



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 9, 2024

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 2, 2024 County Board Organizational/Work Session.

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

V. CONSENT AGENDA

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

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

1. Authorize HHS Director to sign the Region 3 Amendment pertaining to the Electronic Document Management System, pending County Attorney Review.
2. Authorize IMCare Director to sign the contract between IMCare and CliftonLarsonAllen LLP to complete an annual external financial audit.

3. Approve the Purchase of Service Agreement between Itasca County Probation and Dr. Beth Prewett, The Woods Therapy and Counseling Services PLLC for court ordered juvenile sex offender treatment services for the period of January 22, 2024, through June 30, 2025.
4. Accept the 2024 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement between the State of Minnesota and Itasca County, in the amount of \$57,499.00, and authorize the signature of Sheriff Dasovich and County Board Chair to the agreement and conflict of interest disclosure.
5. Authorize out of state travel to St. Louis, MO for Ashley Mohler, newly hired Mental Health Practitioner, to attend the 2024 Spring Conference on Correctional Health Care.

VI. REGULAR AGENDA

1. Citizen Input

AFSCME Council 65 Staff Representative Troy Bauch provided citizen input to request reasonable consideration to start labor negotiations earlier in the Spring versus waiting until Fall.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Recognition of County Employees

The following employees were recognized:

Congratulations to Katie Benes who has promoted from Administrative Support to Environmental Services Director with the Environmental Services Department, effective December 24, 2023.

Congratulations to Ashley Mohler who has transferred from Social Worker, Health & Human Services Department to Corrections Mental Health Professional with the Sheriff Department, effective December 24, 2023.

Welcome to new employee, Brian Castellano, Road Deputy with the Sheriff Department, effective January 8, 2024.

Welcome to new employee, Eric Riihinen, Civil Design Engineer with the Transportation Department, effective January 2, 2024.

Welcome to new employee, Anthony Hanson, Corrections Deputy with the Sheriff Department, effective January 2, 2024.

Farewell to Jonathan Tule, Assistant County Attorney, whose last day in the County Attorney will be January 12, 2024 after 3 months of service.

Farewell to Mary Beth Johnson, Legal Secretary, whose last day in the County Attorney department will be January 4, 2024 after 7 months of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 12, 2024, in the amount of \$4,338,536.80.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for December 2023, in the amount of \$2,135,205.43.

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

5. Addendum to Canister Site Operation Contract

Environmental Services Coordinator Greg Stoltz provided information regarding the request to approve an addendum to the Canister Site Operation Contract.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/16/2024 2:30 PM
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6. Request for Proposals (RFP) #SW-2024-2029

Motion To: Approve Request for Proposals (RFP) #SW-2024-2029.

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

7. Creation of Probation Advisory Board

Motion To: Adopt the Resolution Re: Creation of Probation Advisory Board and appoint Commissioners Johnson and Snyder to serve on said Board.

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

8. Legislative Delegation Luncheon

It was the consensus of the County Board to schedule a Legislative Delegation Luncheon with Itasca County legislators, Itasca County Lobbyist Flaherty & Hood, County Board members, and Department Heads on Tuesday, January 23, 2024 beginning at 12 PM in the Boardroom of the Itasca County Courthouse.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. IEDC/CEDA Expectations

Commissioners discussed economic and community development expectations to be included in contracts with Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA) for the provision of economic and community development services.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives reported on his attendance at a recent Itasca County Township Association (ICTA) meeting, as well as his continued follow-up regarding the ongoing snowmobile club trail liability insurance issue.

Commissioner Smith reported on his attendance at a recent Bowstring Airport Commission meeting.

Commissioner Venema reported on his attendance at a recent meeting regarding Nashwauk Ambulance Service and a Marble City Council meeting, as well as the need to hold another meeting regarding Courthouse security.

Commissioner Johnson reported on his upcoming plans to take a tour of the Correctional Facility/Courts Construction project.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 3:33 PM.

ATTEST



John Johnson
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, January 9, 2024

RESOLUTION 2024-2

RE: CREATION OF PROBATION ADVISORY BOARD

WHEREAS, Minnesota Statute 401.02 requires the creation of a local advisory board.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby approves the creation of the Probation Advisory Board, pursuant to the above statute.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of January A.D. 2024 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 9th day of January A.D. 2024.

Administrator



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 2, 2024

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. ELECTION OF OFFICERS

Chair Ives called for nominations for Chair of the County Board for the year 2024.

Motion To: Cast a unanimous ballot for Commissioner John Johnson as Chair of the County Board for the year 2024.

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

Chair Johnson called for nominations for Vice-Chair of the County Board for the year 2024.

Motion To: Cast a unanimous ballot for Commissioner Casey Venema as Vice-Chair of the County Board for the year 2024.

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

IV. APPROVAL OF AGENDA

Motion To: Add Item #7.10 (Citizen Input) and approve the agenda, as amended.

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

V. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, December 19, 2023 County Board Special Session Re: American Rescue Plan (ARP); the minutes of the Tuesday, December 19, 2023 County Board Special Session Re: CEDA Goals/Objectives; the minutes of the Tuesday, December 19, 2023 County Board Special Session Re: Transportation; and the minutes of the Tuesday, December 19, 2023 County Board Work Session.

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

VI. RECOMMENDED FOR CONSENT AGENDA

1. Authorize HHS Director to sign the Region 3 Amendment pertaining to the Electronic Document Management System, pending County Attorney Review.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
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2. Authorize IMCare Director to sign the contract between IMCare and CliftonLarsonAllen LLP to complete an annual external financial audit.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
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3. Approve Addendum to Canister Site Operation Contract.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/09/2024 2:30 PM
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4. Accept the 2024 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement between the State of Minnesota and Itasca County, in the amount of \$57,499.00, and authorize the signature of Sheriff Dasovich and County Board Chair to the agreement and conflict of interest disclosure.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
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5. Authorize out of state travel to St. Louis, MO for Ashley Mohler, newly hired Mental Health Practitioner, to attend the 2024 Spring Conference on Correctional Health Care.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
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VII. DISCUSSION / INFORMATIONAL

10. Citizen Input

Dan Butterfield provided citizen input regarding Item #7.6 (Reconsideration – Set 2024 Elective Official Salaries – County Attorney).

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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1. Bids for Legal Printing

Motion To: Award the Bids for Legal Publication for 2024, as follows: Scenic Range News - Official Proceedings (1st run), Delinquent Tax Notice, Financial Statements (2nd run); Grand Rapids Herald Review - Official Proceedings (2nd run), Financial Statements (1st run).

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

2. Annual Delegation for Electronic Funds Transfers

Motion To: Approve the 2024 Annual Delegation of Electronic Funds Transfers to the Auditor/Treasurer, Accounting Manager, or the officer's designee.

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

3. Appointments to Committees/Commissions/Boards

Motion To: Approve the appointments to various Itasca County Committees/Commissions/ Boards, per the complete Current List dated December 28, 2023, and authorize the Administrative Services Department to continue actively seeking applications for remaining vacancies.

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

4. Additional Appointments or Changes to Committees/Commissions/Boards

Motion To: Appoint Commissioner Snyder to the Itasca Economic Development Corporation (IEDC) Board of Directors for a three-year term effective January 1, 2024 through December 31, 2026.

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

Motion To: Appoint Environmental Services Director Katie Benes to the Mississippi Headwaters Advisory Committee fulfilling the unexpired vacancy effective December 24, 2023 through December 31, 2024; appoint Randy Nash to the Park & Recreation Commission fulfilling the unexpired vacancy representing District #5 effective January 1, 2024 through December 31, 2026; appoint Environmental Services Director Katie Benes to the Planning Commission/Board of Adjustment (PC/BoA) fulfilling the unexpired Environmental Services/Ex-Officio vacancy effective December 24, 2023 through December 31, 2024; appoint Norley Hansen to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired At-Large vacancy effective January 1, 2024 through December 31, 2027; and appoint Kenneth Lundgren to the Water Plan Implementation Committee (WPIC) fulfilling the unexpired vacancy representing District #1 effective January 1, 2024 through December 31, 2026.

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

5. Approve the 2024 Legislative Priorities.

Motion To: Add Trails & Tourism Relative to Insurance and approve the 2024 Legislative Priorities, 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

6. Reconsideration – Set 2024 Elective Official Salaries – County Attorney

Motion To: Reconsider the vote at the December 19, 2023 County Board Work Session regarding setting the 2024 salary for the Elected Itasca County Attorney.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSTAIN:	Terry Snyder, Burl Ives

The motion returned to the table is as follows: Commissioner Smith moved to adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Attorney, setting the salary at \$154,277. Commissioner Snyder seconded the motion.

Motion To: Amend the reconsidered motion by striking \$154,277 and inserting \$160,000, which is an \$18,223 raise over 2023.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
NAYS:	Terry Snyder, Burl Ives

7. Approval of New Sick Leave Policy

Motion To: Adopt the Resolution Re: Adoption and Implementation of Sick Leave Policy.

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

8. Reallocation – Sheriff's Department

Motion To: Approve reallocation of two (2) Records Deputy (Grade 7) positions to newly-created Records Deputy II (Grade 8) positions, and approved signature of the County Board Chair and Administrator Skyles to execute the Letter of Agreement between the County and AFSCME 1626 relevant to the reallocated positions.

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. Performance Evaluation Summary

Commissioners provided a summary of the performance evaluation of County Administrator Brett Skyles held at the Tuesday, December 19, 2023 County Board Work Session, including information that the evaluation included ratings of satisfactory performance over the last review period and that goals/objectives discussed during that meeting need to be identified and adopted.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VIII. COMMITTEE REPORTS

Commissioner Ives reported on his continued follow-up regarding the ongoing snowmobile club trail liability insurance issue.

Commissioner Snyder reported on his attendance at Blandin Advisory Group and Wabana Township meetings, as well as his continued follow-up regarding the ongoing snowmobile club trail liability insurance issue.

IX. ADMINISTRATOR UPDATE

X. COMMISSIONER COMMENTS

Commissioners Ives, Snyder, and Venema provided comment regarding tourism, the ongoing snowmobile club trail liability insurance issue, and how it may affect ATV trails.

Commissioner Johnson provided comment to urge everybody to use more caution than would normally be exercised when considering going on any ice this year.

XI. CLOSED SESSIONS

XII. ADJOURN

Chair Johnson adjourned the meeting at 3:50 PM.

ATTEST

John Johnson
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, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2023-3420

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Region 3 Amendment EDMS

BOARD ACTION REQUESTED:

Authorize HHS Director to sign the Region 3 Amendment pertaining to the Electronic Document Management System, pending County Attorney Review.

BACKGROUND:

For the past decade, the NE Region has used an EDMS system called OnBase. St Louis County is moving away from this platform in 2024. This amendment allows a 60 day out to any of the Counties, but also guarantees that St Louis County will continue its IT Support through 2024. Itasca is working with its IT Department to see what platform we will be transitioning to. This will allow a full year to move systems.

COUNTY ATTORNEY REVIEW: CRT has been submitted to CA Office

SUPPORTING DOCUMENTATION:

1. Region 3 Amendment to EDMS Charter Agreement 2023-0598 v2

01/02/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

**AMENDMENT TO CHARTER AGREEMENT GOVERNING
PARTICIPATION IN A SEVEN-COUNTY REGION 3 HUMAN
SERVICE REDESIGN PROJECT FOR ELECTRONIC DOCUMENT
MANAGEMENT OF INCOME MAINTENANCE PROGRAMS**

This Amendment to the Charter Agreement Governing Participation in a Seven-County Region 3 Human Service Redesign Project for Electronic Document Management of Income Maintenance Programs is entered into by and among St. Louis County, Aitkin County, Carlton County, Cook County, Itasca County, Koochiching County, and Lake County as of the latest date shown on the signature pages below.

WHEREAS, in or around 2013–14, the parties entered into the Charter Agreement Governing Participation in a Seven-County Region 3 Human Service Redesign Project for Electronic Document Management of Income Maintenance Programs (the “Charter Agreement”).

WHEREAS, the parties have agreed to amend the Charter Agreement, as set forth in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section X of the Charter Agreement shall be amended and restated as follows:

Each party other than St. Louis County may terminate this Agreement as to that party by providing at least 60 days’ written notice of termination to all other parties. St. Louis County may terminate this Agreement as to one or more other parties or in its entirety by providing at least 60 days’ written notice of termination to all other parties; provided, however, that St. Louis County shall not terminate this Agreement as to one or more other parties or in its entirety before January 1, 2025. All parties understand that St. Louis County intends to terminate this Agreement in its entirety after it completes its transition to CaseWorks case-management software. St. Louis County will provide periodic updates to all other parties concerning the transition and the expected termination date. For the avoidance of doubt, under no circumstances will the termination date occur before January 1, 2025.

2. Each person executing this Amendment on behalf of a party represents that the person is authorized to execute this Amendment on behalf of the party.

ST. LOUIS COUNTY

Linnea Mirsch
Director of Public Health and Human
Services

Dated: _____

APPROVED AS TO FORM AND
EXECUTION:

Nick D. Campanario
Assistant County Attorney – Civil
Division Head

Dated: _____

No. 2023-0598

AITKIN COUNTY

By: _____

Its: _____

Dated: _____

CARLTON COUNTY

By: _____

Its: _____

Dated: _____

COOK COUNTY

By: _____

Its: _____

Dated: _____

ITASCA COUNTY

By: _____

Its: _____

Dated: _____

KOOCHICHING COUNTY

By: _____

Its: _____

Dated: _____

LAKE COUNTY

By: _____

Its: _____

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2023-3410

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Contract with CliftonLarsonAllen LLP

BOARD ACTION REQUESTED:

Authorize IMCare Director to sign the contract between IMCare and CliftonLarsonAllen LLP to complete an annual external financial audit.

BACKGROUND:

IMCare is required to complete an external financial audit annually. CliftonLarsonAllen is the firm that IMCare has used for many years.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2023 Statement of Work - Audit Services (IMCare)

01/02/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-56

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kevin Glass

AGENDA ITEM:

The Woods Therapy and Counseling Services, PLLC Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between Itasca County Probation and Dr. Beth Prewett, The Woods Therapy and Counseling Services PLLC for court ordered juvenile sex offender treatment services for the period of January 22, 2024, through June 30, 2025.

BACKGROUND:

This amount is budgeted in the probation budget for additional funding needed for costs exceeding State Grant Dollars of \$52,836.00. The previous contract has been terminated.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. The Woods Therapy and Counseling Services PLLC 01-2024 thru 06-30-2025

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

ITASCA COUNTY PROBATION
123 NW 4th Street
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY PROBATION, 123 NW 4TH STREET, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **DR. BETH PREWETT, THE WOODS THERAPY AND COUNSELING SERVICES, PLLC, 1833 W US HWY 2, SUITE C, GRAND RAPIDS, MN 55744**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **01/22/2024 THROUGH 06/30/2025**.

WITNESSETH

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

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

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

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

I. CONTRACT GENERAL

A. Contractor's Duties:

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

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **THE WOODS THERAPY AND COUNSELING SERVICES, PLLC, 1833 W US HWY 2, SUITE C, GRAND RAPIDS, MN 55744**.

C. Safeguard of Client Information:

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

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

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

E. Fair Hearing and Grievance Procedures:

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

F. Conditions of the Parties' Obligations:

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

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

G. Subcontracting:

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

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

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

H. Contractor Interested in Agreement:

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

I. Contractor Debarment, Suspension and Responsibility Certification:

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

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

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

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

Directions for On Line Access to Excluded Providers

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

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

J. Miscellaneous:

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

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

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

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

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

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

II. Contract Specific

A. Contractor's Duties

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

Court Ordered Juvenile Sex Offender Treatment Services for the period 01/22/24 – 06/30/25. THE WOODS THERAPY AND COUNSELING SERVICES PLLC will provide Court Ordered Juvenile Sex Offender Treatment, which includes the following: Weekly Treatment; Healthy Relationships Education; Individual Therapy & Aftercare; Family Therapy; Psycho-Sexual Assessments; and Progress & Discharge Summaries. THE WOODS THERAPY AND COUNSELING SERVICES PLLC shall not be entitled to any additional compensation for testimony required for court hearings.

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$52,836.00.

TOTAL: Not to Exceed \$78,500.00 County Dollars annually paid for by Itasca County Probation Department.

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

B. Eligibility for Services:

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

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

C. Payment for Purchased Services:

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

D. Recording Requirements or Accountability:

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

E. Audit and Record Disclosures:

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

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

- (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

- b. Provide the Agency with information about fees collected and the fee source.
 - c. Maintain all records pertaining to the Agreement at **DR. BETH PREWETT, THE WOODS THERAPY AND COUNSELING SERVICES PLLC, 1833 W US HWY 2, SUITE C, GRAND RAPIDS, MN 55744** for four (4) years for audit purposes.
 - d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
 - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.

F. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.
 - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Probation must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office

of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

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

G. Noncompliance

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

H. Independent Contractor.

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

BY _____
(Director, Itasca County Probation)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2023-3415

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

2024 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement

BOARD ACTION REQUESTED:

Accept the 2024 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement between the State of Minnesota and Itasca County, in the amount of \$57,499.00, and authorize the signature of Sheriff Dasovich and County Board Chair to the agreement and conflict of interest disclosure.

BACKGROUND:

This is an annual grant agreement which provides extra monies for boat safety equipment. See grant contract for a list of equipment which was approved for purchase with this grant.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024 Federal Equipment Grant Agreement
2. Conflict of Interest Disclosure Form

01/02/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



2024 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT
ENCUMBRANCE WORKSHEET

Contract #: 240859

PO #: 3-245064

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type REIMB	Vendor Number 0000197296-001
Total Amount \$57,499.00	Project ID R29G70CBLA22	Billing Location R297000221	UEI NHLFNZ9GKFA8	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$52,404.00	Activity A7CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$5,095.00	Activity A7CG004

Grant Begin Date October 25, 2023	Grant End Date August 1, 2024
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Grantee Name and Address:

Itasca County Sheriff's Office
440 NE First Avenue
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)

Itasca Co. Treasurer
123 NE 4th St.
Grand Rapids, MN

**2024 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT**

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

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State received a federal award of \$57,499.00 on October 25, 2023 for the Federal Boating Safety Supplemental Equipment Grant. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2024, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** August 1, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). Grantee will be reimbursed, as specified in Exhibit A which is attached and incorporated into this grant contract agreement, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A which is attached and incorporated into this grant contract agreement. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit A which is attached and incorporated into this grant contract agreement. See Exhibit A which is attached and incorporated into this grant contract agreement for life jacket wear policy requirement and allowable expenditures specific to this grant. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Fifty seven thousand four hundred ninety nine.
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Fifty seven thousand four hundred ninety nine.
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

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

6 Authorized Representative

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

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

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

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

Under Minn. Stat. §16B.98, Subd. 8 and 2 CFR 200.337, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

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

11 American Disabilities Act

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

12 Non-Discrimination Requirements

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers Compensation

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

14 Publicity and Endorsement

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

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

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

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

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

16.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract agreement if:

(a) Funding for grant from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

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

- 17 **Data Disclosure**
Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- 18 **Invasive Species Prevention**
The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.
- If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.
- 19 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**
19.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- 20 **Whistleblower Protection Rights**
41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
- 21 **Indirect Cost Rate**
The federal indirect cost rate for the State's federal award is _____. The Grantee's indirect cost rate is _____% for this sub-award agreement.
- 22 **Subcontractors, Contracting, and Bidding Requirements**
(a) The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) and [200.322](#) (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
(b) Per [Minnesota Statute 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement.
(c) The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](#)

Attachments:

- _____ A. Federal Grant Agreement
_____ B. Exhibit A
_____ C. Exhibit B
_____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Pamela D.

Digitally signed by Pamela D.
Brisson
Date: 2023.12.19 09:54:06
+06'00'

Signed: **Brisson**

Date: 12/19/2023

SWIFT Contract # 240859

Purchase Order # 3-245064

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

**2024 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the grant contract agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - + Garmin 106 SV w/Live Scope
 - + 2024 Lund 1875 Lund Tyee, 2024 Mercury 200 XLI, 2024 Shorelandr LUX 40
 - + Channel Marker Red x5, 9" Hazard Buoy White w/wrapper x10, 9" No Wake Buoy White w/wrapper x10, Shipping

** means trade-in or cost share by county*
*** means 25% county dive equipment cost share requirement*
2. The program shall begin on October 25, 2023 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by August 1, 2024. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after August 1, 2024, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier than October 25, 2023 or date grant is fully executed and not later than August 1, 2024, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent to: kelly.affeldt@state.mn.us
4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.
5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.
6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.

8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.
9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

**2024 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

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

Actual Conflict of Interest

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

Potential Conflict of Interest

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

Individual Conflict of Interest

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

Organizational Conflict of Interest

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

Organizational conflicts of interest occur when:

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

This section to be completed by Grantee's Authorized Representative

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

Organization Name:

Project Name: 2024 MN DNR FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT

Legal Citation: Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2023-3419

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Joe Dasovich, Lucas Thompson

AGENDA ITEM:

Outstate Travel Request

BOARD ACTION REQUESTED:

Authorize out of state travel to St. Louis, MO for Ashley Mohler, newly hired Mental Health Practitioner, to attend the 2024 Spring Conference on Correctional Health Care.

BACKGROUND:

The Spring Conference on Correctional Health Care will provide opportunities for education, professional development and networking.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Travel Verification Form 2024 Spring Correctional Health Care Conf

01/02/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/09/2024 2:30 PM
----------------	--------------------------------	---------------------------------

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

ITASCA COUNTY
TRAVEL VERIFICATION FORM

Note: Pursuant to Itasca County Reimbursement Of Expense policy permission must be secured from the County Board before an employee travels outside of the State of Minnesota on County business; the Travel Verification Form Worksheet (complete this form first) must be attached.

NAME: Ashley Mohler, Mental Health Practitioner DATE: December 28, 2023

DESTINATION:

St. Louis MO

DEPARTURE

DATE: April 26, 2024

RETURN

DATE: May 1, 2024

ACTUAL MEETING

DATE: April 27-30, 2024

MODE OF TRAVEL: Air

REASON FOR TRAVEL:

Attend Spring Conference on Correctional Health Care for education, professional dvelopment, and
networking

ESTIMATED COST: (These figures are transferred from the attached Verification Form Worksheet)

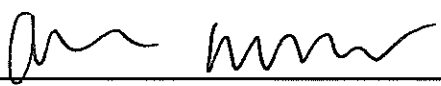
Transportation \$ 600.00

Lodging \$ 1400.00

Meals \$ 250.00

Registration \$ 540.00 Estimated Total \$ 2790.00

ON WHAT DATE WILL YOUR REPORT BE READY FOR THE COUNTY BOARD?



Employee Signature



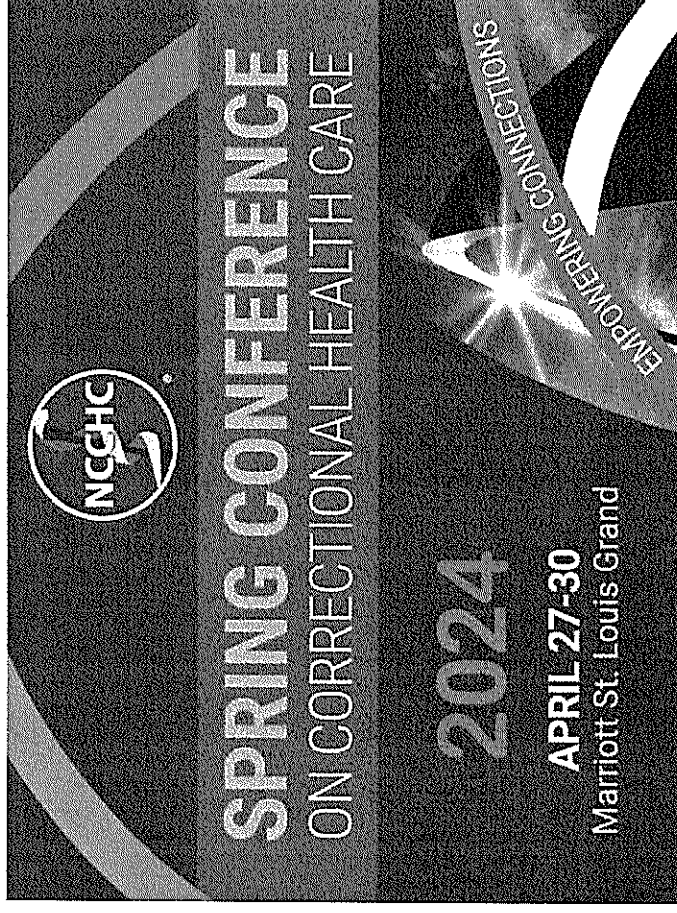
Approved by Supervisor/Date

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Spring Conference on Correctional Health Care

April 27, 2024 @ 8:00 am - April 30, 2024 @ 5:00 pm



Marriott St. Louis Grand Hotel

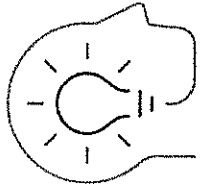
Schedule of Events:

Saturday, April 27 – Preconference seminars

Sunday, April 28 – Preconference seminars, CCHP exams, Exhibit hall opening reception

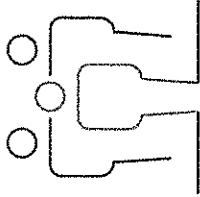
Spring Conference on Correctional Health Care April 27-30 | St. Louis

**Four Days of Education + Three Days of
Vendor Solutions and Ideas Adds Up to One of
North America's Biggest Events for
Correctional Health Care**



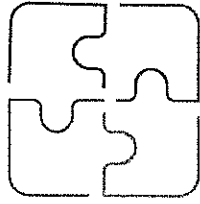
New concepts

Learn how to do your job better, safer, and more effectively



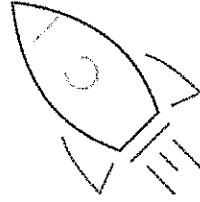
New people

Build your network and connect with peers facing the same challenges



New solutions

Connect with vendors who can help you in ways you haven't thought of yet



New energy

Get energized and excited about making a difference in patient care

Learn With Peers and Leaders

Whether you're new to the field or a correctional health care veteran, you'll find valuable connections, inspiration and ideas!

The Spring Conference delivers unparalleled education and professional development opportunities for:

Administrators | Counselors | Custody staff | Dentists | Legal professionals | Nurses | Nurse practitioners | PAs | Pharmacists | Physicians | Psychiatrists | Psychologists | Social workers | All correctional health professionals

Up to 26 Hours of CE

Catch up on best practices and new ideas on a wide variety of topics. Sessions will cover:

Administration | Chronic Disease | Compassion Fatigue | Infectious Disease | Juvenile Care | Legal | Medication-Assisted Treatment | Mental Health | Nursing | Occupational Stress | Quality Improvement | Reentry | Serious Mental Illness | Special Populations | Standards | Substance Use Disorders | Suicide Prevention | Technology | Transgender Care | Women's Health



**Inspiration and motivation
to help you thrive**

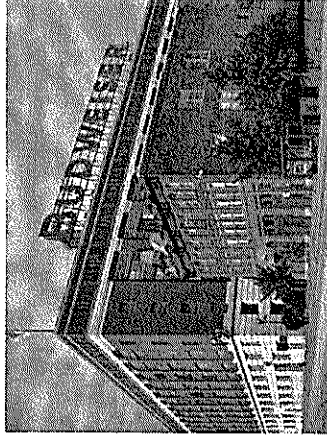
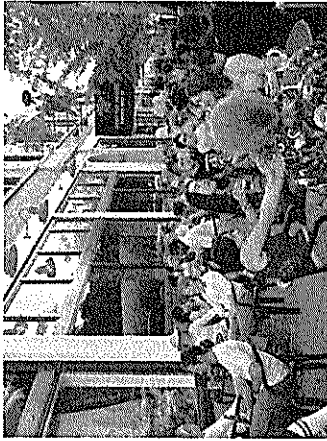


**Focused information you
need to do your job**



**Outstanding educational
experience across
disciplines**

St. Louis: A Warm Midwestern Welcome with a Pinch of Southern Hospitality



CONFERENCE SESSIONS

Conference registration includes admission to the sessions listed below. Sessions take place between Monday at 8 am and Tuesday at 5 pm. More details will be available by early January.

- 101 EKG Interpretation Basics*
- 102 Nursing Management of Psychiatric Emergencies
- 103 Cluster B Personality Disorders: Diagnosis, Management, and Treatment*
- 104 340B Drug Pricing Program: Navigating Compliance, Maximizing Savings*
- 105 Applying Motivational Interviewing Principles With Youth*
- 106 Tackling Systemic Racism in Corrections: An Open Forum*
- 107 Lessons Learned From the Medicaid Waiver, Reentry, and Patient Care(1)*
- 107 Understanding Traumatic Justice, Freedom Management, and the INVEST Difference(1)*
- 108 Diagnosis and Treatment of Anemia*
- 109 RSV: Not Just a Childhood Disease
- 110 Suicide and Nonsuicidal Self-Injury: Dynamics, Treatment, and Management*
- 111 Ace Your Deposition: Insider Tips from a Plaintiff's Attorney and a Defense Attorney*
- 112 Infection Prevention and Control Quality Improvement
- 113 Validation Strategies as a Tool for Managing Conflict*
- 114 From Awareness to Action: Women's Experiences With Gender Microaggressions*
- 115 Tuberculosis Identification, Treatment, and Prevention*

- 116 Managing Withdrawal and Complex Opioid Use Disorder(1)*
- 116 Recognizing and Responding to Intoxication and Withdrawal(1)*
- 117 Trauma Informed De-Escalation(1)*
- 117 Treating Serious Mental Illness With Innovative Trauma-Informed Care Techniques(1)*
- 118 Mock Trial: How Poor Deposition Performance Haunts You at Trial*
- 119 The Accreditation Lifestyle: It's a Process, Not an Event*
- 120 Strategies for Preventing In-Custody Suicides*
- 121 Developing Proper Sample Size Methodologies for CQI(1)*
- 121 Improving Medical Service Delivery Through Relational Coordination(1)*
- 122 Impact of Correctional Health on Population Health*
- 123 Workplace Bullying: More Common Than You Think*
- 124 Psychotropic Medication Noncompliance: Mitigating Barriers to Treatment*
- 125 Confidentiality, Mortality Reviews, and the Patient Safety and Quality Improvement Act*
- 126 Expanding Substance Use Disorder Treatment in the Juvenile Setting*
- 127 Managing Dietary Restrictions and Food Allergies*
- 128 Required Care and Accommodations for Disabilities: Your EHR Can Help*
- 129 Preventive Medicine 2024*
- 130 Management of Diabetes Within a State Prison System
- 131 Improve Behavior With a 10-Session Anger Management Program*
- 132 The Dos and Don'ts of Documentation: A Legal Defense Perspective*
- 133 Better Breathing Through Proper Inhaler Use*

- 134 Developing an Effecting Staffing Plan*
- 135 An In-Depth Review of SAMHSA OTP Certification*
- 136 Medication Misadventures: Managing the Slippery Slope*
- 137 Skin Assessment Challenges in Dark Complexions
- 138 Best Practices for Premenstrual Dysphoric Disorder*
- 139 Why Some Cases Settle and Others Go to Trial*
- 140 Mastering Leadership: Strategies and Tactics for Success*
- 141 Optimizing SUD, Medical, and Mental Health Care Though MOUD Treatment*
- 142 Optimizing Care for Patients With Prosthetics
- 143 Implementing the First Step Act: Engaging Patients in Their Diabetes Care(1)*
- 143 Tips to Implementing the National Diabetes Prevention Program Lifestyle Change Program(1)*
- 144 Identifying and Managing Chronic Wounds
- 145 Personality Impairment: Working With Challenging Individuals*
- 146 Curbside Consults: Might Your State Have a Creative Solution?*
- 147 Training Peer Support Workers in Palliative and End-of-Life Care*
- 148 Routinizing Infection Control and Pandemic Preparedness*
- 149 Coping With Occupational Stress*
- 150 Diagnostic and Treatment Strategies for Chronic Conditions*
- 151 An Online In-Service Module to Enhance Understanding of Moral Distress Dynamics in Prison Nurses
- 152 Using Peer Companions to Support Suicide Watch(1)*
- 152 Using Peer Engagement Techniques to Reduce Substance Use Postrelease(1)*

- 153 Legal Issues With Transgender Patients*
- 154 Effective Onboarding: Prioritizing New Employees' Needs*
- 155 Documentation: Lessons Learned From Legal Cases to Minimize Liability*
- 156 Lessons Learned: Five Years of Methadone in a Rural Jail*
- 157 Completing the Picture: Optimizing Your Nurse Protocol Encounter
- 158 The Intensive Mental Health Unit: Focusing on Overall Wellness*
- 159 Risks and Costs of Desensitization: How to Prevent It*
- 160 Fiscal Prudence: Striking a Balance Between Budget and Care*
- 161 Benefits of Implementing Point-of-Care Ultrasound

*Approved for APA Credit (1) Double session: two sessions in one time slot



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National Commission on Correctional Health Care
1145 W. Diversey, Chicago IL 60614

info@ncchc.org (<mailto:info@ncchc.org>?Subject=) 773-880-1460

HOTEL

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Marriott St. Louis Grant

800 Washington Avenue, St. Louis MO

Discount rate \$199

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Travel and Hotel Information

Marriott St. Louis Grant is located in downtown St. Louis, MO, 0.2 miles from Metrolink Light Rail and 15 miles from St. Louis Lambert International Airport (STL). Attractions near the hotel include Ballpark Village, the Gateway Arch and Busch Stadium.

Map of downtown (<https://assets.swoogo.com/uploads/3254931-6557c49d2a36c.pdf>) (.pdf)

Local restaurants within walking distance (<https://assets.swoogo.com/uploads/3254934-6557c4c133d00.pdf>) (.pdf)

Options for ground transportation (light rail, taxi, ride share) (<https://www.flystl.com/parking-and-transport/transportation>)

MetroLink Light Rail: Take the Red Line to Shiloh Scott for \$4. Approximately 35 minutes and a 3 minute walk from the station.

Taxi, Uber/Lyft: Cost is \$35 - \$50 and takes about 20 minutes.

Driving: There's no need to rent a car. If you drive to the meeting, self-parking is \$35/day. Conference attendees receive a 15% discount.

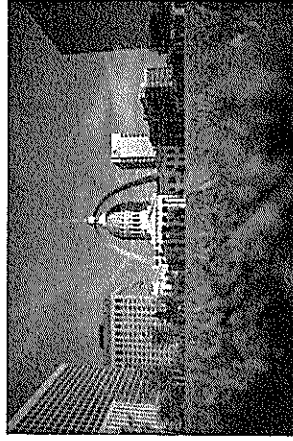
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info@ncchc.org (<mailto:info@ncchc.org>?Subject=) 773-880-1460

Round trip

1

Economy

Hibbing

St. Louis STL

All filters

Stops

Airlines

Bags

Price

Times

Emissions

Connecting airports

Duration

Fri, Apr 26

<

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Wed, May 1

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Track prices

Apr 26 – May 1, 2024

Date grid

Price graph

Prices are currently typical

Departing flights

Prices include required taxes + fees for 1 adult. Optional charges and bag fees may apply. [Passenger assistance info.](#)

Sort by:

	7:14 PM – 11:08 PM	Delta · Operated by Skywest DBA Delta Connec...	3 hr 54 min	1 stop	152 kg CO ₂ +22% emissions	\$491 round trip
	11:00 AM – 4:51 PM	Delta · Operated by Skywest DBA Delta Connec...	5 hr 51 min	1 stop	174 kg CO ₂ +39% emissions	\$531 round trip



11:00 AM – 2:32 PM
Delta · Operated by Skywest DBA Delta Connec...
3 hr 32 min 1 stop
HIB – STL 53 min MSP
174 kg CO₂
+39% emissions ⓘ
\$597
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5 more flights



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Location · United States



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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-60

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Citizen Input Sheet

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, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-153

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Congratulations to Katie Benes who has promoted from Administrative Support to Environmental Services Director with the Environmental Services Department, effective December 24, 2023.
- Congratulations to Ashley Mohler who has transferred from Social Worker, Health & Human Services Department to Corrections Mental Health Professional with the Sheriff Department, effective December 24, 2023.
- Welcome to new employee, Brian Castellano, Road Deputy with the Sheriff Department, effective January 8, 2024.
- Welcome to new employee, Eric Riihinen, Civil Design Engineer with the Transportation Department, effective January 2, 2024.
- Welcome to new employee, Anthony Hanson, Corrections Deputy with the Sheriff Department, effective January 2, 2024.
- Farewell to Jonathan Tule, Assistant County Attorney, whose last day in the County Attorney will be January 12, 2024 after 3 months of service.
- Farewell to Mary Beth Johnson, Legal Secretary, whose last day in the County Attorney department will be January 4, 2024 after 7 months of service.

COUNTY ATTORNEY REVIEW:

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, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-66

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of January 12, 2024, in the amount of \$4,338,536.80.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-63

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for December 2023, in the amount of \$2,135,205.43.

BACKGROUND:

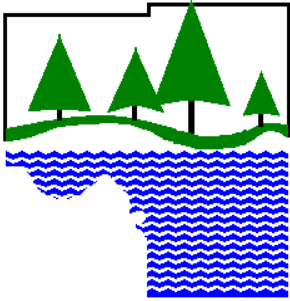
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants Board Report - December 2023

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

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

December 2023

Income Maint/Admin Payments	\$ 836,384.94
Social Services - Waivers	\$ 16,147.09
Social Services - Non-Waivers	\$ 508,276.93
Foster Care/Out of Home/FamilySupport	\$ 383,715.02
Relative Custody/Preventive Placement Costs/Incidentals	\$ 12,768.71
Public Health	\$ 26,492.44
Community Health Board	\$ 351,420.30
Total	\$ 2,135,205.43

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

December 2023
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2023	Actual 2022	Actual 2021	Actual 2020	Actual 2019
January	481,711.66	433,150.76	375,450.87	459,792.92	304,901.00
February	553,117.21	348,631.48	276,036.33	591,619.05	395,125.46
March	549,963.91	390,198.68	470,336.10	503,054.15	481,292.60
April	519,051.04	552,814.60	327,746.28	447,083.94	369,984.89
May	438,535.58	487,698.28	435,540.15	533,038.47	431,360.66
June	563,762.89	585,853.92	453,742.31	382,221.73	511,262.03
July	429,881.33	400,212.87	295,647.79	361,553.69	374,861.55
August	482,732.73	484,467.08	406,809.83	324,126.58	553,349.32
September	397,517.32	499,454.00	351,501.34	388,223.65	454,942.93
October	445,148.34	596,946.77	253,884.89	482,584.01	535,920.86
November	510,070.44	361,433.79	424,163.31	397,425.90	420,910.89
December	383,715.02	510,726.16	280,089.95	351,799.88	222,554.78
Total	5,755,207.47	5,651,588.39	4,350,949.15	5,222,523.97	5,056,466.97

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	36	25	69%	9	36%
February	52	26	50%	9	35%
March	64	29	45%	2	7%
April	64	30	47%	9	30%
May	25	13	52%	10	77%
June	35	26	74%	9	35%
July	33	22	67%	5	23%
August	44	20	45%	8	40%
September	35	27	77%	9	33%
October	35	18	51%	3	17%
November	45	22	49%	5	23%
December	42	17	40%	6	35%
	510	275	56%	84	32%
	average			average	

December 2023
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 71,920
The Bridge Residential Facility	-	\$250/day	\$ 63,250
Mille Lacs Academy	-	\$525/day	\$ 47,076
Snyders/Foundation for Life	-	\$122/day	\$ 26,665
North Homes	-	\$175 - \$365/day	\$ 23,394
Northstar	-	\$128/day	\$ 16,896
Port Group Homes	-	\$269/day	\$ 9,999
Little Sand Group Home	-	\$240/day	\$ 9,979
New Trails Group Home	-	\$242/day	\$ 9,361
Go Forward Group Home	-	\$245/day	\$ 7,562
Lutheran Social Services	-	\$148-\$194/day	\$ 5,675
Lighthouse	-	\$128/day	\$ 5,120
Village Ranch	-	\$175 - \$231/day	\$ 3,313
Northwood	-	\$294-\$331/day	\$ 688
West Central Juvenile Center	-	\$334/day	\$ 241
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Crow Wing Community Serv	-	\$295/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Evergreen Shelter	-		\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
MCF - Redwing	-	\$260/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Volunteers of America	-		\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 82,576
Total			\$ 383,715

*Individuals : Includes Foster Care & Family Support Programs

December 2023
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	9,743.95	40,591.98	10,147.20	27,260.40	-	20,115.90	107,859.43
Feb	8,114.60	61,092.98	10,485.44	19,327.26	9,354.00	20,786.43	129,160.71
Mar	26,239.62	52,728.50	10,485.44	19,327.26	12,082.25	13,282.34	134,145.41
Apr	15,499.59	27,061.32	9,470.72	12,383.28	14,175.47	26,098.98	104,689.36
May	-	32,391.58	10,485.44	16,959.58	9,697.48	4,734.32	74,268.40
Jun	8,184.75	28,291.38	10,147.20	32,394.36	26,297.25	4,581.60	109,896.54
Jul	7,254.06	21,731.06	10,485.44	37,010.90	7,763.95	4,476.05	88,721.46
Aug	6,625.75	32,801.60	10,430.03	35,817.00	2,003.60	5,337.30	93,015.28
Sep	7,505.03	31,161.52	10,485.44	11,694.02	3,118.00	14,434.53	78,398.54
Oct	-	-	202.95	-	-	13,275.09	13,478.04
Nov	7,473.88	22,961.12	31,118.08	52,480.48	35,857.00	-	149,890.56
Dec	-	-	-	17,683.64	-	5,709.89	23,393.53
	96,641.23	350,813.04	123,943.38	282,338.18	120,349.00	132,832.43	1,106,917.26

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		59,610.41	9,768.00	53,847.00	8,386.46		131,611.87
Feb		54,809.24	12,180.00	48,900.00	13,580.95		129,470.19
Mar		53,268.00	17,980.00	45,600.00	11,128.88		127,976.88
Apr		69,455.83	53,760.00	22,200.00	13,514.76		158,930.59
May		70,375.57	26,396.00	5,700.00	13,130.87		115,602.44
Jun		57,663.55	27,138.00	18,300.00	14,093.82		117,195.37
Jul		24,289.07	9,796.00	15,000.00	12,747.30		61,832.37
Aug		24,092.43	8,926.00	8,700.00	13,280.21		54,998.64
Sep		34,479.86	18,184.00	12,990.00	13,322.07		78,975.93
Oct		36,135.90	20,300.00	10,500.00	12,960.83		79,896.73
Nov		35,612.43	22,040.00	21,000.00	13,218.81		91,871.24
Dec		27,495.90	2,320.00	29,400.00	12,704.10		71,920.00
	-	547,288.19	228,788.00	292,137.00	152,069.06	-	1,220,282.25



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2023-3406

DEPARTMENT: Environmental Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Addendum to Canister Site Operation Contract

BOARD ACTION REQUESTED:

Approve Addendum to Canister Site Operation Contract.

BACKGROUND:

Itasca County, through its Environmental Services Department (ESD), has a contract with DMC Inc. for the supervision of the Itasca County Outlying Canister Sites along with the Itasca County Demolition Landfill at the Itasca County Transfer Station.

This contract is effective from July 1, 2023 to June 31, 2028. Beginning January 1, 2024, all employers are required by State statute to begin accruing Earned Sick and Safe Time for their employees. (ESST)

When this contract with DMC Inc was signed, this new law was not yet in place, so it was not adjusted for in the bids. DMC Inc. is asking the Itasca County Board of Commissioners to approve an addendum to the contract that would adjust the contract amount to cover the added and unforeseen expense.

An addendum has been attached to this request and is supported by the County Administrator and ESD Director.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024.01.02 Addendum ESST

01/02/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/09/2024 2:30 PM
----------------	--------------------------------	---------------------------------

01/09/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/16/2024 2:30 PM
----------------	--------------------------------	---------------------------------

Special Conditions/Mutual Agreement of the Parties

Addendum To:

Canister Site Supervision Contract

Between Itasca County and DMC Inc.

Itasca County currently has a *Canister Site Supervision Contract* with DMC Inc., and effective July 1, 2023, to June 31, 2028, as an independent contractor to provide Supervision at the Itasca County outlying canister sites as well as the demolition landfill located at the Itasca County Transfer Station.

With the new Minnesota Earned Sick and Safe Time Law (MN Statute 181.032) going into effect January 1, 2024. The Contractor will be required to begin placing funds into an accrual account for each employee. This new law was not in place when the Contractor bid on the Contract and is now asking Itasca County to amend the Contract with this addendum to cover these unforeseen expenses. This Addendum increases the Contract amount by \$1,319.00 per month for the remaining life of the Contract.

Current Contract states; **R.1 Modifications/Amendment; R.1.1**; *“Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Contractor”.*

Itasca County and DMC Inc. both agree to this Modification/Amendment.

Agreed this day January 9, 2024, by both parties:

Caleb Villeneuve, Contractor
DMC Inc.

Itasca County Board Chair



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-4

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Request for Proposals (RFP) #SW-2024-2029

BOARD ACTION REQUESTED:

Approve Request for Proposals (RFP) #SW-2024-2029.

BACKGROUND:

The Environmental Services Department (ESD) had a Request for Proposals (RFP) for the Transfer Station Operations and Materials Hauling Services #SW-2024-2029 created by Stantec Consulting Services Inc. ESD would like to move forward with releasing this RFP to contractors interested in submitting their proposals.

The RFP issue date is set for Thursday, February 1, 2024. The RFP has been reviewed by the County Attorneys office via CRT with a memo and conclusion response on December 7, 2023.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Draft RFP 12.29.2023

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



**REQUEST FOR PROPOSALS
TRANSFER STATION OPERATIONS AND MATERIALS HAULING SERVICES
ITASCA COUNTY RFP #SW-2024-2029**

Itasca County Environmental Services Department (County), Itasca County, Minnesota, is requesting proposals to provide **Transfer Station Operations Services** at the main Itasca County transfer station facility (Transfer Station) in Grand Rapids, MN, and to provide **Materials Hauling Services** from the Transfer Station to a disposal facility and a recycling facility. The County has contracted with Stantec Consulting Services Inc. (Stantec) to assist with the proposal process.

Contractors should carefully review the RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify Stantec in writing or via e-mail of any ambiguity, inconsistency or errors which may be discovered upon examination of this RFP.

Itasca County may revise this RFP by issuing an addendum prior to its opening. The addendum will become part of the bid documents and subsequent contract. In unusual circumstances, Itasca County may postpone the letting in order to notify all contractors of errors to allow enough time to respond to the addendum.

Itasca County reserves the right to reject any and all proposals, to waive irregularities and to accept the proposal deemed in the best interest of the organization.

Submitting a Proposal

Proposals for **Transfer Station Operations and Materials Hauling Services** will be received by Stantec until the closing time of **2:00 PM on Friday, March 29, 2024**. Proposals received after that time will be returned unopened.

Each proposal and the original copy of the Proposal Cost Form must be sealed in an envelope and clearly marked: **"Itasca County Transfer Station Operations and Materials Hauling Services RFP #SW-2024-2029"**. Completed proposals may either be dropped off at the Duluth Stantec office or mailed to:

Brett Ballavance, Senior Environmental Engineer
Stantec Consulting Services Inc.
11 E. Superior Street, Suite 330
Duluth, MN 55802

Copies of this Request for Proposals can be obtained by calling (218) 481-0216 or by stopping into Stantec at the address listed above. Written questions regarding the content of this proposal must be directed to Brett Ballavance, at brett.ballavance@stantec.com.

There will be a **Recommended Pre-Proposal Meeting at 2:00 PM, Wednesday February 14, 2024** at the Itasca County Courthouse at 123 NE 4th Street in Grand Rapids, MN to review the RFP and to provide basic information related to operation of the main Itasca County Solid Waste Transfer Station.

OVERVIEW

This RFP provides: 1) a description of the scope of services; 2) proposal instructions, 3) a summary of the information which Contractors must submit in their proposals; and 4) pricing form to facilitate an evaluation of proposals.

Itasca County Timeline

Request for Proposals Issued:	Monday, January 15, 2024
Recommended meeting:	Wednesday February 14, 2024 @ 2PM
Questions Received by:	Friday, March 1, 2024 by 2PM
Responses & Addenda Posted:	Friday, March 8, 2024
Proposals Due:	Friday, March 29, 2024 by 2PM
Public Bid Opening*:	Wednesday, April 3, 2024 @ 10AM
Review and Evaluation:	Wednesday, April 3, 2024 to Friday, April 19, 2024
Board Approval (Est.):	Monday, April 22, 2024
Estimated Start Date:	Monday, June 3, 2024

*There will be a Public Bid Opening at 10:00 AM, Wednesday April 3rd, 2024 at the Itasca County Courthouse at 123 NE 4th Street in Grand Rapids, MN. The meeting will be held in the Itasca County Boardroom.

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APPENDICES

Appendix A: Proposal Cost Form

Appendix B: Recent Itasca County Solid Waste Data

Appendix C: Proposed Itasca County Statement of Work

Appendix D: Itasca County Transfer Station Permit # SW-448-005

SECTION 1 INTRODUCTION

1.1 Purpose.

Itasca County Environmental Services is soliciting proposals from Contractors to provide Transfer Station Operations Services for materials including but not limited to, mixed municipal solid waste, recyclables, and other acceptable solid waste, at the main Itasca County transfer station facility (Transfer Station) and to provide Materials Hauling Services from the Transfer Station to an approved Disposal Facility and Recycling Facility. The Transfer Station is located at 29959 East Bass Lake Road in Grand Rapids, MN.

The goals in soliciting these services are as follows.

1. To provide environmentally sound transfer, transport, and ultimate disposal of municipal solid waste and recyclables from residents and commercial businesses operating within the service areas of the Transfer Station.
2. To provide cost competitive transfer, transport services, and ultimate disposal for waste collectors operating within the service areas of the Transfer Station.
3. To assure availability and consistency of costs for both residents and commercial businesses of the said transfer, transport services, and ultimate disposal for a period of 5 years.

Contractors shall provide a sealed proposal and Proposal Cost Form (Appendix A), for operation of the Itasca County Transfer Station and materials hauling services of the waste to the Contractor's approved Disposal Facility and Recycling Facility of choice. Information on historical solid waste tonnage and projected future tonnage along with the typical residential versus commercial usage is found in Appendix B. Itasca County does not guarantee the amount of annual tonnage of solid waste.

1.2 Transfer Station Operation and Materials Hauling Service Costs.

The cost of Transfer Station Operation Services shall be proposed as a unit price per month for municipal solid waste (MSW) and a separate unit price per month for recycling. Operations services shall include all management, staffing, equipment and maintenance services to safely and effectively receive waste from Collectors and transfer it to Contractor's trailers for transport to the Disposal Facility and Recycling Facility. Compensation for these services shall be payable monthly.

The cost of Materials Hauling Services shall be proposed as a unit price per ton. Materials Hauling services shall include all management, staffing, equipment, and maintenance services to safely and effectively transport Acceptable Waste from the Itasca County Transfer Station to an approved Disposal Facility and Recycling Facility. Payment for these services shall be on a per ton basis, payable monthly. These services shall require Contractor-provided tractor trucks and trailers. Trailers shall be of an open-top design and capable of holding a minimum of 110 cubic yards of solid waste.

All costs shall be annually adjusted in accordance with the increase or decrease in the Consumer Price Index - All Urban for Minneapolis-St. Paul (CPI). Contractors shall provide costs for a 5-year term beginning in June of 2024 and ending June of 2029.

Proposals found acceptable by Itasca County will be evaluated based on the process set forth in Section 7.

1.3 Background.

As of the 2020 census, the population of Itasca County was 45,014 people. The 2030 projected population of the County is 47,246 people. Itasca County's waste stream is predominantly residential and commercial waste with limited amounts of industrial waste. According to the Northeast Minnesota Regional Solid Waste Management Plan (SWMP) published in May 2023, Itasca County estimated a waste composition of 62% residential and 38% commercial/industrial/institutional. It is important to note that the SWMP references MSW from the Itasca County Transfer Station going to a proposed MSW landfill in Keewatin in the future. The Keewatin landfill is not anticipated to be permitted and operational during the duration of this agreement, but the County intends to utilize that facility in the future. The SWMP also states that the St. Louis County Regional Landfill (SLRL) in Virginia, Minnesota is the intermediate location for regional waste disposal. For this contract term, Contractor's are free to negotiate Ultimate Disposal with SLRL or any other permitted and operationally available MSW landfills or Waste-to-Energy facilities for the MSW and for Recycling Facilities.

Itasca County currently uses a system of outlying canister sites and a main transfer station to manage its solid waste (see map below for locations). The Transfer Station is publicly owned but has been operated by private contractors under multi-year contracts. The canister sites are currently operated under a separate contract via private contractor as well, and thus are not a part of this RFP.

There are a number of commercial haulers who provide contracted waste collection services to municipalities throughout the county. The county's rural residents are served by outlying canister sites which offer a location where both MSW and recycling can be dropped off. There are 13 canister sites offering MSW and recycling collection. Last year these outlying sites collected 5,950 tons of MSW which was then delivered to the main transfer station. At the transfer station, furniture, mattresses, tires, batteries, anti-freeze, waste oil and filters, scrap metal, and electronics are separated out before the waste is transported by the contractor to its end destination. Currently, waste is transported to the Elk River Landfill for final disposal. The Itasca County Transfer station also offers services for recycling and demolition waste. The county does not organize curbside recycling, but some municipalities choose to offer this service. Residents without curbside pickup can utilize the 13 drop-off locations, from which recycling is ultimately hauled to the main transfer station for processing/consolidation and then transported to a recycling facility in the Twin Cities. The County also owns a demolition landfill adjacent to the Transfer Station that is operated under a separate private contract and is not a part of this RFP. The annual average demolition waste and monthly cover volumes are 16,500 cubic yards and the facility has an estimated remaining lifespan of 3-5 years or perhaps less, based on pending new MPCA demolition landfill rules.

The Itasca County Transfer Station includes a separate gatehouse located alongside the 70-foot scale at which Collectors will weigh in and out. Equipment necessary for automated scale operations is not provided. Computers and software need to be supplied that are compatible with the County scale. The Contractor will be required to conduct certain cleaning and other services to the scale. Examples of these services can be found in Appendix C. Actual services will be agreed upon in the final contract.

Itasca County will continue working on developing programs to divert and process food, organic and other recyclable materials. The County will also promote solid waste education and regulatory programs. If Itasca County is able through this RFP process to reach an agreement with one Contractor to operate our facility, we intend to enter into agreements which are estimated to commence on June 3, 2024 and terminate after 5 years.

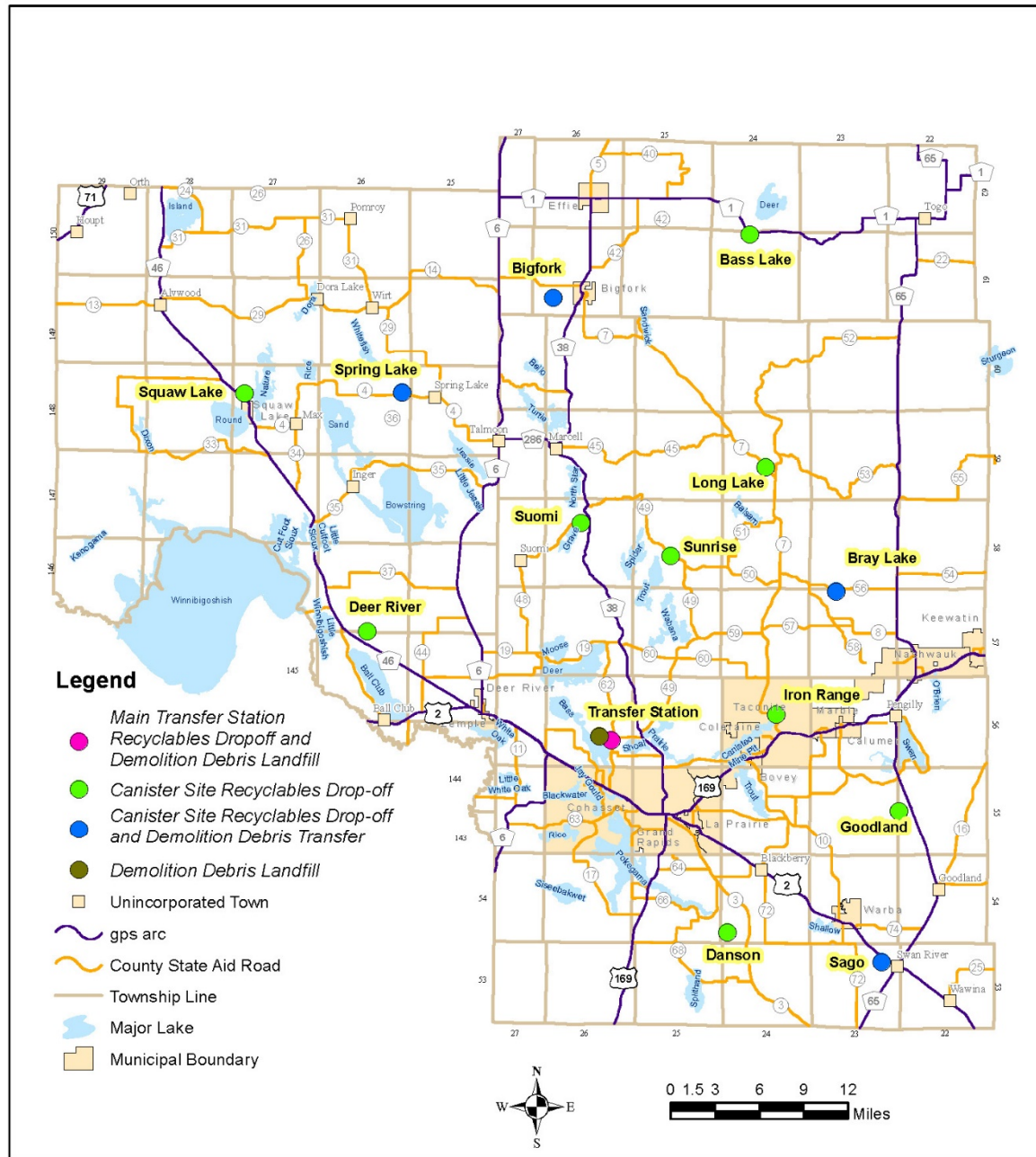
1.4 Definitions.

For purposes of this RFP, definitions are as contained in the attached Itasca County Statement of Work (Appendix C).

1.5 Scope of Services.

Itasca County wishes to secure Transfer Station Operations and Materials Hauling Services for the period of five (5) years. It is estimated that commencement of services will be on June 3, 2024. The anticipated agreement end date is through June 2, 2029.

Canister Sites in Itasca County



Name: canister_county1

Date: 4/4/2023

SECTION 2 SCOPE OF SERVICES

This section of the RFP is intended to describe the expected minimum level of performance for services to be provided by the Contractor.

2.1 Current Operations.

The following is a description of current operations at the Itasca County Transfer Station.

Acceptable Waste is collected at the Transfer Station and transported to the Disposal Facility and Recycling Facility using semi-trucks pulling 110 cubic yard walking-floor trailers. Waste is moved around the tip floor and loaded at the Transfer Station into the trailers using a 930M Caterpillar loader including: a 7.5-yard bucket with a rubber cutting edge and solid rubber tires. Snow removal is accomplished by the Contractor. All equipment used onsite is owned by the Contractor. Currently there are 3 staff on site to run the Transfer Station Operations and Materials Hauling Operations.

- 1 employee who performs multiple tasks including site supervisor/loader operator
- 2 site assistants for load inspection and help around the facility

2.2 Transfer Station Operation Services.

Transfer Station Operation services shall include all management, operations, staffing, equipment and maintenance services to safely and effectively receive waste from Collectors and transfer it to trailers for transport to the Disposal Facility and Recycling Facility. Payment for these services shall be on a per month basis, payable monthly. Contractor shall include a Summary Operational Plan, as described in Section 4.5 herein, describing their transfer station services.

The Contractor shall adhere to the minimum service requirements listed in Appendix C, and any requirements set forth in the Transfer Station Permit attached as Appendix D, when preparing its Summary Operational Plan.

The Transfer Station Facility is expected to maintain the following minimum hours:

Monday, Tuesday, Thursday, Friday 8:00 am – 5:00 pm

Wednesday 8:00 am – 7:00 pm

Saturday 8:00 am -5:00 pm

Sunday-CLOSED

Closed Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

2.3 Materials Hauling Services.

Materials Hauling services shall include all management, operations, staffing, equipment and maintenance services to safely and effectively transport Acceptable Waste from the Transfer Station to the contractor's approved Disposal Facility and Recycling Facility of choice. Payment for these services shall be on a per ton basis, payable monthly. These services require Contractor-provided tractor trucks and trailers. Trailers shall be of an open-top design and capable of holding a minimum of 110 cubic yards of solid waste.

The Contractor's proposal shall comply with the scope of service requirements set forth in Appendix C.

SECTION 3 PROPOSAL INSTRUCTIONS

This section of the RFP is intended to describe instructions to Contractors in the preparation of proposals.

3.1 General.

Contractors submitting proposals are strongly encouraged to fully study this RFP, the attached waste data, the attached Proposed Itasca County Statement of Work, and the other Appendix documents before completing and submitting their proposals. All cost responses are to be typed, utilizing the form provided in Appendix A. All blank spaces on the proposal forms must be completed. Authorized signatures for the Contractor must be of an individual owner, a general partner of a partnership, or an officer of a corporation who is authorized to represent the board of directors of the corporation or a government official authorized to represent the unit of government. The title of the person signing the proposal shall be stated.

Contractors are required to adhere to the terms and requirements specified in this Request for Proposal.

3.2 Clarifications.

Questions or requests for clarification regarding this RFP or the attached Appendices must be directed in writing to Brett Ballavance at Stantec through email at: brett.ballavance@stantec.com.

Any questions concerning the RFP must be submitted in writing no later than 2 PM on Friday March 1, 2024. All clarifications, interpretation, corrections, or responses to written questions will be made by Stantec in writing and issued to all Contractors. The responses will be issued no later than Friday, March 8, 2024. No oral explanations will be binding. In all cases, it will be the Contractor's responsibility to obtain the addenda issued. Itasca County shall not assume responsibility for the receipt by the Contractor of any addenda or other materials. Contractors will provide written acknowledgment of receipt of each addendum on the Proposal Form with their proposal submission.

3.3 Proposal Delivery Procedure.

Each proposal must be enclosed in a sealed envelope, appropriately marked, "Itasca County Transfer Station Operations and Materials Hauling Services RFP #SW-2024-2029" and addressed to:

Brett Ballavance, Senior Environmental Engineer

Stantec Consulting Services Inc.

11 E. Superior Street, Suite 330

Duluth, MN 55802

No responsibility shall be attached to Stantec for the premature or non-opening of a proposal not properly addressed and identified.

Proposals must be received no later than 2:00 pm Friday, March 29, 2024. One original and three (3) photocopies of the proposal shall be furnished. Proposals received prior to the deadline for submissions will be securely kept unopened.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals that are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine or electronic transmitted proposals shall not be accepted. An electronic pdf copy of this RFP is available at <https://www.co.itasca.mn.us/Bids.aspx> (Itasca County's website). Addenda, if any, will be posted on the website. It is the responsibility of all Contractors to check the website on Friday March 8, 2024 for addenda. All Contractors must acknowledge each addendum on the Proposal Form.

3.4 Withdrawal of Proposals.

Proposals may be withdrawn by the Contractor, prior to the 2:00 pm, March 29, 2024 deadline. Once a proposal is submitted to Itasca County, it becomes the property of the county. No Contractor may withdraw their proposal after the established deadline or before the award and execution on the contract. Proposals withdrawn after the submittal date shall be grounds for foreclosure on the Proposal Security as liquidated damages.

3.5 Format.

Submittals shall be prepared on standard 8.5" x 11" letter-sized paper, printed on both sides where possible. All responses shall be typed legibly and shall be double-spaced or one and one-half spaced.

No proposals or materials will be returned to the submitting Contractor. If a submitting Contractor chooses to include material of a confidential nature in its proposal, such material should be clearly identified as confidential. Itasca County will keep such information confidential to the extent permitted by law.

3.6 Incurred Costs.

All costs that each Contractor incurs in preparing and submitting its proposal are the sole responsibility of the Contractor(s) and shall in no event be paid or reimbursed by Itasca County.

3.7 Firm Proposal.

During the period in which the proposals are being evaluated, and prior to the execution of the Agreement(s) between Itasca County and the successful Contractor, each Contractor shall keep its

proposal in effect. Itasca County reserves the right to foreclose on the Proposal Security as liquidated damages should the Contractor fail to keep its proposal in effect.

3.8 Reservation of Rights.

Itasca County reserves the right to reject any or all proposals, to waive formalities, technical requirements and/or deficiencies and irregularities; or solicit new submittals, if such actions are deemed reasonable and in the best interest of Itasca County. Itasca County is also not obligated to execute any Agreements for the services described in this RFP. Any decision by the county board shall be considered final. Itasca County may also select one or more Contractors to participate in competitive negotiations for these services.

3.9 Compliance with Laws.

Contractors shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including but not limited to the County and federal, state, and local governments that are applicable to or in any manner may affect the services performed under the Agreement(s) entered into with the selected Contractor and any future amendments to the Agreement(s). The laws of the State of Minnesota shall govern this Agreement. Any court dispute between the parties will be venued in State District Court in Duluth, MN.

SECTION 4 PROPOSAL REQUIREMENTS

This section of the RFP is intended to describe the expected minimum proposal contents to be considered responsive.

4.1 Minimum Specifications/Deviations.

The items discussed in this section of the RFP are considered to be the minimum requirements for proposal submittals. Contractors may offer additional information that may aid in evaluation of its proposal. All documents shall be submitted in a sealed envelope.

4.2 Cover Letter.

Each Contractor shall submit a cover letter with the proposal which commits the Contractor, if selected, to carrying out all the provisions of the proposal. The cover letter shall further state that all information submitted in support of the proposal is accurate and factual, and that all representations made regarding the Contractor's willingness to make the required performance guarantees and the Contractor's concurrence with the proposed business arrangement are accurate. The cover letter shall be signed by an officer of the proposing organization empowered to sign such material and shall commit the Contractor to the obligations contained in the proposal.

4.3 Authorized Signatures.

All forms requiring signatures shall be signed by the same individual signing the cover letter. One copy of the proposal documents shall be clearly marked as the Original and shall contain the original signature forms, bonds and other original documents. The remaining documents may be reproductions.

4.4 Summary Organizational Plan.

Each Contractor will submit a Summary Organizational Plan which describes the proposed staff for providing services. A Summary Organizational Plan will be submitted with the Proposal Cost Form. Key staff from the organization shall be identified and introduced with a summary of their qualifications. At a minimum, key staff shall include a person with day-to-day management responsibility for Transfer Station Operations and Materials Hauling Services.

4.5 Summary Operational Plan.

The Summary Operational Plan will explain how waste will be accepted and then transferred and transported along with where Ultimate Disposal will take place and where Recyclables will be transported. In the Summary Operational Plan, Contractors will describe: 1) the Contractor's general operational practices, including equipment to be utilized; 2) proposed safety and emergency plans and procedures to avoid a disruption of services; 3) removal and management of unacceptable waste and 4) other services as listed. A Summary Operational Plan will be submitted with the Proposal Cost Form.

4.6 Summary Emergency Operations Plan.

Each Contractor submitting a Proposal Cost Form will discuss its plan to provide an alternate means of processing waste and transporting waste due to a disruption in the Transfer Station operations and Materials Hauling services or the Disposal Facility/Recycling Facility.

4.7 Enforcement and Litigation.

Each Contractor shall submit a discussion of any pre- enforcement notices, pending enforcement actions, or pending litigation with a potential total judgment in excess of \$100,000 against the Contractor or facilities owned or operated by the Contractor. Each Contractor shall also supply in the proposal submittal, evidence of any fines, sanctions, or settlements in excess of \$25,000 against the Contractor or facilities owned or operated by the Contractor in the past five (5) years.

4.8 Proposal Bid Security.

Each Contractor shall submit Proposal Bid Security as a guarantee that, if selected, it will enter into the Agreement for services with Itasca County in substantial conformity with its proposal. Proposal Bid Security shall consist of a surety bond, certified check, cashiers check, or other security acceptable to Itasca County in an amount equal to five (5) percent of the annual estimated materials hauling fee (assuming 30,000 tons of material is transported in a year). The proposal bid security shall be made payable to Itasca County.

SECTION 5 ADDITIONAL REQUIREMENTS IF CONTRACTOR IS SELECTED

Prior to execution of the Agreements with Itasca County the Contractor must provide the following:

5.1 Performance and Payment Bonds.

Upon commencement of the Agreement the Contractor shall furnish a Performance Bond for the faithful performance of each Agreement and a Payment Bond as security for the payment of all Contractor's obligations incurred in the performance of each Agreement. Each bond shall be executed by a surety company licensed to do business in the State of Minnesota. The Bonds shall indemnify Itasca County against any loss resulting from faulty equipment or negligence on the part of the Contractor or their employees or failure of performance by the Contractor, and for the payment of all Contractor's obligations incurred in the performance of each Agreement, not exceeding, however, the sum of each bond. The Bonds shall bind a surety licensed to do business in the State of Minnesota for the period throughout the terms of the Agreement(s) and any extensions thereof.

The Performance Bond for Itasca County shall be in the amount equal to three months of the total annualized agreement amount (using the assumption that 30,000 tons of material is transported in a year). The Bond required by this paragraph shall be in a form acceptable to, and made payable to, Itasca County.

The Payment Bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00) as security for the payment of all Contractor's obligations incurred in the performance of the Agreements. The Payment Bond shall guarantee payment of wages to all employees of the Contractor, and insurance premiums required fulfilling this Agreement in accordance with Minnesota Statutes Section 574.26. The Bonds shall bind a surety licensed to do business in the State of Minnesota throughout the terms of this Agreement and any extensions thereof. In lieu of such bonds, Contractor may furnish a letter of credit in form and substance and issued by a financial institution acceptable to Itasca County.

5.2 Final Operational Plans.

The successful Contractor will submit Final Operational Plans, acceptable to Itasca County for attachment to the Agreement, within ten days of the acceptance of the Contractor's proposal. The Final Operational Plans will include a detailed discussion of 1) the Contractor's general operational practices, including equipment to be utilized; 2) proposed safety plans and procedures; 2) removal and management of Unacceptable Waste and 3) other services as listed for the Itasca County Transfer Station operations and Materials Hauling services.

5.3 Emergency Operations Plans.

The successful Contractor will submit Emergency Plans acceptable to Itasca County, for attachment to the Agreement(s), within ten days of the acceptance of the Contractor's proposal.

SECTION 6 PROPOSAL CHECKLIST

This section of the RFP describes a proposal checklist summarizing the minimum required proposal contents. Each proposal shall be organized to include the following items in the following order.

6.1 Completed Proposal.

At a minimum, the original and 3 copies of the following items shall be submitted as part of each proposal package. Each Contractor will submit its sealed proposal in one envelope. Inside that envelope, the Contractor will have a separate sealed envelope containing the completed Proposal Form with pricing information and the Proposal Security.

The minimum submitted documents include:

1. A Cover Letter with the information required. (Section 4.2)
2. A separate Summary Organizational Plan for operations. (Section 4.4)
3. A separate Summary Operational Plan for operations. (Section 4.5)
4. A separate Emergency Operations Plan for operations. (Section 4.6)
5. An enforcement and litigation discussion. (Section 4.7)
6. Proposal Bid Security (Section 4.8)
7. Proposal Cost Form (Appendix A)

SECTION 7 PROPOSAL EVALUATION PROCESS

This section of the RFP describes the process to be followed in evaluating proposals.

7.1 Itasca County Evaluation Process Overview.

This RFP establishes general evaluation principles governing the review of proposals submitted hereunder. Notwithstanding those general principles, Itasca County reserves the right, at its sole discretion, to select as the preferred Contractor(s) which, in the County's judgment, is most appropriate for the conduct of the work contemplated by this RFP taking into account all considerations deemed relevant by Itasca County.

To evaluate the Proposals, Itasca County shall follow the process as described below:

1. Review the technical merit of each proposal. Technical merit is defined to include experience, overall proposal quality, and financial capability. It also includes the quality and completeness of the Summary Operational and Organizational Plans.
2. Based on technical merit, proposals shall be judged to be: 1) Acceptable; 2) Potentially Acceptable; or 3) Unacceptable. Unacceptable Proposals shall be defined to be those that substantially lack requested information, do not adequately address the Scope of Work, are submitted late, or are not submitted in the required format. Potentially Acceptable Proposals shall be defined to be those that lack some requested information. At Itasca County's discretion, Contractors submitting Potentially Acceptable Proposals may be notified of omissions or asked for clarification on certain aspects of their proposal(s). In addition, Itasca County may establish a time schedule for the Contractor to provide any missing information.
3. Based on submittal and evaluation of additional information, Potentially Acceptable Proposals may then be redefined as either Acceptable or Unacceptable.
4. Once all proposals are determined to be either Acceptable or Unacceptable, Itasca County shall then unseal and evaluate the cost information for Acceptable Proposals.
5. Itasca County shall calculate the Net Present Value (NPV) of costs reflected in each Proposal. All proposals shall be assumed to involve the same administrative costs and, as such, these costs shall not be included in the analysis. For purposes of evaluation of competing proposals, Itasca County will assume the United States Bureau of Labor Statistics calculates an inflation rate of 3% per year over the term of the contract.
6. Itasca County will then either develop a final ranking of proposals, or, select one or more proposals for further competitive negotiations. At the conclusion of all negotiations a recommendation to the County Board to select the number one ranked Proposal will then be submitted for consideration.

7.2 Itasca County Evaluation Criteria.

All of the acceptable proposals will be evaluated as to their ability to serve the County's needs. Proposals from Contractors not including adequate evidence meeting these criteria will not be considered.

The proposal evaluation will be based on the following criteria (in no predetermined order):

1. **Experience.** The demonstrated ability of the Contractor, through past performance, to provide adequate transfer station operation and materials hauling services, operate and maintain environmentally sound facilities which are protective of public health, safety, and welfare and which minimize exposure to environmental and other potential liability.
2. **Quality of Proposal.** The quality and reasonableness of the proposal including the Contractor's organizational and operational plans and adherence to all requirements of this RFP.
3. **Financial Capability.** The financial ability to provide the defined services (as demonstrated by information supplied by the Contractor which may include financial statements or financial assurance information) or assessment of other financial risks.
4. **Cost.** The proposed fees and rates for services shall be evaluated based on the total cost over the term of the Agreement. These costs shall include both the Contractor's proposed price and any unique, identifiable costs to Itasca County over and above those included in each Contractor's proposal.
5. **Other.** Environmental considerations of the proposal, including but not limited to preprocessing of waste prior to disposal, and other environmental consequences. Itasca County will also consider other services by the Contractor that provide added value to Itasca County.

APPENDIX A - PROPOSAL COST FORM

ITASCA COUNTY PROPOSAL FOR SERVICES

Main Transfer Station Operation Services	
Transfer Station MSW Operation Fee*	
Term:	60 Months
Per month rate:	\$

Main Transfer Station Operation Services	
Transfer Station Recycling Operation Fee*	
Term:	60 Months
Per month rate:	\$

Materials Hauling Services to a Permitted MSW Disposal Facility	
Proposed Disposal Facility/Facilities:	
Materials Hauling Fee*	
Term:	60 Months
Per ton rate:	\$

*The fees shall be adjusted by the CPI on July 1 of each year (beginning in the year 2025). Prior to the July 1 anniversary date, Itasca County shall compute the increase or decrease, if any, in the cost of living using as the basis for such computation the Consumer Price Index for all Urban Consumers, Minneapolis-St. Paul area - - all items (1982-84 = 100), hereinafter called the Index, published by the Bureau of Labor Statistics, United States Department of Labor.

Appendix A – Proposal Cost Form

By submitting a proposal, the Proposer certifies that he/she/they has studied the RFP Instructions and RFP Specifications, understands them and will comply with all requirements thereof.

Company	Date
---------	------

Address

City	State	Zip Code
------	-------	----------

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

TIN, FEIN or SS Number

Authorized Signature	Title	Date
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Receipt of Addenda (The receipt of the following addenda is hereby acknowledged)

Addendum No.			Dated:	
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Addendum No.			Dated:	
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Appendix B – Recent Itasca County Waste Data

APPENDIX B

Itasca County Historical Annual MSW Generation*

Year	Historical Annual MSW Generation (Tons)
2018	24,613
2019	26,036
2020	29,194
2021	30,286
2022	27,861
2030 Projected MSW Generation	25,951

*Table taken from NE MN Regional SWMP

Transfer Station Tons and Traffic 2022	Mon-Fri	Sat
Avg Number of licensed MSW Hauler Trucks per Day	30	2
Avg. Tons MSW delivered to Transfer Station per Day via Residents	5	1
Avg. MSW Transfer Trailers to Landfill per Day	6	0
Average Recyclables Collected/Transported	2 trailers	0 trailers
Construction & Demolition received per Day	2 tons	½ ton

2022 Monthly Transfer Station Tonnage	
January	1841
February	1539
March	2037
April	1981
May	2732
June	2801
July	2547
August	2771
September	2554
October	2407
November	2165
December	1747
TOTAL	27,122

APPENDIX C – ITASCA COUNTY STATEMENT OF WORK

Daily Operations:

- Operate the Transfer Station and be solely responsible for the employment of sufficient numbers of personnel and provide all necessary equipment to operate the Transfer Station in a manner that will ensure its smooth operation and will not unreasonably delay the unloading and loading of any haulers' trucks at the Transfer Station.
- Provide all containers needed to contain MSW, Recyclable Materials, Glass, and Demolition for smooth operations at the Transfer Station.
- Operate the Transfer Station Monday through Saturday from 8:00 am to 5:00 pm (except holidays) apart from Wednesdays when the Transfer Station shall be open 8:00 am to 7:00 pm to allow for greater convenience to Itasca County Residents. In addition, the Transfer Station shall be open for use by Commercial Customers from 7:00 am to 5:00 pm Monday through Saturday. Except for emergencies and inclement weather, Operator shall not alter the hours of operation without the consent of the County.
- Ensure that outbound containers, vehicles, and trailers are weighed and are going to appropriate facilities for the disposal of MSW and Recyclables. Operator shall be responsible for the proper and timely loading of all outbound containers, vehicles, and trailers with MSW accepted at the Transfer Station for disposal.
- Monitor, weigh and dump all Transfer Station Canisters as needed. Haul and place all MSW, Recyclables and Glass into designated containment areas.
- Operator shall provide signage to the exterior of the Transfer Station Scale Building with Operators name and phone number along with days and hours of operation.
- Operator will supply a phone line, internet service and answering service to answer any questions related to the operation of the Transfer Station.
- All required and necessary routine maintenance and housekeeping at the Transfer Station shall be the sole responsibility of the Operator. Operator shall be responsible for preventative maintenance, minor repairs and annual calibration of the scale, General and preventive maintenance on all garage doors, service doors and openers. Landscape maintenance including cutting the grass, snow removal, litter control measures, cleaning of the restrooms and lockers, maintaining/clean interior and exterior light fixtures and

Appendix C – Itasca County Statement of Work

operating the site in a clean and orderly manner in accordance with all regulations and federal, state, and local laws.

- Maintain and keep filled the water softener unit, along with any minor plumbing issues and repairs. Supply Transfer Station with a safe and clean form of water via water jugs for drinking and cooking. Well water to the Transfer station buildings is considered “non potable” by the Mn Department of Health.
- Operator shall contract with a rug service company to maintain clean rugs in the scale building on a weekly schedule.

Billing/Invoicing:

- All tipping fees will need to be established in the response to this RFP for Itasca County, Commercial Haulers/Customers before contract for operations is approved. Adjustments to fees will not be allowed after Contract is signed.
- Operator shall invoice the County for all MSW generated from County Canister Sites, Transfer Station Canisters and County projects delivered to the Transfer Station by a third-party designated contractor. Operator shall not charge the designated contractor any disposal or tipping fee related to County MSW.
- Operator shall not have the authority to adjust fees charged to Commercial Haulers or Commercial Customers of the Transfer Station.
- Operator shall invoice all Commercial Haulers/Customers, including themselves if they are one, the same rate per ton for all MSW being delivered to the Transfer Station from Itasca County residents in accordance with the County’s invoicing payment terms and conditions.
- Operator agrees to waive all fees to any Commercial Hauler, including themselves if they are one, from recyclable items being hauled into the Transfer Station.
- Operator will establish a system to track all demolition tonnages received from Commercial Demolition haulers and outlying canister sites and provide a quarterly report of tonnage totals received from each hauler and copies of corresponding scale tickets. The necessary information will be provided to the Itasca County Environmental services Department who will invoice those haulers quarterly.

Appendix C – Itasca County Statement of Work

Other:

- Operator shall cooperate with the County and provide all requested information (with quantities) necessary for reports and filings required by the State, County, City and any other federal, state or local regulatory entity; provided, however, that ultimately, it is the County's responsibility to submit or file all such reports and filings.
- Operator shall be responsible to take all reasonable safety precautions with respect to the Work, its employees, and all invitees to the Transfer Station, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority.
- Operator shall monitor and empty the liquid collection tank (msw) at the Transfer Station and shall cause the appropriate disposition of the liquid waste at a site permitted to accept such waste. Operator shall be responsible for the costs of transporting, treating, and disposing of the liquid waste.
- Operator shall notify contracted companies when service to the metals, oils, antifreeze, batteries, tires and any other service is required.
- Operator shall collect, package, box and ship all small batteries accepted through "Call2Recycle" a lithium battery collection service.
- Operator shall monitor computer-controlled systems for heat, air quality, light, fire suppression and notify County when repairs are necessary.
- Operator shall let the County use a mutually agreed upon area within a Transfer Station building for County's household hazardous waste program at no additional cost. The County is solely responsible for the implementation of operation of the County's household hazardous waste program.
- Operator shall immediately notify the Environmental Service Department (ESD) together with MPCA of the occurrence of any emergency at the Facilities. Emergency is a fire, explosion or release to the air, land or water of pollutants that threaten human health or environment. Within two weeks after an emergency, Operator shall assist the County in preparation of any required report to the MPCA describing the Emergency and procedures followed to minimize potential hazards.
- Contractor shall exercise commercially reasonable efforts in assisting the County in the County's completions and submittal of the 5-year Industrial Stormwater Plan, quarterly report and annual reports. Contractor shall cooperate with County regarding reports and filings required by the State, County, City and any other federal, state or local regulatory entity; provided, however, that ultimately, it is the County's responsibility to submit or file all such reports and filings.
- Operator shall be responsible for all utility bills in the operation of the Transfer Station.

Appendix C – Itasca County Statement of Work

- Operator will be first point of contact in the event of a fire or other alarm activation at the Transfer Station.

Loading and Hauling:

- Operator shall monitor the demolition inspection area as well as load and haul demolition from this area to the demolition landfill as needed. The operator shall notify the Demolition Contractor when the demolition landfill needs attention.
- Operator will load and haul all MSW and Recyclable Materials off site to a mutually designated location agreed upon by both Operator and County.
- County has an “electronics recycling program” for residents. Operator will collect and transport electronics to a facility licensed to receive “E-Waste” approved by the County.
- Operator will maintain the Compost and Brush area located at the Transfer Station. This should include piling up brush as needed, placing compost in windrowed areas each spring and assisting the public on proper composting.

Itasca County Prepaid Coupons:

- Operator shall be responsible for accepting Prepaid Coupons from Individual Self-Haulers.
- The County will continue to sell and retain the revenue from the sale of disposal coupons (“Prepaid Coupons”) issued to Individual Self-Haulers of MSW, tires, metals and Demolition Debris. The Prepaid Coupons provide access to the Facilities. The Prepaid Coupon is presented to the Operator and “punched” each time waste is delivered to the Facilities. The punches on a Prepaid Coupon shall be calculated by multiplying the quantity of waste to be tipped by the Tipping Fee.
- Operator shall adhere to the following practices and procedures for Prepaid Coupons:
 - A. Individual Self-Haulers will be counted by vehicle.
 - B. The quantity of the household MSW, tires, metals and demolition waste to be tipped shall be assessed by volume and weight and documented on County approved forms.
 - C. Operator shall collect fully utilized Prepaid Coupons that have been completely punched or used from Individual Self-Haulers and provide them to the County within 30 days of the last punch.
 - D. A coupon substitute in a form similar to that set forth in Exhibit C shall be completed in triplicate and signed by both the Individual Self Hauler and Operator in the event the Individual Self-Hauler does not possess a Prepaid Coupon (or the required amount).

Appendix C – Itasca County Statement of Work

- E. The Individual Self-Hauler shall be instructed verbally by Operator to submit the coupon substitute together with payment to the County Environmental Services office within 14 days from the date the coupon substitute is used.
- F. Operator shall retain its copy of the coupon substitute and shall submit the County's copy to the County.
- G. Operator shall assist the County's efforts to track Prepaid Coupons and unpaid Coupon Substitutes.
- H. Operator, at its sole option, may from time to time assist the County in the process of collecting coupon substitutes.

Canister Sites:

- Operator shall provide containers for each of the following types of Recyclable Materials at each of the Canister Sites: 1) glass, 2) newspaper and magazines, 3) Tin and aluminum, 4) cardboard, and 5) plastic bottles and jugs. Operator shall collect Recyclable Materials from the recycling containers at the Canister Sites weekly and transport that material to the Transfer Station or to a Designated Recycling Facility and weigh all loads. Operator may subcontract this work to an alternative subcontractor approved by the County.
- Operator shall provide enclosed roll-off containers for the collection, transportation and recycling of "Electronics", at six (6) of the Canister Sites for the purpose of allowing the public to dispose of TVs at these sites. Operator will exchange these roll-off containers as needed hauling the full containers to the Transfer Station.
- Itasca County reserves the right to expand any services they see fit to any/all Canister Sites that would better benefit the residents of Itasca County.

Appendix D – Itasca County Transfer Station Permit #SW-448-005

June 4, 2020

Mr. Greg Stoltz
123 Northeast 4th Street
Grand Rapids, MN 55744-2659

RE: Itasca County Demolition Landfill/MSW Transfer Station, SW-448-005
Permit Reissuance

Enclosed please find the Solid Waste Facility Permit No. SW-448-005 for your facility located at 29959 Bass Lake Road East Grand Rapids, Minnesota 55744, Itasca County, Minnesota. The Minnesota Pollution Control Agency (MPCA) has prepared this permit in accordance with Minn. Stat. chs. 115, 115A, and 116, and Minn. R. chs. 7000, 7001, and 7035. No written comments were received during the 30-day public comment period.

If you have any questions about any portion of this permit, I may be reached at 651-757-2462 or by email at orten.abad@state.mn.us.

Sincerely,

Orten Abad

This document has been electronically signed.

Orten Abad
Engineer
Resource Management & Assistance Division

OA:map

Enclosure: Permit

cc: Activity IND20120001 @ 1469

Solid Waste Facility Permit**SW-448-005****Permittee:** Itasca County Demolition Landfill/MSW Transfer Station**Facility name:** Itasca County Demolition Landfill/MSW Transfer Station
29959 Bass Lake Road East
Grand Rapids, Minnesota 55744
Itasca County**Issuance date:** June 1, 2020**Expiration date:** June 1, 2030

In accordance with Minn. Stat. chs. 115, 115A, and 116, and Minn. R. chs. 7000, 7001, and 7035, the Minnesota Pollution Control Agency (MPCA) hereby issues this permit and authorizes the Permittee listed on the following page to construct and operate the facility under the conditions set forth in this permit.

The determination to issue this permit is discretionary with the MPCA and was made subsequent to MPCA staff review of the permit application. The term commissioner, as used in this permit, refers to the MPCA Commissioner or MPCA personnel who have been delegated explicit authority by the commissioner. Other terms used in this permit are defined in Minnesota Statutes, the MPCA Solid Waste Management Rules, or specifically defined in this permit.

This permit is effective on the issuance date identified above, and supersedes the previous permit that was issued for this facility. This permit expires at midnight on the expiration date identified above.

Signature: *Elizabeth Gawrys*

This document has been electronically signed.

Elizabeth Gawrys
Supervisor
Solid Waste Permitting Unit
Resource Management & Assistance Division

for the Minnesota Pollution Control Agency

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1. List of Permittees

The following Permittee(s) are authorized to construct and operate the Itasca County Demolition Landfill/MSW Transfer Station, SW-448-005, under the conditions set forth in this permit.

Permittee activity owner:

Itasca County
123 Northeast 4th Street
Grand Rapids, Minnesota 55744-2659

Permittee land owner:

Itasca County
123 Northeast 4th Street
Grand Rapids, Minnesota 55744-2659

Permittee operator:

Waste Management
511 West Highway 2
Cohasset, Minnesota 55721-2288

2. Permitted facility description

The Itasca County Demolition Landfill/MSW Transfer Station (Facility) is located at:

29959 Bass Lake Road East
Grand Rapids, Minnesota 55744
Itasca County

Itasca County Demolition Landfill and Transfer Station (the facility) was originally permitted on June 30, 1998, as an unlined Class I demolition landfill and transfer facility. The facility consists of 120-acres of land and it is located approximately three (3) miles north of the City of Cohasset, Minnesota.

The site contains four separate solid waste operations (some active and others that are closed). One of the operations was a county operated unlined municipal solid waste (MSW) landfill. That ownership and operation was taken over by the MPCA's Closed Landfill Program. Another operation was an unlined demolition landfill (DD 001) closed on February 2012. The third operation is a Class I unlined demolition landfill (DD 002) permitted on August 29, 2007. The fourth operation is a transfer station permitted on June 30, 1998.

The transfer/recycling station building has an area of 35,000 square feet and contains two components: the solid waste transfer area and the recycling area. The transfer area occupies approximately 23,000 square feet and the recycling area occupies approximately 12,000 square feet. The transfer/recycling station building is currently permitted to handle Municipal Solid Waste (MSW), electronics, appliances, paper and plastic. The transfer area contains a personnel room, MSW tipping floor, and MSW loadout area. The area along the southeast wall of the building is used for recycling. Yard waste, scrap metal, glass, tires and cardboard are stored outside. The Class I demolition landfill (DD 002) consists of Phases 1 through 10. There are two active Phases: Phase 1 (108,700 cubic yards waste-in-place) and Phase 2 (22,300 cubic yards waste-in-place). There is no current waste in-place in Phases 3 through 10, but each phase will be of approximately 13,500 cubic yards. The facility's in place waste volume is 131,000 cubic yards and the remaining permitted capacity is 133,000 cubic yards. The total permitted and design capacity for this permit action is 264,000 cubic yards for Phases 1-10.

The Permittee has a Conditional Use Permit # 060048 from Itasca County.

The following changes to the permit are also made through this permit action:

- The permit has been updated to reflect current MPCA templates and standard citation formatting.
- Operation and maintenance requirements for the closed demo, DD 001, have been included in this permit reissuance.
- Permitted capacity, phase development, and engineering plans have been updated for DD 002.
- An underground storage tank (UST) for leachate has been added to the permit for the transfer station.
- The groundwater monitoring schedule was adjusted to include more frequent monitoring for parameters of concern at the site.
- The contingency action plan for potential groundwater contamination will be revised and submitted to the MPCA, as required by a submittal action in the permit.
- A description of actions to address documented groundwater quality exceedances will be revised and submitted, as required by a submittal action in the permit.
- The Sampling and Analysis Plan (SAP) was updated.

3. Permit requirements

SW-448	Itasca Co Demo Landfill/MSW Transfer Station
3.1.1	General.
3.1.2	"ACM" means Asbestos Containing Material. [40 CFR 61.141]
3.1.3	"Class I Demolition Landfill" means an unlined demolition landfill that can only accept "Acceptable C & D Wastes," requires stringent screening of the waste that enters the facility, and may require a groundwater monitoring system based upon facility location, soil types and proximity to human and environmental receptors. A liner is not required at this facility. [Minn. R. 7001.0150, subp. 2]
3.1.4	"Commissioner" means the Commissioner of the Minnesota Pollution Control Agency (MPCA), or any individual who is authorized to review and approve submittals on behalf of the Commissioner. [Minn. R. 7035.0300, subp. 16]
3.1.5	"Design Capacity" means the maximum estimated potential airspace to be occupied by a land disposal facility, including all cover systems. "Design capacity" is used only for planning purposes and is distinct from permitted capacity. "Design capacity" is an estimate dependent on the existing landholdings of the Permittee, existing regulations that affect development and design (including required buffer areas, stormwater management requirements, and slopes), engineering designs, and site developmental plans. It includes all areas that have been completed, all active areas, and all proposed areas based on the largest design footprint shown on the plan sheets. It is the volume that, upon final closure of the facility, would be occupied by waste (along with all associated materials including cover) measured from the base of the fill to the top of the proposed final cover. [Minn. R. 7035.0300, subp. 32]
3.1.6	"Facility" has the meaning given in Minn. R. 7035.0300, subp. 37. [Minn. R. 7035.0300, subp. 37]
3.1.7	"Permitted Capacity" means the total amount or acceptance rate allowed for storage, composting, processing, transfer or disposal at the facility as found in the Waste Capacity Table of this Permit. For land disposal facilities, "permitted capacity" as stated in the Waste Capacity Table includes the volume already filled by previous disposal activities, and airspace volume authorized to be used during the ten-year term of the current permit, including cover systems. [Minn. R. 7001.0150, subp. 2]
3.1.8	"Permittee" means the landowner, facility owner(s), and facility operator(s). [Minn. R. 7001.3060]
3.1.9	"Solid waste storage" means the holding of solid waste for more than 48 hours in quantities equal to or greater than ten cubic yards. [Minn. R. 7035.0300, subp. 104]
3.1.10	"Waste Activity" means the storage, processing, transfer, utilization, treatment, or disposal of solid waste and waste by-products. [Minn. R. 7001.0150, subp. 2]
3.1.11	"Waste Activity Area" means the land, structures, monitoring devices, and other appurtenances and improvements on the land associated with a waste activity. [Minn. R. 7001.0150, subp. 2]
3.1.12	The facility waste activities authorized by this permit are limited to those activities described in the Waste Capacity Table of this permit. [Minn. R. 7001.0150, subp. 2]
3.1.13	The Permittee shall keep the status of the permit current and up-to-date. [Minn. R. 7001.0150, subp. 2]
3.1.14	The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the Agency, in accordance with all state and federal statutes, rules and regulations, and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 2]
3.1.15	The facility encompasses approximately 120 acres and is located in Sec. 22, T56 N, R26W, 56 North Township, Itasca County. The physical address is: 29959 East Bass Lake Road, Grand Rapids, Minnesota 55744 The mailing address is: 123 Northeast 4th Street, Grand Rapids, Minnesota 55744. [Minn. R. 7001.0150, subp. 2]

3.1.16	The Permittee shall notify the MPCA before transferring ownership or operation of a solid waste management facility during its operating life or during postclosure care period in accordance with Minn. R. 7035.2535, subp. 2. [Minn. R. 7035.2535, subp. 2]
3.1.17	Permit Documents
3.1.18	The approved plans and engineering documents are incorporated into this permit. In addition, once approved by the Commissioner, the Permittee shall comply with all submittals that are submitted in accordance with the terms of this permit. In all cases where the permit and the plans or submittals differ, the requirements of the permit shall govern over a condition in the plan or submittal. The approval by the Commissioner of the plans and specifications shall not release the Permittee from any present or subsequent requirements of statutes, rules, regulations, or ordinances. [Minn. R. 7001.0150, subp. 3(E), Minn. R. 7035.2610]
3.1.19	The permit application approved by this permit is signed and dated May 7, 2012. [Minn. R. 7001.0010]
3.1.20	The engineering documents approved by this permit include, but are not limited to: 1. Final Cover Certification Report, dated February 2012 2. Operations and Maintenance Manual, dated May 7, 2012 3. Contingency Action Plan, dated May 7, 2012 and November 12, 2019 4. Closure/Postclosure Plan, dated November 12, 2019 5. Cost Estimates, dated November 12, 2019 6. Industrial Solid Waste Management Plan, dated May 7, 2012 7. Engineering Plans/Drawings, dated November 12, 2019. [Minn. R. 7001.0150, subp. 3(H)]
3.1.21	The hydrogeologic documents approved and/or referenced by this permit include, but are not limited to: 1. Permit Application Report: Itasca County Demolition Disposal Area, dated September 1993 2. Application for Permit Renewal: Itasca County Cohasset Demolition Debris Landfill, dated March 2007 3. Sampling and Analysis Plan: Itasca County-Cohasset Demolition Debris Landfill, dated August 2007 4. Application for Permit Renewal: Itasca County Demolition Landfill/MSW Transfer Facility, dated April 2012 5. Annual Monitoring Reports through 2018 6. Permit Reissuance Submittals, dated November 2019, December 2019, and January 2020 7. Sampling and Analysis Plan, Itasca County, submitted in Permit Reissuance Submittals, dated November 2019. [Minn. R. 7001.0150, subp. 3(H), Minn. R. 7001.3275]
3.1.22	Any revised plans shall be submitted for approval by the Commissioner. The Permittee shall obtain approval from the Commissioner on all revised engineering plans prior to construction of the affected portion of the facility. [Minn. R. 7001.0150, subp. 3(M), Minn. R. 7035.2610]
3.1.23	Design And Construction Criteria.
3.1.24	The Permittee may not locate, establish, or construct a solid waste management facility in areas designated in Minn. R. 7035.2555. [Minn. R. 7035.2555]
3.1.25	The Permittee shall construct the facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565. The Permittee shall design any proposed future expansions of the facility in accordance with this rule. [Minn. R. 7035.2565]
3.1.26	The Permittee shall construct the waste activity area where solid waste is stored in accordance with Minn. R. 7035.2855 except as provided in, subp. 1 and Minn. R. 7035.2525, subp. 2. [Minn. R. 7035.2855]
3.1.27	The Permittee shall construct the stormwater management system for the facility with Best Management Practices to manage stormwater discharge in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity. The issuance of this permit does not release the Permittee from the obligation to obtain an NPDES/SDS permit. [Minn. R. 7001.1090]
3.1.28	The Permittee shall submit a construction plan to the Commissioner for approval prior to construction if the construction plan proposes any major revisions to the approved design. [Minn. R. 7001.0150, subp. 3(H), Minn. R. 7035.2610]

3.1.29	The Permittee shall notify appropriate MPCA staff at least ten (10) working days in advance of the construction of the facility or any component thereof unless the Commissioner orders otherwise. [Minn. R. 7001.0150, subp. 3(M)]
3.1.30	The Permittee shall submit a construction certification for approval by the Commissioner in accordance with Minn. R. 7035.2610. A facility waste activity or any new design feature shall not be placed into operation until the construction certification has been approved by the Commissioner. [Minn. R. 7035.2610]
3.1.31	The Permittee shall not make any major alterations or additions to the facility that would materially alter the manner in which waste is managed without first obtaining the written consent of the Commissioner. [Minn. R. 7001.0150, subp. 3(M)]
3.1.32	Operation And Maintenance Criteria.
3.1.33	The Permittee shall ensure that the required number of operators, trained or certified under Minn. R. 7035.2545 and Minn. R. 7048.0100 to 7048.1300, are present and on duty at all times that the facility is open for the purpose of receiving waste. [Minn. R. 7035.2545, Minn. R. 7048.0100-1300]
3.1.34	The Permittee shall prevent unauthorized entry onto the facility in accordance with Minn. R. 7035.2535, subp. 3. In addition, the Permittee shall post a sign at the entrance of the facility and each waste activity area showing the facility name, MPCA permit number, hours of operation, the acceptable waste, and any other relevant information. [Minn. R. 7035.2535, subp. 3]
3.1.35	The Permittee shall establish and maintain a personnel training program consisting of classroom instruction and on-the-job training. The program shall address the requirements identified in Minn. R. 7035.2545, subp. 3, and shall include the specific training necessary to perform the tasks associated with each solid waste management area within the facility. The Permittee shall maintain a record of all personnel training and submit the dates of training in the annual report. [Minn. R. 7035.2545, subp. 3]
3.1.36	The Permittee shall prepare and maintain an operations and maintenance manual for the facility. The manual shall include operations and maintenance criteria that are specific to each solid waste management area within the facility. [Minn. R. 7001.3300, subp. P]
3.1.37	The Permittee shall construct and maintain all-weather approach and access roads to all waste activity areas within the facility. [Minn. R. 7001.0150, subp. 3(E)]
3.1.38	The Permittee shall not accept for disposal, any source-separated recyclable materials unless the commissioner has determined that no other person is willing to accept the recyclable material. [Minn. Stat. 115A.95]
3.1.39	Storage Of Solid Waste.
3.1.40	The Permittee shall provide satisfactory storage for all solid waste accumulated at the facility in accordance with Minn. R. 7035.0700 and Minn. R. 7035.2855. [Minn. R. 7035.0700, Minn. R. 7035.2855]
3.1.41	The Permittee shall keep the facility grounds and immediately adjacent property free of litter stemming from the facility operations. The facility grounds and adjacent property shall be inspected and cleared of all litter at least once per week. [Minn. R. 7001.0150, subp. 3(O)]
3.1.42	The Permittee shall manage the facility to be in compliance with Minn. R. 7011.0150 to prevent particulate matter from becoming airborne. [Minn. R. 7011.0150]
3.1.43	The Permittee shall manage all free liquids that have come in contact with solid waste so that the liquids are not discharged as stormwater. [Minn. R. 7001.0150, subp. 2]
3.1.44	The Permittee shall provide effective measures to control flies, rodents and other insects or vermin as necessary. [Minn. R. 7001.0150, subp. 2]
3.1.45	The Permittee shall provide for the proper collection and transportation of solid waste in accordance with Minn. R. 7035.0800. [Minn. R. 7035.0800]
3.1.46	The Permittee shall not accept the wastes identified in Minn. R. 7035.2535, subp. 1 for treatment, storage, processing, or disposal. [Minn. R. 7035.2535, subp. 1]

3.1.47	The Permittee shall manage industrial solid waste for each waste activity as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 5. The Permittee shall include the information required by Minn. R. 7035.2575, subp. 2, items B and C in the annual report for each industrial waste accepted at the facility. [Minn. R. 7035.2535, subp. 5]
3.1.48	The Permittee shall manage household hazardous waste as specified in the approved plan in accordance with Minn. R. 7035.2535, subp. 6. [Minn. R. 7035.2535, subp. 6]
3.1.49	The Permittee shall operate and maintain the stormwater management system for the facility with Best Management Practices to manage stormwater discharges in accordance with the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit for the discharge of stormwater associated with an industrial activity and/or a construction activity. [Minn. R. 7001.1090]
3.1.50	The Permittee shall operate and maintain the facility to prevent pollution of groundwater and surface water, minimize the contamination of soils from solid waste, and maintain the facility in conformance with MPCA air pollution control rules in accordance with Minn. R. 7035.2565. [Minn. R. 7035.2565]
3.1.51	The Permittee shall provide and maintain adequate emergency equipment at the facility to control accidental fires, and make arrangements with the local fire protection agency to immediately acquire their services when needed. The Permittee shall also provide adequate communications equipment for emergency purposes. [Minn. R. 7035.2595, subp. 2&4]
3.1.52	The Permittee shall keep a written operating record at the facility in accordance with Minn. R. 7035.2575. [Minn. R. 7035.2575, subp. 2]
3.1.53	The Permittee shall inspect the facility in accordance with the schedule and items approved by the Commissioner as defined by Minn. R. 7035.2535, subp. 4. The Permittee shall record inspections in an inspection log or summary and shall keep these records for at least five years. [Minn. R. 7035.2535, subp. 4]
3.1.54	The Permittee shall maintain a copy of the approved emergency procedures manual at the facility for facility personnel to use in time of emergency. [Minn. R. 7035.2595, subp. 5]
3.1.55	The Permittee shall maintain a copy of the approved contingency action plan at the facility. [Minn. R. 7035.2615]
3.1.56	The Permittee shall maintain a copy of the approved facility closure plan, and all revisions to the plan, at the facility until closure is completed and certified in accordance with Minn. R. 7035.2625. [Minn. R. 7035.2625, subp. 3]
3.1.57	The Permittee shall maintain a copy of the approved postclosure care plan, and all subsequent amendments, until the postclosure care period begins. During the postclosure care period, the plan shall be kept by the contact person identified in Minn. R. 7035.2645, subp. 2, item C. [Minn. R. 7035.2645, subp. 2]
3.1.58	Monitoring Criteria.
3.1.59	The Permittee shall design, construct, operate, and maintain the disposal area to achieve compliance with the analytical limits set forth in the Sampling and Monitoring Requirements of this permit. These limits are based upon the Minnesota Department of Health, Health Risk Limits (HRL), Health-Based Values (HBV), Risk Assessment Advice (RAA), and US EPA Maximum Contaminant Level (MCL) and replace the standards listed in Minn. R. 7035.2815, subp. 4, item F, as provided for in Minn. R. 7035.2815, subp. 4, item H. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 4(F & H)]
3.1.60	The Permittee shall establish compliance boundaries as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2815, subp. 4, items A through E. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 4(A-E)]
3.1.61	The Permittee shall maintain the adequacy of the water monitoring system to reliably detect pollution and to comply with this permit. [Minn. R. 7035.2815, subp. 10]
3.1.62	The Permittee shall determine the initial water quality in new monitoring points and monitoring systems, and perform background monitoring in accordance with Minn. R. 7035.2815, subp. 14, item E. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 14(E)]

3.1.63	The Permittee shall develop and keep current a written monitoring protocol for the disposal area according to Minn. R. 7035.2815, subp. 14, item G and shall ensure the protocol is followed during sampling and sample analysis. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 14(G)]
3.1.64	The Permittee shall conduct groundwater quality sampling and analysis as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2815 subp. 14, and shall include the monitoring stations identified in this Permit. The Permittee shall conduct the sampling according to the schedule shown in the Sampling and Monitoring Requirements of this Permit. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 10]
3.1.65	When technically feasible the analytic reporting limit must be less than or equal to the intervention limit for each parameter specified in this permit. A discussion must be provided in the annual report for parameters where the reporting limit is greater than the intervention limit. The MPCA defines what is technically feasible for various parameters in MPCA document: Laboratory Achievable Reporting Limits (w-sw3-58.xls). [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 14]
3.1.66	The sampling window for the Spring Quarter, denoted as "Apr" on the Sampling and Monitoring Requirement Table, is between March 14 and May 14 of each calendar year. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 10]
3.1.67	The sampling window for the Summer Quarter, denoted as "Jul" on the Sampling and Monitoring Requirement Table, is between June 21 and August 7 of each calendar year. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 10]
3.1.68	The sampling window for the Fall Quarter, denoted as "Oct" on the Sampling and Monitoring Requirement Table, is between October 1 and November 21 of each calendar year. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 10]
3.1.69	The sampling window for the Winter Quarter, denoted as "Dec" on the Sampling and Monitoring Requirement Table, is between December 1 and January 21 of each calendar year. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 10]
3.1.70	The Permittee shall take the actions listed in Minn. R. 7035.2815, subp. 4, item G. if an intervention limit established in this permit is exceeded. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 4(G)]
3.1.71	Reporting Criteria.
3.1.72	The Permittee shall submit an annual facility report for the preceding calendar year in accordance with Minn. R. 7035.2585 in a format prescribed by the MPCA. The annual facility report shall include waste types, volumes, management methods, and final destinations. When required of a waste activity, the report shall include summary evaluation reports and specific annual reporting requirements and monitoring results. The Permittee shall submit the report to the Commissioner according to the schedule in the Submittal/Action requirements section of this Permit. [Minn. R. 7035.2585]
3.1.73	The Permittee shall submit an electronic copy of all monitoring data including groundwater and field data for each monitoring event. Electronic data shall be submitted in the format specified by the MPCA. The schedule for submitting electronic monitoring data shall follow the schedule outlined in the Submittal/Action Requirements section of this permit.[Minn. R. 7001.0150. [Minn. R. 7001.0150]
3.1.74	The Permittee shall submit a complete copy of all monitoring results via email in PDF format to solidwastereports.pca@state.mn.us. The facility name and permit number must be in the subject line of the email. The monitoring results must be accompanied by information sufficient to establish the reliability, precision, and accuracy of the reported values, including but is not limited to the analytical report, chain of custody forms, filed notes, data analysis, and recommendation for monitoring adjustments. [Minn. R. 7001.0150]
3.1.75	The Permittee shall collect location and elevation data for all monitoring points. Location data shall be submitted in an approved coordinates system. Elevation data for monitoring wells shall include the elevation of the riser pipe and ground surface. The depth of wells from the riser pipe shall also be identified. If existing data is being reported the surveying method and datum used to collect this information shall be identified. [Minn. R. 7001.0150]

3.1.76	The Permittee shall submit an annual water and evaluation report in accordance with Minn. R. 7035.2585 and 7035.2815, subp. 14, item Q. The Permittee shall submit the report to the Commissioner, as part of the annual facility report, according to the schedule in this Permit. [Minn. R. 7001.0150, subp. 2, Minn. R. 7035.2815, subp. 14(Q)]
3.1.77	Contingency Action Criteria.
3.1.78	The Permittee shall address all facility waste activities as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2615. [Minn. R. 7035.2615]
3.1.79	If a fire occurs in the waste deposit area, the Permittee shall immediately implement its contingency action plan to extinguish the fire. [Minn. R. 7001.0150, subp. 3(E)]
3.1.80	Within 24 hours of discovery of the fire, the Permittee shall provide notice to the MPCA that a fire has occurred and that the contingency action plan has been implemented. If the Permittee has not extinguished the fire within two weeks of notice, the Permittee shall again notify the MPCA and shall provide the name of the professional engineer that the Permittee has hired to develop a revised plan for further fire fighting efforts. The Permittee shall submit the revised plan to the MPCA for review and approval within 15 days of the notice to the MPCA that a revised plan is being prepared. To be approved, the revised plan shall identify the action that will be taken to extinguish the fire, including sources for materials and equipment and a timeline for implementation, and shall be signed by a registered professional engineer. The Permittee shall implement the revised plan upon approval by the MPCA. [Minn. R. 7001.0150, subp. 3(E)]
3.1.81	The Permittee shall implement the actions necessary to comply with the contingency action requirements in accordance with Minn. R. 7035.2615. [Minn. R. 7035.2615, subp. 2]
3.1.82	The Permittee shall notify the Minnesota Duty Officer immediately of the discharge, accidental or otherwise, of any substance or material under its control which, if not recovered, may cause pollution of waters of the state. The Permittee shall recover as rapidly and as thoroughly as possible such substance or material and take immediate action to minimize or abate pollution of waters of the state. The MN Duty Office can be reached at 800-422-0798. [Minn. Stat. 115.061]
3.1.83	The Permittee shall maintain and operate the facility to minimize the possibility of a fire, explosion, or any release to air, land, or water of pollutants that threaten human health or the environment in accordance with Minn. R. 7035.2595. [Minn. R. 7035.2595, subp. 1]
3.1.84	The Permittee shall take all reasonable containment measures during an emergency and submit a written report to the Commissioner in accordance with Minn. R. 7035.2605. [Minn. R. 7035.2605, subp. 1]
3.1.85	Closure Criteria.
3.1.86	The Permittee shall close each waste activity, or the entire facility as appropriate, as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2625. [Minn. R. 7035.2625]
3.1.87	The Permittee shall perform closure for each waste activity as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2635. [Minn. R. 7035.2635]
3.1.88	The Permittee shall complete closure activities for the waste activity area in accordance with the closure plan within 180 days following the beginning of closure as specified in the closure procedures above. [Minn. R. 7001.0150, subp. 3(E)]
3.1.89	Postclosure Criteria.
3.1.90	The post-closure care period shall be a minimum of twenty years starting on the date the Commissioner approves the facility's final closure certification report. [Minn. Stat. 116.07, subd. 4h]
3.1.91	The Permittee shall comply with postclosure requirements as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2645. [Minn. R. 7035.2645]
3.1.92	The Permittee shall perform postclosure care for each waste activity as specified in the approved plans and specifications, and in accordance with Minn. R. 7035.2655, subp. 1. [Minn. R. 7035.2655, subp. 1]
3.1.93	The Permittee shall comply with postclosure use of property requirements in accordance with Minn. R. 7035.2655, subp. 2. [Minn. R. 7035.2655, subp. 2]

3.1.94	Prior to the end of the postclosure care period the Permittee must submit to the MPCA, for review and approval, a Post Closure Care Summary Report signed by a professional engineer licensed with the State of Minnesota. [Minn. R. 7035.2645]
3.1.95	Financial Criteria.
3.1.96	The Permittee shall keep the current cost estimates for contingency action, closure and postclosure care for each waste activity at the facility during the operating life in accordance with Minn. R. 7035.2685, subp. 2. [Minn. R. 7035.2685]
3.1.97	General Conditions.
3.1.98	The MPCA's issuance of a permit does not release the Permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes, or regulations, or local ordinances including, but not limited to, those promulgated pursuant to Minn. Stat. chs. 115, 115A, 116, 400 and 473. This permit shall be permissive only and shall not be construed as estopping or limiting any claims against the Permittee, its agents, contractors, or assigns, nor as estopping or limiting any legal claims of the state against the Permittee, its agents, contractors, or assigns for damages to state property, or for any violation of the terms of this permit. [Minn. R. 7001.0150, subp. 3(A)]
3.1.99	The MPCA's issuance of a permit does not prevent the future adoption by the MPCA of pollution control rules, standards, or enforcement orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or enforcement orders against the Permittee. [Minn. R. 7001.0150, subp. 3(B)]
3.1.100	The permit does not convey a property right or an exclusive privilege. [Minn. R. 7001.0150, subp. 3(C)]
3.1.101	The MPCA's issuance of a permit does not obligate the MPCA to enforce local laws, rules or plans beyond that authorized by Minnesota Statutes. [Minn. R. 7001.0150, subp. 3(D)]
3.1.102	The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the submittals and specifications approved by the MPCA and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 3(E)]
3.1.103	The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, subp. 3(F)]
3.1.104	The Permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the MPCA or the Commissioner by the permit. The Permittee shall immediately upon discovery report to the Commissioner an error or omission in these records, reports, submittals or other documents. [Minn. R. 7001.0150, subp. 3(G)]
3.1.105	The Permittee shall, when requested by the Commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the permit or regarding the conduct of the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(H)]
3.1.106	When authorized by Minn. Stat. 115.04, 115B.17, subd. 4 and 116.091, and upon presentation of proper credentials, the MPCA, or an authorized employee or agent of the MPCA, shall be allowed by the Permittee to enter at reasonable times upon the property of the Permittee to examine and copy books, papers, records, or memoranda pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(I)]

3.1.107	If the Permittee discovers, through any means, including notification by the MPCA, that noncompliance with a condition of the permit has occurred, the Permittee shall take all reasonable steps to minimize the adverse impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance. [Minn. R. 7001.0150, subp. 3(J)]
3.1.108	If the Permittee discovers that noncompliance with a condition of the permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall, within 24 hours of the discovery of the noncompliance, orally notify the Commissioner. Within five (5) days of the discovery of the noncompliance, the Permittee shall submit to the Commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. [Minn. R. 7001.0150, subp. 3(K)]
3.1.109	The Permittee shall report noncompliance with the permit not reported in the Notification of Noncompliance subheading above by submitting the information listed in Notification of Noncompliance within 30 days of the discovery of the noncompliance. [Minn. R. 7001.0150, subp. 3(L)]
3.1.110	The Permittee shall give advance notice to the Commissioner as soon as possible of planned physical alterations or additions to the permitted facility or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or condition of the permit. [Minn. R. 7001.0150, subp. 3(M)]
3.1.111	The permit is not transferable to any person without the express written approval of the MPCA after compliance with the requirements of Minn. R. 7001.0190. A person to whom the permit has been transferred shall comply with the conditions of the permit. [Minn. R. 7001.0150, subp. 3 (N)]
3.1.112	The permit authorizes the Permittee to perform the activities described in the permit under the conditions of the permit. In issuing the permit, the state and MPCA assume no responsibility for damage to persons, property, or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the permit. To the extent the state and MPCA may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minn. Stat. 3.736. [Minn. R. 7001.0150, subp. 3(O)]
3.1.113	The Commissioner may commence proceedings to modify or revoke this permit during its terms if cause exists under Minn. R. 7001.0170 to 7001.0180. [Minn. R. 7001.0170-0180]
3.1.114	The provisions of this permit are severable. If any provision of this permit is held invalid, the remainder of this permit shall not be affected. [Minn. R. 7035.3200]
3.1.115	The Permittee may request an extension of the dates set forth in this permit including the submittal and monitoring dates. The request shall include justification for requesting the extension of the date. Based on the justification, the Commissioner may grant an extension. [Minn. R. 7001.0190, subp. 3(B)]
3.1.116	This permit is valid until the expiration date unless revoked or modified by the MPCA pursuant to Minn. R. 7001.0170 to 7001.0180. To allow for adequate MPCA review time and to avoid possible termination of the permit at the time the permit expires, an application for reissuance of the permit shall be submitted no later than 180 calendar days before the expiration date of the permit. [Minn. R. 7001.0150, subp. 1, Minn. R. 7001.3500, subp. 1]
3.1.117	The Permittee shall maintain records of all groundwater monitoring data and groundwater surface elevations for the active life of the facility and each waste activity and, for disposal activities, for the postclosure care period. The Permittee shall also maintain an operating record in accordance with Minn. R. 7035.2575 until closure of each waste activity at the facility. [Minn. R. 7001.3500, subp. 3(A)]
3.1.118	The Permittee may not start treatment, storage, or disposal of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has received a letter and as-built plans signed by the owner or operator and by an engineer registered in Minnesota certifying that the facility or modified portion of the facility has been constructed in compliance with the conditions of the permit. [Minn. R. 7001.3500, subp. 3(B)]

3.1.119	The Permittee may not start treatment, storage, or disposal of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has inspected the new facility or modified portion of the facility and has provided the owner or operator with a letter stating that the certification submitted is complete and approved. [Minn. R. 7001.3500, subp. 3(B (2))]
3.1.120	The Permittee may not start treatment, storage, or disposal of solid waste in a new solid waste management facility or in a modified portion of an existing solid waste management facility until the Commissioner has approved the financial assurance amount and instrument to be used for the facility in accordance with Minn. R. 7035.2665 to 7035.2805. [Minn. R. 7001.3500, subp. 3 (B (3))]
DD 001	Closed Demolition Landfill
3.2.1	Operation And Maintenance Criteria.
3.2.2	This fill area is closed and has received final cover. No additional waste acceptance or disposal is permitted in this area. [Minn. R. 7035.2625]
3.2.3	The Permittee shall maintain the fill area in accordance with the approved plans. [Minn. R. 7001.3055, Minn. R. 7035.2645, subp. 1]
3.2.4	The Permittee shall maintain the final contours of the closed fill area at a minimum 2 percent and a maximum 20 percent slope. [Minn. R. 7001.3055, Minn. R. 7035.2825, subp. 8(E)]
3.2.5	The Permittee shall maintain the integrity of the final cover to prevent erosion of the surface and side slopes due to surface water, reduce wind erosion, minimize particulate matter, retain slope stability, minimize vector intrusion and maintain vegetative growth. [Minn. R. 7001.3055, Minn. R. 7035.2655, subp. 1-2]
3.2.6	A variance was granted in May 2010 to allow 3:1 slope on the lower 22 feet of the final cover. The final cover consists of 18" of compacted clay and 6" of top soil according to the approved variance request. Benches are constructed in the existing slopes greater than 5:1 to provide good interlock between the existing and new soil. [No mapping from migration]
DD 002	Demolition Debris
3.3.1	Design And Construction Criteria.
3.3.2	The Permittee shall not locate any proposed future expansion of the facility disposal area in an area with active karst features including sinkholes, disappearing streams, and caves; or where the topography, geology, or soil is inadequate for protection of ground or surface water. [Minn. R. 7035.2825, subp. 7]
3.3.3	The Permittee shall construct the phases, cells and water monitoring system of the demolition landfill in accordance with the approved plans and specifications. [Minn. R. 7001.0150, subp. 3]
3.3.4	The Permittee shall design any proposed future expansions or modifications of the demolition debris disposal area in accordance with the design requirements outlined in Minn. R. 7035.2825, subp. 8. [Minn. R. 7035.2825, subp. 8]
3.3.5	The Permittee shall design any proposed future expansions of the facility to include, at a minimum, the cover system requirements found in Minn. R. 7035.2825, subp. 11. [Minn. R. 7035.2825, subp. 11]
3.3.6	The Permittee shall design and install a water monitoring system in compliance with Minn. R. 7035.2815, subp. 10. [Minn. R. 7035.2815, subp. 10]
3.3.7	Operation And Maintenance Criteria.
3.3.8	In accordance with the definitions identified in this permit, this landfill is a Class I Demolition Landfill. This landfill may only accept "Acceptable C & D Wastes" as listed below. [Minn. R. 7001.0150, subp. 3]

3.3.9	The Permittee shall accept only the wastes listed as "Acceptable C & D Wastes" for disposal. Acceptable C & D Wastes include: Bituminous concrete (includes asphalt pavement and blacktop); concrete (including rebar); stone; tree stumps; root balls; uncontaminated soil; masonry (bricks, stucco and plaster); untreated wood (including painted, stained and/or varnished dimensional lumber, pallets, particle board, plywood, fencing and dock materials); siding (includes vinyl, masonite, untreated wood, aluminum and steel); wall coverings; electrical wiring and components; roofing materials; duct work; wall board and sheetrock; built-in cabinetry; plumbing fixtures; affixed carpet and padding; ceramic items; conduit and pipe; glass (limited to window and door glass from buildings and structures); insulation (includes fiberglass, mineral wool, cellulose, polystyrene and newspaper); plastic building parts; sheathing; molded fiberglass; rubber; drain tile; recognizable portions of burned structures; metal; ceiling tile; wood and vinyl flooring; and asbestos containing materials (ACM) pursuant to an approved ISWMP. [Minn. R. 7001.0150, subp. 3]
3.3.10	The following non-acceptable or prohibited wastes are materials that are chemically or biologically active and which have a high potential to leach chemical constituents or to generate gas. These wastes include, but are not limited to the following: Adhesives (including applicators, containers, tubes); agricultural chemicals or containers; animal carcasses, parts or rendering and slaughterhouse wastes; appliances (including white goods and brown goods); ashes; wastes that could spontaneously combust or ignite other wastes due to high temperatures; batteries; caulking (including applicators, containers, tubes); recyclable cardboard; rolls of carpeting and padding; chemical containers; epoxy (including applicators, containers, tubes); fluorescent tubes and ballasts; food waste; glue (including applicators, containers, tubes); hazardous waste; high-intensity discharge lamps; household refuse or garbage; infectious waste; liquids (any type); machinery or engine parts; medical waste; mercury containing waste (thermostats, switches); paints, thinners, solvents, varnishes (including applicators, brushes, cans, containers, filters, dust collectors); lead based paint that is not adhered to the substrate; PCB containing waste; pesticide containers; petroleum products, containers or filters (including oil, grease, fuel); radioactive waste; resins - epoxy or fiberglass (including applicators, containers, tubes); sandblasting waste; sealants (including applicators, containers, tubes); septic tank pumpings; tar (including applicators, containers, tubes); tires; treated lumber (including decking, railroad ties, etc.); vehicles; and yard waste. This list is NOT all-inclusive. [Minn. R. 7001.0150, subp. 3]
3.3.11	The Permittee shall maintain a minimum separation distance of 50 feet between the property line and the area where waste has been placed within the landfill. [Minn. R. 7035.2825, subp. 9(H)]
3.3.12	The Permittee shall maintain a minimum separation distance of 5 feet between the base grade of each landfill cell, as identified in the approved plans, and the seasonal high water table. [Minn. R. 7001.0150, subp. 3]
3.3.13	The Permittee shall maintain a run-on control system to prevent flow onto the waste activity area, and a run-off control system to collect and control at least the water volume resulting from a 24 hour, 10-year storm. [Minn. R. 7035.2825, subp. 9(G)]
3.3.14	The Permittee shall develop the site in phases in accordance with the approved plans. Each phase shall provide for filling in a manner to achieve final waste elevations as rapidly as possible. The phases shall be designed and constructed to minimize moisture infiltration into the fill areas while maintaining stable slopes and appropriate operating conditions. The Permittee shall consider seasonal phases in order to accommodate the differences between wet and dry and warm and cold weather operations. The Permittee shall bring each phase to the final waste contours as shown on the approved phase development plans and close the phase according to the approved facility closure plan. [Minn. R. 7035.2825, subp. 8(B)]
3.3.15	The Permittee shall stake each fill phase of the landfill to establish the horizontal and vertical limits of the permitted area. [Minn. R. 7035.2825, subp. 9(E)]
3.3.16	The Permittee shall establish a Waste Screening Area (WSA) at the landfill, and shall separate the WSA from the active working face. The WSA shall be located within 50 feet of the active working face, and shall be delineated by physical barriers such as logs, chains or cones. [Minn. R. 7001.0150, subp. 3]

3.3.17	The Permittee shall pre-inspect each load before it enters the waste disposal area. Loads containing large quantities of unacceptable materials should be diverted to another waste facility authorized to accept those materials. Loads that are allowed to enter the waste disposal area shall be unloaded in the established WSA for the removal of unacceptable material prior to the placement of the waste in the working face for spreading and compaction. Unacceptable materials shall be stored appropriately and transferred to an appropriate disposal facility at least once per week. [Minn. R. 7001.0150, subp. 3]
3.3.18	The Permittee shall not place more waste in the WSA than can be managed in one working day. [Minn. R. 7001.0150, subp. 3]
3.3.19	The use of a WSA is not required if the Permittee knows that the waste in the load has been screened for unacceptable materials at the point of generation or transfer. Direct disposal into the working face of the landfill is at the risk of the Permittee. Unacceptable material found in the active working face will be considered to have been "accepted" by the facility. [Minn. R. 7001.0150, subp. 3]
3.3.20	The Permittee shall limit the disposal of wastes to as small an area as practical and shall utilize appropriate equipment to confine wind-blown material within the area. [Minn. R. 7001.0150, subp. 3]
3.3.21	The Permittee shall spread all wastes to allow for adequate compaction, and shall compact all wastes with a maximum three-to-one slope to reduce voids and airspaces within the landfill and to achieve maximum compaction. [Minn. R. 7035.2825, subp. 9(B)]
3.3.22	The Permittee shall completely cover all waste on a monthly basis at a minimum. [Minn. R. 7035.2825, subp. 9(A)]
3.3.23	The Permittee shall maintain suitable cover material at the site. If suitable cover is not available on-site, cover material shall be delivered to and stockpiled at the site. [Minn. R. 7035.2825, subp. 9(C)]
3.3.24	Upon reaching final waste contours, the Permittee shall place final cover in accordance with the approved plans and specifications and Minn. R. 7035.2825, subp. 11. [Minn. R. 7035.2825, subp. 11, Minn. R. 7035.2825, subp. 9(D)]
3.3.25	The final contours of the fill area must be a minimum two percent and a maximum 20 percent slope. The cover system must also be included in the facility design and must meet the requirements of Minn. R. 7035.2825, subpart 11. [Minn. R. 7035.2825, subp. 11, Minn. R. 7035.2825, subp. 8(E)]
3.3.26	Corrective actions must be implemented to repair any conditions not in compliance with parts 7035.2525 to 7035.2605. [Minn. R. 7035.2825, subp. 9(I)]
3.3.27	The Permittee shall maintain the final cover system on all closed portions of the active waste disposal area in accordance with the approved plans and specifications. [Minn. R. 7035.2655, subp. 1-2]
3.3.28	The Permittee shall maintain the integrity and functionality of the water monitoring network. The Permittee shall maintain a water monitoring system in compliance with Minn. R. 7035.2815, subp. 10. [Minn. R. 7035.2815, subp. 10]
3.3.29	Financial Criteria.
TR 001	Transfer Station
3.4.1	The transfer station is permitted to transfer the following: -MSW up to 31,000 tons per year. [Minn. R. 7001.0150, subp(2)]
3.4.2	Design And Construction Criteria.
3.4.3	The Permittee shall construct the solid waste transfer area in accordance with the approved plans and specifications. [Minn. R. 7001.0150, subp. 2]
3.4.4	The Permittee shall design any proposed future expansions or modifications of the solid waste transfer area in accordance with the design requirements outlined in Minn. R. 7035.2870, subp. 4. [Minn. R. 7035.2870, subp. 4(B)]

3.4.5	Operating And Maintenance Criteria.
3.4.6	The Permittee shall transport all solid waste that is received at the facility, to a solid waste disposal or recycling facility that has been permitted to accept such waste by the appropriate regulatory agency. [Minn. R. 7035.2870, subp. 2]
3.4.7	The Permittee shall operate the transfer area in accordance with the approved operating and maintenance manual, and in accordance with Minn. R. 7035.2870, subp. 5. [Minn. R. 7035.2870, subp. 5]
3.4.8	The Permittee shall keep the facility doors closed to minimize odors, dust, noise and litter except when vehicles are expected to be entering or leaving the facility. [Minn. R. 7035.2870, subp. 5(D)]
3.4.9	The Permittee shall keep roads, gates, doors, and tipping floor areas clear of obstructions at all times. [Minn. R. 7035.2870, subp. 5(A)]
3.4.10	The Permittee shall confine all solid waste within the tipping floor area or other designated processing or storage area. [Minn. R. 7035.2870, subp. 5(F)]
3.4.11	The Permittee shall maintain the facility and all equipment in good working condition. [Minn. R. 7035.2870, subp. 5(E)]
3.4.12	The Permittee shall clear the tipping floor and storage areas of waste, and clean the areas at least once every seven days. [Minn. R. 7035.2870, subp. 5(H)]
3.4.13	The Permittee shall clean all traps of waste each time the facility tipping floors and storage areas are cleaned. [Minn. R. 7035.2870, subp. 5(O)]
3.4.14	The Permittee shall remove liquids from the facility's sump before reaching capacity, or more often as necessary to prevent odors. [Minn. R. 7035.2870, subp. 5(O)]
3.4.15	The Permittee shall transfer or store all industrial waste or mixed municipal solid waste at the facility in: 1) a completely enclosed structure, 2) containers constructed of impervious materials and designed to prevent leakage, or 3) in a designated solid waste storage area meeting the storage standards of Minn. R. 7035.2855. [Minn. R. 7035.2870, subp. 5(C)]
3.4.16	The Permittee shall containerize or store all separated salvageable and recyclable materials in a designated area. The Permittee shall remove all separated salvageable and recyclable materials from the facility when the capacity of the container or designated area is reached. [Minn. R. 7035.2870, subp. 5(G)]
3.4.17	The Permittee shall manage all putrescible waste remaining at the facility at the end of the working day. The remaining putrescible waste shall be: 1) properly disposed of, 2) stored in an enclosed structure, or 3) stored in containers constructed of impervious materials and designed to prevent leakage and to prevent precipitation, insects, and other vectors from coming in contact with the waste. [Minn. R. 7035.2870, subp. 5(Q)]
TS 001	Tires
3.5.1	Operating And Maintenance Criteria.
3.5.2	The Permittee shall provide a storage area for the collection of waste tires to be removed by a licensed tire hauler. No more than 5,000 passenger tire equivalents (PTE) may be stored at the facility. The Permittee shall include the number of tires transferred, and the licensed hauler's MPCA transporter identification number, in the facility's annual report. [Minn. R. 9220.0450, subp. 4, Minn. R. 9220.0480, subp. 3]
3.5.3	A waste tire storage area shall be designated. Only waste tires may be stored in the designated waste tire storage area. This area shall be maintained free of vegetation. [Minn. R. 9220.0450, subp. 3(D)]
3.5.4	No operations involving the use of open flames, blow torches, or highly flammable substances shall be conducted within 50 feet of a waste tire pile. [Minn. R. 9220.0450, subp. 3(A)]

3.5.5	No waste tire pile shall have an area greater than 5,000 square feet or a vertical height greater than 10 feet. [Minn. R. 9220.0450, subp. 3(F)]
3.5.6	A 50-foot fire lane shall be placed around the perimeter of each waste tire pile. Access to the fire lane for emergency vehicles shall be unobstructed at all times. The fire lane shall be maintained free of rubbish and vegetation at all times. [Minn. R. 9220.0450, subp. 3(G)]
3.5.7	All tire piles shall be maintained free of mosquitoes and rodents. [Minn. R. 9220.0450, subp. 3(H)]
3.5.8	Surface water drainage shall be diverted around and away from the waste tire storage area. [Minn. R. 9220.0450, subp. 3(I)]
YC 001	Yard Waste Composting Area
3.6.1	Operating And Maintenance Criteria.
3.6.2	The Permittee shall turn all yard waste on a periodic basis to aerate the yard waste, maintain temperatures, reduce pathogens and reduce odors. [Minn. R. 7035.2836, subp. 3(B)]
3.6.3	The finished compost shall not contain greater than three percent inert materials (dry weight) that are greater than or equal to four millimeters as determined by the testing procedures under Minn. R. 7035.2836, subp. 5, item J, sub item (3). [Minn. R. 7035.2836, subp. 3(C)]
3.6.4	The Permittee shall store all by-products, including residuals and recyclables, in a manner that prevents vector intrusion and aesthetic degradation. The Permittee shall store and remove all materials that are not composted on a weekly basis. [Minn. R. 7035.2836, subp.3(D)]
3.6.5	The Permittee shall divert surface water run-on around and away from the compost and storage areas. [Minn. R. 7035.2836, subp.3(E)]
3.6.6	The Permittee shall operate the yard waste composting area to control surface water run-off and prevent leachate from leaving the facility. The Permittee shall prevent the discharge of leachate, yard waste, residuals and the final product into waters of the state. [Minn. R. 7035.2836, subp.3(E-F)]
RE 00#	Recycling
3.7.1	This section of the permit pertains to the collection of materials prior to transfer for recycling. This facility is permitted to store (RE 001-RE 006): - Electronics (RE001) - stored in gaylords - Appliances (RE002) - stored in roll-off containers - Paper, Cardboard (RE003) - stored in roll-off containers - Metal (RE004) - stored in roll-off containers - Plastic (RE005) - stored in roll-off containers - Glass (RE006) - stored in roll-off container. [Minn. R. 7001.0150]
3.7.2	Design And Construction Criteria.
3.7.3	The Permittee shall construct the solid waste recycling area in accordance with the approved plans and specifications. Storage of waste on-site shall comply with Minn. R. 7035.2855. [Minn. R. 7001.0150, subp. 3, Minn. R. 7035.2845, subp. 4(B), Minn. R. 7035.2855]
3.7.4	The Permittee shall design any proposed future expansions or modifications of the solid waste recycling area in accordance with the design requirements outlined in Minn. R. 7035.2845, subp. 3. [Minn. R. 7035.2845, subp. 3]
3.7.5	Operating And Maintenance Criteria.
3.7.6	The Permittee shall remove all putrescible residual materials at least once per week. The Permittee shall remove all other residuals at least once per month. [Minn. R. 7035.2845, subp. 4]

3.7.7	All of the recyclable materials that are delivered to or are stored at the recycling facility must be removed from the facility within three years after the date of receipt. The owner or operator must notify the commissioner annually, in the annual report required in subpart 4a, if recyclable materials are stored longer than one year. The annual report must identify the type and approximate weight of material being stored. Recyclable materials that are stored longer than one year must be stored in such a way that the recyclability is retained. [Minn. R. 7035.2845, subp. 4(b)]
3.7.8	The Permittee shall divert all surface water around and away from either recyclable or reusable materials that are stored outdoors. [Minn. R. 7001.0150, subp. 3]
3.7.9	Recyclable materials must be delivered to the appropriate materials processing facility as outlined in rule or any facility permitted to recycle or compost the material. The Permittee shall not deliver source-separate recyclable materials to a disposal facility or a resource recovery facility that is composting MSW, burning waste, or converting waste to energy unless the commissioner has determined that no other person is willing to accept the recyclable material. [Minn. Stat. 115A.95]
3.7.10	At least 30 days prior to the effective date of closure, the owner or operator of a recycling facility must post a notice of closure at the entrance by signs indicating the date of closure, and must publish a notice of closure in a local newspaper. [Minn. R. 7035.2845, subp. 6]
3.7.11	Specific Conditions.
3.7.12	The Permittee shall provide a separate storage area for the storage and transfer of scrap metal. The Permittee shall manage all scrap metal within the designated area on site. [Minn. R. 7001.0150, subp. 2]
3.7.13	The Permittee shall provide a separate storage area for the storage and transfer of major appliances, as defined in Minn. Stat. 115A.03, such that damage to the units is minimized during handling. The Permittee shall ensure that the proper removal of hazardous components and refrigerant gases is performed by a certified appliance processor. The Permittee shall transfer all appliances off-site at least annually, with the number of appliances recycled and the destination included in the annual report. [Minn. R. 7001.0150, subp. 2]
3.7.14	The Permittee shall provide a separate storage area for the storage and transfer of electronics. As used in this permit, "electronics" includes but is not limited to televisions, computer monitors, computers, microwaves, and other devices that have wiring, circuitry, circuit boards, batteries, and other similar components. The Permittee shall store and manage electronics indoors and in a manner that prevents damage and the release of hazardous components. The Permittee shall transport electronics stored at the Facility off-site for recycling or disposal at an appropriately permitted facility at least annually and the Permittee shall note the volume and the destination in the annual report. [Minn. R. 7001.0150, subp. 2]

4. Waste capacity table

Waste activity	ID	Description	Status	Permitted area	Permitted area units	Permitted capacity	Permitted capacity (Units)	Design capacity	Design capacity (Units)
Demolition Debris Land Disposal	DD 001	Closed Demolition Landfill	Closed	6.90	acre	0	yd3	207500	yd3
Demolition Debris Land Disposal	DD 002	Demolition Debris	Active / Existing	10.50	acre	264000	yd3		yd3
Transfer Station	TR 001	Transfer Station	Active / Existing	6	acre	100	ton/dy	100	ton/dy
Recycling	RE 001	Electronics	Active / Existing	216	ft2	100	ton/yr	24	yd3
Recycling	RE 002	Appliances	Active / Existing	600	ft2	25	ton/yr	333	yd3

Waste activity	ID	Description	Status	Permitted area	Permitted area units	Permitted capacity	Permitted capacity (Units)	Design capacity	Design capacity (Units)
Recycling	RE 003	Paper, Cardboard	Active / Existing	1800	ft2	2000	ton/yr	666	yd3
Recycling	RE 004	Metal	Active / Existing	1800	ft2	2000	ton/yr	666	yd3
Recycling	RE 005	Plastic	Active / Existing	1800	ft2	10	ton/yr	666	yd3
Recycling	RE 006	Glass	Active / Existing	1800	ft2	10	ton/yr	666	yd3
Solid Waste Storage	TS 001	Tires	Active / Existing	140	ft2	5000	PTE/yr	5000	PTE/yr
Compost Site	YC 001	Yard Waste Composting Area	Active / Existing	0.05	acre	200	yd3		
Leachate Collection System	LS 001	Leachate Tank Storage	Active / Existing	104	ft2	5000	gal	5000	gal

5. Submittal/Action requirements

SW-448	Itasca Co Demo Landfill/MSW Transfer Station
5.1.1	The Permittee shall submit an annual facility report: Due annually, by the 1st of February. [Minn. R. 7035.2585]
5.1.2	The Permittee shall submit a spring water monitoring report: Due annually, by the 30th of June. [Minn. R. 7035.2815, subp. 14(P)]
5.1.3	The Permittee shall submit a summer water monitoring report: Due annually, by the 30th of September. [Minn. R. 7035.2815, subp. 14(P)]
5.1.4	The Permittee shall submit an autumn water monitoring report: Due annually, by the 1st of February. [Minn. R. 7035.2815, subp. 14(P)]
5.1.5	The Permittee shall submit annual water monitoring evaluation report: Due annually, by the 1st of February. [Minn. R. 7035.2815, subp. 14(Q)]
5.1.6	If the Permittee desires to continue the permitted activities beyond the expiration date, a complete permit reissuance application must be received a minimum of 180 days before the expiration date of this Permit. The Permittee shall submit an application for permit reissuance: Due 3472 calendar days after Permit Issuance Date. [Minn. R. 7001.0040, subp. 3]
5.1.7	The permittee shall submit a written description: Due by 60 days after permit issuance. The description submittal shall be a revised version of the description of actions to address groundwater exceedances that have been documented at the facility, which was included in the Contingency Action Plan submitted to the MPCA on December 12, 2019. The previously submitted description shall be revised as follows: - The description should be removed from the Contingency Action Plan and submitted as a separate item; - The description should provide an estimated timeline for decreasing concentrations of parameters of concern (particularly boron) in groundwater; - The description should include further actions that would be considered if the initial actions do not achieve groundwater quality improvements. [Minn. R. 7035.2565, subp. 1]

- 5.1.8 The permittee shall submit a contingency plan: Due by 60 days after permit issuance. The submittal shall be a revised version of the contingency action plan that was submitted to the MPCA on December 12, 2019. The previously submitted contingency action plan shall be revised to include the following items:
- Detailed descriptions of remedial actions that would be taken in the event of future groundwater exceedances; and
 - Cost estimates associated with the remedial actions.
- Additionally, the description of actions to address groundwater exceedances should be removed from the contingency action plan and submitted as a separate item, as specified in the previous requirement of this permit. [Minn. R. 7035.2615, subp. 3]

6. Monitoring stations

Monitoring type	Station name	Status
Groundwater	MW-1	Active / Existing
Groundwater	MW-2	Active / Existing
Groundwater	MW-3	Active / Existing
Groundwater	MW-4	Active / Existing
Groundwater	MW-5	Active / Existing

7. Monitoring groups

Type	Name	Group description	Assigned stations
Ground Water Monitoring Group	Routine groundwater sampling	Standard demolition guidance document parameters	MW-1, MW-2, MW-3, MW-4, MW-5

8. Sampling and monitoring requirements

Type	Parameter	CAS	Limit	Unit	Sampling freq.
Routine groundwater sampling					
8.1.1	Nitrite Plus Nitrate, Total (as N)	C005	2500	ug/L	Oct
8.1.2	Solids, Total Suspended (TSS)	C009		NTU	Apr, Jul, Oct
8.1.3	Ammonia	7664-41-7		ug/L	Oct
8.1.4	Chloride	16887-00-6		ug/L	Oct
8.1.5	Sulfate	14808-79-8		ug/L	Oct
8.1.6	Arsenic	7440-38-2	2.5	ug/L	Apr, Jul, Oct
8.1.7	Barium	7440-39-3	500	ug/L	Oct
8.1.8	Boron	7440-42-8	125	ug/L	Apr, Jul, Oct
8.1.9	Cadmium	7440-43-9	.125	ug/L	Oct
8.1.10	Chromium	7440-47-3	25	ug/L	Oct

Type	Parameter	CAS	Limit	Unit	Sampling freq.
8.1.11	Copper	7440-50-8		ug/L	Oct
8.1.12	Iron	7439-89-6		ug/L	Oct
8.1.13	Lead	7439-92-1	3.75	ug/L	Oct
8.1.14	Manganese	7439-96-5	25	ug/L	Apr, Jul, Oct
8.1.15	Mercury	7439-97-6	.5	ug/L	Oct
8.1.16	Sodium	7440-23-5		ug/L	Oct
8.1.17	2,2-Dichloropropane	594-20-7		ug/L	Apr, Jul, Oct
8.1.18	Dissolved Oxygen, Field	T-105		ug/L	Apr, Jul, Oct
8.1.19	Eh (Oxidation potential)	4		mV	Apr, Jul, Oct
8.1.20	Specific Conductance	C-011		umhos/cm	Apr, Jul, Oct
8.1.21	Static Water Level (Elevation, MSL)	PCA-001		ft msl	Apr, Jul, Oct
8.1.22	Temperature	T-121		degrees C	Apr, Jul, Oct
8.1.23	Turbidity	G-019		NTU	Apr, Jul, Oct
8.1.24	Color	M002		SU	Apr, Jul, Oct
8.1.25	pH, Field	C006		SU	Apr, Jul, Oct
8.1.26	Acetone	67-64-1	750	ug/L	Apr, Jul, Oct
8.1.27	Allyl chloride (3 chloropropene)	107-05-1	7.5	ug/L	Apr, Jul, Oct
8.1.28	Benzene	71-43-2	.5	ug/L	Apr, Jul, Oct
8.1.29	Dichloromethane (Methylene chloride)	75-09-2	1.25	ug/L	Apr, Jul, Oct
8.1.30	Tetrachloroethylene (Perchloroethylene)	127-18-4	1	ug/L	Apr, Jul, Oct
8.1.31	Trichloroethylene (TCE)	79-01-6	.1	ug/L	Apr, Jul, Oct
8.1.32	1,1,1,2-Tetrachloroethane	630-20-6	17.5	ug/L	Apr, Jul, Oct
8.1.33	1,1,1-Trichloroethane	71-55-6	50	ug/L	Apr, Jul, Oct
8.1.34	1,1,2,2-Tetrachloroethane	79-34-5	.5	ug/L	Apr, Jul, Oct
8.1.35	1,1,2-Trichloroethane	79-00-5	.75	ug/L	Apr, Jul, Oct
8.1.36	1,1,2- Trichlorotrifluoroethane	76-13-1	50000	ug/L	Apr, Jul, Oct
8.1.37	1,1-Dichloroethane	75-34-3	20	ug/L	Apr, Jul, Oct
8.1.38	1,1-Dichloroethylene (Vinylidene chloride)	75-35-4	1.75	ug/L	Apr, Jul, Oct
8.1.39	1,1-Dichloropropene	563-58-6		ug/L	Apr, Jul, Oct
8.1.40	1,2-(trans-) Dichloroethylene	156-60-5	10	ug/L	Apr, Jul, Oct
8.1.41	1,2,3-Trichlorobenzene	87-61-6		ug/L	Apr, Jul, Oct
8.1.42	1,2,3-Trichloropropane	96-18-4	.00075	ug/L	Apr, Jul, Oct
8.1.43	1,2,4-Trichlorobenzene	120-82-1	1	ug/L	Apr, Jul, Oct
8.1.44	1,2,4-Trimethylbenzene	95-63-6	7.5	ug/L	Apr, Jul, Oct
8.1.45	1,2-Dibromo-3- chloropropane	96-12-8	.05	ug/L	Apr, Jul, Oct
8.1.46	1,2-Dibromoethane	106-93-4	.001	ug/L	Apr, Jul, Oct

Type	Parameter	CAS	Limit	Unit	Sampling freq.
	(Ethylene dibromide); EDB				
8.1.47	1,2-Dichlorobenzene (ortho)	95-50-1	150	ug/L	Apr, Jul, Oct
8.1.48	1,2-Dichloroethane	107-06-2	.25	ug/L	Apr, Jul, Oct
8.1.49	1,2-Dichloroethylene (cis-)	156-59-2	1.5	ug/L	Apr, Jul, Oct
8.1.50	1,2-Dichloropropane	78-87-5	1.25	ug/L	Apr, Jul, Oct
8.1.51	1,3,5-Trimethylbenzene	108-67-8	7.5	ug/L	Apr, Jul, Oct
8.1.52	1,3-Dichlorobenzene	541-73-1		ug/L	Apr, Jul, Oct
8.1.53	1,3-Dichloropropane	142-28-9		ug/L	Apr, Jul, Oct
8.1.54	1,3-Dichloropropene (cis-)	10061-01-5		ug/L	Apr, Jul, Oct
8.1.55	1,3-Dichloropropene (trans-)	10061-02-6		ug/L	Apr, Jul, Oct
8.1.56	1,4-Dichlorobenzene (para-)	106-46-7	2.5	ug/L	Apr, Jul, Oct
8.1.57	2-Chlorotoluene	95-49-8		ug/L	Apr, Jul, Oct
8.1.58	4-Chlorotoluene (para-)	106-43-4		ug/L	Apr, Jul, Oct
8.1.59	Bromobenzene	108-86-1		ug/L	Apr, Jul, Oct
8.1.60	Bromochloromethane (Chlorobromomethane)	74-97-5		ug/L	Apr, Jul, Oct
8.1.61	Bromodichloromethane (Dichlorobromomethane)	75-27-4	0.75	ug/L	Apr, Jul, Oct
8.1.62	Bromoform	75-25-2	10	ug/L	Apr, Jul, Oct
8.1.63	Bromomethane (Methyl bromide)	74-83-9	2.5	ug/L	Apr, Jul, Oct
8.1.64	Carbon tetrachloride	56-23-5	.25	ug/L	Apr, Jul, Oct
8.1.65	Chlorobenzene (Monochlorobenzene)	108-90-7	25	ug/L	Apr, Jul, Oct
8.1.66	Chlorodibromomethane (Dibromochloromethane)	124-48-1	2.5	ug/L	Apr, Jul, Oct
8.1.67	Chloroethane	75-00-3		ug/L	Apr, Jul, Oct
8.1.68	Chloroform	67-66-3	5	ug/L	Apr, Jul, Oct
8.1.69	Cumene (Isopropylbenzene)	98-82-8	75	ug/L	Apr, Jul, Oct
8.1.70	Dibromomethane (Methylene bromide)	74-95-3		ug/L	Apr, Jul, Oct
8.1.71	Dichlorodifluoromethane	75-71-8	125	ug/L	Apr, Jul, Oct
8.1.72	Dichlorofluoromethane	75-43-4	5	ug/L	Apr, Jul, Oct
8.1.73	Ethyl ether	60-29-7	50	ug/L	Apr, Jul, Oct
8.1.74	Ethylbenzene	100-41-4	10	ug/L	Apr, Jul, Oct
8.1.75	Hexachlorobutadiene	87-68-3	.25	ug/L	Apr, Jul, Oct
8.1.76	Chloromethane	74-87-3		ug/L	Apr, Jul, Oct
8.1.77	Methyl ethyl ketone (MEK)	78-93-3	1000	ug/L	Apr, Jul, Oct
8.1.78	Methyl isobutyl ketone (4-Methyl-2-pentanone)	108-10-1	75	ug/L	Apr, Jul, Oct
8.1.79	Methyl-tert-butylether	1634-04-4	15	ug/L	Apr, Jul, Oct

Type	Parameter	CAS	Limit	Unit	Sampling freq.
8.1.80	Naphthalene	91-20-3	17.5	ug/L	Apr, Jul, Oct
8.1.81	n-Butylbenzene	104-51-8		ug/L	Apr, Jul, Oct
8.1.82	n-Propylbenzene	103-65-1		ug/L	Apr, Jul, Oct
8.1.83	p-Isopropyltoluene	99-87-6		ug/L	Apr, Jul, Oct
8.1.84	sec-Butylbenzene	135-98-8		ug/L	Apr, Jul, Oct
8.1.85	Styrene	100-42-5	25	ug/L	Apr, Jul, Oct
8.1.86	tert-Butylbenzene	98-06-6		ug/L	Apr, Jul, Oct
8.1.87	Tetrahydrofuran	109-99-9	150	ug/L	Apr, Jul, Oct
8.1.88	Toluene	108-88-3	17.5	ug/L	Apr, Jul, Oct
8.1.89	Trichlorofluoromethane	75-69-4	500	ug/L	Apr, Jul, Oct
8.1.90	Vinyl chloride (chloroethene)	75-01-4	.05	ug/L	Apr, Jul, Oct
8.1.91	Xylene	1330-20-7	75	ug/L	Apr, Jul, Oct



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-154

DEPARTMENT: Probation

TIME REQUESTED: 5 Minutes

PRESENTER: Kevin Glass, Mark Smith

AGENDA ITEM:

Creation of Probation Advisory Board

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Creation of Probation Advisory Board.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Adopt the Resolutin Re: Creation of Probation Advisory Board and appoint Commissioners Johnson and Snyder to serve on said Board.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

RESOLUTION 2024-2

RE: CREATION OF PROBATION ADVISORY BOARD

WHEREAS, Minnesota Statute 401.02 requires the creation of a local advisory board.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby approves the creation of the Probation Advisory Board, pursuant to the above statute.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of January A.D. 2024 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 9th day of January A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-59

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Legislative Delegation Luncheon

BOARD ACTION REQUESTED:

Schedule a Legislative Delegation Luncheon with Itasca County legislators, Lobbyist Loren Solberg, County Board members, and Department Heads on Tuesday, January 23, 2024 beginning at 12 PM in the Boardroom of the Itasca County Courthouse.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to schedule Schedule a Legislative Delegation Luncheon with Itasca County legislators, Itasca County Lobbyist Flaherty & Hood, County Board members, and Department Heads on Tuesday, January 23, 2024 beginning at 12 PM in the Boardroom of the Itasca County Courthouse.

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 9, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3421

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

IEDC/CEDA Expectations

BOARD ACTION REQUESTED:

Determine economic and community development expectations.

BACKGROUND:

See attached for notes from Special Sessions Re: Goals/Expectations with each entity.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Goals Objectives attachment

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IEDC Goals/Objectives meeting on 12/12/2023

By consensus of the County Board, the following items were mentioned as initial considerations:

- Measurable outreach to the greater Itasca County area
- Attraction of new businesses, maintenance and training for current businesses
- Creation of a shovel-ready sites list

CEDA Goals/Objectives meeting on 12/19/2023

By consensus of the County Board, the following items were mentioned as initial considerations:

- Nashwauk Trailhead
- Continued Community Outreach
- Squaw Lake Ped/Rec Bridge - Phase 3
- Designation of Coleraine as a Recreational Hub
- Updated Studies on Housing and Tourism
- Trails and Recreation
- Twice a year updates to County Board