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN. Notice of the public hearing was published in the Grand Rapids Herald Review on 6/28/2023 and the Scenic Range NewsForum on 6/29/2023; and

WHEREAS, the County Board members utilized their independent judgment, reviewed the Planning Commission's recommendation for approval and used a criteria sheet to determine approval of the rezone application at the public hearing.

NOW THEREFORE BE IT RESOLVED that the County Board of Commissioners hereby enacts ordains and adopts the zoning map amendments recommended by the Planning Commission that accompanies this resolution.

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

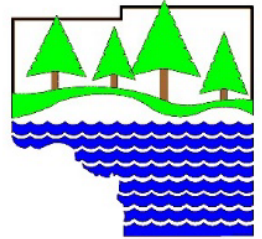
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

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 18th day of July 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 18th day of July A.D. 2023.



Administrator



July 18, 2023

Chair:

PULL:

1. Item #6.6 –Bid Award for Contract - 59832, CR 336 Bridge Replacement

ADDITIONS:

1. Item #5.3 – 2024-2025 Mobile Crisis ARPA Contract

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, July 11, 2023

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 02:30 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 Item #5.2 (CSAH 61 railroad Crossing Surface Installation Agreement), add Item #8.1 (Closed Session per MN Statutes 13D.05, Subd. 3(c)(3), 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 Wednesday, July 5, 2023, County Board Work Session.

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

1. Approve donation of 4 GETC laptops to the City of Grand Rapids.
3. Approve the CSAH 61 Crossing Surface Installation Agreement between Itasca County and BNSF and authorize the necessary signatures.

4. Approve easement for ingress and egress over that part of the South Half of the vacated alley lying North and adjacent to Lots 7-8, Block 12, SPINA ADDITION TO KEEWATIN Less that part located within the public road right of way, located on tax-forfeited trust lands in Section 25, Township 57, Range 22 and authorize necessary signatures.
5. Award the 2023 Brush and Noxious Weed Spraying contract to B and P Weed Control and authorize necessary signatures.
6. Approve signatures to execute the Second Amendment to the Site Use Agreement between Verizon and Itasca County

VI. REGULAR AGENDA

1. Citizen Input, Chair

Citizen input from Robert Preble was read into the record regarding his concerns that Commissioner Ives should recuse himself from any items pertaining to VRBO's, as well as request for budget meetings to be televised on ICTV.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Employee Recognition – Continuous Years of Service, Brett Skyles

The following Itasca County employees who moved into a new benchmark recognition category during 2022 for continuous years of service were recognized:

5 continuous years – Adam Kortekaas, Shelley McCauley, Casey Dabrowski, Ricky Hipsag, Natalie Moren, Christopher Kebart, Miranda Myers, Denise Cleveland, Rachelle Dethloff, Jacob McCartney, Brian Bourquin, Gail Guck, Peggy Rosik, Michael Cowan, Derek Hanson, Gwen Hill, Lee Nowling, Duane Dockter, and Emily Kurtz.

10 continuous years – Dean Morris, Susan Manning-Zelenak, Elizabeth Riendeau, Kristi Jacobs, Dustin Ross, Travis Schultz, William Hilback, Shelly Braford, Jesse Novacek, Bradley Shannon, John Herschbach, and Rebecca McDonald.

15 continuous years – Kathryn Thies, Todd Janecke, Linsey Savage, Rebecca Fideldy, Jared Morse, Randal Washburn, Pamela Peterson, Steven Geving, Cindy Shevich, Myranda Erickson, Janice McKinney, Lisa Munger, Audra Olson, and Anna Cass.

20 continuous years – Eric Villeneuve, David Frechette, David Schmit, and Bryan Lindahl.

30 continuous years – Guy Carlson.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Recognition of County Employees, Brett Skyles

The following employees were recognized:

Farewell to Ronald Delich whose last day as Highway Maintenance Sub-Foreman, Road & Bridge Division, Transportation Department was June 22, 2023 after 22+ years of service.

Welcome new employee, Cassidy Kamsula, Emergency Communications Specialist, Sheriff Department effective July 10, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants, Gail Guck

Motion To: Approve Commissioner Warrants with a check date of July 28, 2023, in the amount of \$854,190.18

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

5. Special Election Contract with ISD 317, Austin Rohling

Motion To: Approve the contract between Itasca County and ISD 317 for Election Services and authorize necessary signatures.

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. Special Election Contract with ISD 319, Austin Rohling

Motion To: Approve the contract between Itasca County and ISD 319 for Election Services and authorize necessary signatures.

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

7. Presentation of SotrmReady Accreditation Certificate by the National Weather Service, John Linder, Joe Moore

Warning Coordination Meteorologist with the National Weather Service, Duluth Joseph Moore presented the StormReady Accreditation Certificate to John Linder and Itasca County.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Hiring of Correctional Employees, Joe Dasovich

Motion To: Approve the hiring of 3 FTE Correctional Officers which are required to open the new correctional facility per the DOC employment Study.

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

9. Annual Board Update – Sheriff’s Office – Joe Dasovich

Joe Dasovich, County Sheriff, provided an annual update to the Board.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Legislative Delegation Luncheon, Brett Skyles

It was the consensus of the County Board to reschedule the Legislative Delegation Luncheon with Itasca County legislators, Lobbyist Loren Solberg, County Board members, and Departments heads to Tuesday, August 29, 2023, beginning at 11:30AM in the Boardroom of the Itasca County Courthouse.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Submission of Amicus Brief, Chair

Larry Sutherland with Mesabi Metallica presented information regarding the request to submit an Amicus Brief in support of State of MN Court of Appeals filing, as requested by Mesabi Metallica, reflective of Resolution #2023-26.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. Itasca Nursing Home – Grand Village Update, Brett Skyles

Brett Skyles, County Administrator provided an update regarding Itasca Nursing Home-Grand Village.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Venema attended a meeting at Buck Lake regarding the safety of County Road 540.

Commissioner Smith reported on conversations regarding Federal roads and needed repair.

Commissioner Johnson visited the DemCon Facility, had a conversation with Flaharty and Hood regarding recommendations for HWY 169.

Commissioner Snyder and Commissioner Johnson held meetings with Department Heads regarding remote work and flex schedules.

Commissioner Ives attended an Itasca County Township Association (ICTA) Meeting.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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RECESS

Chair Ives recessed the meeting at 3:37 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:48 PM, with all members present.

VIII. CLOSED SESSIONS

1. Hold a Closed Session per MN Statutes 13D.05, Subd. 3(c)(3) Re: Potential Purchase of Parcel Identification Numbers (PINS) 31-023-1100, 31-023-1200, 31-023-1300, 31-023-1400, 31-023-2100, 31-023-2200, 31-023-2300, 31-023-2400, 31-023-3100, 31-023-3200, 31-023-3300, 31-023-3400, 31-023-4100, 31-023-4200, 31-023-4300, 31-023-4400, 31-024-3200 and 31-024-3300.

Motion To: Go into Closed Session pursuant to Minn. Stat. §13D.05, subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property identified as Parcel Identification Numbers (PINS) 31-023-1100, 31-023-1200, 31-023-1300, 31-023-1400, 31-023-2100, 31-023-2200, 31-023-2300, 31-023-2400, 31-023-3100, 31-023-3200, 31-023-3300, 31-023-3400, 31-023-4100, 31-023-4200, 31-023-4300, 31-023-4400, 31-024-3200 and 31-024-3300.

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

Others Present: County Attorney Matti Adam, Land Commissioner Kory Cease, Real Estate Specialist Cindy Shevich, County Administrator Brett Skyles, Deputy Clerk of the County Board Amanda Schultz, Administrative Services Assistant Shelley Kebart.

Motion To: Go into Open 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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 4:18 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, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3193

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Becky Lauer

AGENDA ITEM:

Addendum to CAA-FMAP Contract

BOARD ACTION REQUESTED:

Approve the Addendum to the Coronavirus Response and Relief Supplemental Appropriations Act (CAA) - Home and Community Based Services Federal Medical Assistance Percentage (FMAP) contract number 224670 and authorize necessary signatures.

BACKGROUND:

DHS is giving Itasca County an additional \$60,000 in addition to original amount. Original contract was approved by the County Board on 2/28/2023.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Itasca_County_-_Contract_224670_AMD_1

07/19/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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Amendment No. 1 for Grant Contract No. 224670

Contract Start Date:	7/1/2022	Original Contract Amount:	\$242,244.00
Original Contract Expiration Date:	3/31/2024	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date:	3/31/2024	This Amendment:	\$ 60,000.00
Requested Contract Expiration Date:	N/A	Total Contract Amount:	\$ 302,244.00

This amendment ("Amendment") is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Behavioral Health Division ("STATE") and Itasca County, located at 1209 SE 2nd Ave, Grand Rapids, MN 55744, an independent contractor, not an employee of the State of Minnesota ("COUNTY").

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. 224670 to enhance, expand, and strengthen Mobile Crisis Services, to support 24-hour mobile crisis lines, and increase capacity to take more calls (Original Grant Contract);
2. The Original Grant Contract is being amended because STATE and COUNTY agree that additional funds and duties are necessary for the satisfactory completion of the grant contract;
3. STATE and COUNTY agree to amend the contract as stated below:

Contract Amendment

In this Amendment, changes to Original Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 2.1, "**Duties**," is amended as follows:

2.1 Duties. COUNTY shall perform duties in accordance with ~~Attachment A~~ Attachment A-1: Work-Plan, which is attached and incorporated into this CONTRACT. In addition to ~~Attachment A~~ Attachment-1, COUNTY shall perform as follows:

Home and Community Based Services Federal Medical Assistance Percentage (HCBS-FMAP)

Deliverables:

- A. COUNTY must use HCBS-FMAP funding to enhance, expand, and strengthen existing mobile crisis services.

B. COUNTY must ensure continued access to 24/7 mobile crisis services including phone screening. If COUNTY does not currently provide 24/7 mobile crisis services, COUNTY must develop a work plan and submit the work plan to STATE that:

- i. outlines how COUNTY will increase their capacity to offer 24/7 mobile crisis services;
- ii. upon approval, COUNTY must implement work plan and provide quarterly progress updates.

Excluded Activities

- A. COUNTY must ensure that these funds do not duplicate or supplant services.
- B. COUNTY must ensure these funds do not provide or purchase rapid access psychiatry slots.
- C. COUNTY must ensure these funds are not used for any children's mobile crisis services.

Coronavirus Response and Relief Supplement Appropriations Act (CAA) Mental Health Block Grant (MHBG) Deliverables:

- A. COUNTY must use CAA funding to provide mobile crisis services to adults and children who are experiencing a mental health crisis exacerbated by COVID-19.
- B. COUNTY may use these funds in one or more of the following ways:
 - i. COUNTY may use these funds to provide additional training to their mobile crisis staff to ensure crisis responders are able to provide services to adults and children who are experiencing a mental health crisis
 - ii. COUNTY may use these funds to provide clients access to rapid access psychiatry by pre-purchasing appointment slots to ensure same-day or next day appointments
 - iii. COUNTY may use these funds to purchase new and updated technology and related equipment for staff to have better access to resources and information while providing mobile crisis services and to improve the ability for mobile crisis teams to provide telehealth services.
 - iv. COUNTY may use these funds to ensure reimbursement of mileage and cover the costs of keeping appropriate staff members on-call.
 - v. COUNTY may use these funds to provide community outreach and training; including outreach, wellness and suicide prevention tools.
 - vi. COUNTY may use these funds to provide additional access to crisis services for individuals who are uninsured and underinsured, this can include residential crisis bed costs, if not otherwise covered by client's insurance.
 - vii. COUNTY may use these funds to hire, train, increase pay, provide staff incentives, and retention bonuses for staff members who provide direct service or supportive administrative services for the mobile crisis team.

REVISION 2: Clause 3.1, subclauses 3.1.a., “**Compensation,**” and 3.1.c., “**Total obligation,**” only, are amended as follows:

a. Compensation.

1. COUNTY will be paid in accordance with ~~Attachment B~~ Attachment B-1, Budget, which is attached and incorporated into this CONTRACT.

\$57,224.00 is CAA MHBG funds and is available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended CAA MHBG funds at the end of FY23 to use through March 14, 2024 subject to STATE approval.

\$134,220.00 is HCBS-FMAP SFY22 and SFY23 funds and is available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended HCBS-FMAP funds at the end of FY23 to use through March 31, 2024 subject to STATE approval.

~~**\$50,800.00**~~ **\$110,800.00** is HCBS-FMAP SFY22 and SFY24 funds and is available July 1, 2023 through March 31, 2024.

2. Budget Modification.

- a. COUNTY must obtain STATE written approval before changing any part of the budget.
- b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
- c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed ~~two hundred forty two thousand two hundred forty four dollars (\$242,244.00)~~ **three hundred two thousand two hundred forty-four dollars (\$302,244.00).**

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

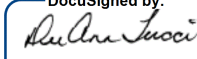
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Signature page follows

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: 
9780AF8E93764DF...

Date: 7/11/2023

Grant No: GRK 224670

2. COUNTY

Signatory certifies that COUNTY's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the COUNTY to the terms of this Agreement. COUNTY and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): _____

Title: _____

Date: _____

Attachment A-1

WORK PLAN / SCHEDULE OF TASKS AND DELIVERABLES

HCBS-FMAP Work Plan (adults only): The funds must enhance, expand and strengthen HCBS under the Medicaid program to support and staff 24-hour mobile crisis lines and increase capacity to take more calls. These funds must be used to supplement, not supplant, existing state funds expended for Medicaid HCBS.

HCBS FMAP FY22 and FY23 funds will be available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended funds at the end of FY22 and FY23 to use through March 31, 2024 subject to STATE approval. The following tasks and deliverables are applicable through the contract period and only apply to HCBS FMAP funds.

FY22 funds

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	By conducting a county wide, coordinated access campaign targeting Diversity, Equity, and Inclusion (DEI) population that strengths their knowledge of the accessibility to Mobile Crisis Response (MCR) services and brings the door to them.	Cre Larson	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	By allowing a reduction in repetitive / frequent callers in need of service. This project allows MCR clients of low income or limited household to have access to Evidence Based practice (EBP) tools on a no cost loan agreement (recommended by MCR) as part of their recovery plan. By providing the tools (Tools include but are not limited to- Alpha Stem, Bio Matts, Heat monitors, sound machines- as listed in the budget narrative) we can reduce the time spend with each client who calls in repetitively and thus free up call time for new callers.	Cre Larson	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	There is no current HCBS funding to support this proposed approach to expanding services or supporting access. These funds will supplement current Mobile Crisis State Funding in this workplan area.	N/A	N/A

FY23 funds

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	The community education sessions proposed within this work plan are designed to educate community members at large on the identification of MH distress and Crisis so they are better able to aid the resident in distress to the Crisis Services. They will be educated about access points, aiding those in distress to these access points and keeping them safe until the access occurs. This education essentially turns them into traffic directors to access service point in our community. The tasks are to reach community members and veteran residents through this education program. Deliverables: 4 education sessions will occur to educate 120 residents on crisis access points and services, 1- suicide safer community / crisis access point education conference will be held with 100 attendee's, and 24 Veteran Specific Battle Buddy Education Sessions will occur within the Veteran meeting centers in Itasca County.	Exec Director, FCFH VCRT Lead Staff (2) FCFH Admin Staff (1)	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	The staffing of the Community Education Coordinator is designed to conduct outreach into the Itasca County area (including the Leech Lake Reservation) to educate the community regarding the appropriate use of the 24-hour crisis services and availability, and to also through this education recruit additional team members that will result in the increased capacity to take more crisis calls. This coordinator will be designated at 1 -PTE working 1384 hours during this grant period. Deliverables: Community Partner Education Outreach will be conducted within every agency, business, church, gun club, etc in our county (as outlined in our Itasca County Quad Map).	Exec Director, FCFH Community Education Coordinator	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	Currently these education services are not available nor being provided within Medicaid HCBS or any other State or County fund within our county. These services will greatly strengthen our access points to Crisis Services for our residents. Educational outreach efforts, D-boards, E-Boards, Banners and school educational assemblies will reach a population not currently knowledgeable about Access to Crisis Services in our county.	Community Education Coordinator	June 30, 2023 with continuation to 3/31/24, with STATE approval

FY24 Funds

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	By conducting a county wide, coordinated access campaign targeting DEI population that strengths their knowledge of the accessibility to MCR services and brings the door to them.	Cre Larson	03/31/2024
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	By allowing a reduction in repetitive / frequent callers in need of service. This project allows MCR clients of low income or limited household to have access to EBP tools on a no cost loan agreement (recommended by MCR) as part of their recovery plan. By providing the tools (Tools include but are not limited to- Alpha Stem, Bio Matts, Heat monitors, sound machines- as listed in the budget narrative) we can reduce the time spend with each client who calls in repetitively and thus free up call time for new callers.	Cre Larson	03/31/2024
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	There is no current HCBS funding to support this proposed approach to expanding services or supporting access. These funds will supplement current Mobile Crisis State Funding in this work plan area.	N/A	N/A

FY22 Funds: Available from July 1, 2023-March 31, 2024

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	The implementation of the software / customized programming within the 24-hour mobile crisis line system will expand the ability of the workforce operating the system. As workforce shortages continue to impact MH services, this system enhancement will allow for increased access for recipients without the need for increased staffing. Therefore, the call center can facilitate additional calls (30% more) with the current staffing patterns. This results in expanded access for recipients in crisis.	IT Department of FCFH	3/31/24
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	The customized programming will enhance the current 24-hour crisis call centers capability to service an increase in call volume through programming that will auto populate call logs based on DID phone numbers entering center, auto populate screening tools based on previous callers' information, auto populate previously obtained information therefore repeat questions can be avoided and result in a better caller experience. Through programming multiple systems to work together (iCarol, Nextiva and Bookstack), the collecting process and screening for each	IT Department of FCFH	3/31/24

	caller required for standardized care, will result in the increased capacity with the aid of programming.		
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	The enhancement of the 24 - hour crisis line infrastructure is a necessity and specific to our Mobil Crisis Teams programs expanded access goal, however, due to limited funding in the HCBS could not be address prior to this application. This funding request will supplement the funds into a funding year that fell short of the mobile crisis budget needs our program identified. This funding is not replacing current HCBS funding.	MCR Directors responsibility to ensure funds are appropriately used to protect the integrity of FMAP and the program	N/A

MHBG CAA Work Plan (adults and children): The funds are available to provide services to adults and children who are experiencing a mental health crisis, exacerbated by COVID-19.

CAA MHBG funds will be available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended CAA MHBG funds at the end of FY23 to use through March 14, 2024 subject to STATE approval.

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	T4T (training for trainers) Educational Training for our (8) staff will allow us to saturate our county with educational sessions for community members regarding the identification of MH distress and Crisis so they are better able to aid the resident in distress to the Crisis Services. They will be educated about access points, aiding those in distress to these access points and keeping them safe until the access occurs. Task: Staff will attend the T4T educational Training by end of grant cycle. Deliverables: 8 staff will complete educational training and receive certifications allowing them to spread the T4T Training county wide to community members at large.	CRT Staff VCRT Staff Exec Director, FCFH FCFH Admin	6/30/23
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	The PsychArmor Training of all Mobile Crisis Team staff will increase the capacity of our team to engage and serve veterans who are in crisis. Currently the VCRT (Veteran crisis response team) is the only team qualified to serve this population. This Team training will increase the capacity, using EBP, to serve veterans and veteran service member families in Itasca County. The purchase of Yoga Laptops with Built in Hotspots will increase the capacity of our team to work efficiently within the County and within homes of those residents in crisis, thus reaching those in crisis where they are at. Task: Purchase of Lap Tops for CRT's, Deliverables: Staff facilitating remote care of residents in crisis	28 MCR team members VCRT Staff Exec Director, FCFH FCFH IT	6/30/23
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	Currently these education services are not available nor being provided within Medicaid HCBS or any other State or County fund within our county. This programming is new to our county and vastly overdue. Serving the Veteran Population in Itasca County is a priority area for our Crisis Response Team.	N/A	6/30/23

Attachment B-1

BUDGET SUMMARY		BUDGET SUMMARY		BUDGET SUMMARY		PROJECT TOTAL
HCBS-FMAP SFY22 and SFY23 (07/01/2022-6/30/2023)		HCBS-FMAP SFY22 and SFY24 (07/01/2023-3/31/2024)		MHBG CAA (07/01/2022-6/30/2023)		
CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	
Salaries	\$ 27,680.00	Salaries	\$ -	Salaries	\$ 9,750.00	
Fringe Benefits	\$ 4,040.00	Fringe Benefits	\$ -	Fringe Benefits	\$ -	
Contracted Services		Contracted Services	\$ 60,000.00	Contracted Services	\$ -	
Space Cost (Incl utilities)	\$ -	Space Cost (Incl utilities)	\$ -	Space Cost (Incl utilities)	\$ -	
Equipment	\$ -	Equipment	\$ -	Equipment	\$ 22,012.00	
Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	
Copying	\$ -	Copying	\$ -	Copying	\$ -	
Data Processing	\$ -	Data Processing	\$ -	Data Processing	\$ -	
Communications	\$ 41,600.00	Communications	\$ 30,000.00	Communications	\$ -	
Instate Travel	\$ -	Instate Travel	\$ -	Instate Travel	\$ -	
Out-of-State Travel	\$ -	Out-of-State Travel	\$ -	Out-of-State Travel	\$ 5,782.00	
Program Costs	\$ 60,900.00	Program Costs	\$ 20,800.00	Program Costs	\$ 9,020.00	
Evaluation	\$ -	Evaluation	\$ -	Evaluation	\$ -	
Staff Development	\$ -	Staff Development	\$ -	Staff Development	\$ 10,660.00	
Client Transportation	\$ -	Client Transportation	\$ -	Client Transportation	\$ -	
Total Direct Costs	\$ 134,220.00	Total Direct Costs	\$ 110,800.00	Total Direct Costs	\$ 57,224.00	
Indirect Cost	\$ -	Indirect Cost	\$ -	Indirect Cost	\$ -	
TOTAL REQUEST	\$ 134,220.00	TOTAL REQUEST	\$ 110,800.00	TOTAL REQUEST	\$ 57,224.00	\$ 302,244.00

BUDGET JUSTIFICATION: HCBS-FMAP FY22 (7/1/22-6/30/23)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications	The next part of the project includes a county wide outreach campaign designed to reach the DEI residents we fail to serve. This budget includes but is not limited to: E board (10,000.00), B boards (10,000.00), Mass Radio Spots (10,000.00) = (30,000.00)	\$ 30,000.00
Instate Travel		
Out-of-State Travel		
Program Costs	The creation of a lending closet that allows for clients at highest risk to borrow tools that will allow them to reduce risks while medications are being started: Tools include but are not limited to- Alpha Stem (8@550.00 each, 2 Alpha M @ 800.00 each), Bio Matts (10@ 780.00 each) Chi (4 @ 495.00 each), Inner Balance monitors (20 @ 199.00 each), sound machines (10 @ 100.00 each), Alpha buds (4@ 10.00)= (20,800.00)	\$ 20,800.00
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		\$ 50,800.00
Indirect Cost		
TOTAL REQUEST		\$ 50,800.00

BUDGET JUSTIFICATION: HCBS-FMAP FY23 Funds (07/01/2022-6/30/2023)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget amount
Salaries	1 PTE Community Education Coord 20.00 per hour for 1384 hours	\$ 27,680.00
Fringe Benefits	1 PTE Community Education Coord Fringe Benefits at \$2.92 per hour for 1384 hours (estimated)	\$ 4,040.00
Contracted Services		\$ -
Space Cost (Incl utilities)		\$ -
Equipment		\$ -
Bonds & Insurance		\$ -
Copying		\$ -
Data Processing		\$ -
Communications	Education E-boards, D-Boards, School Education Assembly Communication Materials, Club/Range Boards, Community Education banners	\$ 11,600.00
Instate Travel		\$ -
Out-of-State Travel		\$ -
Program Costs	Community Training Session (4 sessions for 120 attendees, Community Education Conf, Veteran Battle Buddy Education Sessions) 4@ 4,900. additional supplies: Chamber Locks 100@ 30.00, Medication Lock boxes 100@ 50.00, Freeze the Key Containers 100@ 15.00, Access Smart Phones (50@70.00, Charcola Med Disp bags 500@ 15.00,	\$ 40,100.00
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		\$ 83,420.00
Indirect Cost		
TOTAL REQUEST		\$ 83,420.00

BUDGET JUSTIFICATION: HCBS-FMAP FY24 (7/1/23-3/31/24)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications	The next part of the project includes a county wide outreach campaign designed to reach the DEI residents we fail to serve. This budget includes but is not limited to: E board (10,000.00), B boards (10,000.00), Mass Radio Spots (10,000.00) = (30,000.00)	\$ 30,000.00
Instate Travel		
Out-of-State Travel		
Program Costs	The continued support and replenishment of a lending closet that allows for clients at highest risk to borrow tools that will allow them to reduce risks while medications are being started: Tools include but are not limited to- Alpha Stem (8@550.00 each, 2 Alpha M @ 800.00 each), Bio Matts (10@ 780.00 each) Chi (4 @ 495.00 each), Inner Balance monitors (20 @ 199.00 each), sound machines (10 @ 100.00 each), Alpha buds (4@ 10.00)= (20,800.00)	\$ 20,800.00
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		\$ 50,800.00
Indirect Cost		
TOTAL REQUEST		\$ 50,800.00

BUDGET JUSTIFICATION: HCBS-FMAP FY22 (7/1/23-3/31/24)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries		
Fringe Benefits		
Contracted Services	Contracted services for Development Software for System Connectivity. 3 systems (iCarol, Nextiva, Bookstack.) 500 hours @ 120.00 per hour.	\$ 60,000.00
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs		
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		\$ 60,000.00
Indirect Cost		
TOTAL REQUEST		\$ 60,000.00

BUDGET JUSTIFICATION: MHBG CAA (July 1, 2022- June 30, 2023)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries	3 staff training attendance fee or \$3250.00 each. T4T Community Education Training	\$ 9,750.00
Fringe Benefits		\$ -
Contracted Services		\$ -
Space Cost (Incl utilities)		\$ -
Equipment	Purchase of 16 Yoga Tablets with built in HotSpots for rural crisis response 12- iPhones for Telehealth in rural communities	\$ 22,012.00
Bonds & Insurance		\$ -
Copying		\$ -
Data Processing		\$ -
Communications		\$ -
Instate Travel		\$ -
Out-of-State Travel	Lodging and Travel Expenses for 2 rooms / 6 nights at 160.00, Meals and per diems for 3 staff daily at 112.00 for 6 days, Flights for 3 staff to national education training at 510.00. Total Mileage: 505 miles R/T at fed rate of .625	\$ 5,782.00
Program Costs	Community Education Training Material Purchase for Training 18x 90.00. Community Education Supplies 50@90.00, Safer Community Education Supplies 50 @ 58.00.	\$ 9,020.00
Evaluation		\$ -
Staff Development	Attendance at T4T Community Education Training, PsychArmor Training Sessions. Crisis Team Member Professional Development EBT 2-Day Training for 3 CRT. T4T Part two	\$ 10,660.00
Client Transportation		\$ -
Total Direct Costs		\$ 57,224.00
Indirect Cost		\$ -
TOTAL REQUEST		\$ 57,224.00



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3189

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Bid Award - Contract 60732 Bituminous Paving Projects

BOARD ACTION REQUESTED:

Award Project Contract 60732 Bituminous Projects SP 031-607-032, SAP 031-607-033 & SAP 031-678-006 to the lowest responsible bidder, Ulland Brothers, Inc contingent upon the approval of the Office of Civil Rights and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened July 11, 2023 @ 10:00 am.
Engineer's Estimate: \$3,400,000.00
Ulland Brothers, Inc \$3,452,659.00
Hawkinson Construction \$3,520,203.45

This project includes \$2,195,000.00 in federal funding.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

07/19/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3198

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Becky Lauer

AGENDA ITEM:

2024-2025 Mobile Crisis ARPA Contract

BOARD ACTION REQUESTED:

Approve the 2024-2025 Mobile Crisis ARPA Contract with DHS and authorize signature of the County Board Chair.

BACKGROUND:

Itasca County was awarded crisis funding in the total amount of \$208,120 for SFY24 and SFY25.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. DRAFT Itasca County Mobile Crisis ARPA Contract

07/19/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Itasca County, an independent grantee, not an employee of the State of Minnesota, located at 1209 SE 2nd Ave, Grand Rapids, MN 55744 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), 256B.0944 (Children's Mental Health Crisis Response Services), 256B.0624 (Adult Mental Health Crisis Response Services), and Chapter 245I (Mental Health Uniform Service Standards), has authority to enter into contracts for the following services: to support and strengthen the infrastructure of access to availability of staff on the 24/7 mobile crisis team or the ability to build community partnerships in Minnesota.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2025**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT. In addition to Attachment A, COUNTY shall perform as follows:

American Rescue Plan Act (ARPA) Deliverables:

- A. COUNTY must use ARPA funding to support and strengthen the infrastructure of access to availability of staff on the 24/7 mobile crisis team or the ability to build community partnerships in Minnesota.
- B. COUNTY must ensure continued access to 24/7 mobile crisis services including phone screening. If COUNTY does not currently provide 24/7 mobile crisis services, COUNTY must develop a work plan and submit the work plan to STATE that:
 - i. outlines how COUNTY will increase their capacity to offer 24/7 mobile crisis services.
 - ii. upon approval, COUNTY must implement work plan and provide quarterly progress updates.
- C. COUNTY may use these funds in one or more of the following ways:
 - i. COUNTY may use these funds to develop partnerships with the emerging Suicide Lifeline (9-8-8) systems, Law Enforcement, Emergency Medical Service (EMS), health care providers, housing authorities, Housing and Urban Development (HUD), Continuum of Care, hospital systems, peer-based recovery organizations, and substance use specific treatment providers, all of whom have a critical role in the crisis continuum.
 - ii. COUNTY may use these funds to utilize funding for additional phone response to work toward sustainability of someone to call.
 - iii. COUNTY may use these funds to increase capacity for crisis response staff to work toward sustainability of someone to respond.
 - iv. COUNTY may use these funds to utilize funds for the purchase of IPADS and telemedicine platforms/technology to allow for telemedicine delivery of service in rural areas when appropriate to provide immediate response when needed. Improve information technology infrastructure, including the availability of broadband and cellular technology for providers, especially in rural and frontier areas; use of Global Positioning System (GPS), to expediate response.
 - v. COUNTY may use these funds to Increase capacity for response for children in need of crisis response.
 - vi. COUNTY may use these funds to increase capacity for community stabilization response.
 - vii. COUNTY may use these funds to provide increased outpatient access, including same-day or next-day appointments, for those in crisis.

Excluded Activities

- i. COUNTY must ensure that these funds do not duplicate or supplant services.
- ii. COUNTY must ensure these funds do not provide inpatient services.
- iii. COUNTY must ensure these funds are not used to purchase or improve land, purchase construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
- iv. COUNTY must ensure these funds are not used to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- v. COUNTY must ensure these funds are not used to provide financial assistance to any entity other than a public or nonprofit private entity.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	For service period:
April 30	Prior quarter
July 31	Prior quarter
October 31	Prior quarter
January 31	Prior quarter

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 125, section 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **two hundred eight thousand one hundred twenty dollars (\$208,120.00)**.
- d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **quarterly**. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

changed, such as additional funds from the same federal award or additional funds from a different federal award.

Pass-through requirements. COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),² Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).³

1. *COUNTY's Name:* Itasca County (Must match the name associated with the Unique Entity Identifier.)
2. *COUNTY's Unique Entity Identifier (UEI):* NHLFNZ9GKFA8 Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match GRANTEE's name.
3. *Federal Award Identification Number (FAIN):* B09SM085364
4. *Federal Award Date:* 05/17/2021 (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (subaward) Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *CONTRACT (subaward) Budget Period Start and End Date:* 07/01/2023 and 06/30/2024.
7. *Amount of federal funds obligated to COUNTY (subrecipient) in this CONTRACT:* \$ 208,120.00
8. *Total amount of federal funds committed to the COUNTY (subrecipient), including this CONTRACT:* \$ 208,120.00
9. *Total Amount of the Federal Award from which the funds to the CONTRACTOR (subrecipient) are drawn:* \$21,622,115.00
10. *Federal Award Project description:* Block Grants for Community Mental Health Services
11. *Name:*
 - A. Federal Awarding Agency: Dept. of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Mental Health Services
 - B. MN Dept. of Human Services (DHS)
 - C. Contact information of DHS's awarding official: Jodi Harpstead, DHS Commissioner, Jodi.Harpstead@state.mn.us

² <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

³ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

12. *Assistance Listings Number & Name* (formerly known as CFDA No.): **93.958, Block Grants for Community Health Services, \$21,622,115.00**

13. *Is this federal award related to research and development?:* ☐ Yes ☒ No

14. *Indirect Cost Rate for this federal award is:* up to 10% (including if the *de minimis* rate is charged.)

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Carrie Davies** or successor. Phone and email: **651-431-3222, carrie.davies@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Burl Ives** or successor. Phone and email: **218-327-7363, Burl.ives@co.itasca.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Eric Villeneuve** or successor. Phone and email: **218-327-2941, eric.villeneuve@co.itasca.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs,

negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the

infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this

CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing

the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

DRAFT

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment A

WORK PLAN / SCHEDULE OF TASKS AND DELIVERABLES

APRA Work Plan: These funds will support Counties or Tribal Nations to staff 24-hour mobile crisis or increase capacity to serve more members of the community for current contracted mobile crisis providers.

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will develop, enhance, or improve access to availability of staff for the 24/7 mobile crisis services OR support the ability to build community partnerships: ● Increase capacity for response for children in need of crisis response. ● Develop partnerships with the emerging Suicide Lifeline (9-8-8) systems, Law Enforcement, EMS, health care providers, housing authorities, Housing and Urban Development (HUD) Continuum of Care, hospital systems, peer-based recovery organizations, and substance use specific treatment providers, all of whom have a critical role in the crisis continuum. ● Increase capacity for community stabilization response. ● Provide increased outpatient access, including same-day or next-day appointments, for those in crisis.	Addition of (4) Mobile Crisis Responders whose role on the team is to embed their skills into the safety planning and stabilization services rendered to adolescents whose parents access our team. These additional staff will act as direct consultants to MCR responding for the initial assessment, aid in the safety plan itself and solely provide the stabilization services to the child and family unit. These MCR specialize in adolescent development, Family systems and adolescent behavioral diagnosis. This increased capacity is a necessary expansion of our services in the face of increased numbers of adolescents being assessed by out teams. The numbers of youth being seen that exhibit mental health distress, behavioral issues and family discord are staggering. This expansion to our team will allow us to better serve those families in crisis. The Partnership development portion of this grant allows for Face to Face/reoccurring Lunch and Learns with: 6 Police departments, 1 Sheriff Department, 6 EMS providers, 6 health care providers, 1 housing authority, 3 hospital systems, 3 peer recovery organizations, 3 SUD treatment providers and 4 Veterans service provider organizations within Itasca County. These re-occurring lunch and learns will allow for solidifying each entities critical role in the crisis continuum, procedures for cross referrals and care coordination, ROIs, etc. The development of the Crisis Continuum flow chart and MOU's will be the outcome documents. This portion of the deliverables will be 66 sessions per year (33 partners /2x per year) for two years for a total of 132 lunch and learns. 33 MOU's. The final deliverable is related to increased patient access to Same/next day outpatient appts. This activity will provide guaranteed appt slots left open for Crisis Clients within 3 providers daily schedules	MCR Director: Hire Contractors, Embed them in the practices and policies of our Crisis Team. The Partnership development of the Crisis Continuum will be the responsibility of the MCR Director and MCR Clinical Director. The increased outpatient access goal is the responsibility of the MCR Director.	June 30, 2025

	to ensure rapid access to services when MCR client is deemed in crisis and urgent community based services are required for stabilization. This workplan task will ensure that underinsured, uninsured and adolescents without established providers will have access to same day or next day outpatient services. The Itasca County MCR supports the Leech Lake Band of Ojibwe band members residing within the tribal communities within Itasca County that include Winnie Dam, Ball Club, Inger, Max, Bowstring and S Lake. The crisis call center is also the MCR dispatch center for the Leech Lake Mobile Crisis Team and Partners with the Leech Lake Tribal Dispatch Center.		
Describe how these funds will supplement and not supplant existing state funds.	Currently the two (2) full-time equivalent Mental Health Practitioners dedicated to Crisis Stabilization Services are funded by Washington County designated American Rescue Plan Act funds that will run out at the end of January 2024. Federal Medical Assistance Percentage and Minnesota Department of Human Services designated American Rescue Plan Act funds will supplement the remainder of 2024 and 2025. State Crisis Grant funds are not used for these positions.	N/A	N/A

Attachment B

BUDGET

BUDGET SUMMARY		BUDGET SUMMARY		PROJECT TOTAL
ARPA SFY24 (07/01/2023-6/30/2024)		ARPA SFY25 (07/01/2024-6/30/2025)		
CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	
Salaries	\$0	Salaries	\$0	
Fringe Benefits	\$0	Fringe Benefits	\$0	
Contracted Services	\$88,000	Contracted Services	\$88,000	
Space Cost (Incl utilities)	\$0	Space Cost (Incl utilities)	\$0	
Equipment	\$0	Equipment	\$0	
Bonds & Insurance	\$0	Bonds & Insurance	\$0	
Copying	\$0	Copying	\$0	
Data Processing	\$0	Data Processing	\$0	
Communications	\$0	Communications	\$0	
Instate Travel	\$0	Instate Travel	\$0	
Out-of-State Travel	\$0	Out-of-State Travel	\$0	
Program Costs	\$6,600	Program Costs	\$6,600	
Evaluation	\$0	Evaluation	\$0	
Staff Development	\$0	Staff Development	\$0	
Client Transportation	\$0	Client Transportation	\$0	
Total Direct Costs	\$94,600	Total Direct Costs	\$94,600	
Indirect Cost	\$9,460	Indirect Cost	\$9,460	
TOTAL REQUEST	\$104,060	TOTAL REQUEST	\$104,060	\$ 208,120.00

BUDGET JUSTIFICATION: ARPA SFY24 (July 1, 2023- June 30, 2024)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries		
Fringe Benefits		
Contracted Services	4 MCR @ 38.00 per hour @ 500 hours per year = 76,000.00 . 3 outpatient provider contracts holding urgent access appts each month @ 333.33 per month each = 1,000.00 per month/12,000.00 per year.	\$88,000
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	33 crisis continuum partner lunch and learns @ 2 per year @ 100.00 each = 6600.00 annually	\$6,600
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		\$ 94,600.00
Indirect Cost	10% estimated Indirect Costs to support program	\$9,460
TOTAL REQUEST		\$ 104,060.00

BUDGET JUSTIFICATION: ARPA SFY25 (July 1, 2024- June 30, 2025)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget amount
Salaries		
Fringe Benefits		
Contracted Services	4 MCR @ 38.00 per hour @ 500 hours per year = 76,000.00 . 3 outpatient provider contracts holding urgent access appts each month @ 333.33 per month each = 1,000.00 per month/12,000.00 per year.	\$88,000
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	33 crisis continuum partner lunch and learns @ 2 per year @ 100.00 each = 6600.00 annually	\$6,600
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		\$ 94,600.00
Indirect Cost	10% estimated Indirect Costs to support program	\$9,460
TOTAL REQUEST		\$ 104,060.00



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2792

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3160

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 Minutes

PRESENTER: Maggie Rothstein

AGENDA ITEM:

Aitkin-Itasca-Koochiching Community Health Board Update

BOARD ACTION REQUESTED:

Receive the Aitkin-Itasca-Koochiching Community Health Board Update.

BACKGROUND:

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. Community Health Board 2023 Overview_Itasca

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Aitkin-Itasca-Koochiching
Community Health Board

-
- MAGGIE ROTHSTEIN
 - JULY 18, 2023

AITKIN, ITASCA, KOOCHICHING
COMMUNITY HEALTH SERVICES BOARD
GRAND RAPIDS, MINNESOTA

ORGANIZATION SCHEDULE
January 1, 2023

Board	Position	County	Term Expires December 31
Donita Ettestad	Chair	Koochiching	2023
Ihleen Williams	Vice-Chair	Aitkin	2023
Betsy Johnson	Secretary	Itasca	2025
Lester Kachinske	SCHSAC Rep.	Itasca	2025
Laurie Westerlund	SCHSAC Alt.	Aitkin	2023
Cory Smith	Member	Itasca	2025
Ricky Roche	Member	Koochiching	2025
Margaret Rothstein	Administrator		Indefinite
Austin Rohling	Fiscal Officer	Itasca	Indefinite

INTRODUCTION

2

Our Mission:

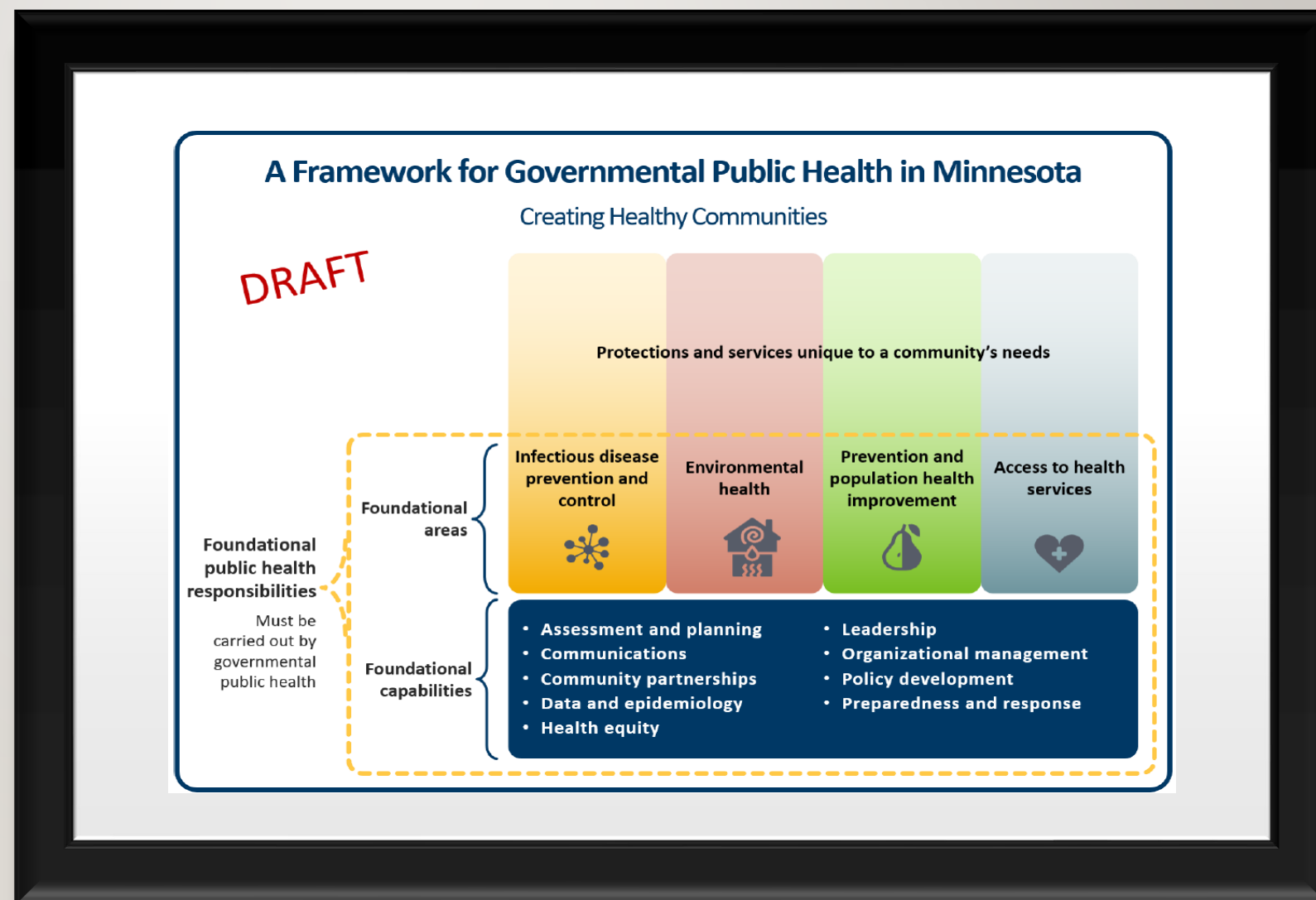
To lead efforts to prevent, promote, and protect the health of people and communities in the tri-county area.

3 MN STATUTE 145A

- Assure an Adequate Public Health Infrastructure
- Promote Healthy Communities and Behaviors
- Prevent the Spread of Communicable Disease
- Protect Against Environmental Health Hazards
- Prepare for and Respond to Emergencies and Assist in Recovery
- Assure Quality and Accessibility of Health Services

4

SYSTEM TRANSFORMATION: PUBLIC HEALTH FRAMEWORK



THANK YOU



MAGGIE ROTHSTEIN

MAGGIE.ROTHSTEIN@AITKIN-ITASCA-KOOCHICHINGCHB.ORG



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3192

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Compliance Program

BOARD ACTION REQUESTED:

Annually IMCare is requested to evaluate its Compliance Program. The 2023 Compliance Plan, Standards of Conduct and Related Policies and Procedures will be presented for board review and approval. Also the Q1 2023 Compliance Program Report will be reviewed.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2023 Compliance Plan, Standards of Conduct, and Related Policies and Procedures
2. Q1 2023 Compliance Program Report

07/19/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3191

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Daniel Swenson

AGENDA ITEM:

Public Hearing Re: Rezone Application Submitted by Jeff Peterson

BOARD ACTION REQUESTED:

Hold a Public Hearing Re: Rezone Application of Jeff Peterson and adopt the Resolution
Re: Application Submitted by Jeff Peterson to Rezone Property from Rural Residential to Light
Industrial Commercial for Property located at 19-018-4120.

BACKGROUND:

Jeff Peterson has requested that the parcel listed above be rezoned so he can use the property for a private laundry service.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Peterson Rezone Packet

Motion To: Adopt the Resolution Re: Application Submitted by Jeff Peterson to Rezone Property from Rural Residential to Light Industrial Commercial for Property located at 19-018-4120 based upon the recommendation and Findings of Fact, Conclusions of Law and Order of the Itasca County Planning Commission.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

RESOLUTION 2023-31

RE: APPLICATION SUBMITTED BY JEFF PETERSON TO REZONE PROPERTY FROM RURAL RESIDENTIAL TO LIGHT INDUSTRIAL COMMERCIAL FOR PROPERTY LOCATED AT 19-018-4120

WHEREAS, the ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments, in accord with the Itasca County Comprehensive Land Use Plan "CLUP" by the procedures set forth in Article 20; and

WHEREAS, on 6/7/2023, Jeff Peterson submitted an application for rezone from Rural Residential to Light Industrial Commercial on Parcel 19-018-4120 in order to relocate his ServiceMaster business (a private laundry service); and

WHEREAS, the parcel is adjacent to Rural Residential zoning to the north, west, and south and Light Industrial Commercial Zoning to the east.

WHEREAS, on June 28, 2017, Harris Township updated their Comprehensive Land Use Plan - page 11 identifies, "The Highway 169 corridor running south to north through the community, across Pokegama Lake and into Grand Rapids represents Harris' best opportunity to enhance its property tax base through commercial and light industrial development. In general terms, the community supports: North of Pokegama Lake: the area supported for potential future commercial development is expanded to include most of both sides of the highway. The Township favors commercial development that requires highway access and visibility, large lots and open areas (e.g., auto dealerships, contractors, storage, etc.) but commercial/light industrial development of any suitable and allowable nature will be supported.

WHEREAS, the purpose of the Light Industrial Commercial Zoning District is to: protect and promote the continuation of light commercial areas in Itasca County that have historically contained these uses and therefore have developed compatible commercial patterns and transportation infrastructure; to make land available to meet the needs of commercial establishments and light industrial plants in the form of compact business development to avoid problems of mixed land use and traffic congestion; and to achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan.

WHEREAS, the CLUP additionally supports the designation of specific commercial areas along Highways 2, 169 and 38; and

WHEREAS, on 7/12/2023, the Planning Commission voted unanimously to approve the Rezone Application pursuant to Section 18.2.4 of the Itasca County Zoning Ordinance, and forwarded their recommendation for approval in the Findings of Fact dated 7/13/2023 for approval to the County Board in writing and within 30 days of the close of their hearing; and

WHEREAS, Section 20.3.4, a rezone or amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission that all of the following exist:

the proposed zoning does not substantially conflict with the CLUP; the proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels; the original zoning was inconsistent with the CLUP; or an error was made in the CLUP which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the CLUP and the zoning being amended; and a clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner; and

WHEREAS, the rezone from Rural Residential to Light Industrial Commercial was recommended for approval to the County Board because:

- A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the adjacent parcel is zoned Light Industrial Commercial; the CLUP and Harris Township encourage business development;
- B. The proposed zoning is not spot zoning as the parcel is adjacent to Light Industrial Commercial zoning to the east;
- C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—there have been changes in the area with more business development and commercial expansion along the Highway 169 corridor; and
- D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—new business is encouraged and will increase tax base for the township; applicant will be moving his existing business; the Highway 169 corridor is becoming a more industrialized/light industrial commercial area and best location for expansion.

WHEREAS, the County Board conducted their public hearing on Tuesday, 7/18/2023, at 2:30 in the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN. Notice of the public hearing was published in the Grand Rapids Herald Review on 6/28/2023 and the Scenic Range NewsForum on 6/29/2023; and

WHEREAS, the County Board members utilized their independent judgment, reviewed the Planning Commission's recommendation for approval and used a criteria sheet to determine approval of the rezone application at the public hearing.

NOW THEREFORE BE IT RESOLVED that the County Board of Commissioners hereby enacts ordains and adopts the zoning map amendments recommended by the Planning Commission that accompanies this resolution.

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

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 18th day of July 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 18th day of July A.D. 2023.



Administrator

DATE 5/6/23 PHONE # _____ PERMIT # _____

ITASCA COUNTY APPLICATION TO AMEND ZONING MAP/REZONE

APPLICANT/ADDRESS 20122 Crystal Springs Loop
Jeffrey Peterson

AGENT/ADDRESS _____

PROPERTY ADDRESS 33002 Diamond Rd

PROPERTY DESCRIPTION/PARCEL # 19-018-4120, E 250' of NE SE less S 970.8'
S. 18, 54-25

LAKE NAME/CLASS N/A EX. USE Personal

ZONING DISTRICT [EXISTING]

Rural Residential

ZONING DISTRICT [PROPOSED]

Light Industrial Commercial

Reason for Proposed Amendment or Zone Change adding private laundry S/S.
laundry for resorts

Attach to this form a map showing property location, all properties within 300', dimensions of existing and proposed buildings, all streets and roads, North direction and any other information pertinent to this request.

SITE INSPECTION: A site inspection shall be made by the Board and the applicant acknowledges that no one can be prohibited from coming onto the property _____. Yes. The applicant chooses a site inspection by staff _____. Yes.

SIGNATURE/DATE: _____

On 4/7/23, the Zoning Office received the completed application, accompanying information and the fee is paid in full

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: August 6, 2023.

On _____ Planning Commission/BoA authorized an extension for the following reasons with an expiration date of: _____

Authorizing Signature and Date: _____

On _____ the applicants hereby waive the time frame requirements set forth in MS#15.99:

Witness: _____

Signatures

RECOMMENDATION

TOWN BOARD OF _____ APPROVAL CHAIR _____
OR AMEND DATE _____
UNORGANIZED TOWNSHIP REJECTION COMMISSIONER _____
REASONS: _____

Amendments to the Zoning Map/Rezone shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
2. The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of context with surrounding lots or parcels.
3. The original zoning was inconsistent with the comprehensive or land use plan; or an error was made in the comprehensive or land use plan which should be corrected along with the zoning; or substantial changes have occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan/s and the zoning being amended.
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the land owner.

RECOMMENDATION:

On 7/12/2023 the Planning Commission/Board of Adjustment, unanimously/ majority vote recommends, to the County Board of Commissioners, APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by Jeff Peterson for rezone from Rural Residential to Light Industrial Commercial

Daniel D. Butler
Chairperson – Itasca County Planning Commission/Board of Adjustment

On _____ the County Board of Commissioners unanimously/ majority vote recommends APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by _____

Chairperson – Itasca County Board of Commissioners

Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law.

In accordance with Section 18.4 of the Zoning Ordinance, all decisions by the County Board shall be final. Judicial review of these decisions by injunction, mandamus, declaratory judgment or other remedy shall be in the manner prescribed by law.

Amendment/Rezone Application for:

HARRIS TOWNSHIP'S "FACTS OF FINDING"
Criteria Necessary for Granting a Recommendation for a
REZONE REQUEST

To make an affirmative recommendation of a Rezone Request to the Itasca County Planning Commission and Board of Adjustment, the Harris Town Board must identify all positive findings as specified

REQUEST FROM: J. B. Peterson

DATE June 28, 2023

REQUEST FOR: Rezone

1. Are terms of the rezone consistent with the Harris Township Comprehensive Plan? Yes or No or N/A

Comments:

2. Will this request be considered a spot rezone?

Yes or No or N/A

Comments:

3. If granted, will the rezone maintain the essential character of the neighborhood?

Yes or No or N/A

Comments:

4. Have environmental concerns or precautions been addressed?

Yes or No or N/A

Comments:

6. Have boundary/property lines been found, correctly identified, and agreed upon by all property owners involved?

Yes or No or N/A

Comments:

6. Will the site have sufficient vehicle access in and out of the property, and will there be adequate parking space (if applicable)?

Yes or No or N/A

Yes or No or N/A

Comments:

Other Comments:

Motion Made by Supervisor Davies.
And seconded by Supervisor Kelly. Motion Carried

Based on the criteria above, the Harris Town Board will make the following recommendation to the Itasca County Planning Commission / Board of Adjustment regarding the Rezone Request:

✓ RECOMMEND AS PRESENTED/REQUESTED

 DO NOT RECOMMEND

 RECOMEND IF AMENDED AS FOLLOWS:

Signed, the Harris Township Board of Supervisors:

Peggy Clayton Peggy Clayton, Chair

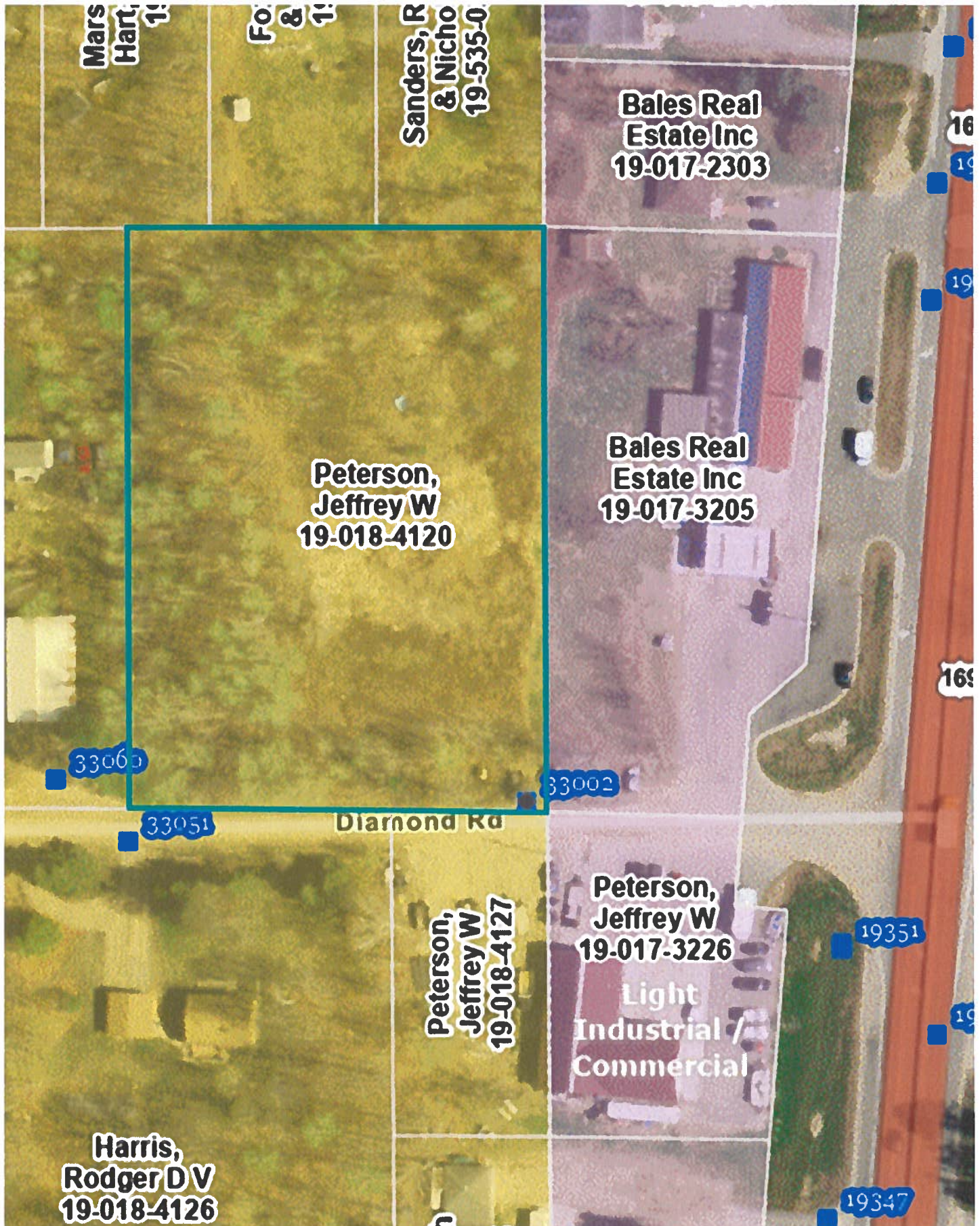
Mike Schack Mike Schack

Ryan Davies Ryan Davies

Dan Gilbert Dan Gilbert

Note:

The Harris Town Board reserves the right to change or amend their recommendation, based on new information, up until the scheduled public hearing by the Itasca County Planning Commission / Board of Adjustment



In Re:

FINDINGS OF FACT, CONCLUSIONS OF LAW,
RESOLUTION AND ORDER

Rezone application for: Jeff Peterson, 20122 Crystal Springs Loop, Grand Rapids, MN 55744

Property Location/Address: 33002 Diamond Rd., Grand Rapids, MN 55744
E 250' of NE SE less S 970.8', Section 18, Harris Township 54-25
Parcel #19-018-4120

The rezone application, submitted by Jeff Peterson, to rezone from Rural Residential to Light Industrial Commercial on the above parcel came before the Planning Commission/Board of Adjustment at their regular meeting on 7/12/2023 with Jeff Peterson present as representative. Also present were the following: Dan Butterfield, Mike Bellomy, Richard Kortekaas, Mike Oja, Lisa Maasch and Environmental Services Coordinator Greg Stoltz. Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcel is:
 - a. Approximately 2.00 acres in area;
 - b. Zoned Rural Residential;
 - c. Non-shoreland;
 - d. Borders Diamond Rd., a private easement road;
 - e. Located in Harris Township T54 R25, Commissioner District #4 and
 - f. Developed with a pole building, septic and well.
2. On 6/7/2023, Jeff Peterson submitted an application for rezone from Rural Residential to Light Industrial Commercial.
3. The applicant proposes to use the property for a private laundry service. The acreage is consistent with the Light Industrial Commercial zoning district requirements and there is an adjacent and several nearby properties utilized commercially.
4. The property is adjacent to Rural Residential zoning to the north, south and west and Light Industrial zoning to the east.
5. On June 28, 2017, Harris Township updated their Comprehensive Land Use Plan and – page 11 identifies, “The Highway 169 corridor running south to north through the community, across Pokegama Lake and into Grand Rapids represents Harris’ best opportunity to enhance its property tax base through commercial and light industrial development. In general terms, the community supports: North of Pokegama Lake: the area supported for potential future commercial development is expanded to include most of both sides of the highway. The Township favors commercial development that requires highway access and visibility, large lots and open areas (e.g., auto dealerships, contractors, storage, etc.) but commercial/light industrial development of any suitable and allowable nature will be supported.
6. Section 20.3.4, a Rezone or Amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission/BoA that all of the following exist:
 - A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
 - B. The proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or

- parcel out of context with surrounding lots or parcels.
- C. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended.
 - D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner.
7. Per Section 7.1, the purpose of the Rural Residential Zoning District is:
The Rural Residential Zoning District is intended to provide a residential district that is predominantly shoreland and rural in character and allows activities that do not degrade the rural residential character. This zoning district shall be used to promote a high quality residential living environment.
8. Per Section 8.1, the purpose of the Light Industrial Commercial Zoning District is:
The purpose of the Light Industrial Commercial Zoning District is to implement the following goals including those contained in the Itasca County Comprehensive Land Use Plan:
- 8.1.1 To protect and promote the continuation of light commercial areas in Itasca County that have historically contained these uses and therefore have developed compatible commercial patterns and transportation infrastructure;
 - 8.1.2 To make land available to meet the needs of commercial establishments and light industrial plants in the form of compact business development to avoid problems of mixed land use and traffic congestion; and
 - 8.1.3 To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan.
9. The Comprehensive Land Use Plan/Transportation Goal/Commercial/Industrial Objective/Commercial corridors – supports the designation of specific commercial areas along Highways 2, 169 and 38.
10. Notice of the Planning Commission/BoA 7/10/2023 site inspection, 7/12/2023 public hearing and 7/18/2023 County Board public hearing was published in the 6/28/2023 issue of the *Grand Rapids Herald Review* and the 6/29/2023 issue of the *Scenic Range News Forum*.
11. As required in Article 18, notice of the 7/12/2023 Planning Commission/BoA hearing and the 7/18/2023 County Board hearing was sent to applicants, property owners within 1/2 mile of the affected property and Harris Township Clerk for their information and comment.
12. On 6/28/2023, Harris Township has recommended approval of the rezone application.
13. The site was viewed by the PC/BoA on 7/10/2023 (Member Bellomy viewed the site on 6/27/2023).
14. In accordance with Section 20.3.1, the Planning Commission/BoA shall conduct at least one public hearing on all property zoning map amendments and report [their recommendation] to the County Board in writing within 30 days of the close of the hearing/s.
15. The County Board will conduct their public hearing on Tuesday, 7/18/2023, in the County Board Room of the Courthouse and the meeting will begin at 2:30 p.m.
16. Per Section 20.3.2, upon the filing of a report by the Planning Commission/BoA or upon expiration of the 30-day period, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.

17. In accordance with Minnesota Statue 15.99, Itasca County must approve or deny the rezone application within 60 days of submission which is 8/6/2023.
18. The record consists of:
PCBA 01- Rezone application submitted 6/7/2023, Harris Township findings (3 pgs.);
PCBA 02- Zoning map;
PCBA 03- Notice dated 6/26/2023 to property owner;
PCBA 04- Notice dated 6/26/2023 to Harris Township Clerk;
PCBA 05- Notice dated 6/26/2023 to affected property owners, map, list of affected of property owners (8 pg.);
PCBA 06- Staff report dated 7/7/2023 (3 pgs.);
PCBA 07- Criteria forms completed by the PCBA members (5 pgs.).

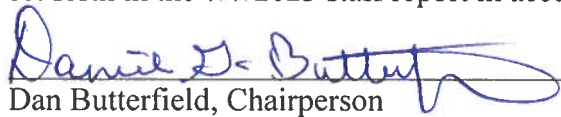
CONCLUSIONS OF LAW

The rezone from Rural Residential to Light Industrial Commercial is recommended for approval to the County Board because:

- A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the adjacent parcel is zoned Light Industrial Commercial; the CLUP and Harris Township encourage business development;
- B. The proposed zoning is not spot zoning as the parcel is adjacent to Light Industrial Commercial zoning to the east;
- C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—there have been changes in the area with more business development and commercial expansion along the Highway 169 corridor; and
- D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—new business is encouraged and will increase tax base for the township; applicant will be moving his existing business; the Highway 169 corridor is becoming a more industrialized/light industrial commercial area and best location for expansion.

RESOLUTION

Now therefore, Butterfield/Bellomy motioned to recommend (to the County Board) approval of the rezone application submitted by Jeff Peterson for rezone from Rural Residential to Light Industrial Commercial as set forth in the 7/7/2023 staff report in accordance with the conclusions of law. Motion carried unanimously.

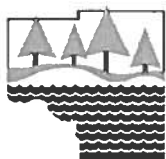

Dan Butterfield, Chairperson

7-13-2023
Date

ATTEST:

Greg Stoltz, Environmental Services Coordinator

7-13-2023
Date



ITASCA COUNTY
PLANNING COMMISSION/BOARD OF ADJUSTMENT
123 NE 4th St
Grand Rapids, MN 55744
(218) 327-2857

Wednesday, 7/12/2023

9:00 A.M.

Itasca County Boardroom

The regular meeting of the Itasca County Planning Commission/Board of Adjustment (PC/BoA) was held on Wednesday, 7/12/2023, at 9:00 a.m. in the County Board Room of the Courthouse with the following in attendance:

MEMBERS PRESENT: Dan Butterfield, Mike Bellomy, Richard Kortekaas, Mike Oja, Lisa Maasch;

ABSENT: None;

EXOFFICIO: Environmental Services Coordinator Greg Stoltz; Katie Benes;

GUESTS: Jeff Peterson, Peggy Clayton, Carolyn Davis, Chad Koch (via phone).

Chair Butterfield called the Planning Commission/Board of Adjustment meeting to order, opening with the Pledge of Allegiance. Copies of the agenda and opening statement were available for the audience.

Agenda. Upon the motion of Maasch/Kortekaas, which carried unanimously, the agenda was approved as distributed.

Minutes. Upon the motion of Maasch/Kortekaas, which carried unanimously, the minutes of the 6/14/2023 hearing were approved as distributed.

✓ **Jeff Peterson/Rezone**—(E 250' of NE SE Less S 970.8', Section 18, Harris Township 54-25, Parcel #19-018-4120)—submitted a rezone application for rezone from Rural Residential to Light Industrial Commercial. An aerial map was displayed on the overhead screen and reviewed. Jeff Peterson was present and discussed his rezone application and comments included he is requesting the rezone since he would like to relocate his ServiceMaster business (private laundry service) to the property. Bellomy/Oja motioned to close the public portion of the meeting which carried unanimously. There was discussion and Butterfield/Oja motioned to re-open meeting. Peggy Clayton, Harris Township, was present and commented that Harris Township has recommended approval of the rezone application.

Motion: Butterfield/Bellomy to recommend (to the County Board) approval of the rezone application submitted by Jeff Peterson for rezone from Rural Residential to Light Industrial Commercial as set forth in the 7/7/2023 staff report. Motion carried unanimously.

(County Board hearing will be scheduled for 7/18/2023).

Kortekaas/Oja motioned to adjourn the Planning Commission meeting and open the Board of Adjustment meeting and motion carried unanimously.

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeffrey Peterson

Property Location: 33002 Diamond Rd, Grand Rapids, MN 55744 (PID 19-018-4120)

Present Zone District: Rural Residential Proposed Zoning District: Light Indust./Comm

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: No conflict
similar zoned next door
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: adjacent parcels zoned Lt. Ind./comm
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: Changes in the area, getting more businesses
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: New business encourages, increased tax base for township

Recommendation to County Board:

Approval

Rejection

Daniel D. Buttery
Chairperson of the Planning Commission/BoA

2-12-2023
Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeffrey Peterson

Property Location: 33002 Diamond Rd, Grand Rapids, MN 55744 (PID 19-018-4120)

Present Zone District: Rural Residential Proposed Zoning District: Light Indust./Comm

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not:

SHALL NOT. THIS REZONE WILL ENCOURAGE BUSINESS DEVELOPMENT

2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:

SHALL NOT. ADJACENT TO LIGHT INDUSTRIAL ZONED LOTS

3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not:

THE HIGHWAY 169 CORRIDOR IS BECOMING MORE INDUSTRIALIZED MAKING REZONES NECESSARY.

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:

YES SAME AS #3

Recommendation to County Board:

Approval

Rejection

Mike Bellamy
7-12-23

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeffrey Peterson

Property Location: 33002 Diamond Rd, Grand Rapids, MN 55744 (PID 19-018-4120)

Present Zone District: Rural Residential Proposed Zoning District: Light Indust./Comm

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not:

No it Does not -

2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: *It will not -*

3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not:

Many Business in the same Area

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:

Moving his business and used for contracting business

Recommendation to County Board:

Ruthie Karlstrom 7-12-23

Approval

Rejection

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeffrey Peterson

Property Location: 33002 Diamond Rd, Grand Rapids, MN 55744 (PID 19-018-4120)

Present Zone District: Rural Residential Proposed Zoning District: Light Indust./Comm

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: *NO - Comp Plan incl Davis Trwp promotes new commercial business*
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: *NO - All property east is 3 and light industrial.*
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: *Major commercial expansion since late 60's when zoning was developed.*
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: *NO benefit to landowner as major business are located along 169 S. Corridor*

Recommendation to County Board:

Approval

Rejection

*MDD / Approval
7/12/2003*

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeffrey Peterson

Property Location: 33002 Diamond Rd, Grand Rapids, MN 55744 (PID 19-018-4120)

Present Zone District: Rural Residential Proposed Zoning District: Light Indust./Comm

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: no - It encourages businesses growth.
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: no it will not → There are business all around & they are zoned light industrial/dev.
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: new businesses have been being developed around the area, therefore, it should all be zoned light industrial/dev.
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: this area is turning into light indus. commercial and best space for expansion.

JPM 7-12-23

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission/BoA

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3194

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Headwaters Comprehensive Watershed Management Plan, Workplan and Budget Adjustment

BOARD ACTION REQUESTED:

Approve the adjusted work plan and budget.

BACKGROUND:

The current Headwaters comprehensive watershed management workplan and budget became effective April 22nd 2022, and is effective through 2024. After a year of implementation, projected needs are proving different than reality, and therefore a workplan and budget update is being proposed. This proposed update reduces funding available for forest and agriculture conservation efforts, and increases shoreland and stormwater management funding. The shifting of funds results in approximately a \$1,500 increase of funding to Itasca County. Most significant Itasca County changes include shifting funding from cost sharing forest stewardship plans and shoreline restoration projects, to stormwater management; specifically, an assessment of existing stormwater infrastructure in the City of Deer River, and a public road culvert inventory in the watershed area of Itasca County (SW and W central). Approval of the edited workplan and budget is needed by all ten participating SWCD and County Boards. The Itasca SWCD Board approved the updated budget and workplan at its 7-11-23 Regular Board meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Budget Adjustment
2. Headwaters policy meeting notes 06-26-2023
3. 2022-2023 Watershed Based Implementation Funding Budget and Workplan
4. UMHWCCounty%_breakdown

07/19/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/25/2023 2:30 PM
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Budget Update Per Issue	2022 Watershed Based Implementation Fund Budget	2023 Watershed Based Implementation Fund Budget	Comparison
Forest Stewardship	\$ 121,233.00	\$ 94,470.16	\$ (26,762.84)
Lake Stewardship	\$ 134,576.00	\$ 147,928.40	\$ 13,352.40
Agriculture Stewardship	\$ 289,517.00	\$ 171,664.44	\$ (117,852.56)
Urban Stewardship	\$ 113,388.00	\$ 204,681.00	\$ 91,293.00
Environmentally Sensitive Lands	\$ 32,330.00	\$ 25,800.00	\$ (6,530.00)
Subsurface Sewage Treatment System Management	\$ 10,010.00	\$ 10,010.00	\$ -
Water Course Stewardship	\$ 46,050.00	\$ 90,050.00	\$ 44,000.00
Drinking Water Stewardship	\$ 10,500.00	\$ 10,500.00	\$ -
Invasive Species Management	\$ 900.00	\$ 3,400.00	\$ 2,500.00
Administration	\$ 43,077.00	\$ 43,077.00	\$ -
Technical and Engineering Assistance	\$ 60,000.00	\$ 60,000.00	\$ -
Total	\$ 861,581.00	\$ 861,581.00	

Staff Budget Update Per County	2022 Watershed Based Implementation Fund Budget	2023 Watershed Based Implementation Fund Budget	Comparison
Beltrami	\$ 99,494.50	\$ 100,744.50	\$ 1,250.00
Cass	\$ 28,117.50	\$ 45,117.50	\$ 17,000.00
Clearwater	\$ 57,305.00	\$ 57,305.00	\$ -
Hubbard	\$ 40,480.50	\$ 40,480.50	\$ -
Itasca	\$ 55,812.50	\$ 37,162.50	\$ (18,650.00)
admin	\$ 43,077.00	\$ 43,077.00	\$ -
forest plan writer incentive	\$ 15,000.00	\$ -	\$ (15,000.00)
mailers	\$ 4,250.00	\$ 4,250.00	\$ -
TSA/Cuonsultants	\$ 60,000.00	\$ 60,000.00	\$ -
Total	\$ 403,537.00	\$ 388,137.00	

Project Budget Update Per County	2022 Watershed Based Implementation Fund Budget	2023 Watershed Based Implementation Fund Budget	Comparison
Beltrami	\$ 127,951.42	\$ 205,606.13	\$ 77,654.71
Cass	\$ 39,472.00	\$ 39,472.00	\$ -
Clearwater	\$ 159,283.74	\$ 93,107.18	\$ (66,176.56)
Hubbard	\$ 68,012.42	\$ 69,063.56	\$ 1,051.14
Itasca	\$ 63,054.42	\$ 66,195.13	\$ 3,140.71
Total	\$ 457,774.00	\$ 473,444.00	

Actually:
(1,650.00)

3,140.71
- 1,650.00
+ 1,490.71
overall

Public road culvert inventory in Itasca Co.

Mississippi River Headwaters Policy Meeting Notes

June 26 2023

- Budget updates
 - Overall increases in Lake Stewardship, Urban Stewardship, Water Course Stewardship, and Invasive species management.
 - Increases are due to additional lakeshore projects, a couple of stormwater projects in Bemidji, a stormwater scoping project in Deer River, a new restoration project on the Mississippi River in Beltrami County, public works BMP management training, and a buckthorn education event.
 - Overall decreases in Forest Stewardship, Agriculture Stewardship, and Environmentally Sensitive Lands.
 - The reason for not needing the 2022 budget is likely due to more time needed for outreach and awareness.
 - Largest shift of project dollars is coming from the agriculture issue, most of which were identified for Beltrami.
 - No major changes for Beltrami, Clearwater, or Hubbard staffing dollars.
 - Big shift of staff dollars from Itasca to Cass, to complete culvert inventory this fall.

2022 - 2023 Watershed Based Implementation Funding Budget and Workplan

Projects may be completed 2022 - 2024

The Mississippi River Headwaters Watershed Comprehensive Plan partners will primarily focus on projects related to Forest Stewardship, Lake Stewardship, Agricultural Stewardship, and Urban Stewardship.



Higher Priority	----->	Lower Priority
• Lake Stewardship • Forest Stewardship • Urban Stewardship • Agriculture Stewardship	• Environmentally Sensitive Lands • Subsurface Sewage Treatment System Management • Water Course Stewardship	• Drinking Water Stewardship • Invasive Species Management

Watershed Based Implementation Fund Budget:

\$	94,470.16	Forest Stewardship
\$	147,928.40	Lake Stewardship
\$	171,664.44	Agriculture Stewardship
\$	204,681.00	Urban Stewardship
\$	25,800.00	Environmentally Sensitive Lands
\$	10,010.00	Subsurface Sewage Treatment System Management
\$	90,050.00	Water Course Stewardship
\$	10,500.00	Drinking Water Stewardship
\$	3,400.00	Invasive Species Management
\$	43,077.00	Administration
\$	60,000.00	Technical and Engineering Assistance
\$	861,581.00	Total

Forest Stewardship**\$ 94,470.16**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Targeted Locations: RAQ scores over 7 in higher priority minor watersheds.

Plan Goals:

1. Integrate a watershed forest model and database.
2. Increase protected forestlands by 30,500 acres across priority lake watersheds.

Plan Progress 2022-2023 Outcomes:

1. Increase protection by 8,356 acres
2. Implement 41 forest BMPs
3. Complete forest modeling
4. Coordinate local forest technical team

2022 Milestones	Accomplishments
Enroll 1,580 forest stewardship acres into a protection program within the Headwaters Implementation Region	
Enroll 1,838 forest stewardship acres into a protection program within the Cass Lake Implementation Region	
Enroll 1,009 forest stewardship acres into a protection program within the Pokegama Implementation Region	
Assist Headwaters Implementation Region private landowners on 11 forestry BMPs	
Assist Cass Lake Implementation Region private landowners on 15 forestry BMPs	
Assist Pokegama Implementation Region private landowners on 11 forestry BMPs	
Lead 3 local forestry technical teams	
Develop a watershed forestry database and tracking system	

2023 Milestones	Accomplishments
Enroll 1,580 forest stewardship acres into a protection program within the Headwaters Implementation Region	
Enroll 1,838 forest stewardship acres into a protection program within the Cass Lake Implementation Region	
Enroll 1,009 forest stewardship acres into a protection program within the Pokegama Implementation Region	
Assist Headwaters Implementation Region private landowners on 12 forestry BMPs	
Assist Cass Lake Implementation Region private landowners on 15 forestry BMPs	
Assist Pokegama Implementation Region private landowners on 12 forestry BMPs	
Lead 4 local forestry technical teams	
Completion of a forest model	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Lake Stewardship**\$ 147,928.40**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Locations: MN DNR Score the Shore

Plan Goals:

1. Improve two miles of lakeshore habitat on Tier 1 and Total Maximum Daily Load (TMDL) lakes, and one mile on Tier 2 Lakes
2. Reduce phosphorus by 5% of the total load reduction needed for each of the Tier 1 Lake

2022-2023 Outcomes:

1. 8 stormwater BMPs
2. 2,290 linear feet of buffer installation
3. 741 linear feet of shoreline restoration
4. Shoreline impervious surface analysis

2022 Milestones	Accomplishments
Complete 2 stormwater BMPs on priority lakes	
Complete 572 linear feet of buffer installation	
Complete 185 linear feet of shoreline restoration	
Quantify near-shore impervious surfaces	

2023 Milestones	Accomplishments
Complete 6 stormwater BMPs on priority lakes	
Complete 1,717 linear feet of buffer installation	
Complete 555 linear feet of shoreline restoration	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Agriculture Stewardship**\$ 171,664.44**

Priority Resources: Grace Lake, Little Turtle Lake, Lake Bemidji, Lake Irving, Turtle River Lake, Gull Lake, Lake Pokegama, Lake Plantagenet, and Big Lake

Locations: SSS (Soils, Slope, Stream Proximity) ranking over 7

Plan Goals:

1. Optimize fertilizer and manure rates based on soil testing and farm planning on 331 farms in priority lake watersheds
2. In priority lake watersheds, Increase agriculture stewardship practices on 16,486 acres
3. Increase pasture management and access control on 30 farms in priority lake watersheds

2022-2023 Outcomes:

1. Soil testing and farm planning on 64 fields
2. Soil health BMPs over 1,600 acres
3. Pasture BMPs on 7 farms
4. Increase Agricultural Water Quality Certification participation
5. Increase nutrient management program participation
6. Provide access to a No-till drill

2022 Milestones	Accomplishments
Initiate soil testing and farm planning over 32 fields	
Implement 800 acres of soil health BMPs	
Implement pasture BMPs on 1 farms	
Enroll 1 landowner into the Ag. Water Quality Certification Program	
Enroll 1 landowner into the nutrient management program	
Obtain a no-till drill for soil health program	

2023 Milestones	Accomplishments
Initiate soil testing and farm planning over 32 fields	
Implement 800 acres of soil health BMPs	
Implement pasture BMPs on 5 farms	
Enroll 1 landowner into the Ag. Water Quality Certification Program	
Enroll 1 landowner into the nutrient management program	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Urban Stewardship**\$ 204,681.00**

Priority Cities: Bemidji, Cass Lake, Deer River, and Cohasset

Locations: TBD

Plan Goals:

1. Develop a stormwater retrofit analysis identifying stormwater projects for implementation
2. Municipalities develop local low-impact designs and layouts that reduce generated runoff and pollutants by preserving natural areas, disconnecting and distributing runoff, and reducing overall impervious cover
3. Develop winter maintenance plans and provide tools for chloride management certification for private contractors, cities, townships, and counties

2022-2023 Outcomes:

1. Stormwater retrofit analysis for each of the four cities
2. Install four stormwater BMPs

2022 Milestones	Accomplishments
Complete retrofit analysis for each of the four cities within the Watershed	
Install 1 stormwater BMP	
Inventory, inspection, and identification of private pipes within the City of Bemidji	
Brine equipment for road management in Cass County	
Conduct 2 MPCA Salt Workshops for County, City, and private contractor staff	

2023 Milestones	Accomplishments
Install 3 stormwater BMPs	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments



Environmentally Sensitive Lands

\$ 25,800.00

Priority Resources: Wild rice lakes and Mississippi River corridor

Locations: Priority wild rice lakes and MHB parcel scoring

Plan Goals:

- 1. Protect 4,000 acres of habitat
- 2. Update wild rice inventory
- 3. Explore options to protect local School Trust Lands
- 4. Restore 20 acres of habitat

2022-2023 Outcomes:

- 1. Three easements
- 2. Update wild rice inventory
- 3. Restore 2 acres of habitat

2022 Milestones	Accomplishments
Re-evaluate wild rice lake priority lists	

2023 Milestones	Accomplishments
Three easements	
Restore 2 acres of habitat	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Subsurface Sewage Treatment System Management

\$ 10,010.00

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Plan Goals:

1. Work with County Environmental Service Department directors identifying opportunities for

2. Through voluntary assessments, inspect sewage treatment systems on Tier 1 lakes and high-

3. Expand opportunities for financial assistance programs for subsurface sewage treatment system upgrades

2022-2023 Outcomes:

1. Modernize local databases

2. Implement zero-interest loan program

2022 Milestones	Accomplishments
Build SSTS database in Beltrami County	

2023 Milestones	Accomplishments

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Water Course Stewardship**\$ 90,050.00**

Priority Resources: Bear Creek and Lake Pokegama

Locations: To be determined after inventory

Plan Goals:

1. Increase aquatic connectivity through forest road closure recommendations in the Chippewa
2. Coordinate dam management or replacement
3. Coordinate culvert inventories with local road authorities and replace as needed
4. Maintain the Mississippi River Headwaters Watershed mean annual discharge of 2,579-2,777

2022-2023 Outcomes:

1. Culvert replacement
2. Pokegama ditch checks
3. Watershed-wide culvert inventory
4. Federal forest roads review
5. Determine non-contributing areas

2022 Milestones	Accomplishments
Initiate culvert inventory and build database	
Partner with USFS in reviewing minimal-use forest roads	
Mississippi High Banks campsite bluff restoration	

2023 Milestones	Accomplishments
Survey and design 1 culvert replacement	
Creation of hydrologically corrected Digital Elevation Model	
Install ditch checks along Pokegama causeway	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Drinking Water Stewardship**\$ 10,500.00**

Priority Resources: High nitrate and arsenic wells and DWSMAs

Locations:

Plan Goals:

1. Improve protection practices and programs through inventories, databases, and creation of
2. Work with the Minnesota Department of Health (MDH) to inform public of potential health risks
3. Locate and seal 10 wells per year or flood-prone private wells per year to prevent groundwater
4. Monitor and provide technical assistance to 10% of the existing private wells in the Mississippi

2022-2023 Outcomes:

1. Geologic atlas
2. Development of public health risk information
3. Survey of wells within the floodplain
4. Request flooded well test kits
5. Well sealing
6. Develop template for private well protection plans

2022 Milestones	Accomplishments
Develop outreach materials for potential health risks in groundwater	
Request flooded well test kits from MDH	
Seal 10 wells	
Development of private well head protection information for local planning	

2023 Milestones	Accomplishments
Complete staff training with MN Geological Survey to locate wells using in-	
Conduct survey of wells within the floodplain zone	
Seal 10 wells	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

**Invasive Species Management****\$ 3,400.00**

Priority Resources:

Locations:

Plan Goals:

1. Enhanced coordination of local aquatic invasive species (AIS_ plan implementation by organizing
2. Facilitate integrated pest management based on impact to the resource and to the invasive
3. Restore 25 acres of native plant communities through an ecosystem approach

2022-2023 Outcomes:

1. Coordination of AIS meetings
2. Creation of cooperative weed management area

2022 Milestones	Accomplishments
Coordinate an annual AIS meeting for local staff	

2023 Milestones	Accomplishments
Coordinate an annual AIS meeting for local staff	
Initiate a Cooperative Weed Management Area	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Administration**\$ 43,077.00**

2022 Milestones	Accomplishments
Finalize adoption of MOA and bylaws for plan implementation	
Create tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Work on policy development for funding implementation	
Enter into sub-agreements for distribution of funds	
Complete payments for work accomplished	
Provide quarterly grant reports to the Policy Committee	
Conduct 4 Policy Committee meetings	
Conduct 6 Advisory Committee meetings	

2023 Milestones	Accomplishments
Maintain tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Provide quarterly grant reports to the Policy Committee	
Complete payments for work accomplished	
Complete BWSR grant reporting	
Conduct 4 Policy Committee meetings	
Conduct 6 Advisory Committee meetings	
Begin outline of work plan for next watershed based funding request	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments



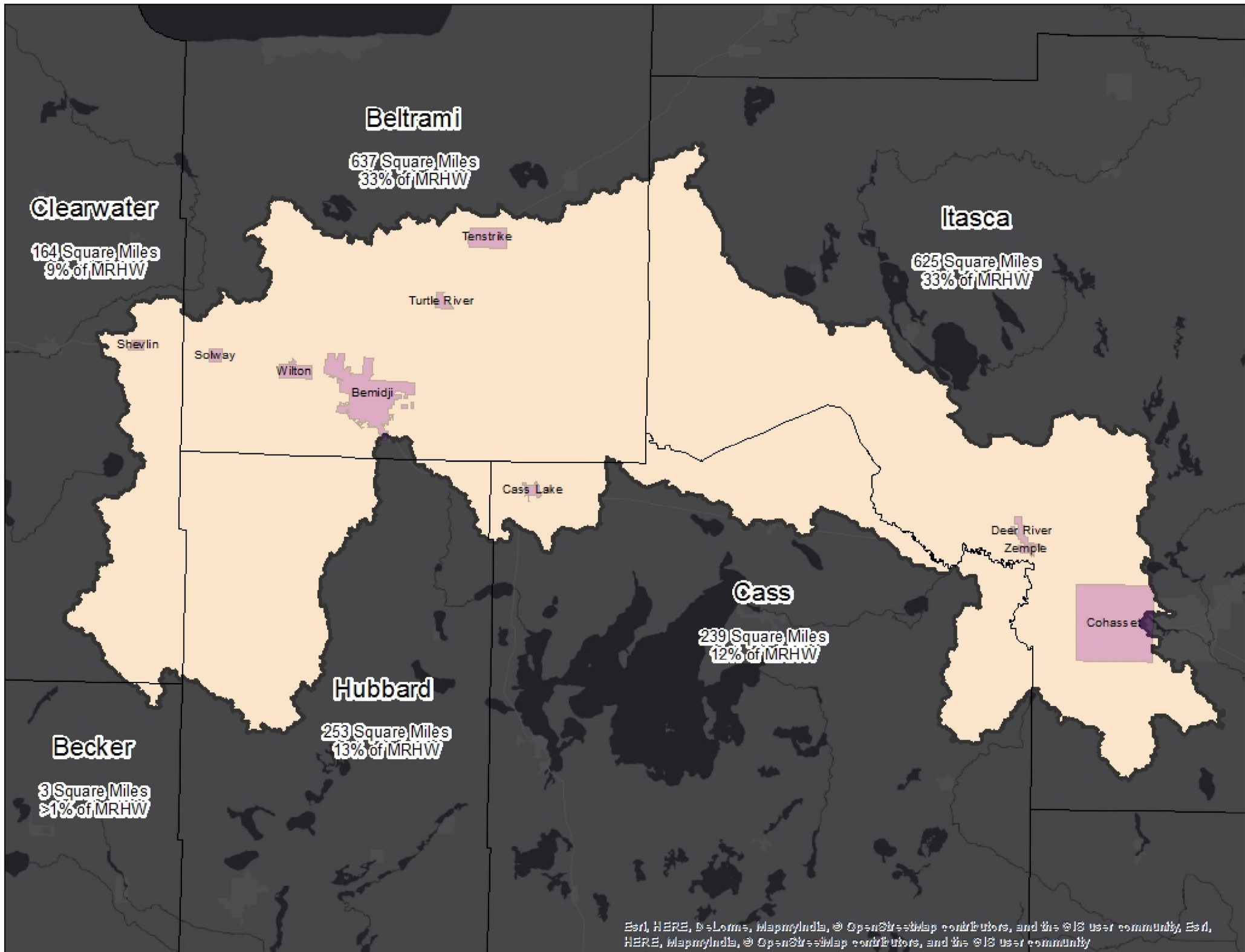
Engineering and Technical Assistance

\$ 60,000.00

2022 Milestones	Accomplishments
Complete survey and design one stormwater BMP	
Stormwater feasibility study	

2023 Milestones	Accomplishments
Complete survey and design three stormwater BMPs	
Survey and design 1 culvert replacement	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3161

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bid Award for Contract - 59832, CR 336 Bridge Replacement

BOARD ACTION REQUESTED:

Award Contract 59832 - CR 336 Bridge Replacement to S & R Reinforcing, Inc. and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on July 10, 2023 @ 11:00 am. Results of the opening are provided below.

Engineers Estimate	\$2,783,938.50
S & R Reinforcing Inc.	\$2,462,005.77
Redstone Construction Company	\$2,533,866.95
Lunda Constructors of Duluth Inc.	\$2,779,900.00
Robert R. Schroeder Construction Co.	\$2,973,840.11

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. CONTRACT 59832 - unsigned

07/11/2023

RESULT: PULLED FROM AGENDA

S T A T E O F M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement made this _____, _____ between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and S & R Reinforcing, Inc. of Aitkin MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CR 336 Bridge Replacement, as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after August 1, 2023, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

August 31, 2024

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M., this _____, day of _____, 2023

County of Itasca

By: _____

Burl Ives, Chairperson County Board

Austin Rohling, County Auditor / Treasurer

Contractor

By: _____

S & R Reinforcing, Inc.

Contractor

Approved as to form and execution this _____ Day of _____, 2023

Matti Adam, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3167

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Itasca Nursing Home - Grand Village Update

BOARD ACTION REQUESTED:

Receive update regarding Itasca Nursing Home - Grand Village.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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