



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 13, 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 Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 6, 2024 County Board Work Session.

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

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as presented.

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

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1055914 with the State of Minnesota for the Runway Obstruction Removals Project (State Project #A3115-11) at the Bowstring Airport in the amount of \$19,000 and authorizes necessary signatures.

2. Schedule the 2024 County Board of Appeal and Equalization meeting on Monday, June 17, 2024 at 3:00 PM with 15 minute appointments available from 3:15 PM until 7:00 PM and on Thursday, June 20, 2024 from 9:00 AM to 1:00 PM, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Thursday, June 20, 2024 meeting.
3. Reduce the retainage for the CSAH 7 Bituminous Paving project (Contract 60732) from 5% to 1%, resulting in a retainage of \$35,471.96.
4. Approve proposal for Acoustical Improvements to Main Concourse/Training/Meeting area of the Emergency Operations Center (EOC) and approve the request to utilize the Recorder's Technology Fund for said purchase.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Farewell to Jim Kingen whose last day as Helpdesk Technician with the MIS Department will be February 14, 2024, after 6+ months of service.

Farewell to Darlene Troumbly whose last day as Corrections Deputy with the Sheriff Department was January 18, 2024, after 17 years of service.

Congratulations to Randy Washburn who has accepted a transfer from Facility Management Supervisor to Facilities Worker II, Administrative Services Department, effective February 4, 2024.

Congratulations to Tom Williams who has accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office effective January 21, 2024.

Farewell to Anna Cass whose last day as Administrative Lieutenant with the Sheriff Department will be February 19, 2024, after 16+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of February 16, 2024, in the amount of \$1,512,333.46.

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

4. NE MN Home Consortium Advisory Committee Guideline Update
Commissioners discussed the guideline update and request from the NE MN HOME Consortium Advisory Committee.

It was the consensus of the County Board to direct staff to do additional follow-up regarding potential placements on the committee.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. American Rescue Plan (ARP) Request – Warba American Legion Campground
Motion To: Approve \$30,000 of American Rescue Plan (ARP) Funding, as requested by the Warba American Legion Campground.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Casey Venema |
| SECONDER: | Commissioner Cory Smith |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
6. Resolution in Favor of Minnesota Taking Action on a Timberwolf Hunting and Trapping Season
Motion To: Adopt the Resolution Re: Authorizing Itasca County to be in Favor of Minnesota Taking Action on a Timberwolf Hunting and Trapping Season.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Burl Ives |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
7. Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA)
 Human Resources Director Janet Borth and County Administrator Brett Skyles provided information regarding the request to approve a Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA) to undertake a compensation market study in early 2024.
- It was the consensus of the County Board to direct staff to request the addition of benefit comparison services to the contract.
- | | |
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| RESULT: | INFORMATIONAL - NO ACTION TAKEN |
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8. Family and Child Services Division 2023 Year End Report
 Family Services Division Manager Becky Lauer provided a Family and Child Services Division update, including information regarding the 2023 Year End Report.
- | | |
|----------------|--|
| RESULT: | INFORMATIONAL - NO ACTION TAKEN |
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9. Addendum to Canister Site Operation Contract
Motion To: Approve the Addendum to Canister Site Operation Contract.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Casey Venema |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
10. Demolition Landfill RFB
Motion To: Approve the release of Request for Bids (RFB) for the operation of the Itasca County Demolition Landfill and Yard Waste Area.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Terry Snyder |
| SECONDER: | Commissioner Burl Ives |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
11. Itasca Driftskippers Snowmobile Club FRTP Equipment Grant
Motion To: Adopt the Resolution Re: Itasca Driftskippers Snowmobile Club Federal Recreational Trails Program Grant Application and authorize necessary signatures.

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

12. 5 Year Plan for Highway Improvement Projects Presentation

Assistant County Engineer Ryan Sutherland presented the draft 5 Year Plan for Highway Construction. The draft plan is available on the Transportation Department's page of the Itasca County website (<https://www.co.itasca.mn.us/DocumentCenter/View/9661/2024-5-Year-Plan-Draft?bidId=>) for public review and comment until February 29, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the upcoming County Board of Appeal and Equalization meeting to be held on Monday, June 17, 2024.

Commissioner Snyder provided comment regarding interest in receiving a 2024 State of Minnesota Department of Transportation Road Project presentation and reported on his attendance at a recent Trails Task Force meeting.

Commissioner Venema reported on his attendance at recent Mesabi Trail and Fairgrounds Task Force meetings, as well as the recent Park & Recreation Annual Dinner, and encouraged the public to visit rural area businesses during this difficult tourism season.

Commissioner Johnson reported on his attendance at a recent ARMER Radio Committee meeting, as well as meetings regarding GIS/County boundaries and transitional changes within the Courthouse as the Correctional Facility/Courts construction project continues.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:07 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, February 13, 2024

RESOLUTION 2024-6

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED, by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1055914, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3115-11 at the Bowstring Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
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 13th day of February 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 13th day of February A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

RESOLUTION 2024-7

**RE: AUTHORIZING ITASCA COUNTY TO BE IN FAVOR OF MINNESOTA TAKING ACTION ON A
TIMBERWOLF HUNTING AND TRAPPING SEASON**

WHEREAS, it has been well documented that Minnesota has 50% of the Timberwolf population in the lower 48 states - populations far exceeding agreed upon recovery levels per the DNRs wolf calculations are contributing significantly to dramatic reductions of our Minnesota Whitetail Deer populations, significant losses to Livestock producers, and heartfelt losses of family pets due to wolf attacks and predation; and

WHEREAS, the decades of family tradition that is being impacted and the years of economic damage this brings small Minnesota towns including those in Itasca County; from hotels, restaurants, bars, loss of livestock, etc...is substantial, growing, and difficult to recapture.

NOW THEREFORE BE IT RESOLVED, by the Itasca County Board of Commissioners that:

- 1) The Itasca County Board is officially in favor of Timberwolves being removed from Federal protection and that wolf management be returned to the State of Minnesota, just like Congress did in 2011 for the states of Wyoming, Idaho, and Montana;
- 2) The Itasca County Board is officially in favor of the State of Minnesota taking action on a Timberwolf hunting and trapping season once wolves are removed from Federal protection; and
- 3) The Itasca County Board is officially in favor of signing the attached letter requesting Senator Amy Klobuchar to vote for Timberwolves to be removed from Federal protection.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Hunters for Hunters (Minnesota Non-Profit Hunter Advocacy group) via email to Chairman@hunters4hunters.org or via US Postal Service to:

Hunters for Hunters
1514 410th Ave
Karlstad, MN 56732

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
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 13th day of February 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 13th day of February A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

RESOLUTION 2024-8

**RE: ITASCA DRIFTSKIPPERS SNOWMOBILE CLUB
FEDERAL RECREATIONAL TRAILS PROGRAM
EQUIPMENT GRANT APPLICATION**

WHEREAS, Itasca County recognizes the importance of snowmobile trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program Grant, and

WHEREAS, the Itasca Driftskippers Snowmobile Club is looking for a skid steer and brushing attachment for trail maintenance and enhancement of their trail system, and

WHEREAS, a Federal Recreational Trails Program grant is available to fund seventy-five (75) percent of the cost of the grooming equipment being purchased under this grant, and

WHEREAS, Itasca County affirms that the Itasca Driftskippers Snowmobile Club recognizes the twenty-five (25) percent match requirements for the Federal Recreational Trails Program grant, and that they have secured matching funds.

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

BE IT FURTHER RESOLVED, Itasca County hereby assures the maintenance equipment acquired through this grant will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources, and

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
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 13th day of February 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 13th day of February A.D. 2024.

Administrator



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 6, 2024

2:30 PM

Itasca County Boardroom

DRAFT

WORK 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	Absent	
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Items #6.3 (Resolution in Favor of Minnesota Taking Action on a Timberwolf Hunting and Trapping Season) and #6.5 (Addendum to Canister Site Operation Contract) approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 23, 2024 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1055914 with the State of Minnesota for the Runway Obstruction Removals Project (State Project #A3115-11) at the Bowstring Airport in the amount of \$19,000 and authorizes necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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2. Schedule the 2024 County Board of Appeal and Equalization meeting on Monday, June 17, 2024 at 3:00 PM with 15 minute appointments available from 3:15 PM until 7:00 PM and on Thursday, June 20, 2024 from 9:00 AM to 1:00 PM, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Thursday, June 20, 2024 meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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3. Reduce the retainage for the CSAH 7 Bituminous Paving project (Contract 60732) from 5% to 1%, resulting in a retainage of \$35,471.96.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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4. Adopt the Resolution Re: Itasca Driftskippers Snowmobile Club Federal Recreational Trails Program Grant Application and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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5. Approve proposal for Acoustical Improvements to Main Concourse/Training/Meeting area of the Emergency Operations Center (EOC) and approve the request to utilize the Recorder's Technology Fund for said purchase.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 02/13/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Receive Citizen Input
No citizen input provided.
2. NE MN Home Consortium Advisory Committee Guideline Update
County Administrator Brett Skyles provided information regarding the guideline update and request from the NE MN HOME Consortium Advisory Committee.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 02/13/2024 2:30 PM
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4. Mail Ballot and Absentee Ballot Election Judges

Motion To: Appoint mail ballot and absentee ballot election judges for the March 5th, 2024 Presidential Nomination Primary as follows: Grace Schuck, Ruth Connolly, Doug Braff, Todd Christensen, Emily Christensen, Dwight Kessler, Sheila Hunter, Louise Koglin-Fideldy, Kathy Krook, Janet Bilden, Ann Hauser, Sheena Richards, Mary Ruby, Gail Guck, Michael Loidolt, Tony Fremont, Hollie Hornstra, Eva Moore, Kristina Westerberg, Foster Thompson, Carolyn Randall, Melissa Skoglund, Jenna Madoll, and trained alternates, as needed.

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

6. Reallocation of Records Lieutenant to Records Deputy 2

Motion To: Approve reallocation of one (1) Records Lieutenant (Grade 10) position to one (1) Records Deputy II position.

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

7. Appointment and Employment Agreement for Chief Deputy Sheriff

Motion To: Approve the Appointment and Employment Agreement for Chief Deputy Sheriff Christopher Peterson.

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

8. Assistant County Attorney Salary Discussion

Discussion took place regarding the topic of Assistant County Attorney Salary.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner Snyder reported on his attendance at recent Intergovernmental Affairs Committee and Itasca Economic Development Corporation (IEDC) Board meetings, as well as a Townhall meeting with Congressman Stauber in Bigfork, a meeting with the Grand Rapids Chamber of Commerce President, and a Childcare Update meeting with the YMCA.

Commissioner Venema reported on his attendance at the recent Townhall meeting with Congressman Stauber in Bigfork.

Commissioner Johnson reported on his attendance at a recent Northern Counties Land Use Coordinating Board (NCLUCB) meeting, as well as a meeting with Representative Igo.

VIII. ADMINISTRATOR UPDATE

County Administrator Skyles provided an Administrator update, including information regarding recent reallocations and the openness of communication with unions and organizations which has helped these activities to occur smoothly, and also shared that Itasca County Employees Association (ICEA) and LELS 494 (Corrections) contracts are yet to be settled.

IX. COMMISSIONER COMMENTS**X. CLOSED SESSIONS****XI. ADJOURN**

Chair Johnson adjourned the meeting at 3:11 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, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3452

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Grant Acceptance

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1055914 with the State of Minnesota for the Runway Obstruction Removals Project (State Project #A3115-11) at the Bowstring Airport in the amount of \$19,000 and authorizes necessary signatures.

BACKGROUND:

This project includes a County obligation of \$1,000.00.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. A3115-11-9Y0-State-Grant-Contract

02/06/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

RESOLUTION 2024-6

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED, by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1055914, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3115-11 at the Bowstring Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
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 13th day of February 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 13th day of February A.D. 2024.

Administrator

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Itasca County; 123 NE 4th Street, Grand Rapids, MN 55744-2600. ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A3115-11, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

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

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Obstruction Removals	0%	95%	5%
Federal Committed:	\$ 0.00		
Federal Multiyear:	\$ 0.00		
State:	\$ 19,000.00		
Grantee:	\$ 1,000.00		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 19,000.00.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of

receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this 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. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Daniel Boerner, Central Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155-1800, Phone 612-427-3858, Email dan.boerner@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Blank.

6.3 Grantee's Authorized Representative is:

Brett Skyles, County Administrator, 123 NE 4th Street, Grand Rapids, MN 55744-2600, Phone 218-327-7363, Email brett.skyles@co.itasca.mn.us, or his/her successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

7.2 Amendments. Any amendments to this 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 agreement, or their successors

in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

In the performance of this agreement, and to the extent permitted by law, 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 agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant 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 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. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Data Practices and Intellectual Property Rights**

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

10.2 **Intellectual Property Rights.**

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this 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 agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

14.1 **Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as

determined by State.

20 Additional Provisions

[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3445

DEPARTMENT: Assessor
PRESENTER: Amber Peratalo

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Schedule the 2024 County Board of Appeal and Equalization

BOARD ACTION REQUESTED:
Schedule the 2024 County Board of Appeal and Equalization meeting on Monday, June 17, 2024 at 3:00 PM with 15 minute appointments available from 3:15 PM until 7:00 PM and on Thursday, June 20, 2024 from 9:00 AM to 1:00 PM, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Thursday, June 20, 2024 meeting.

BACKGROUND:
Per the Minnesota Department of Revenue, available dates for the County Board of Appeal and Equalization in 2024 are Monday, June 17th through Friday, June 28th.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/06/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3437

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Reduction in Retainage - Contract 60732 CSAH 7 Bituminous Paving

BOARD ACTION REQUESTED:
Reduce the retainage for the CSAH 7 Bituminous Paving project (Contract 60732) from 5% to 1%, resulting in a retainage of \$35,471.96.

BACKGROUND:
Ulland Brothers has requested a reduction in project retainage. The project has been completed but clean up items still remain to be completed in the spring. The Transportation Department is comfortable with the 1% retainage in the amount of \$35,471.96 until all project items are completed and final payment is approved.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/06/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3443

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Recorder's Technology Fund Request for Improvements to Main Concourse/Training Area of EOC

BOARD ACTION REQUESTED:

Approve proposal for Acoustical Improvements to Main Concourse/Training/Meeting area of the Emergency Operations Center (EOC) and approve the request to utilize the Recorder's Technology Fund for said purchase.

BACKGROUND:

The EOC's main concourse is a wide, open space ideal for holding large meetings and trainings; however, the echo in this space makes it difficult to have conversations or concentrate on tasks. Placing acoustic panels in this area will greatly improve the sound quality and reduce the disrupting echo.

COUNTY ATTORNEY REVIEW: N/A

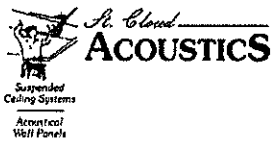
SUPPORTING DOCUMENTATION:

1. Proposal - St Cloud Acoustics, Inc

02/06/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



Proposal

Page 1 of 1

St. Cloud Acoustics, Inc.
30762 Pearl Drive, P.O. Box 758
St. Joseph, MN. 56374
phone: 320-363-8585 fax: 320-363-8586

No. **024026**

Date 1/18/2024

PROPOSAL SUBMITTED TO Itasca County		PHONE	OTHER PHONE
ADDRESS		E-MAIL ADDRESS	FAX NUMBER
CITY, STATE AND ZIP CODE		JOB NAME Dispatch Building Acoustics	
ARCHITECT	DATE OF PLANS	JOB LOCATION Grand Rapids, MN	

We hereby submit specifications and estimates for:

Section: Acoustical Treatment

- As per site visit.
- 1,344 Square feet of acoustics included.
- Tax exempt project.

30,815.00

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

THIRTY THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS

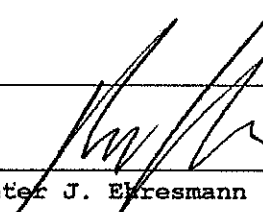
dollars (\$ 30,815.00)

Payment to be made as follows:

Terms and Conditions:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized
Signature


Peter J. Ekresmann

Note: This proposal may be
withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-72

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3459

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:

- Farewell to Jim Kingen whose last day as Helpdesk Technician with the MIS Department will be February 14, 2024, after 6+ months of service.
- Farewell to Darlene Troumbly whose last day as Corrections Deputy with the Sheriff Department was January 18, 2024, after 17 years of service.
- Congratulations to Randy Washburn who has accepted a transfer from Facility Management Supervisor to Facilities Worker II, Administrative Services Department, effective February 4, 2024.
- Congratulations to Tom Williams who has accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office effective January 21, 2024.
- Farewell to Anna Cass whose last day as Administrative Lieutenant with the Sheriff Department will be February 19, 2024, after 16+ years of service.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-68

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 February 16, 2024, in the amount of \$1,512,333.46.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
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, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3451

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

NE MN Home Consortium Advisory Committee Guideline Update

BOARD ACTION REQUESTED:

Review Request from the NE MN Home Consortium Advisory Committee.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County - NE MN HOME Consortium Advisory Committee Guideline Update Memo
2. Consortium Members - 2024
3. HOME Adv Comm Guideline_Final Approved 9.22.23

02/06/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 02/13/2024 2:30 PM
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02/13/2024

It was the consensus of the County Board to direct staff to do additional follow-up regarding potential placement on the committee.



Saint Louis County

Economic and Community Development Department
www.stlouiscountymn.gov

TO: Brett Skyles, Itasca County Administrator

FROM: Brad Gustafson, St. Louis County Community Development Manager

DATE: December 15, 2023

RE: Northeast MN HOME Consortium: Advisory Committee Guideline Update

Hello Brett,

I hope this letter finds you well. I am writing to bring some recent updates to the NE MN HOME Consortium Advisory Committee guidelines to your attention. I believe that these updated guidelines are crucial for the continued success and effectiveness of the committee.

In light of these updates, I kindly request that Itasca County take the necessary steps to implement these revised guidelines. The changes include:

- Each county appoint two County Commissioners (one member and one alternate)
- Each county appoint two at-large housing professionals (one member and one alternate)

This new representation will undoubtedly contribute to the committee's ability to make informed decisions and ensure Itasca County has adequate representation at each meeting. The terms of the appointments will be at your discretion.

We currently have Commissioner Cory Smith on the committee. I request that Randy Mattfield and Isaac Meyer from KOOTASCA Community Action, be considered for the two at-large housing professionals as they are a wealth of knowledge and provide much needed insights into affordable housing. I have attached a copy of the updated guidelines and a current roster of the Advisory Committee for your review. If you require any additional information or clarification, please do not hesitate to contact me. I appreciate your time and consideration.

Sincerely,

Brad Gustafson, Community Development Manager
Economic and Community Development
Office: 218-742-9563
gustafsonb@stlouiscountymn.gov

NE MN HOME Consortium Advisory Committee

Voting Members										
Jurisdiction/Agency	Member Role	Agency	Name	Title	Term Expiration	Phone	Email	Address	City	State-Zip
Cook County	Member - County Commissioner	County	Virginia "Ginny" Storlie	County Commissioner		218-370-9167	Ginny.Storlie@co.cook.mn.us	PO Box 125	Lutsen	MN 55612
Cook County	Member - Housing Advocate	Cook County HRA	Jason Hale	Cook County HRA		218-387-4285	director@cookcountyhra.org	5987 Hwy 1	Silver Bay	MN 55614
Cook County	Alternate - County Commissioner	County	David Mills	County Commissioner		218-370-8950	david.mills@co.cook.mn.us			
Cook County	Alternate - Housing Advocate									
Itasca County	Member - County Commissioner	County	Cory Smith	County Commissioner		218-812-9832	Cory.Smith@co.itasca.mn.us	PO Box 428	Squaw Lake	MN 56681
Itasca County	Member - Housing Advocate	KOOTASCA	Randy Mattfield	KOOTASCA Program Director		218-999-0821	RandyM@kootasca.org	28287 Bluebill Bay Road	Bovey	MN 55709
Itasca County	Alternate - County Commissioner	County								
Itasca County	Alternate - Housing Advocate	KOOTASCA	Isaac Meyer	KOOTASCA		218-999-0802	isaacm@kootasca.org	611 NE 9th St	Grand Rapids	MN 55744
Koochiching County	Member - County Commissioner	County	Ricky Roche	County Commissioner			ricky.roche@co.koochiching.mn.us	371 County Rd 24	International Falls	MN 56649
Koochiching County	Member - Housing Advocate	Private	Larry Davison	Private Business Owner		320-761-7272	legendsproshop@gmail.com	3031 County Rd 2 South	International Falls	MN 56649
Koochiching County	Alternate - County Commissioner	County		County Commissioner						
Koochiching County	Alternate - Housing Advocate	KOOTASCA	Scarlet Bennett	Program Coordinator		218-999-0823	scarletb@kootasca.org	501 NW 7th St	Grand Rapids	MN 55744
Lake County	Member - County Commissioner	County		County Commissioner						
Lake County	Member - Housing Advocate	Lake County HRA	Matthew Johnson	Executive Director		218-834-8332	matthew.johnson@co.lake.mn.us		Two Harbors	MN 55616
Lake County	Alternate - County Commissioner	County		County Commissioner						
Lake County	Alternate - Housing Advocate									
St. Louis County	Member - County Commissioner	County	Keith Nelson	County Commissioner		218-749-7108	NelsonK@StLouisCountyMN.gov			
St. Louis County	Member - Housing Advocate	AEOA	Scott Zahorik	Executive Director			scott.zahorik@aeoa.org	4148 White Road	Mt. Iron	MN 55768
St. Louis County	Alternate - County Commissioner	County								
St. Louis County	Alternate - Housing Advocate	AEOA	Angela Neal	AEOA Assistant Housing Director		218-735-6842	angela.neal@aeoa.org	7549 Wilson Rd	Eveleth	MN 55734
Non-Voting Members										
Jurisdiction/Agency	Member Role	Agency	Name	Title		Phone	Email	Street No	City	State-Zip
Itasca County	Additional - Housing Advocate	KOOTASCA	Rozanne Casey	Housing Manager			rozannec@kootasca.org			
Itasca County	Additional - Housing Advocate	KOOTASCA	Sandy O'Fallon	Program Coordinator		218-999-0828	SandyO@kootasca.org			
Lake County	Additional - Housing Advocate	Lake County HRA	Susan Rosette	County HRA		218-969-6183	catmanmom@gmail.com			
Lake County	Additional - Housing Advocate	Lake County HRA	Robert Entzion	County HRA		2183499724; 2188345886	bob.sheryl@frontiernet.net	PO Box 208	Knife River	MN 55609
St. Louis County	Additional - Housing Advocate	One Roof	Jim Philbin	Community Land Trust Director		218-348-6258	jphilbin@1roofhousing.org	12 E 4th Street	Duluth	MN 55805
St. Louis County	Additional - Housing Advocate	AEOA	Dave Johnson	AEOA Housing Director		218-735-6818	dave.johnson@aeoa.org			
St. Louis County	Additional - Housing Advocate	AEOA	Autumn Holweger	Homeownership Advisor		218-735-6895	autumn.holweger@aeoa.org			

THE NORTHEAST MINNESOTA HOME CONSORTIUM ADVISORY COMMITTEE GUIDELINES

The Northeast Minnesota HOME Consortium was created to enable the counties of Cook, Lake, Itasca, Koochiching, and St. Louis (excluding the city of Duluth) to access funding from the HOME Program administered by the U.S. Department of Housing and Urban Development (HUD). The Consortium will be guided by an Advisory Committee made up of representatives from each of the five counties. St. Louis County will serve as the Consortium lead entity for the purposes of administration of the HOME Program.

1. **Name of the Advisory Committee:** The name of the Advisory Committee will be the Northeast Minnesota HOME Consortium Advisory Committee (hereinafter, the "Advisory Committee" or the "Committee"). The principal office of the Advisory Committee will be the St. Louis County office located at 201 South 3rd Ave W Virginia, Minnesota.
2. **Organization**
 - a. **Members:** The County Board for each respective county in the Consortium will appoint two Advisory Committee members and two alternate members. Two members will be a County Commissioner (one member and one alternate) and two at-large housing professionals (one member and one alternate). The County Board may choose to appoint a specific person or an agency as the designated representative for their at-large housing professional member and alternate. Members and alternate members may be appointed for terms determined by their respective County Board.
 - b. **Officers:** The officers of the Advisory Committee will consist of a Chair, Vice Chair, and Secretary. The officers will be members of the Advisory Committee, will be elected at the annual meeting of the Advisory Committee, and will hold no more than one such office at the same time.
 - i. **Chair.** The Chair will preside at all meetings of the Committee.
 - ii. **Vice Chair.** The Vice Chair will preside at any meeting of the Committee in the absence of the Chair and may exercise all powers and perform all responsibilities of the Chair if the Chair cannot exercise or perform the same due to absence or another inability.
 - iii. **Chair Pro Tem.** In the absence or inability of the Chair and the Vice Chair at any meeting, the Committee may appoint any remaining Committee Member as Chair Pro Tem to preside at such meeting.
 - iv. **Secretary.** The Secretary will keep minutes of all meetings of the Committee and will maintain all records of the Advisory Committee. The Secretary will also have such additional duties and responsibilities as the Committee may from time to time and by resolution prescribe.

- v. Administrative staff. St. Louis County will provide administrative staff to assist the Secretary. Administrative staff are not considered Advisory Committee members and may not vote on actions of the Advisory Committee.

3. Procedures of Advisory Committee

- a. Annual Meeting. The annual meeting of the Advisory Committee will be held in the month of February each year, or at such time as the Committee may determine, and will be held in the regular meeting place of the Committee.
- b. Regular Meetings. The Committee will hold semi-annual meetings in the months of February and September, commencing at 10:00 o'clock a.m., C.T., or at such other month and time as the Committee may determine. Regular meetings of the Committee will be held in the St. Louis County Planning and Community Development Department office or in a suitable location within the five-county consortium so designated after each meeting by the Committee.
- c. Special Meetings. Special meetings of the Committee may be called by the Chair or, in the event of the Chair's absence or inability, by the Vice Chair at any time with reasonable notice provided to the Advisory Committee prior to such special meeting.
- d. Quorum. A quorum of the ten-member Committee will consist of six Committee Members. In the absence of a quorum, no official action may be taken by, on behalf of, or in the name of the Committee.
- e. Adoption of Resolutions. Resolutions of the Committee will be deemed adopted if approved by not less than a simple majority of all Committee Members present. Resolutions may but need not be read aloud prior to a vote taken thereon.
- f. Rules of Order. The meetings of the Committee will be governed by the most recent edition of Robert's Rules of Order.
- g. Conflict of Interest. Advisory Committee members will disclose all incidences of existing and/or potential conflict of interest prior to their participation in any discussion of relevant HOME-assisted activities.

4. Miscellaneous

- a. Fiscal Year. The fiscal year for the Northeast Minnesota HOME Consortium will be the St. Louis County HUD program year.
- b. Communications. All communications to which the Advisory Committee is a signatory party will be executed by the Chair.
- c. Amendment of Guidelines. These Guidelines may be amended by the Committee only by not less than a two-thirds vote of all the Committee Members present, provided that any such proposed amendment will first have been delivered to each Committee Member at least five days prior to the meeting at which such

amendment is considered.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3456

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

American Rescue Plan (ARP) Request - Warba American Legion Campground

BOARD ACTION REQUESTED:

Review American Rescue Plan (ARP) request from the Warba American Legion Campground.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Warba American Legion Campground

Motion To: Approve \$30,000 of American Rescue Plan (ARP) Funding, as requested by the Warba American Legion Campground.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [John Johnson](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Friday, February 2, 2024 10:28:22 AM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Truman-Blakesly (Warba) American Legion Campground
Name of Contact:	Gary Sutherland, American Legion Commander or Lisa Randall, CEDA
Address:	Mailing: PO Box 2701; Physical address: 21066 US Hwy 2
City:	Warba
State:	MN
Zip Code:	55793
Phone Number:	Gary 218-244-1713 or Lisa 218-259-0326
E-mail Address:	lisa.randall@cedausa.com
Commissioner District:	District 3 - John Johnson
Project Name:	Warba American Legion Campground Upgrades
Amount Requested:	\$30,000 over two years
Project Budget & Summary of Project:	Project Budget & Summary of Project:* The Truman-Blakesly (Warba) American Legion Post 432 is requesting funds to upgrade existing, and install new, recreational amenities at the American Legion Campground and public park in Feeley Township near Warba, MN. Total project cost: \$120,000 over two years • Proposing a 2-phased approach in 2024 and 2025 to stretch funding and completing the work over two years. • Proposing application to IRRR for Culture & Tourism \$30,000 grant in both years = opportunity for \$60,000 towards this project. • This request will serve as a portion of the match dollars required for IRRR Culture & Tourism grant applications and other funding opportunities.

Campground Economic Impact

- Based on a UofM tourism study, potential annual economic impact of the campground is \$1,010,724.
- Based on a 37% occupancy rate in 2023, visitor spending was about \$373,968. Improved campground amenities and increased marketing efforts is projected to increase occupancy and visitor spending.

Public Park Community Benefit

The beach, park, fishing pier and picnic pavilions are open to the public and used by an estimated 2,000 local residents from Blackberry, Feeley, Goodland, Jacobson, Sago, Shallow Lake, Trout Lake and Wawina communities. The nearest swimming beaches or parks are 12-15 miles away in Grand Rapids, Trout Lake or Goodland.

Phase 1 in 2024, approximately \$60,000

- Construct and landscape a new maintenance building. The current garage was originally the Swan River Post Office and repurposed to the Legion Campground in the mid-1980s. It is deteriorating and is now too small for the campground's needs. Veteran-owned Craiglow Construction is slated to build the building. American Legion volunteers will assist in the build to keep costs down.
- Upgrade camper/RV pad gravel on five campsites
- Upgrade gravel in Post Home building parking area and create access to newly constructed maintenance building

Phase 1 Funding in 2024

\$30,000 from IRRR Culture & Tourism, application pending
\$15,000 ask to Itasca County ARPA funds for a partial match to IRRR
\$15,000 from the campground fees, township donations and a grant awarded from Grand Rapids Area Community Foundation.

Phase 2 in 2025, approximately \$60,000

- Relocate the flag poles and create more attractive landscaping
- Expand and landscape the swimming beach (envision a mini-Tioga Beach)
- Install shoreline preservation rip-rap to make beach area and shoreline more attractive, prevent erosion and support aquatic ecosystem
- Upgrade electric hookups at three campsites
- Install new highway signage for visibility
- Purchase maintenance utility/golf cart vehicle

Phase 2 Funding in 2025

\$30,000 from IRRR Culture & Tourism grant (again in 2025 requires match again)

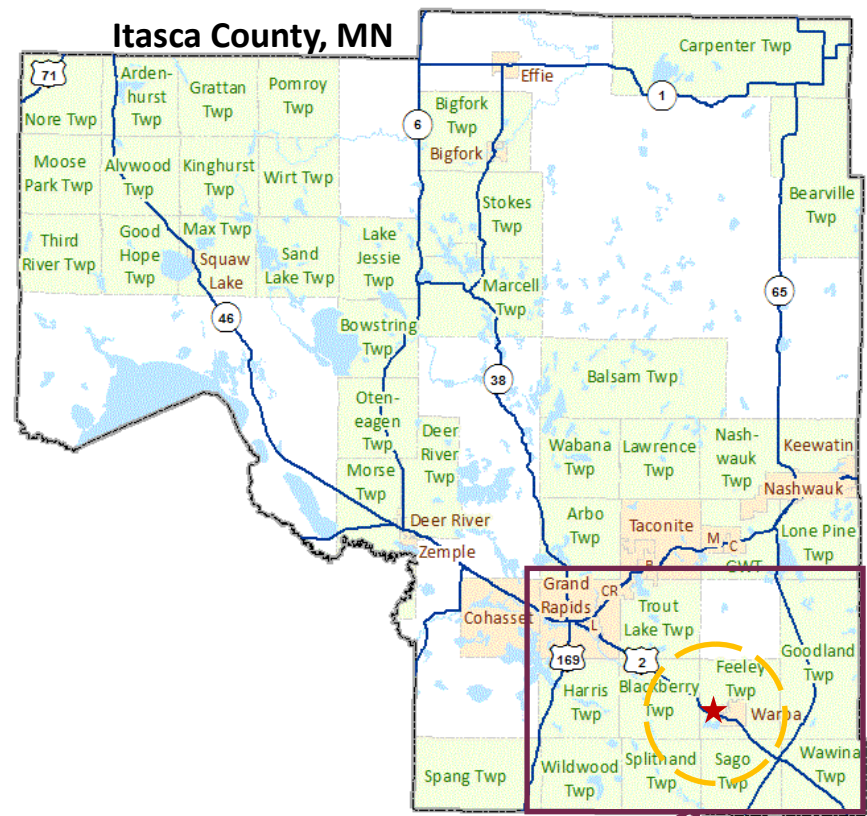
\$15,000 proposed ask to Itasca County for match to second IRRR grant in Phase 2
\$10,000 from campground fees and annual gun raffle proceeds
\$5,000 CEDA will pursue additional funding through other grant applications

Additional Information: [Warba American Legion Campground maps.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

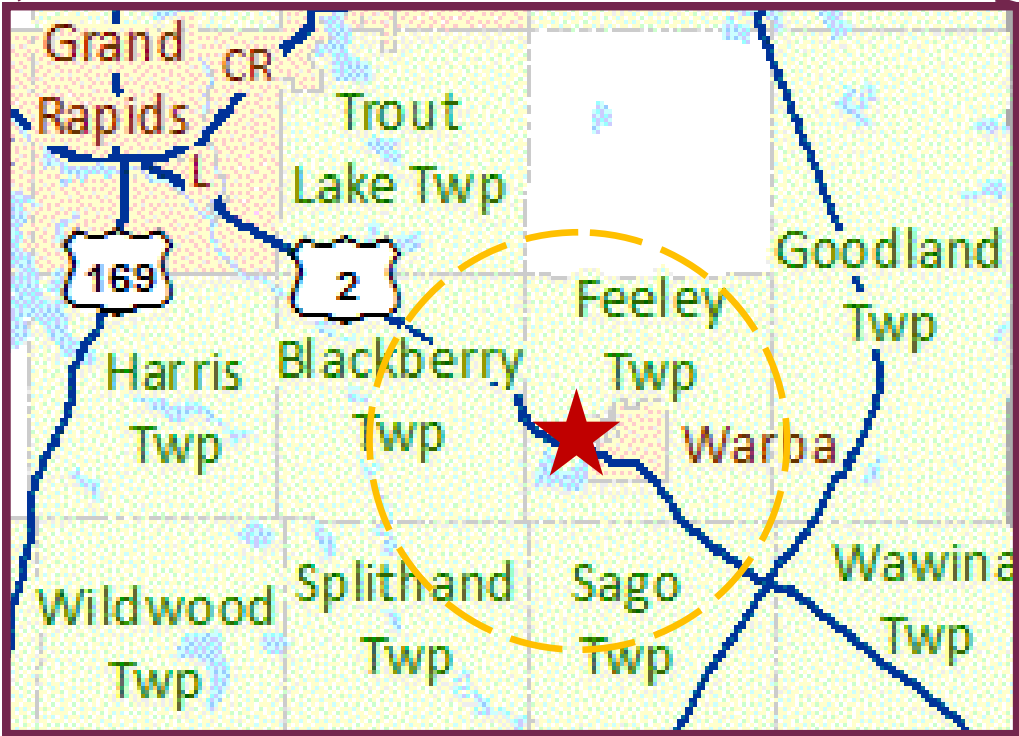
Warba American Legion Campground

21066 US Highway 2, Warba MN 55793



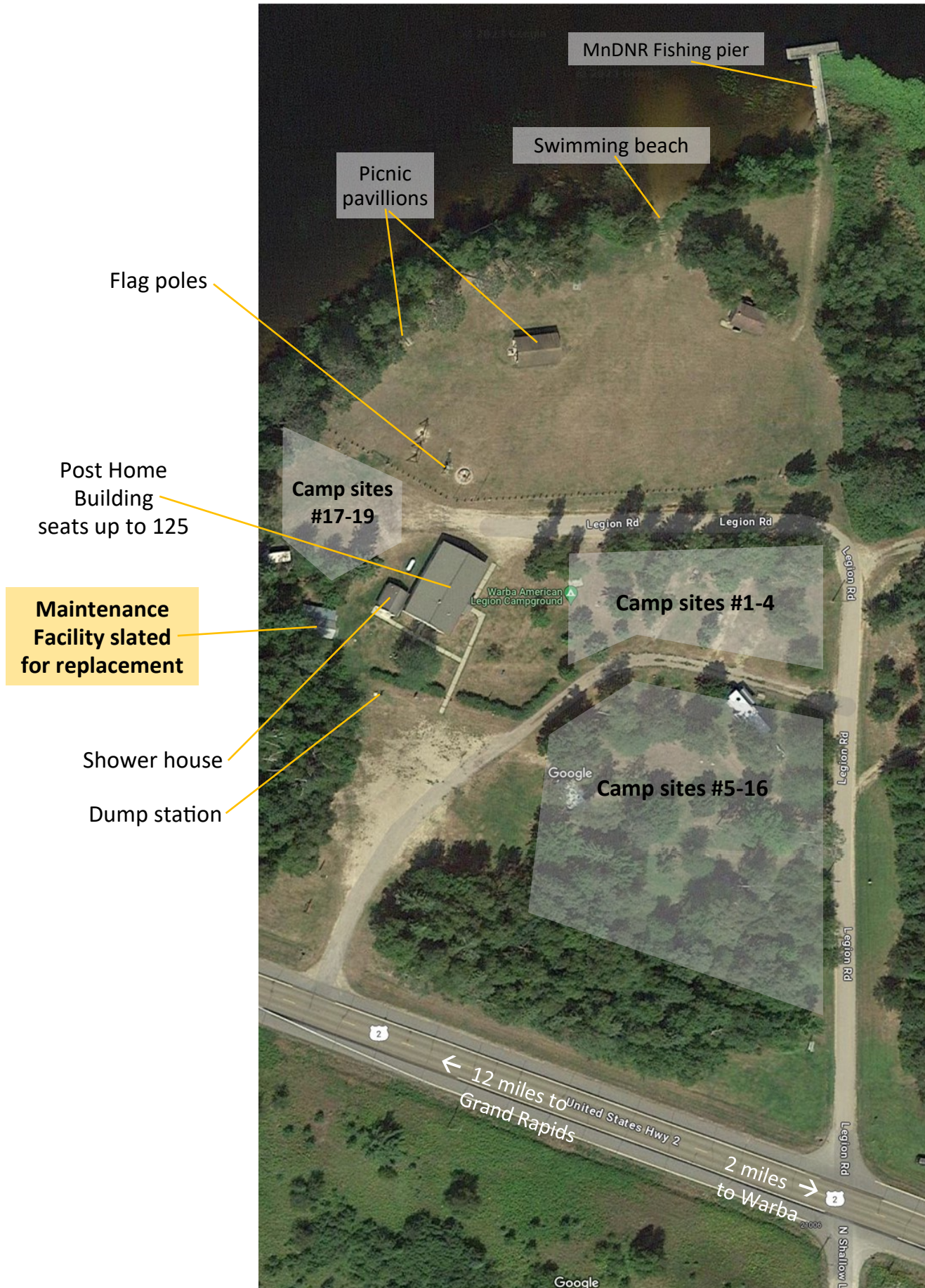
Map Legend

-  10 mile radius
-  Park Site



Warba American Legion Campground

21066 US Highway 2, Warba MN 55793





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3450

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Cory Smith

AGENDA ITEM:

Resolution in Favor of Minnesota Taking Action On a Timberwolf Hunting and Trapping Season

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorizing Itasca County to be in Favor of Minnesota Taking Action On a Timberwolf Hunting and Trapping Season.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Klobuchar Letter

02/06/2024

RESULT:	PULLED FROM AGENDA
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, February 13, 2024

RESOLUTION 2024-7

**RE: AUTHORIZING ITASCA COUNTY TO BE IN FAVOR OF MINNESOTA TAKING ACTION ON A
TIMBERWOLF HUNTING AND TRAPPING SEASON**

WHEREAS, it has been well documented that Minnesota has 50% of the Timberwolf population in the lower 48 states - populations far exceeding agreed upon recovery levels per the DNRs wolf calculations are contributing significantly to dramatic reductions of our Minnesota Whitetail Deer populations, significant losses to Livestock producers, and heartfelt losses of family pets due to wolf attacks and predation; and

WHEREAS, the decades of family tradition that is being impacted and the years of economic damage this brings small Minnesota towns including those in Itasca County; from hotels, restaurants, bars, loss of livestock, etc...is substantial, growing, and difficult to recapture.

NOW THEREFORE BE IT RESOLVED, by the Itasca County Board of Commissioners that:

- 1) The Itasca County Board is officially in favor of Timberwolves being removed from Federal protection and that wolf management be returned to the State of Minnesota, just like Congress did in 2011 for the states of Wyoming, Idaho, and Montana;
- 2) The Itasca County Board is officially in favor of the State of Minnesota taking action on a Timberwolf hunting and trapping season once wolves are removed from Federal protection; and
- 3) The Itasca County Board is officially in favor of signing the attached letter requesting Senator Amy Klobuchar to vote for Timberwolves to be removed from Federal protection.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Hunters for Hunters (Minnesota Non-Profit Hunter Advocacy group) via email to Chairman@hunters4hunters.org or via US Postal Service to:

Hunters for Hunters
1514 410th Ave
Karlstad, MN 56732

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
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 13th day of February 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 13th day of February A.D. 2024.

Administrator



COPY

1514 410th Ave
Karlstad, MN 56732

www.Hunters4Hunters.org
218.526.0318

Dear Senator Klobuchar,

Thank you for serving our State and our Nation.

In the past you supported some Federal timber harvest reform to help rural Minnesotans.

We call upon your help again.

It is well documented that too many wolves - populations far exceeding agreed upon recovery levels are contributing significantly to dramatic reductions of our Minnesota Whitetail populations. Without wolf management, it will also stop any Whitetail Deer population recovery.

The economic damage to small Minnesota towns; from hotels, restaurants, bars, farm equipment, etc... is substantial, and growing.

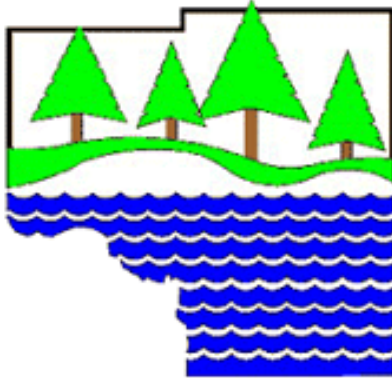
As you have seen, there are literally thousands of non-political, uninvolved everyday people coming out to town hall meetings. We need our voices heard and our interests protected.

We, as citizens and County Commissioners ask that you join with other members of the US Congress and return wolf management to the State of Minnesota, just like Congress did in 2011 for the states of Wyoming, Idaho and Montana.

Sincerely

Dillan Porter
Chairman – Hunters For Hunters

(When we receive a list of participating counties, the county names will be listed below Dillan's Signature)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3462

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth, Brett Skyles

AGENDA ITEM:

Professional Services Agreement between Itasca County and David Drown Associates Human Resources, Inc. (DDA)

BOARD ACTION REQUESTED:

Approve a Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA) to undertake a compensation market study in early 2024.

BACKGROUND:

DDA Human Resources is a professional human resources consulting firm that has provided executive search, compensation and classification studies and other HR services to clients throughout Minnesota since 2013. Itasca County has utilized the services of DDA for several years for position classification review so there is an existing relationship. Tessia Melvin will lead this work on behalf of DDA, and has a doctorate in Public Administration from Hamline University as well as bringing 13 years of experience in diverse service to city and county government in Minnesota. This compensation market study is intended to provide data and recommendations to Itasca County related to employee compensation.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. DDA Comp market survey contract Itasca County 2024 (002)

02/13/2024

It was the consensus of the County Board to direct staff to request the addition of benefit comparison services to the contract.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 13th day of February 2024 ("Effective Date") by and between David Drown Associates Inc., a Minnesota corporation with a Minnesota registered office at 5029 Upton Avenue South Minneapolis, MN 55410 ("Consultant"), and Itasca County located at 123 NE 4th Street, MN 55744 (the "Client"):

RECITALS

- A. Consultant is engaged in the business of providing professional human resources consulting services.
- B. The Client desires to hire Consultant to perform the following work:
- The Consultant will perform the following services:
 - a. Market Analysis and pay Grid Calibration \$23,500
 - b. Additional job description classification reviews at \$175, as needed.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the Client and Consultant agree as follows:

AGREEMENT

1. **Services to be Provided.** Consultant agrees to provide the Client with professional human resources consulting services as described in the attached **Exhibit A** (the "Services"). **Exhibits A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

2. **Consideration.** The consideration, which the Client shall pay to Consultant, shall not exceed \$23,500 for the Market Analysis and Pay Grid Calibration project. The consideration shall be for both the Services performed by Consultant and the expenses incurred by Consultant in performing the Services. The Client shall make payment to Consultant as follows:

- \$23,500 will be paid following Consultant submission of final report and presentation of Market Analysis and Pay Grid Calibration recommendations.
 - \$175 for each job description classification review as requested by the Client.
- The Client shall pay Consultant within thirty (30) days after Consultant's statements are submitted.

3. **Expense Reimbursement.** Consultant shall not be compensated separately for necessary incidental expenses. All expenses of Consultant shall be built into Consultant's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the Client, which approval may be provided via electronic mail.

4. **Approvals.** Consultant shall secure the Client's written approval before making any expenditures, purchases, or commitments on the Client's behalf beyond those listed in the Services. The Client's approval may be provided via electronic mail.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at any time;
- b. Either party may terminate this Agreement in the event of a breach of the Agreement by the other party upon providing thirty (30) days' written notice to the party in breach; or
- c. The Client may terminate this Agreement immediately upon Consultant's failure to have in force any insurance required by this Agreement.

In the event of a termination, the Client shall pay Consultant for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination. Upon payment, Consultant shall provide Client with all data it has accumulated related to the Market Analysis and Pay Grid Calibration up to the date of termination, and all completed and draft job descriptions or classification reviews in progress at the time of termination or Notice of Breach.

7. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by the Client because of a breach by Consultant, the Client may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the Client for breach of this Agreement by Consultant shall not be exclusive. The Client shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.

9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant, that are relevant to the contract or transaction, are subject to examination by the Client and the state auditor or legislative auditor for a minimum of six years. Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, and hold-harmless the Client and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Consultant's negligence or the Consultant's performance or failure to perform its obligations under this Agreement. The Consultant's indemnification obligation shall apply to the Consultant's subcontractors, or anyone directly or indirectly employed or hired by the Consultant, or anyone for whose acts the Consultant may be liable. The Consultant agrees this indemnity obligation shall survive the completion or termination of this Agreement.

11. **Insurance.** Consultant shall maintain reasonable insurance coverage throughout this Agreement. Consultant agrees that before any work related to the approved project can be performed, Consultant shall maintain at a minimum: Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181; Business Auto Liability in an amount not less than \$1,000,000.00 per occurrence; Professional Liability in an amount not less than \$1,000,000.00 per occurrence; and Commercial General Liability in an amount of not less than \$2,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$2,000,000.00 per occurrence for property damage. To meet the Commercial General Liability and Business Auto Liability requirements, Consultant may use a combination of Excess and Umbrella coverage. Consultant shall provide the Client with a current certificate of insurance including the following language: "The County of Itasca is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the Client as an additional insured and contain a statement that such policies

of insurance shall not be canceled or amended unless 30 days written notice is provided to the Client, or 10 days written notice in the case of non-payment.

12. **Subcontracting.** Neither the Client nor Consultant shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Services required by this Agreement. Any instrument in violation of this provision is null and void.

13. **Assignment.** Neither the Client nor Consultant shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.

14. **Independent Contractor.** Consultant is an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall provide or contract for all required equipment and personnel. Consultant shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the Client. The parties agree that this is not a joint venture, and the parties are not co-partners. Consultant is not an employee or agent of the Client and has no authority to make any binding commitments or obligations on behalf of the Client except to the extent expressly provided in this Agreement. All services provided by Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the Client for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

15. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the Client's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the Client's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on Client property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the Client.

16. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the Client and Consultant, and supersedes any other written or oral agreements between the Client and Consultant. This Agreement may only be modified in a writing signed by the Client and Consultant. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail.

17. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Itasca County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

19. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the Client. In the event of a conflict of interest, Consultant

shall advise the Client and, either secure a waiver of the conflict, or advise the Client that it will be unable to provide the requested Services.

20. **Work Products and Ownership of Documents.** All records, information, materials, and work product, including, but not limited to the completed reports, data collected from or created by the Client or the Client's employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall become the property of the Client, but Consultant may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Consultant agrees that it will not disclose for any purpose any information Consultant has obtained arising out of or related to this Agreement, except as authorized by the Client or as required by law. Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Consultant prior to the effective date of this Agreement; however, to the extent Consultant generates reports or recommendations for the Client using proprietary processes or formulas, Consultant shall provide the Client (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used. All of the obligations in this paragraph shall survive the completion or termination of this Agreement.

21. **Agreement Not Exclusive.** The Client retains the right to hire other professional human resources consultant service providers for this or other matters, in the Client's sole discretion.

22. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the Client from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

23. **Authorized Agents.** The Client's authorized agent for purposes of administration of this contract is Janet Borth, the Human Resources Director of the Client, or designee. Consultant's authorized agent for purposes of administration of this contract is Dr. Tessia Melvin, or designee who shall perform or supervise the performance of all Services.

24. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

CONSULTANT
David Drown Associates, Inc.
5029 Upton Avenue South
Minneapolis, MN 55410

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

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Publicity.** At the Client's request, the Client and Consultant shall develop language to use when discussing the Services. Consultant agrees that Consultant shall not release any publicity regarding the Services or the subject matter of this Agreement without prior consent from the Client. Consultant shall not use the Client's logo or state that the Client endorses its services without the Client's advanced written approval.

29. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

30. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

31. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

32. **Recitals.** The Client and Consultant agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the Client and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

DDA HUMAN RESOURCES, INC:

ITASCA COUNTY

Name: _____

By: _____

Title : _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A: Market Analysis and Pay Grid Calibration

Total Cost: \$23,500

Introduction and Project Orientation

Our first task with you is to meet and make sure we all understand the expectations and fully understand the current pay structure, pay philosophy, and employee benefits.

- We will conduct an Initial Project Meeting to discuss the scope of the planned services, its procedures, methods, intended outcomes and timeline. We will keep in mind directives from the governing board pertaining to this project.
- We will discuss any related details that are identified. During this meeting, we will identify data and resources on your current job descriptions, pay structure, classification system, employee roster, and union contracts. For your convenience, we will create a cloud-based account to make it easy to share files with you.
- Project Team and employee meetings may be held, if desired, to explain the project scope, expectations, timeline, and answer questions.

Job Description General Review

We will undertake a general review of your existing job descriptions and recommend changes to assure compliance with ADA and other State and Federal Requirements. We can rewrite any job descriptions for an additional cost.

Wage/Labor Benchmarks and Market Analysis

The next step in the process involves looking outside of your organization to see what wages are offered to employees in the job market.

- We will work with your Project Team to determine an appropriate group of comparable “benchmark” entities to achieve an adequate sample size and a meaningful comparison. These “benchmark organizations” are typically counties that are similar to yours and/or other organizations with whom you compete for employees. Although we know that you compete with private sector organizations for employees, obtaining *reliable* private sector information is very difficult in most cases. So, our focus will be primarily on public sector entities.
- We will collect detailed wage information on *all jobs* that you have in common with these communities – not just a selected list. We plan to use all benchmark roster data, may use the LMC/AMC wage database, and supplement by other sources as needed to provide a meaningful set of comparison data. We will organize the results of this analysis using a series of graphs and charts that are designed to clearly show how your current pay ranges and wages compare to those of benchmark entities. This is the information needed to develop a pay structure that balances both internal and external equity and assures compliance with State Pay Equity Compensation Standards.

Design New Pay Plan

- We will provide recommendations and options for either an adjustment of your existing

compensation plan, or a replacement plan that produces a better match with your compensation philosophy.

- We will work with you to create job families, where appropriate, to allow career paths to be developed within the County.
- We will fine tune the plan to establish fair and equitable compensation relationships within and outside the organization that are workable within a union and non-union environment.
- We will provide system testing to assure that any option proposed will comply with the State's pay equity standards and Federal requirements.
- We will evaluate the cost/budget implications of up to two (2) alternative implementation strategies that consider your current budget constraints. The objective of this work is to provide you with meaningful, employee-by-employee level information that is useful for your detailed budgeting use.
- We will prepare final documents for the plan, including presentation, draft policy, guidelines, and procedures for administration. Any written and computerized data and supporting information will be submitted as appropriate or requested.

Final Report

- Prepare final documents for this study, including presentation, policy, guidelines, and procedures for administration.
- We will make a final presentation of our report and findings.

Standard Fees for Other Services

For clients who prefer to receive maintenance support in a less rigorous manner, we offer a full range of support services with standard pricing:

- | | |
|---|--|
| • Write and classify a new or revised job description | \$300 per position |
| • Classify a job description provided by client | \$175 per position |
| • Market Wage Analysis | \$100 base fee plus \$150 per position |

Hourly rates:

- | | |
|---------------------|----------------|
| • Professional | \$250 per hour |
| • Technical Support | \$150 per hour |
| • Clerical | \$100 per hour |



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3460

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Becky Lauer

AGENDA ITEM:

Family and Child Services Division 2023 Year End Report

BOARD ACTION REQUESTED:

Informational

BACKGROUND:

2023 Year End Summary

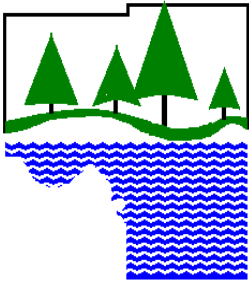
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2023 Year end Report to Board

RESULT:

INFORMATIONAL - NO ACTION TAKEN



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, Minnesota 55744-3983

Hearing Impaired Number TDD: 218-327-5549

(218) 327-2941

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

February 2024

2023 Year End Summary

CHILD PROTECTION

TYPES OF CPS CASES OPENED

Jan-Dec	Family Assessment	Investigation	Facility Investigation	PSOP/CW	Total	Average/month
2018	254	158	31	91	534	44.5
2019	209	155	23	110	497	41.3
2020	196	96	14	73	379	31.6
2021	212	127	14	99	452	37.7
2022	144	131	21	66	362	30.2
2023	153	121	25	75	377	31.4

2023 summary

- 2023: 377 new cases were opened and included 992 children.
2022: 362 new cases were opened and included 774 children.
2021: 452 new cases were opened and included 863 children.
- 2023: Out of home placement occurred in 38 of the 377 case (10% of total cases)
ICHHS placed 54 children
Probation placed 27 children.
2022: Out of home placement occurred in 50 of the 362 cases (14% of total cases)
ICHHS placed 81 children
Probation placed 20 children
2021: Out of home placement occurred in 44 of the 452 cases (9% of total cases)
ICHHS placed 76 children
Probation placed 15 children
- 2023 Reasons for placement;
 - 43% of the children were placed due to their own behaviors/delinquency
 - 34% of the children were placed due to their own mental health concerns
 - 15% of the children were placed due to parental drug use
 - 8% of the children were placed due to neglect, environmental hazards, parental cognitive deficits, extended foster care

AFTER HOURS ON CALL

State statute mandates CPS calls are responded to 24/7. Prior to 2024, certain social workers within the unit were expected to take 3-4 weekends per year of on call with weekdays being covered by Supervisory staff. Beginning 1/1/24, all social workers in the unit are now expected to cover on call for an entire week twice per year.

ICWA: (Indian Child Welfare Act)

In 2017 DHS began an audit process of cases involving Native American children. These cases are referred to as ICWA cases and have stringent requirements per the Federal law. Our agency has worked diligently to be in compliance with ICWA requirements, which are tied to funding from DHS. Our 2023 audit (case from 2022) was completed in June and the results are listed in the chart below.

Year	Itasca Ranking	Compliance Expected	Itasca County %	State Average
2017	5 th	Baseline year	72%	49%
2018	12 th	80%	77%	62%
2019	33 rd	90%	71%	79%
2020	8 th	100%	93%	84%
2021	1 st	100%	100%	85%
2022	5 th	100%	97%	88%

****We are currently being audited on 2 ICWA cases (from 2023) for 2024 audit cycle with results being released later this year.**

ADULT PROTECTION AND MENTAL HEALTH

	Adult Protection Cases opened	Commitment Cases opened
2018	64	63
2019	71	56
2020	69	50
2021	66	77
2022	85	52
2023	125	40

Prior to July 2022, our agency had one Adult Protection social worker who was responsible for all the cases. Due to the volume of cases, we reassigned a social worker to adult protection to assist with the caseload.

The unit had unprecedented turnover in 2022. A total of 6 social work positions turned over due to resignations, retirements, and movement to other units within the agency. The job of a child protection social worker involves tremendous amounts of stress and secondary trauma which results in high burnout. In 2023, we had 1 retirement, one resignation and one SW transfer to a job at the jail. In 2024, we have a retirement happening in February, which creates another shift in staff.

Respectfully submitted,

Becky Lauer

Family & Child Services Division Manager



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 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
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01/09/2024

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

01/16/2024

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

02/06/2024

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

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

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, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3461

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Demolition Landfill RFB

BOARD ACTION REQUESTED:

Approve the release of Request for Bids for the operation of the Itasca County Demolition Landfill and Yard Waste Area.

BACKGROUND:

Itasca County Environmental Services Department (ESD) has completed the Request For Bids (RFB) for the operation of the Itasca County Demolition Landfill and Yard Waste Area located at the Transfer Station. ESD would like the County Board's approval to make the RFB available to anyone interested in bidding on this contract. Once bids have been reviewed and a contractor is selected, ESD will bring the bids back to the County Board for final approval.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024.1.8 RFB Final

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



**REQUEST FOR BIDS
ITASCA COUNTY DEMOLITION LANDFILL
AND YARD WASTE SITE OPERATIONS**

Itasca County Environmental Services Department, Itasca County, Minnesota, is requesting bids for the operation of its Demolition Landfill and Yard Waste Site located at the Itasca County Transfer Station. Potential contractors must provide information related to management qualifications, cost and technical aspects that demonstrate the contractor's ability to successfully meet the County's needs and objectives, as specified in this Request for Bids (RFB).

Contractors should carefully review all instructions, requirements, specifications, as well as terms/conditions and promptly notify the County in writing or via e-mail of any ambiguity, inconsistency or errors which may be discovered upon examination of the RFB.

Questions regarding this RFB should be directed to Greg Stoltz ESD Coordinator by email at greg.stoltz@co.itasca.mn.us or by calling 218-327-7338.

Itasca County may revise the RFB by issuing an addendum prior to its opening. 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 bids, to wave irregularities and to accept the bid deemed in the best interest of Itasca County.

Submitting a Bid:

- Bids shall be submitted on the "Bid Form" that accompanies these instructions.
- The original of each "Bid Form" shall be submitted in a sealed envelope clearly marked: **"Demolition Landfill Operations RFB."**
- Bids shall be delivered No later than 2:00 pm on Monday April 15, 2024, to:
Itasca County Environmental Services
123 NE. Fourth Street
Grand Rapids, MN 55744
- Bids Letting shall begin at 10:00 am on Tuesday April 16, 2024, at:
Itasca County Environmental Services
123 NE. Fourth Street
Grand Rapids, MN 55744

OVERVIEW

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

Itasca County Timeline

Request for Bids Issued:	Monday, March 11, 2024
Questions Received by	Tuesday, March 19, 2024, by 2PM
Responses Posted by:	Monday, April 1, 2024
Bids Due:	Monday, April 15, 2024, by 2PM
Bid Opening:	Tuesday, April 16, 2024, at 10AM
Board Approval (Est.):	Tuesday, April 23, 2024
Estimated Start Date:	Monday, June 3, 2024

- Bids will be presented to the Itasca County Board of Commissioners on Tuesday April 23, 2024, at approximately 2:30 pm, or as soon thereafter as the Board's agenda permits, in the County Board Room of the Itasca County Courthouse at the above-stated address.

**A Site Tour of the facility can be arranged by calling:
Greg Stoltz, ESD Coordinator at 218-327-7338**

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ATTACHMENT A Bid Form

ATTACHMENT B County of Itasca, Minnesota Service Contract

SECTION 1

INSTRUCTIONS

Demolition Landfill Location.

- 29965 East Bass Lake Road Grand Rapids MN, 55744

1.1 Bid Bond. All bids must be accompanied by a Certified Check, Bidder's Bond, or an Irrevocable Letter of Credit from a lending institute covered by FDIC made payable to the Itasca County Auditor/Treasurer for five percent (5%) of the amount of the first (1st) year Part A & Part B total bid.

SECTION 2

SCOPE OF WORK

2.1 Itasca County currently owns an unlined demolition landfill adjacent to the Itasca County Transfer Station where Construction and Demolition Debris (C&D) is accepted and placed. This landfill is operated under MN Permit SW-448-005. A certified contractor is hired to assure the proper placement and compaction of the C&D material in the landfill. The contractor is responsible for ensuring all C&D materials being placed in the landfill are allowed as stated in the permit. Contractor will always have adequate equipment and employees to operate the landfill according to the permit and MPCA C&D requirements.

2.2 Itasca County also has a Yard Waste Area located on the same property. Contractor will need to maintain this area as needed or instructed by Itasca County.

2.3 Contractor shall comply with all applicable Federal, State, and Local laws and regulations pertaining to equal employment opportunity. The contractor is responsible for determining the applicability of those provisions and the extent of compliance.

2.4 Itasca County has set a maximum number of hours needed to complete the tasks at the demolition landfill and Yard Waste Area. Any work needed past those hours will need to be approved by Itasca County Environmental Services Coordinator on an As Needed Basis.

SECTION 3

TERM OF AGREEMENT

3.1 The term of this Agreement shall be for two years, commencing on June 3, 2024, and extending through May 30, 2026. Thereafter, this Agreement may be extended or renewed upon mutual agreement of the parties when put in writing by March 1, 2026. Notwithstanding the foregoing, this Agreement may be terminated for cause pursuant to Section 4.

SECTION 4

TERMINATION/DEFAULT

4.1 In the event either party to the Agreement shall be in breach of any of the provisions of this Agreement, the non-breaching party shall provide notice to the breaching party and

breaching party shall have thirty (30) business days upon receipt of written notice, to correct the breach. If the breaching party fails to cure such breach within thirty (30) business days, or such other reasonable period of time as permitted by the non-breaching party, the non-breaching party may terminate this Agreement upon written notice of at least ninety (90) days to the breaching party.

SECTION 5

CONTRACT EXECUTION; FAILURE TO COMPLY

5.1 The successful bidder shall enter and execute a contract with Itasca County and return the same to the County within 15 days after the contract forms have been mailed to the bidder. The terms and conditions of this contract shall be as set forth in these instructions and specifications. Upon the failure of the successful bidder to execute the contract or to comply with any other requirements-imposed precedent to the approval of the contract within the time allotted, including without limitation the posting of a performance bond or providing required certificates of insurance, the bidder bond requested in this request for bids shall be forfeited to the County, not as a penalty, but as liquidated damages. By submitting a bid, the bidder agrees that said liquidated damages shall cover the damages sustained by the County for additional administrative costs, expenses of re-advertising and bidding, and other damages sustained by the County because of the failure of the successful bidder to execute a written contract as required under these documents. Bidder further agrees that said liquidated damages shall not cover, but also shall not preclude the County from claiming damages it sustains on account of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this contract, or other damages direct or consequentially arising out of breach of the contract or failure to perform the same by the successful bidder.

SECTION 6

RIGHT TO REJECT AND WAIVE DEFECTS

6.1 The County reserves the right to accept or reject any or all bids, to waive any defects of technicalities, or to advertise for new bids where the acceptance, rejection, waiving, or re-advertising of such would be in the best interests of the County as determined exclusively by the County Board.

SECTION 7

CONTRACT DELIVERY; RELEASE OF BID BOND

7.1 Contractor shall sign the contract required under these instructions and specifications and deliver it, together with the documents called for by it, to the County's Environmental Services Director. The Environmental Services Director shall review these submissions for compliance before bidder's security bond, certified check, or letter of credit are surrendered.

SECTION 8

CONTRACT CONDITIONS

8.1 The successful bidder shall enter into a contract with the County consisting of the terms and conditions set forth in the sections that follow as well as those provided in Attachment B.

SECTION 9

CONTRACTOR RESPONSIBILITIES

9.1 Contractor shall maintain the demolition landfill and be solely responsible for the employment of sufficient numbers of trained personnel that will ensure all Minnesota Pollution Control Agencies (MPCA) Construction and Demolition Debris (C&D) requirements are followed.

9.2 Contractor shall have and maintain an MPCA Solid Waste Landfill Type III Operator Certification.

9.3 Contractor agrees to inspect each load dumped at the demolition landfill for any unacceptable waste and discard that waste in the roll-off container located at the demolition landfill site.

9.4 Contractor shall maintain the working face of the demolition landfill in accordance with MPCA C&D requirements and MN Permit SW-448-005.

9.5 Contractor shall cover working face every thirty (30) days with 6" intermittent cover, and every six (6) months with 6" of temporary cover provided by Itasca County, located at a nearby pit. Documenting activity as per permit.

9.6 Contractor shall spend at least one hour per week maintaining the County Brush and Compost Sites located on the property as per needed or directed by Itasca County ESD.

9.7 Contractor shall place 24" of final cover over all temporary cover once a year as per MN Permit SW-448-005. This shall consist of a compost topsoil mixture that will be seeded on final pass. All materials will be provided by Itasca County. Documenting activity as per permit.

9.8 Contractor shall dig, load, and haul all cover and compost materials from local pit located within one mile of site to demolition landfill during the covering process.

9.9 Contractor agrees to operate the demolition landfill in accordance with MN Permit SW-448-005, Except for emergencies and inclement weather, Contractor shall not alter the hours of operation without the consent of the County.

9.10 Contractor shall be responsible to take all reasonable safety precautions with respect to its employees, and all invitees to the demolition landfill, and shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority.

9.11 In the event the demolition landfill becomes contaminated, the Contractor, through its employees, will do their best to remove any unacceptable items from the demolition landfill.

9.12 Contractor shall plow any snow from the road leading to the demolition landfill from the

transfer station as well as any snow blocking the operating face of the landfill as needed.

9.13 Contractor shall crush glass as needed along with using glass in maintaining a dumping area near the working face for truck and trailer traffic.

SECTION 10

COUNTY’S RESPONSIBILITIES

10.1 County agrees to procure and maintain at County’s sole expense, all necessary permits and licenses required by applicable law for the performance of work under this Agreement, including, but not limited to, any permits required from the Minnesota Pollution Control Agency “MPCA”. County shall be responsible for the demolition landfill compliance reporting with any applicable permits, including the operating permits and any future permits needed.

10.2 County shall keep the demolition landfill site roads graded and maintained as needed.

10.3 County shall be entitled to inspect the demolition landfill and view the operations of the site at any time with no advance notice to verify compliance with this Agreement; provided, however, that such inspections of the demolition landfill shall not be of such duration or frequency as to interfere with the operation of the demolition landfill.

10.4 County shall be solely responsible for any/all future costs for engineering, legal and other like activities associated with any future modifications or future applications to any federal, state, or local agency with appropriate jurisdiction affecting the demolition landfill.

10.5 County shall provide all cover materials including grass seed and fertilizer.

SECTION 11

INSURANCE

11.1 Contractor agrees that it will always during the term of this Agreement keep in full force and effect the following insurance protection in the limits specified in Attachment B.

11.2 Certificates of insurance shall be provided to the County prior to commencement of the services under this Agreement. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been given to the County.

SECTION 12

INDEMNIFICATION

12.1 Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence

of the County or its representatives caused or contributed thereto.

12.2 Notwithstanding anything contained herein to the contrary, neither party shall be liable to the other for any incidental, special, punitive, or consequential damages.

SECTION 13

MISCELLANEOUS

13.1 Contractor and the County, each of its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments.

13.2 Contractor is prohibited from assigning, transferring, or otherwise disposing of this Agreement, or its rights, title or interest therein, or its power to execute such Agreement to any other person, agent, broker, company or corporation without the expressed written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Contractor may subcontract the performance, or portions of the performance, of this Agreement to subcontractors that are properly licensed to perform the services.

13.3 Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

13.4 This Agreement shall be interpreted under and governed by the laws of the State of Minnesota.

13.5 Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the Parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

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

13.7 In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement the prevailing party shall recover its attorney fees and court costs.

13.8 This Agreement, including the exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

13.9 If the Itasca County Demolition Landfill reaches its capacity or is closed by the State of Minnesota for any reason or the permit for the demolition landfill is ended, this contract will also end once all closing procedures have been completed and signed off by the MPCA.

Attachment A – Itasca County Proposal Form

REQUEST FOR BID
ITASCA COUNTY DEMOLITION LANDFILL
Bid Form (Complete Both Sides)

Part A: Hourly Rate for Summer Demolition Operations: Monday, Wednesday & Friday
April 1st through September 30th Eight (8) hours per day = Twenty-Four (24)
hours/week.

Part A \$_____ Per Hour Year 1

Part A \$_____ Per Hour Year 2

Part B: Hourly Rate for Winter Demolition Operations: Monday, Wednesday & Friday
October 1st through March 31st Four (4) hours per day = twelve (12) hours/week.

Part B \$_____ Per Hour Year 1

Part B \$_____ Per Hour Year 2

Part C: Hourly Rate for digging, loading, hauling, placing, and finishing intermediate and
temporary cover material. Fourteen (14) times per year @ appx. eight (8) hours each time.

Part C \$_____ Per Hour Year 1

Part C \$_____ Per Hour Year 2

Part D: Hourly Rate for digging, loading, hauling, placing, and finishing final cover material.
One time per year @ appx. sixteen (16) hours.

Part D \$_____ Per Hour Year 1

Part D \$_____ Per Hour Year 2

Part E: Hourly Rate for extended hours as needed during heavier influx of demolition.
Approved by Itasca County Environmental Services.

Part E \$_____ Per Hour Year 1

Part E \$_____ Per Hour Year 2

Attachment A – Itasca County Proposal Form

By submitting a bid, the bidder certifies that he/she/they have studied the bid Instructions and RFB Specifications, understands them and will comply with all requirements thereof.

Company

Date

Address

City

State

Zip Code

Contact Person

Phone Number

Email Address

MPCA Type III Operator Cert.

Expiration

Date _____

TIN, FEIN or SS Number

Authorized Signature

Title

Date

All bids must be accompanied by a Certified Check, Bidder's Bond, or an Irrevocable Letter of Credit from a lending institute covered by FDIC made payable to the Itasca County Auditor/Treasurer for five percent (5%) of the amount of the first (1st) year Part A & Part B total bid.

Part "A" Year 1 \$ _____ per hour x 24 (hours) = \$ _____ x 26 (weeks) = \$ _____

Part "B" Year 1 \$ _____ per hour x 12 (hours) = \$ _____ x 26 (weeks) = \$ _____

Total Part "A" & Part "B" Year 1 Total \$ _____

**County of Itasca, Minnesota
Service Contract**

A.1 DATES AND PARTIES

A.1.1 THIS SERVICE CONTRACT, made this 1st day of June 2024, by and between the County of Itasca, herein called the “County,” and _____, a corporation organized and existing under the laws of the State of Minnesota located at _____, herein called the “Contractor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Contractor, subject to the conditions, hereinafter set forth, the County shall purchase Demolition Landfill Services from said Contractor, upon terms and at the agreed price, and the Contractor shall perform said services all in accordance with the specifications of County as set forth in the Request for Bid attached to this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from June 1, 2024, to May 30, 2026, inclusive.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth. This agreement may be extended two more years if agreed upon by both County and Contractor. If the Itasca County Demolition Landfill closes for any reason prior to the contract being completed, the contract will expire at that time.(13.9)

E.1 CONTRACT AMOUNT

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

F.1 INCREASE

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

Attachment B – County of Itasca, Minnesota Service Contract

G.1 PAYMENT

- G.1.1 The County does hereby agree to pay said Contractor as services are performed to the satisfaction of the County, or its duly authorized agent, as indicated in the Request for Bid. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

Attachment B – County of Itasca, Minnesota Service Contract

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, non-owned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

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

Attachment B – County of Itasca, Minnesota Service Contract

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

J.1.8 Indemnification Clause

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

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

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

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

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

Attachment B – County of Itasca, Minnesota Service Contract

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller

Attachment B – County of Itasca, Minnesota Service Contract

General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

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

Attachment B – County of Itasca, Minnesota Service Contract

U.1 EXECUTION

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

Dated this _____ day of _____, 2024.

(Contractor Name)

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its _____

Itasca County Board Chairperson

By: _____

Itasca County Administrator

APPROVED AS TO FORM & EXECUTION

By: _____

Itasca County Attorney



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3446

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Itasca Driftskippers Snowmobile Club F RTP Equipment Grant

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Itasca Driftskippers Snowmobile Club Federal Recreational Trails Program Grant Application and authorize necessary signatures.

BACKGROUND:

The Itasca Driftskippers Snowmobile club is looking to purchase a skid steer, brushing attachment, and a possible trailer to fully maintain their trail system when in need of brushing, trail clearing, and tread-way improvement.

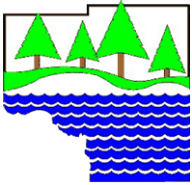
COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

02/06/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 02/13/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
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, February 13, 2024

RESOLUTION 2024-8

**RE: ITASCA DRIFTSKIPPERS SNOWMOBILE CLUB
FEDERAL RECREATIONAL TRAILS PROGRAM
EQUIPMENT GRANT APPLICATION**

WHEREAS, Itasca County recognizes the importance of snowmobile trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program Grant, and

WHEREAS, the Itasca Driftskippers Snowmobile Club is looking for a skid steer and brushing attachment for trail maintenance and enhancement of their trail system, and

WHEREAS, a Federal Recreational Trails Program grant is available to fund seventy-five (75) percent of the cost of the grooming equipment being purchased under this grant, and

WHEREAS, Itasca County affirms that the Itasca Driftskippers Snowmobile Club recognizes the twenty-five (25) percent match requirements for the Federal Recreational Trails Program grant, and that they have secured matching funds.

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

BE IT FURTHER RESOLVED, Itasca County hereby assures the maintenance equipment acquired through this grant will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources, and

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
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 13th day of February 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 13th day of February A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3448

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: 15 Minutes

AGENDA ITEM:
5 Year Plan for Highway Improvement Projects Presentation

BOARD ACTION REQUESTED:
Informational

BACKGROUND:

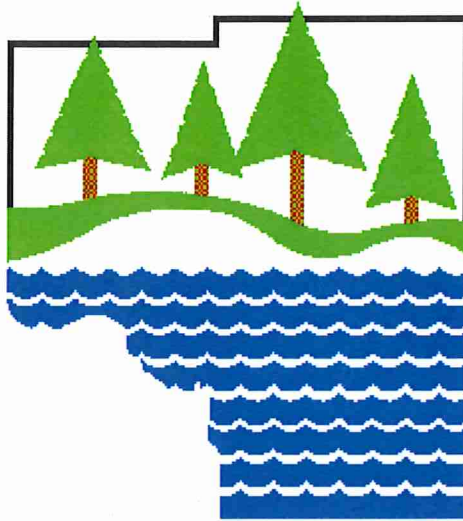
The Transportation Department updates the 5-year Plan for Highway Improvement Projects on an annual basis. Attached is the draft plan for 2024 - 2028. Notice of this presentation was published in the Grand Rapids Herald Review and the Scenic Range News. Additionally, copies of the plan were sent to townships, cities and utility companies for their review and comment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024- Draft 5-Year Plan

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Itasca County

2024

5-Year Plan For Highway Improvement Projects

Itasca County Engineer
Karin Grandia
327-2853

February 13, 2024

Introduction

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

The 2024 Five Year Plan is a flexible five-year action plan for bridge and highway projects. Only construction projects listed during the current year are funded.

- Notice -

Itasca County 5 Year Plan for Road and Bridge Construction Projects

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on February 13, 2024, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until February 29, 2024. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online on the Itasca County website under the Transportation Department tab.

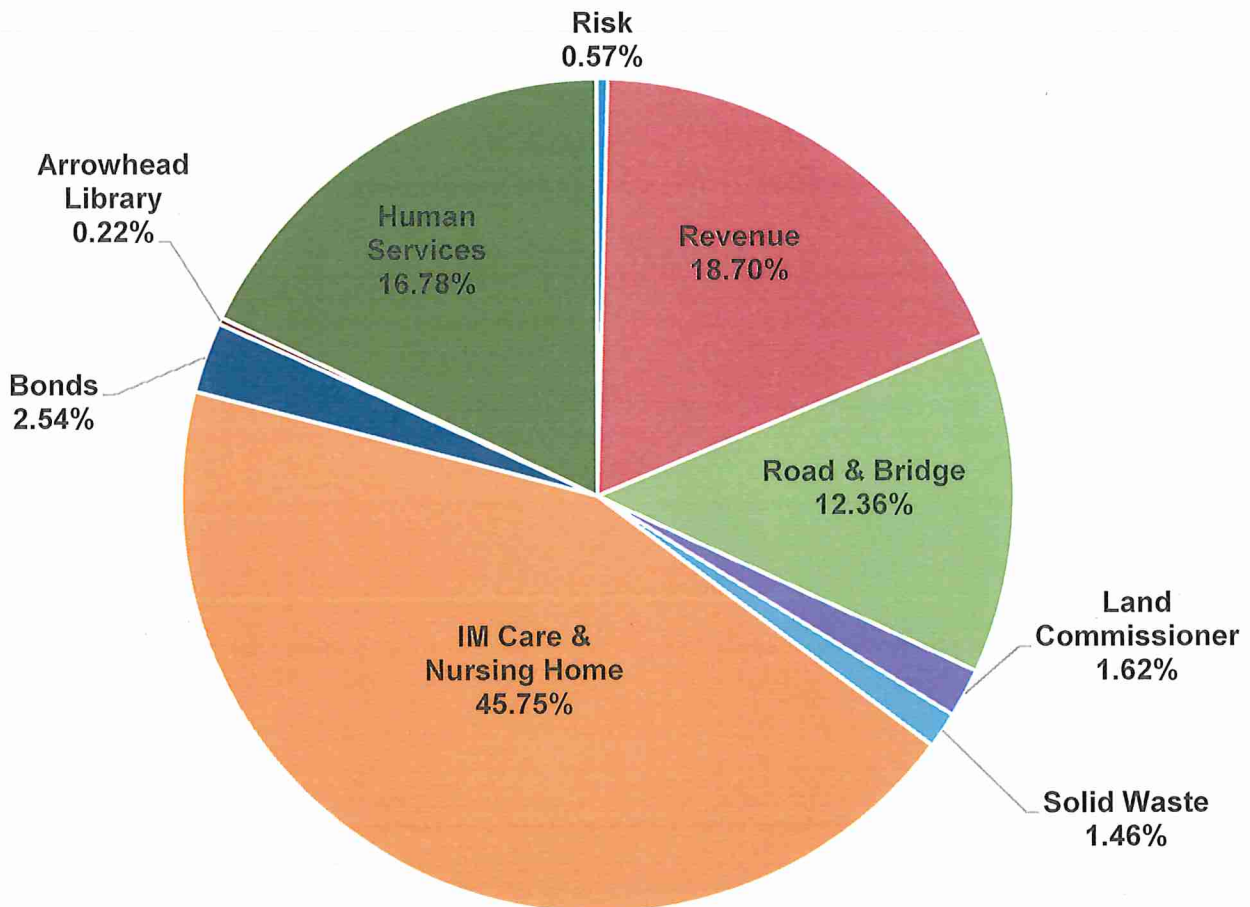
Itasca County Transportation Department Overview

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

The County Engineer, through the staff, is responsible for the administration of both the highway maintenance division and the highway construction division. The maintenance division consists of approximately 72 employees divided between 4 maintenance districts and central purchasing and repair. These employees are responsible for graveling, grading, drainage, signing, snow removal, ice control, equipment repair and minor road improvements. The construction division consists of approximately 12 employees and is responsible for the design and construction administration of all contracted road and bridge improvement projects.

As is shown below, the Transportation Department accounts for approximately 13.16% of the proposed \$161,632,982 - 2024 Itasca County Budget. In addition to the \$21,275,502 administered by the Transportation Department as part of the Itasca County Budget, the construction division administers on average an additional \$1,000,000 per year in federal construction dollars spent in Itasca County.

2024 Itasca County Budget



Road Jurisdiction

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

- State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.
- County - Consisting of;
- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
 - County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
 - County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
 - Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have 3-digit county road numbers.
- Local - Consisting of:
- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
 - Local Municipal Streets - These are generally local streets serving municipal subdivisions.
 - Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
 - Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
 - Department of Natural Resources Roads - These are local recreational or logging roads having DNR jurisdiction.
 - County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Funding Sources

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

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of these funds which make it to Minnesota are spent on state administered trunk highway projects.
- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects, road projects or railroad crossing projects. In addition, since the Chippewa National Forest is located within the county, the county periodically receives a portion of the Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county, and the projects are administered by the county.
- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

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

Bridge Bonding

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

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.
- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately \$430,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

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

Typical Funding Amounts

Construction Funding

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

Federal Funds

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

State Aid Funds

- Each year Itasca County receives approximately \$12,400,000 of State Aid Funds. Of that amount, \$10,875,000 is regular state aid and \$1,525,000 is municipal state aid.
- The funding is split 60/40 so that approximately \$6,525,000 is allocated for State Aid construction and \$4,350,000 for maintenance.
- Approximately \$915,000 is allocated for Municipal County State Aid construction and \$610,000 is allocated for Municipal Maintenance.

Bridge Bonding

- State Bridge Bonding is a major source of funding for bridge construction projects and is allocated by the State Legislature. Over the past 5 years approximately \$900,000 per year has been available for bridge and railroad crossing construction projects. These funds vary from year to year.

County Funds

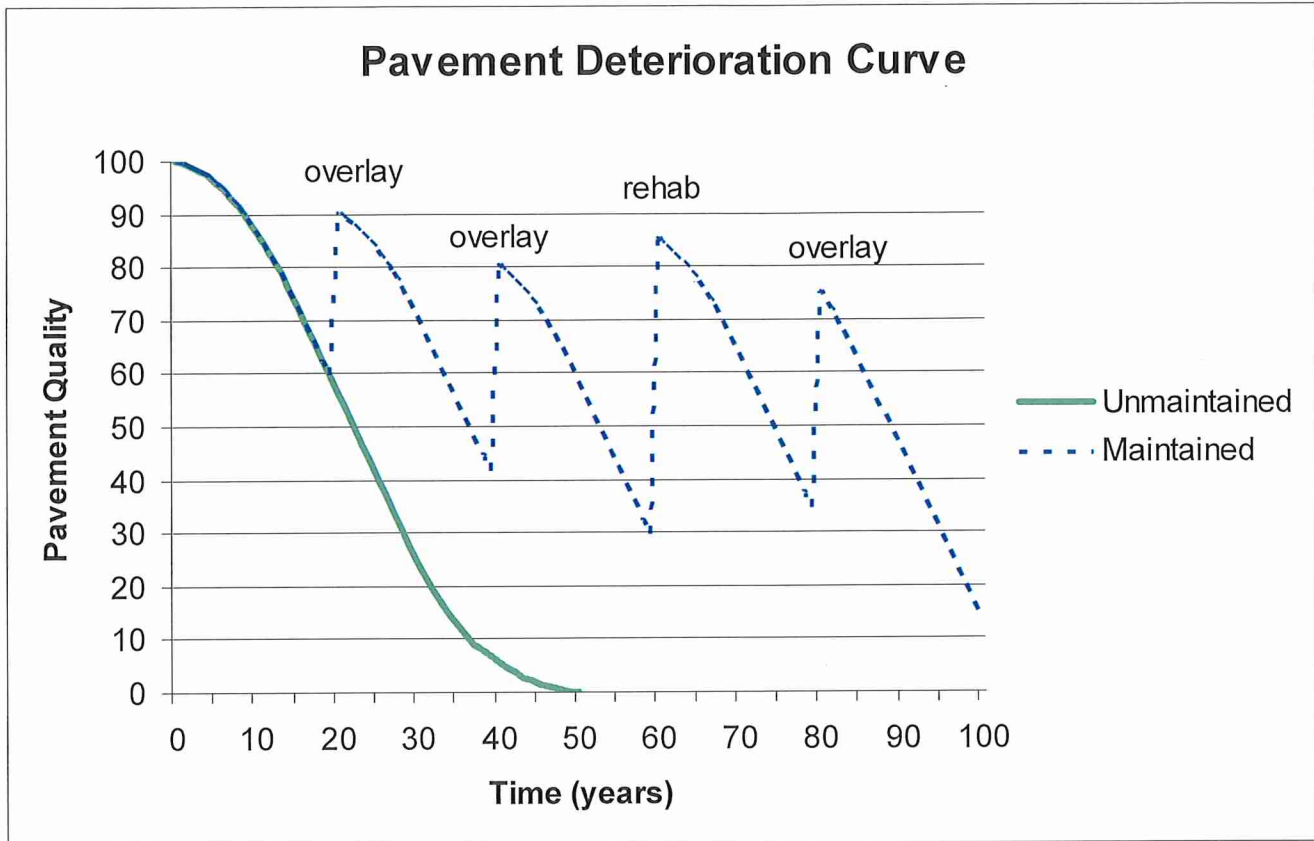
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at \$680,000 over the past 5 years and are supplemented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

Other Funding

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

Protecting our Pavement Investment

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



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

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

How much does a paved road Cost?

This County will review construction standards and consider:

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

The following costs are used for budgeting road improvement projects:

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

The Cost cycle of 1 mile of road:

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

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

There are:

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

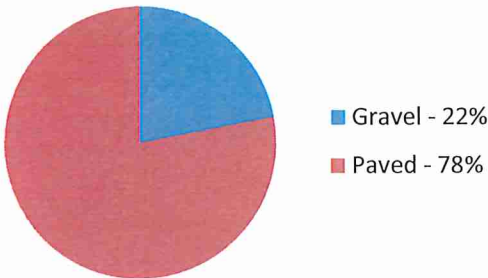
Therefore, to maintain our existing bituminous county roads we require the following yearly budget:

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

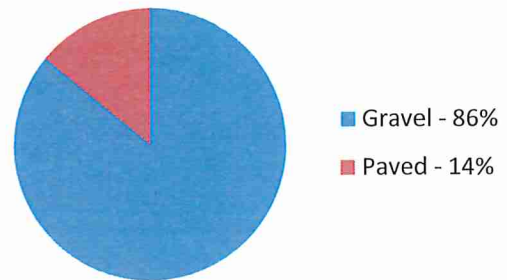
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

Gravel vs. Paved

CSAH SYSTEM (649 MILES - TOTAL)



COUNTY SYSTEM (691 MILES - TOTAL)



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

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

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

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

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

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

NOTES:

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

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

System Preservation Priorities

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

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

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

System Evaluation

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

2024 - 5 Year Plan for Construction Projects

The following worksheets and maps detail the proposed 2024 - 5-year plan. It should be noted that this plan is subject to change based on available funding, project conflicts and engineering workload. Project cost and allotment estimates are preliminary and are used for planning purposes only. The detail sheets contain the following sections:

- 2024 through 2028 Highway Construction Project lists
- 2024 through 2028 Highway Construction Project Maps

Public Involvement

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on February 13, 2024, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until February 29, 2024. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online at the Itasca County website under the Transportation Department tab.

Questions or comments can be addressed to:

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

Itasca County

2024 - 2028

**Proposed Project Schedule for
Highway Improvement Projects**

Itasca County 5-year Plan

REVISED: 1/30/2024

CONSTRUCTION PROJECTS FOR				2024						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 61	Bridge 31513 over Prairie River	—	Bridge Replacement	\$2,150,000	\$350,000			\$1,800,000	Federal Aid	30
CSAH 52	CR 340 to CR 342	2.8	Reconstruction	\$2,600,000	\$2,600,000					71
CR 560	TH 65 to TH 65 (Goodland)	2.7	Bituminous Overlay	\$375,000			\$375,000			20
CSAH 81	TH 2 to TH 6 (Deer River)	0.9	Bituminous Overlay	\$250,000		\$250,000				35
CSAH 62	CSAH 63 to TH 2	2.4	Bituminous Overlay/Rehab	\$650,000		\$650,000				22
CSAH 84	City of Calumet - TH 169 to TH 169	0.2	Bituminous Rehabilitation	\$450,000		\$450,000				32
CSAH 35	TH 46 to CR 175	10.3	Bituminous Overlay & Rehab	\$2,100,000	\$2,100,000					54, 55
	Countywide	—	Pavement Striping	\$200,000	\$200,000					
TOTAL				\$8,975,000	\$5,250,000	\$1,350,000	\$575,000	\$1,800,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2023	\$2,200,000
State Aid Allotment for Year 2024	\$6,000,000
Transfer from Municipal Construction	
Engineering	\$650,000
State Aid Construction for Year 2024	\$5,250,000
State Aid Balance End of 2024	\$2,300,000

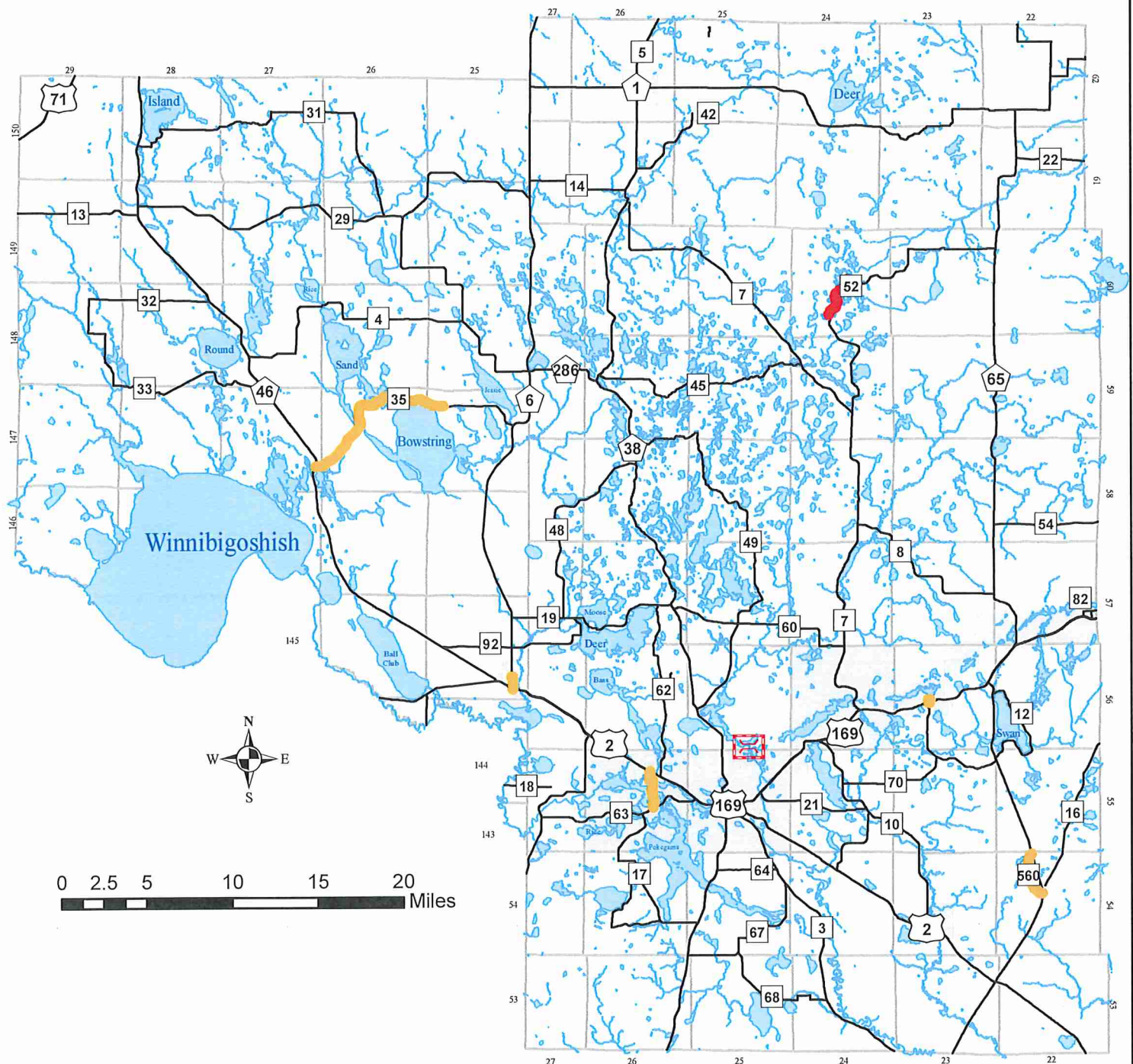
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2023	-\$400,000
County Preservation Allotment for Year 2024	\$680,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2024	\$575,000
County Preservation Balance End of 2024	\$135,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2023	\$820,000
Municipal State Aid Allotment for Year 2024	\$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2024	\$1,350,000
Municipal State Aid Balance End of 2024	\$270,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2024



ROAD NUMBER	LOCATION
CSAH 61	Bridge 31513 over Prairie River
CSAH 52	CR 340 to CR 342
CR 560	TH 65 to TH 65 (Goodland)
CSAH 81	TH 2 to TH 6 (Deer River)
CSAH 62	CSAH 63 to TH 2
CSAH 84	City of Calumet - TH 169 to TH 169
CSAH 35	TH 46 to CR 175

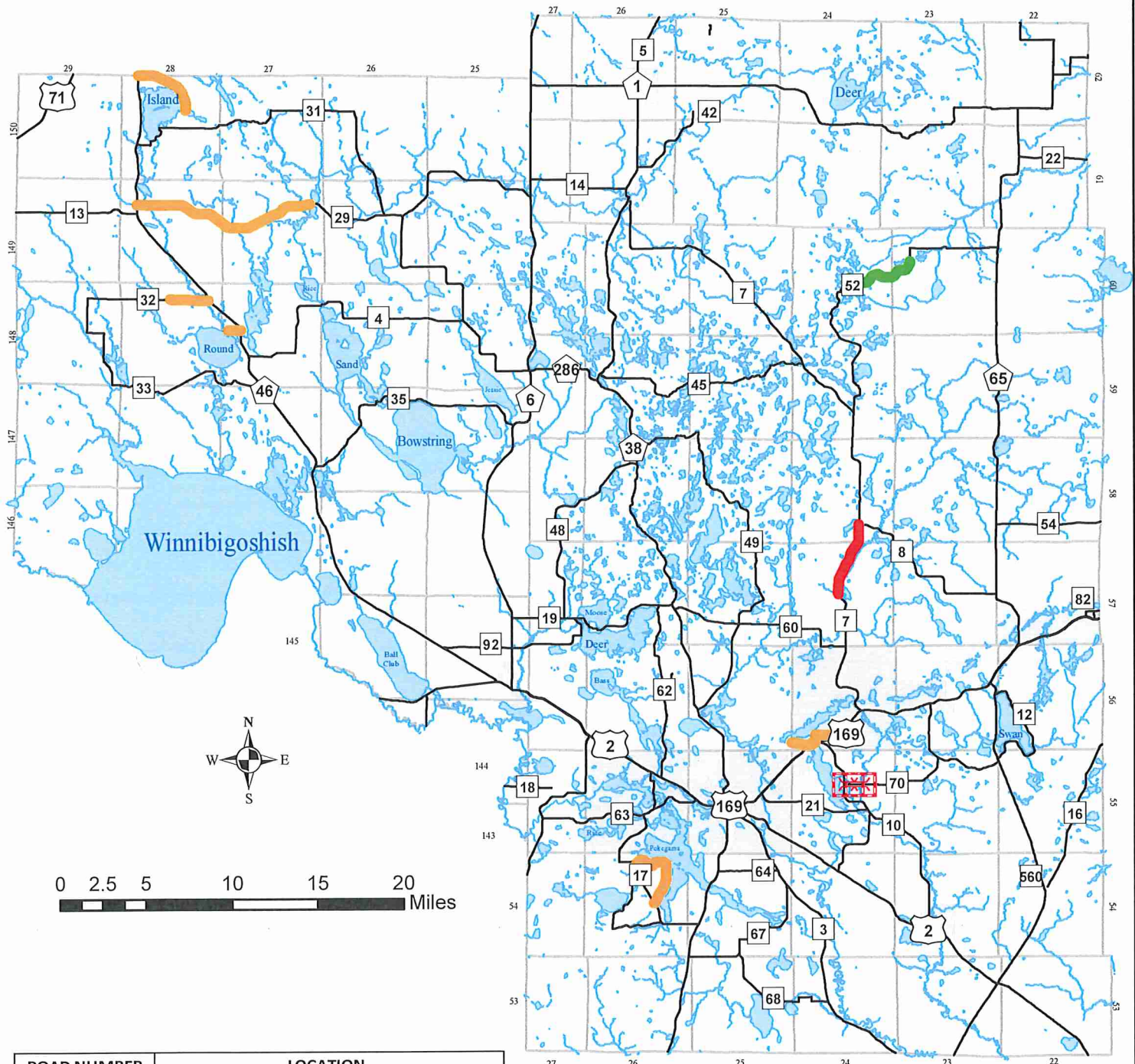
2024 Construction Projects

-  Bridge Replacement
-  Bituminous
-  Reconstruction

REVISÉ: 1/30/2024

PROJECTED STATE AID BALANCE		PROJECTED COUNTY PRESERVATION BALANCE		PROJECTED MUNICIPAL STATE AID BALANCE		
	State Aid Balance End of 2024	\$2,300,000	County Preservation Balance End of 2024	\$135,000	Municipal State Aid Balance End of 2024	\$270,000
	State Aid Allotment for Year 2025	\$6,000,000	County Preservation Allotment for Year 2025	\$680,000	Municipal State Aid Allotment for Year 2025	\$800,000
	Transfer from Municipal Construction		Wheelage Tax	\$430,000	Transfer from Mun. Const. to State Aid Const.	
	Engineering	\$500,000	County Preservation Construction for Year 2025	\$885,000	Municipal State Aid Construction for Year 2025	\$800,000
	State Aid Construction for Year 2025	\$9,200,000				
	State Aid Balance End of 2025	-\$1,400,000	County Preservation Balance End of 2025	\$360,000	Municipal State Aid Balance End of 2025	\$270,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2025



ROAD NUMBER	LOCATION
CSAH 70	Bridge 7109 over Swan River
CSAH 70	Bridge 7110 over Swan River
CSAH 7	CSAH 59 to CSAH 8
CR 149	Bridge 88201 to TH 46
CR 239	CSAH 17 to CSAH 17
CSAH 29	TH 46 to Dora Lake Bridge
CSAH 32	TH 46 to End of Pavement
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 24	TH 46 to End of Pavement
CSAH 61	Coleraine City Limits to Hwy 169
CSAH 61	5th Ave to TH 169
CSAH 61	TH 169 to 2nd Ave

2025 Construction Projects

-  Bridge Replacement
-  Reconstruction
-  Bituminous
-  Clearing

Itasca County 5-year Plan

REVISED: 1/30/2024

CONSTRUCTION PROJECTS FOR				2026						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 439	Bridge 7026 over Split Hand Creek	—	Bridge Replacement	\$700,000			\$75,000	\$625,000	Bridge Bonding	12
CSAH 68	Bridge 7027 over Split Hand Creek	—	Bridge Replacement	\$725,000	\$400,000			\$325,000	Bridge Bonding	12
CSAH 43	TH 38 to Jaynes School Road	1.2	Bituminous Overlay	\$175,000	\$175,000					68, 69
CSAH 43	Jaynes School Road to Daley Larson Road	1.1	Base & Bituminous	\$250,000	\$250,000					68, 69
CSAH 86	TH 65 to Alley East of 4th St	0.2	Bituminous Rehab & ADA	\$150,000		\$150,000				41
CSAH 75	CSAH 7 to park	1.5	Bituminous Overlay	\$200,000	\$200,000					70
CR 560	TH 65 to TH 65 West Shore	2.0	Bituminous Rehabilitation	\$625,000			\$625,000			32, 33
CSAH 79	CSAH 42 - TH 1	1.5	Bituminous Overlay	\$200,000	\$200,000					81, 92
CSAH 42	TH 38 - CSAH 79	5.2	Bituminous Overlay	\$675,000	\$675,000					80, 81, 92
CSAH 59	CSAH 49 to CSAH 7	4.5	Bituminous Overlay	\$600,000	\$600,000					38, 39
CSAH 8	TH 65 to E Crooked Lake Road	6.5	Bituminous Overlay	\$850,000	\$850,000					40
HSIP	County Wide Locations	-	Intersection Lighting	\$353,300	\$32,000			\$321,300	HSIP	
HSIP	County Wide Locations	-	Intersection Signing	\$199,080	\$18,000			\$181,080	HSIP	
CR 599	CSAH 12 to CSAH 12	0.2	Bituminous Rehab	\$50,000			\$50,000			26
CR 600	CSAH 12 to CSAH 12	0.2	Bituminous Rehab	\$50,000			\$50,000			26
	Various Roads		Routine Maintenance: Crack Sealing, Striping, Seal Coats & Pavement Patches	\$500,000	\$300,000		\$200,000			
TOTAL				\$6,302,380	\$3,700,000	\$150,000	\$1,000,000	\$1,452,380		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2025	-\$1,400,000
State Aid Allotment for Year 2026	\$6,000,000
Transfer from Municipal Construction	
Engineering	\$250,000
State Aid Construction for Year 2026	\$3,700,000
State Aid Balance End of 2026	\$650,000

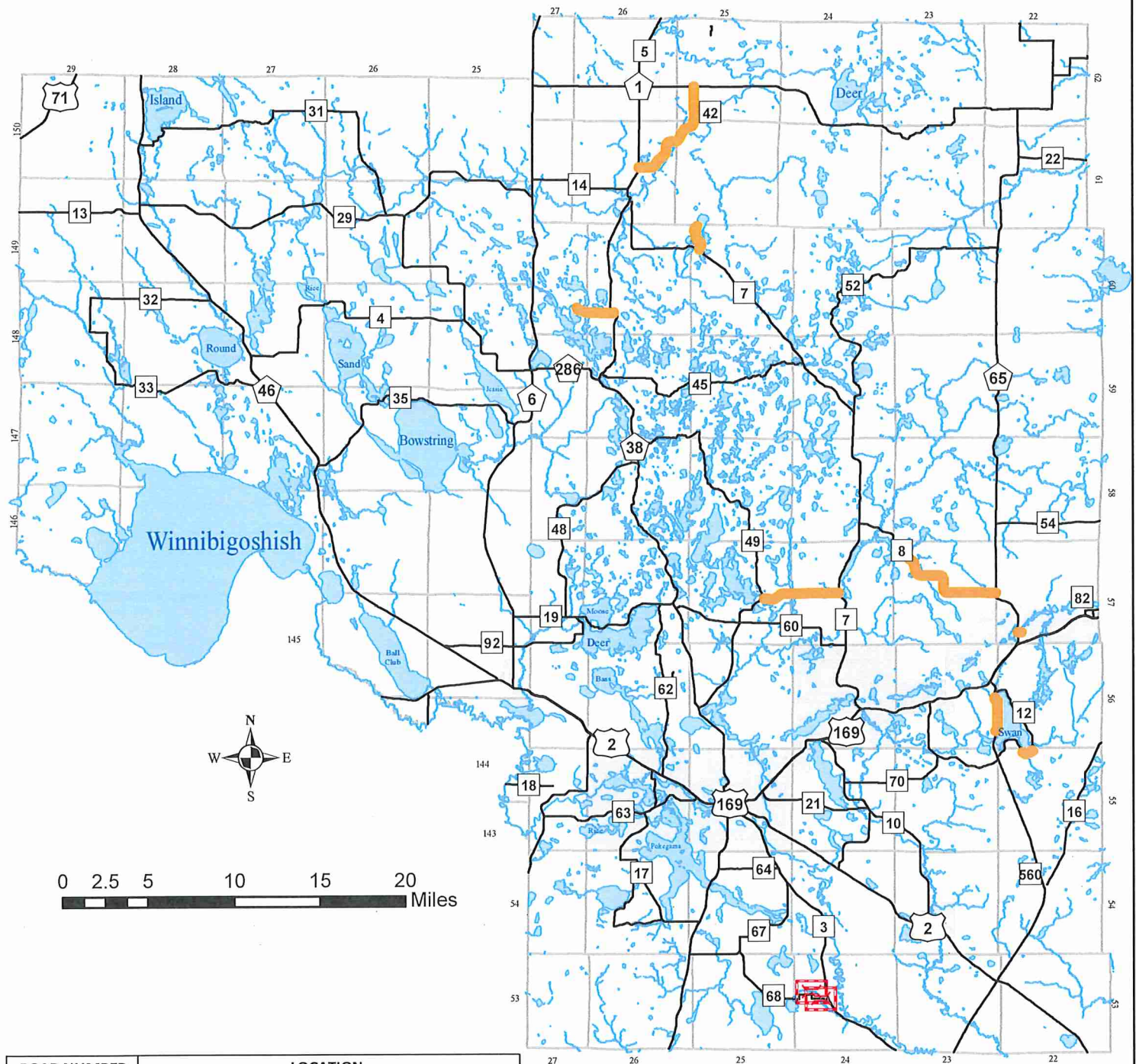
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2025	\$360,000
County Preservation Allotment for Year 2026	\$680,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2026	\$1,000,000
County Preservation Balance End of 2026	\$470,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2025	\$270,000
Municipal State Aid Allotment for Year 2026	\$900,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2026	\$150,000
Municipal State Aid Balance End of 2026	\$1,020,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2026



ROAD NUMBER	LOCATION
CR 439	Bridge 7026 over Split Hand Creek
CSAH 68	Bridge 7027 over Split Hand Creek
CSAH 43	TH 38 to Jaynes School Road
CSAH 43	Jaynes School Road to Daley Larson Road
CSAH 86	TH 65 to Alley East of 4th St
CSAH 75	CSAH 7 to park
CR 560	TH 65 to TH 65 West Shore
CSAH 79	CSAH 42 - TH 1
CSAH 42	TH 38 - CSAH 79
CSAH 59	CSAH 49 to CSAH 7
CSAH 8	TH 65 to E Crooked Lake Road
CR 509	CSAH 12 to CSAH 12
CR 600	CSAH 12 to CSAH 12

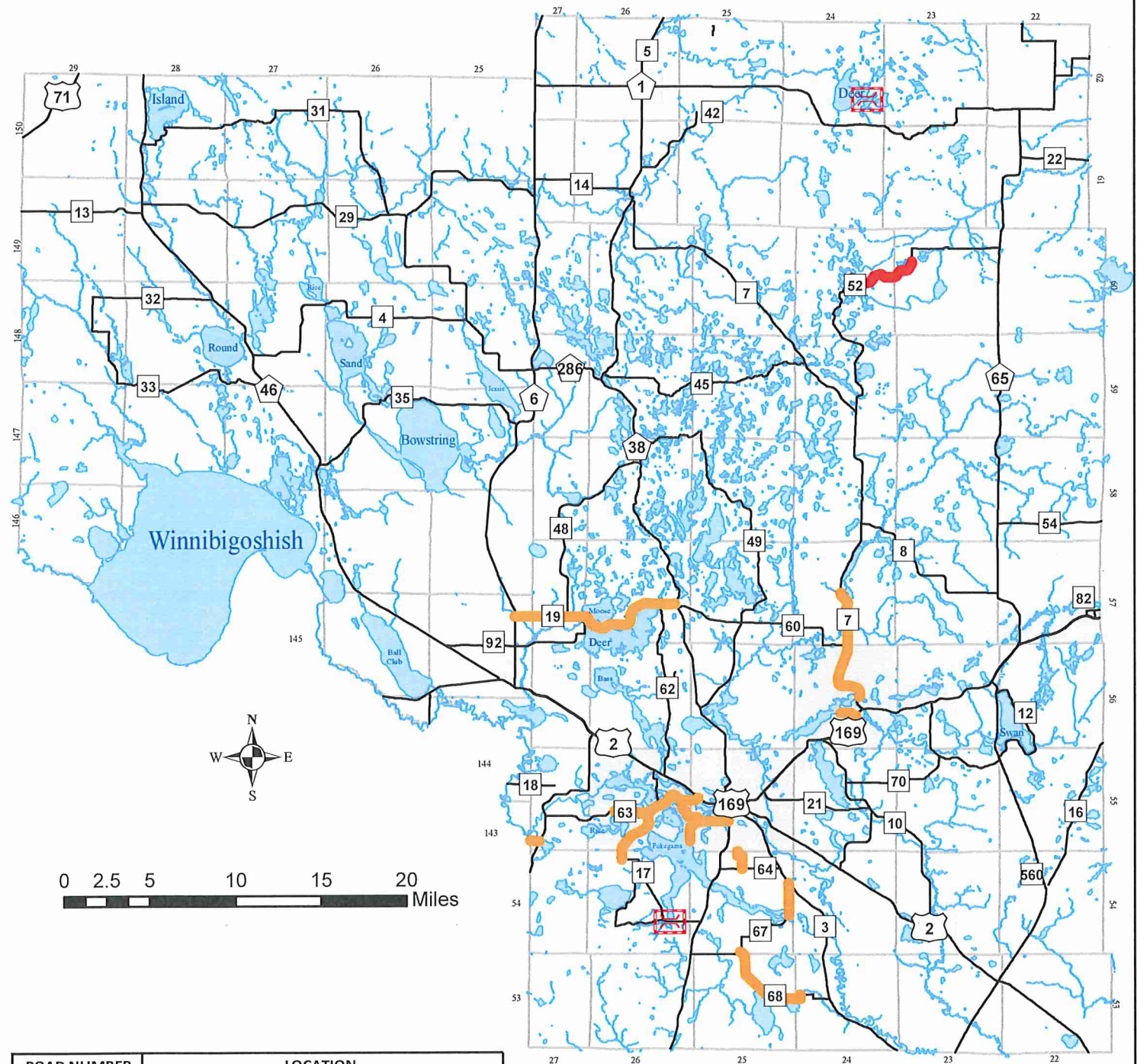
2026 Construction Projects

-  Bridge Replacement
-  Bituminous
-  Reconstruction

REVISÉ: 1/30/2024

Municipal State Aid Balance End of 2026	\$1,020,000
Municipal State Aid Allotment for Year 2027	\$900,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2027	\$400,000
Municipal State Aid Balance End of 2027	\$1,520,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2027



ROAD NUMBER	LOCATION
CR 533	Bridge No. 92970
CSAH 17	Bridge 7146
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 63	CR 257 (east) to TH 2
CSAH 7	Diamond Lake Road to CSAH 59
CSAH 67	CR 427 to CSAH 3
CSAH 68	CSAH 67 to CR 427
CSAH 28	Cass Co Line to TH 6
CSAH 23	TH 169 - Woodland Drive
CSAH 76	CSAH 23 to CSAH 63
CSAH 15	TH 169 to end
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64
CSAH 19	TH 6 to Bridge 31569

2027 Construction Projects

-  Bridge Replacement
-  Bituminous
-  Reconstruction

REVISÉ: 1/30/2024

PROJECTED MUNICIPAL STATE AID BALANCE	
Municipal State Aid Balance End of 2027	\$1,520,000
Municipal State Aid Allotment for Year 2028	\$900,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2028	\$500,000

County Preservation Balance End of 2027	\$1,180,000
County Preservation Allotment for Year 2028	\$680,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2028	\$2,050,000

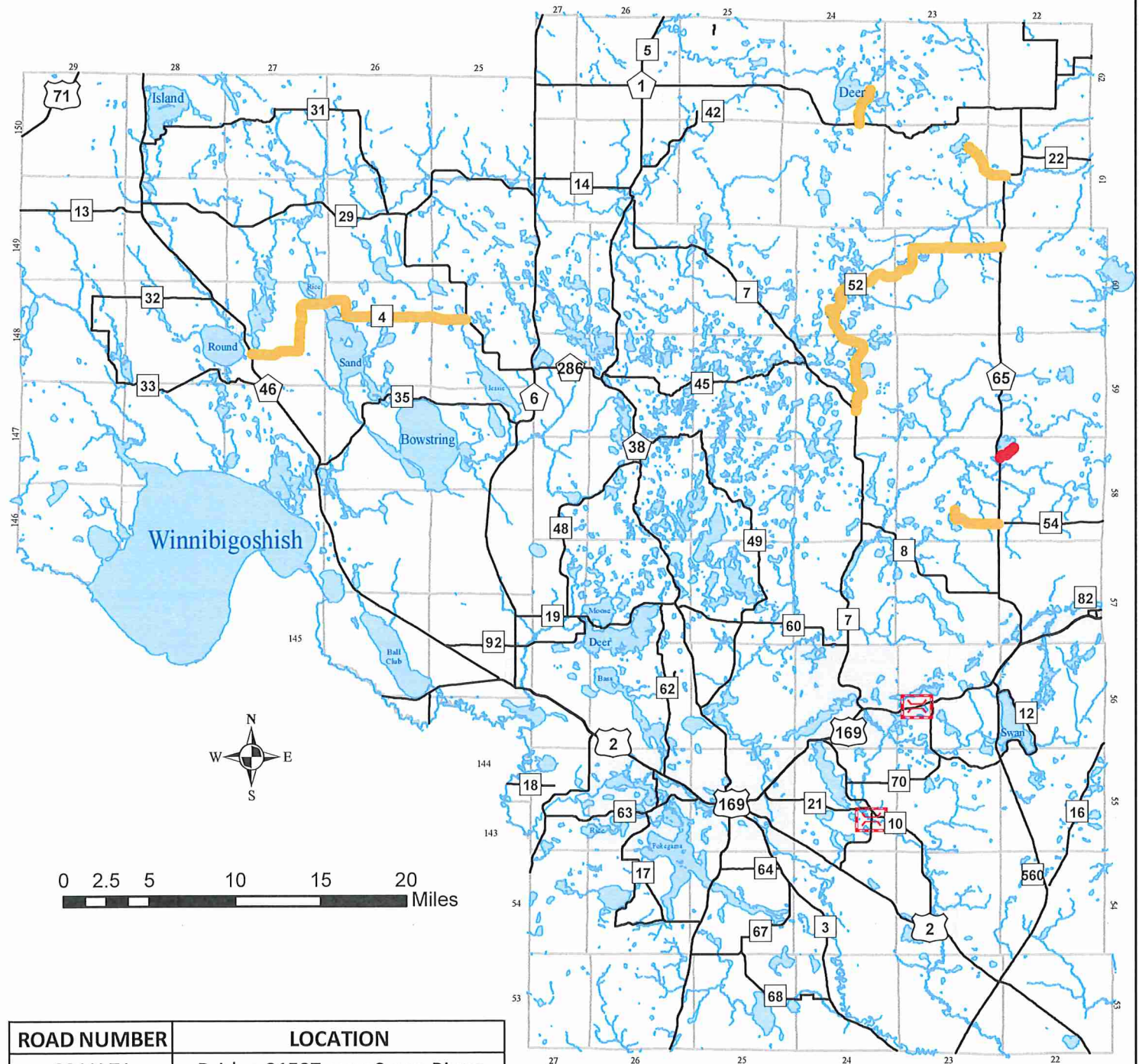
PROJECTED STATE AID BALANCE	
State Aid Balance End of 2027	\$-400,000
State Aid Allotment for Year 2028	\$6,400,000
Transfer from Municipal Construction	\$0
Engineering	\$250,000

Municipal State Aid Balance	End of 2028	\$1,920,000
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County Preservation Balance End of 2028 \$240,000

State Aid Balance	End of 2028	-\$2,225,000
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ITASCA COUNTY CONSTRUCTION PROJECTS 2028



ROAD NUMBER	LOCATION
CSAH 71	Bridge 31507 over Swan River
CSAH 80	Bridge No. 88246
CR 540	TH 65 to End
CSAH 52	CR 340 to TH 65
CSAH 52	CSAH 7 to CR 340
CSAH 4	TH 46 to CSAH 29
CR 533	TH 1 to End of Pavement
CR 340	CSAH 52 to End of Pavement
CR 551	TH 65 to End of Pavement
CR 532	TH 65 to End of Pavement

2028 Construction Projects



Bridge Replacement

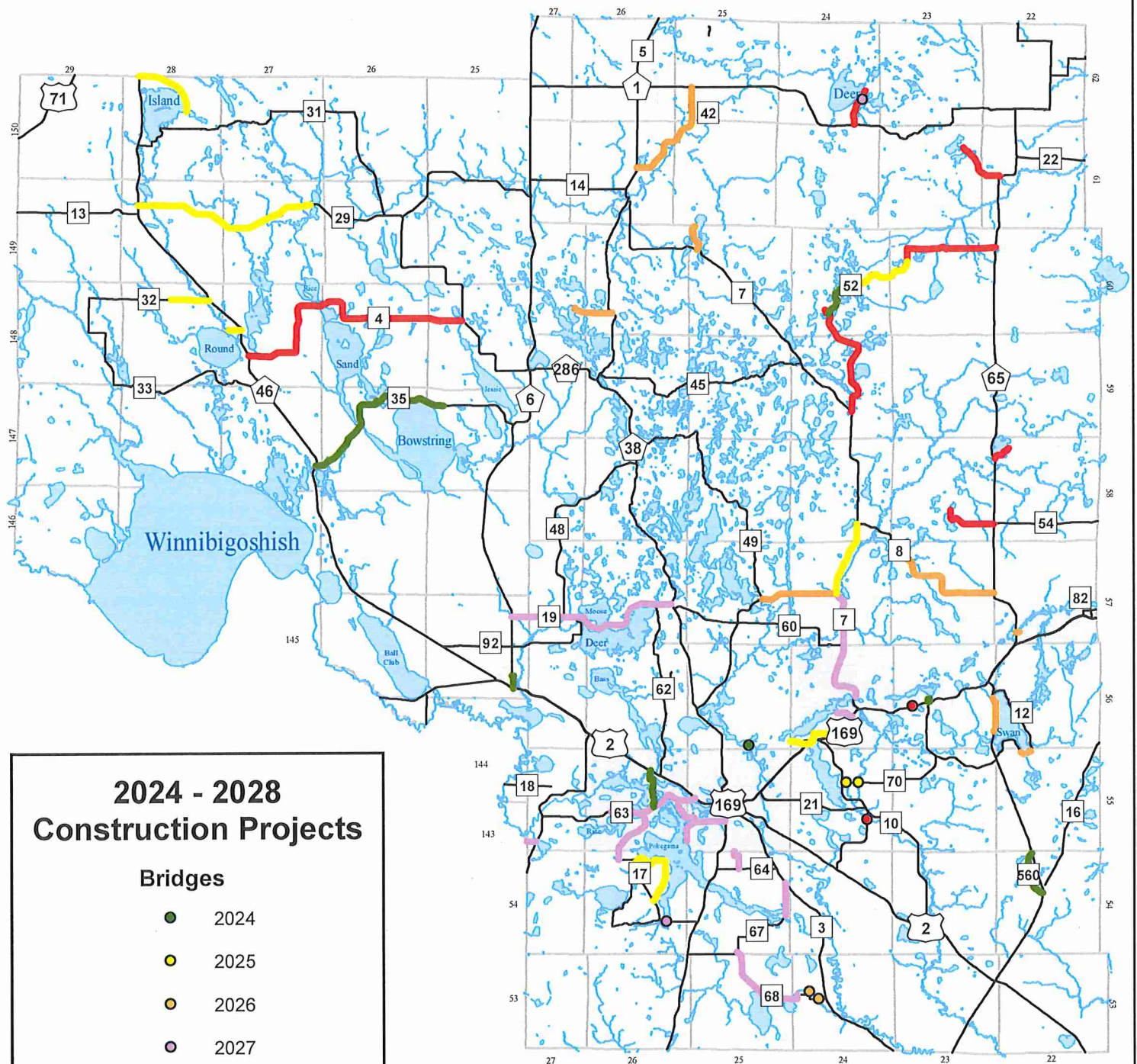


Reconstruction



Bituminous

ITASCA COUNTY CONSTRUCTION PROJECTS 2024 - 2028



2024 - 2028 Construction Projects

Bridges

- 2024
- 2025
- 2026
- 2027
- 2028

Roads

- 2024
- 2025
- 2026
- 2027
- 2028



0 2.5 5 10 15 20
Miles