

April 16, 2024

Chair:

PULL:

1. Item #5.3 – Approve Solid Waste Advisory Committee Recommendation

ADDITIONS:

1. Item #6.8 – Approve Solid Waste Advisory Committee Recommendation (previously Item #5.3)

CHANGES:

1. Item #6.7 - Corrected attachment for Comprehensive Plan for Probation in Itasca County

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 9, 2024

2:30 PM

Itasca County Boardroom

DRAFT

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: Add Items #6.18 (American Rescue Plan (ARP) Request - City of Deer River) and #6.19 (American Rescue Plan (ARP) Request - Moose Park Township), pull Items #5.5 (Heartland Behavioral Health Contract, #6.2 (Legislative Conference Call), and #6.17 (State Assessed Utilities Discussion), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, April 2, 2024 County Board Work Session.

V. CONSENT AGENDA

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

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

1. Accept the resignation of Pat Schwartz from the Personnel Board of Appeals, effective March 21, 2024.

2. Accept the resignation of Pat Schwartz from the Housing & Redevelopment Authority (HRA), effective March 21, 2024.
3. Approve 2024 Set-Up Liquor Licenses for the following establishments: Deer Lake Charlie's LLC, Dixon Lake Resort LLC, and Wilderness Wedding Barn.
4. Accept the minutes of the March 14, 2024 HHS Advisory Committee Meeting.
6. Approve contract between IMCare and Home Assessments by Dawn.
7. Approve the State Fiscal Year (SFY) 2025 Itasca County Soil & Water Conservation District (SWCD) Aquatic Invasive Species (AIS) Program Budget Proposal.
8. Approve final payment for Contract 60413 - 2023 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.
9. Approve final payment for Contract 202303 - County Road 238 bituminous project and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.
10. Authorize the Itasca County Transportation Department to acquire Highway Easement across State Lands for State Aid Project #031-652-006.
11. Authorize the Itasca County Transportation Department to acquire Highway Easement across Tax Forfeit Lands for State Aid Project #031-652-006.
12. Award bids for Propane, Diesel Fuel, and Gasoline for a one (1) year period from May 1, 2024 through April 30, 2025 to the lowest responsible bidders, as follows, and authorize the county engineer to sign the service agreement: Propane: Edwards Oil Inc. - Arbo, Balsam, Balsam (Old Garage), Deer River, Max, Nashwauk, Swan River, Togo; Diesel Fuel: Davis Oil Inc. - Arbo, Balsam, Bigfork, Cohasset, Max, Nashwauk, Togo; Diesel Fuel: Edwards Oil Inc. - Deer River, Swan River; Gasoline: Davis Oil Inc. - Balsam, Bigfork, Cohasset, Nashwauk; Gasoline: Edwards Oil Inc. - Deer River, Swan River; and Gasoline: Petroleum Traders Corporation - Courthouse.
13. Award County Project 2024-01 for Calcium Chloride and Magnesium Chloride to the lowest responsible bidder, Edwards Oil Inc dba Trimark Industrial and authorize the necessary signatures to execute the contract documents.
14. Award County Project 2024-02 for 2024 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$275,938.08 and authorize the necessary signatures to execute the contract documents.

VI. REGULAR AGENDA

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

Farewell to Jeff Bryngelson, whose last day as Deputy Sheriff/Sergeant, with the Sheriff Department will be April 27, 2024, after 28+ years of service.

Farewell to Rachelle Dethloff, whose last day as an HR Specialist, with the HR Department will be April 26, 2024, after 6+ years of service.

Farewell to Buffy Dege whose last day as an Eligibility Specialist with HHS Department will be April 12, 2024, after 1 year of service.

Welcome to new employee, Kasey Troumbly, Social Worker – HCBS, with the HHS Department which was effective April 1, 2024.

Welcome to new employee, Mariah Linder, Social Worker – HCBS, with the HHS Department which was effective April 2, 2024.

Welcome to new employee, Adam Bamberg, Social Worker, with the HHS Department which was effective April 8, 2024.

Welcome to new employee, Lori Stavnes, Social Worker, with the HHS Department which is effective April 9, 2024.

Welcome to new employee, Sarah Vosen, Legal Secretary, with the Attorney Department which was effective on March 25, 2024.

Welcome to new employee, Caulin Olson, Deputy Sheriff/Road Deputy, with the Sheriff Department, which was effective on April 1, 2024.

Welcome to new employee, Olivia O'Hern, Corrections Deputy, with the Sheriff Department, which was effective on April 8, 2024.

Welcome to new employee, Paul Twedt, Park Operations Coordinator, with the Land Department, which was effective on April 8, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of April 12, 2024, in the amount of \$825,776.72.

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

5. Adoption of a Local Housing Trust Fund Ordinance

Motion To: Adopt an Ordinance Creating the Itasca County Housing Trust Fund pursuant to MN Statute 462C.16.

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

6. Memorandum of Agreement with Itasca County Attorney Employees Association
Human Resources (HR) Director Janet Borth and County Attorney Matti Adam provided information regarding the request to approve the Memorandum of Agreement between Itasca County and Itasca County Attorney Employees Association.

RESULT:	RECOMMENDED FOR DISCUSSION/INFO	NEXT: 04/16/2024 2:30 PM
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7. TZD Update.

Public Health Educator Shane Troumbly provided a Towards Zero Death (TZD) Update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Old Balsam Garage Discussion

Highway Maintenance Director Kory Johnson provided information regarding the current uses of the buildings at the Old Balsam Garage.

It was the consensus of the County Board to direct staff to collect the Board's historical record regarding this property.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Joint Powers Leasing Agreement for Iron-Bearing Materials

Motion To: Adopt the Resolution Re: Joint Powers Leasing Agreement for Iron-Bearing Materials, which approves entering into a Joint Powers Leasing Agreement for Iron-Bearing Materials with the Commissioner of Natural Resources for leasing iron-bearing materials, and authorize necessary signatures.

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

10. 2024 Annual County Boat & Water Safety Grant Agreement

Motion To: Accept the 2024 State of Minnesota Annual County Boat and Water Safety Grant Contract Agreement between the State of Minnesota and Itasca County and authorize Board Chair John Johnson and County Administrator Brett Skyles to sign the agreement and Conflict of Interest Disclosure Form.

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

11. MagIron Update

Larry Lehtinen provided an update on MagIron activities and progress.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. American Rescue Plan (ARP) Request – Visit Grand Rapids

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$50,000, from Visit Grand Rapids to come from the remaining unallocated fund amount.

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

13. American Rescue Plan (ARP) Request – City of Calumet

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$65,000, from the City of Calumet.

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

14. American Rescue Plan (ARP) Request – Lawrence Lake Township.

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Lawrence Lake Township.

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

15. American Rescue Plan (ARP) Request – Spang Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$75,000, from Spang Township.

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

16. American Rescue Plan (ARP) Request – Harris Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$75,000, from Harris Township.

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

18. American Rescue Plan (ARP) Request – City of Deer River

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$130,000, from the City of Deer River.

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

19. American Rescue Plan (ARP) Request – Moose Park Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$11,000, from Moose Park Township.

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

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding recent allegations that he has blocked email communications, indicating that IT staff has determined that an incorrect email address was used and confirmed that he has not blocked any email communications. Commissioner Ives reported on his attendance of the recent Itasca County Township Association (ICTA) Annual Dinner, as well as a recent tour of County Road 557.

Commissioner Snyder provided comment regarding State Assessed Utilities acknowledging the letter sent by County Auditor/Treasurer Austin Rohling to address the issue with the Department of Revenue.

Commissioner Smith provided comment regarding recent communications with townships in his district regarding American Rescue Plan (ARP) funds.

Commissioner Venema reported on his attendance at a recent meeting with Governor Walz's staff to discuss Itasca County, Mesabi Metallics, Hwy 35, M.N. Technologies, and Bougalis; as well as the recent Itasca County Township Association (ICTA) Annual Dinner.

Commissioner Johnson reported on his attendance at a recent Coleraine City Council meeting, Children's Justice Initiative conference, Land Classification Committee meeting, Citizen's Academy hosted by Itasca County Sheriff's office, and DARE Fundraiser; as well as plans to attend the upcoming Minnesota United Snowmobile Association Region 2 Annual Meeting.

Commissioner Ives provided comment regarding the recent passing of previous County Auditor/Treasurer Jeff Walker and expressed condolences to his family.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:29 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
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(218) 327-2847

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FINAL

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Motion To: Approve the minutes, as delineated below.

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VIII. CLOSED SESSIONS

IX. ADJOURN

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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, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-26

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Program Agreement between the Regents of the University of Minnesota and Itasca County

BOARD ACTION REQUESTED:

Approve the Program Agreement between the Regents of the University of Minnesota and Itasca County for provision of the Minnesota Woodland Steward Program through January 31, 2025 in the amount of \$25,000 and authorize necessary signatures.

BACKGROUND:

The attached agreement is the first step to allow the University to invoice Itasca County for the work that we will provide for the Minnesota Woodland Steward: Itasca County 2024 program and Itasca County Landowner Conference. Both of these items were included and approved in the 2024 budget.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca Program Agreement 2024

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT NEXT: 04/23/2024 2:30 PM
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EXTENSION

Program Agreement

This Program Agreement along with its Exhibits and Addenda (the “Agreement”), dated as of the date of last signature (the “Effective Date”), is between the Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, through its Extension Center for Agriculture, Food and Natural Resources, Natural Resources – Forestry Team at 240 Coffey Hall, 1420 Eckles Avenue, St. Paul, MN 55108 (“**Extension**”) and Itasca County an Government, MN at 123 NE 4th Street, Grand Rapids, MN 55744 (“**Customer**”).

The Parties agree as follows:

1. **Program.** Extension shall provide Minnesota Woodland Steward: Itasca County 2024 program and Itasca County Landowner Conference. Program shall be delivered on August 2024 through November 2024 (MWS), and January 2025 (landowner conference). See Exhibit A for detailed description of program, as applicable, and responsibilities of Extension and Customer.
2. **Term and Notices.** The term of this Agreement shall commence on the Effective Date and shall expire on 1/31/2025 unless extended by mutual written agreement or terminated earlier according to Section 5. Notices shall be sent to the parties at the addresses above.
3. **Payment.** For the program described in Section 1, Customer shall pay University the program fee of twenty-five thousand and 0/100 Dollars (\$25,000). Compensation shall be paid in the following manner (check one of the following):
☐ ___% per installment on the following dates: .
☒ ___ Upon the completion of the Program
4. **Invoicing.** University shall deliver to Customer an invoice for the Program Fee, and Customer shall pay to University the Program Fee within thirty (30) days of the delivery of the invoice. Invoices shall be sent to: Brett Skyles, County Administrator, Administration, Itasca County(first and last); 123 NE 4th Street, Grand Rapids, MN 55744; Brett.Skyles@co.itasca.mn.us; and 218-327-7363.
5. **Cancellation/Termination.** Either party may cancel a specific program or terminate this Agreement by delivering to the other Party a written notice of cancellation within thirty (30) days prior to the Program. If Customer cancels for any reason less than 30 days before the Program, except for reasons beyond its reasonable control, Customer remains obligated for the full amount set forth in Section 3.
6. **Disclaimer of Warranty.** While the services will be performed in a professional manner, University makes no warranties, express or implied, concerning the goods and services provided under this program agreement, including, without limitation, implied warranties of non-infringement, of merchant ability and of fitness for a particular purpose.
7. **Liability** Each Party shall be solely liable for its and its employees, agents and contractors’ acts and omissions. In no event shall a Party be liable under this agreement for personal injury or property damages (except to the extent of the other party’s intentional acts) OR lost profits, lost business opportunity, lost data, incidental or consequential damages, of any kind. In no event shall a Party’s total liability for any and all direct damages exceed the amounts paid to University under this agreement.
8. **Indemnification.** Customer shall indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys’ fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by Customer (or any third party acting on behalf of or under authorization from Customer) of information, reports, deliverables, materials, products, or other results of University’s work to be performed or deliverables to be provided under this Agreement, or (ii) Customer’s infringement of a third party’s intellectual property rights or violation of any law, rule, or regulation in the provision of any materials to the University. In the event services are

conducted for commercial use or purpose, Customer represents that Customer has in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and Customer agrees to furnish proof of insurance upon request.

9. **Governing Law and Forum.** The laws of the state of Minnesota shall govern this Agreement. The state courts in Hennepin County, Minnesota shall have exclusive jurisdiction on a suit brought under this Agreement.
10. **Use of University Logo and Ownership of Materials.** Customer shall not permit others to use University's name, marks, or logos or state or imply University approval or endorsement of Customer without the prior written approval of an authorized representative of the University. University retains and shall hold all rights, title and interest in any works or other intellectual property prepared or generated in connection with the Program. Company may not copy or distribute materials provided during or in connection with the Program without the express written consent of University. Customer may not copy or record the Program without the express written consent of University.
11. **Non-discrimination.** Customer attests that it is in compliance with Federal, State, and University civil rights laws, statutes, and policies and that its programs, facilities, and employment are accessible to anyone without regard to race, color, creed, religion, national origin, gender, age, marital status, familial status, disability, public assistance status, membership or activity in a local commission created for the purpose of dealing with discrimination, veteran status, sexual orientation, gender identity, or gender expression.
12. **Programs with Minors.** If the Program will be open to minors who are not accompanied by a parent or legal guardian, unless otherwise stated on Exhibit A, Customer shall be responsible for providing qualified, properly trained and responsible adults to supervise minors who are attending the Program to ensure minors are safe and comply with all rules, regulations, and procedures associated with the Program and the location where the Program will be held.
13. **Electronic Execution.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one Agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.
14. **General.** This Agreement represents the final and complete agreement of the Parties on the subject matter hereof; and this Agreement cancels, supersedes and revokes all prior oral or written negotiations, representations and agreements between the Parties relating to that subject matter. An assignment or amendment to this Agreement shall be void and without legal effect unless it is in writing and duly signed by both Parties. The Parties are acting as independent contractors and independent employers under this Agreement. A Party shall not have any authority to act for or bind the other Party in any respect. __

Accepted and Agreed by the undersigned duly authorized representatives of the parties:

University:

Regents of the University of Minnesota

Signature: _____

Printed Name:

Title:

Date:

Customer:

Itasca County

Signature: _____

Printed Name:

Title:

Date:

UNIVERSITY OF MINNESOTA
EXTENSION

Program Agreement

Exhibit A

1. Extension shall provide the following:

1. Provide support to the Minnesota Woodland Steward Program

The Minnesota Woodland Steward program includes:

- Three in-person field tours held in Itasca County over the duration of the course.
- Three synchronous Zoom class sessions focused on special topics that occur online.
- 14 online content modules that are self-paced and focused on all aspects of forest stewardship.

This program is offered to private landowners and woodland stewards in and near Itasca County.

2. Plan and implement conference for landowners in and near Itasca County that offers several concurrent topical sections and opportunities to connect with Itasca County local service providers. Extension will be the primary organizer and will work with a steering committee of local partners to develop and deliver the conference.

2. Customer shall provide the following:

Facility and attendees



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-50

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Jason Johnson

AGENDA ITEM:

Next Chapter Technology Agreement - CaseWorks

BOARD ACTION REQUESTED:

Accept and authorize the County Board Chair to sign the software agreement between Next Chapter Technology Inc and Itasca County Health & Human Services to utilize the CaseWorks Software -- Financial Services Edition and the CaseWork Software -- METS/MNSure edition.

BACKGROUND:

The Financial Assistance Unit is in need of changing our current EDMS system. Our current system is fully supported by St. Louis County and St. Louis County is ending this agreement effective 12/31/2024. NCT/CaseWorks has been identified as the best solution to support our work going forward.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. NCT Agreement_Itasca County FSEMSE 03.28.2024
2. Itasca County_NCT_CaseWorks Overview_January 12 2024

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
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SOFTWARE LICENSE AGREEMENT
for
CASEWORKS FINANCIAL SERVICES EDITION & METS/MNSURE EDITION

The below, Software Licenses Agreement (“Agreement”) is entered into this 1st day of May, 2024 by and between Next Chapter Technology, Inc. (“NCT” or “Company”), with its principal place of business at 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344 and Itasca County on behalf of Itasca County Health & Human Services (County), with its principal place of business at 1209 SE 2nd Avenue, Grand Rapids, MN 55744.

Whereas, the County Board of Commissioners authorized the purchase of an Electronic Document Management System to be implemented within the Financial Assistance Division of the County Health & Human Services Department; and,

Whereas, NCT has developed certain software containing the functionality required to support the County Financial Assistance Division of the County Health & Human Services Department Electronic Document Management needs; and

Whereas, NCT has agreed to provide services and features to County; and

Whereas, County desire to receive a license from NCT to utilize the CaseWorks Software – Financial Services Edition and the CaseWorks Software – METS/MNSure Edition, (hereinafter collectively “Software”) and NCT is willing to grant County a limited, non-exclusive, non-assignable, non-transferable license, under the terms and conditions provided herein, to so utilize the Software; and

Whereas, the County and NCT desire to enter into a contractual relationship for the above purpose,

NOW THEREFORE, the County and NCT agree as follows:

ARTICLE I
THE CONTRACT DOCUMENTS

The agreement documents consist of this agreement, NCT’s Statement of Work (Exhibit One), the County Insurance Requirements (Exhibit Two), the Project Schedule (Exhibit Three), the Software Support Agreement (Exhibit Four), the Purchase Agreement (Exhibit Five), and the Vendor Technology Usage Agreement (Exhibit Six). These form the Agreement, and all are as fully a part of the Agreement as if repeated herein.

ARTICLE II
THE PRODUCTS AND SERVICES

NCT shall provide the products and perform all of the services required by this Agreement and those Documents as listed in Article 1.

ARTICLE III
TIME AND COMMENCEMENT

The Installation Work to be performed under this Agreement, except for updates and on-going support, shall commence on or around May 1, 2024 and must be completed by October 31, 2024 unless the parties agree otherwise due to extraordinary circumstances. County acknowledges that NCT depends upon County acquisition of hardware and third-party software as well as access, cooperation and assistance by County personnel. County delay or failure to perform its obligations or provide hardware, third party software or other cooperation or assistance in a timely manner will extend project schedule and NCT’s timing of performance.

NCT agrees that it has reviewed the scope of the work and has sufficient staff to fully implement all aspects of this Agreement.

ARTICLE IV
GRANT OF LICENSE TO USE NEXT CHAPTER TECHNOLOGY SOFTWARE

Upon and subject to receipt of payment by County of the applicable initial license fee, implementations fees set out in Article VI, as well as the applicable annual support fee as set out in Exhibit 4, NCT hereby grants to County, a limited, non-exclusive, non-assignable, non-transferable right and license to use and install the Software in object code and in run-time format, pursuant to the terms, fees, limitations and conditions set forth herein. The Software is being licensed, not sold, to County by NCT for use only under the terms of this License, and NCT reserves all rights not expressly granted to County.

ARTICLE V
LICENSES PURCHASED

By this agreement, County is purchasing Edition Licenses and Primary System End User Client Licenses as set forth in Exhibit Five for access and use by the Financial Assistance Division.

ARTICLE VI
AGREEMENT AMOUNT AND TERMS OF PAYMENT

A. Amount

The County shall pay NCT for the delivery of product (Software Licenses), the performance of the work (Services), expenses (Travel), and first year support services (Software Support). The amount for Products and Services are unchanging, or fixed, unless an agreed upon change order has been completed. These amounts are subject to additions by Change Order as described in this agreement. Travel will be invoiced at actual cost. In addition, the County agrees to pay software support fees according to the terms of the Software Support Agreement (Exhibit Four), which is incorporated herein and made part of this agreement. The amounts are follows:

Financial Services and METS/MNsure Editions

Category	Cost
Product Licenses (Supporting detail on Exhibit 5)	144,500
Implementation Services (Supporting detail on Exhibit 1)	50,243
NCT Migration Services (Supporting detail on Exhibit 1)	5,000
Travel (Estimated)	NA
Total	199,743

B. Terms of Payment NCT shall submit billing invoices to the County as follows:

Category	Terms
Software Licenses	• 50% May 1, 2024 and receipt of invoice. • 25% upon completion of Business Process Reviews and preparation of Business Process Documents • 25% upon completion of Go Live and Go Live Support

Category	Terms
Implementation Services	• 50% May 1, 2024 and receipt of invoice. • 25% upon completion of Phase 1 Business Process Reviews and preparation of Business Process Documents. • 25% upon completion of Phase 1 Go-Live and Go Live Support

Category	Terms
Migration Services	• 50% upon Phase 1 Go-Live • 50% upon Phase 1 migration completion

No additional payment above the amount specified at the beginning of this section will be paid without an approved Change Order.

C. Deliverable Acceptance

At specified milestones throughout the project, NCT will deliver completed work products to the County for review and approval. This process is formally called Deliverable Acceptance. The acceptance process allows the County thirty (30) working days to formally review all work products to ensure that they meet the deliverables outlined in the Statement of Work and any changes that were formally approved through the Change Order process. NCT will strive to obtain constant feedback from the County during the project so that deliverable acceptance is a simple formality. However, in the event that a deliverable fails to meet the requirements in the Statement of Work and approved changes, the County Representative shall sign and date, and complete the "Deliverable Non-Acceptance" section of the Work Acceptance Form, in the Statement of Work. The County Representative shall also provide a reason for rejection, which will serve as a basis for discussion of the deliverable between the NCT and the County Authorized Representative. NCT will act expediently to correct all in-scope problems found with the deliverable, and will estimate any out-of-scope changes according to the change procedures established for the project.

D. Change Orders

Without invalidating this Agreement, County may request changes in the work. Price and time will be adjusted accordingly. All such changes in the work shall be in writing, signed by NCT and the County Authorized Representative, and attached to the Agreement. NCT must not provide significant work that is not specified in this agreement without first obtaining a signed change order. County's Representative authorized to submit and approve change orders is identified in Section XIV C.

E. Costs Not Provided For

No claim for services or supplies furnished by NCT, not specifically provided for in this Contract, will be honored by the County.

F. Intent

Excluding hardware and third party software, NCT shall provide all of the products and services set forth hereunder for the compensation set forth above. NCT agrees that it has made a careful examination of the product and services to be provided hereunder and that the price set forth herein is adequate compensation for the product and services to be provided under the terms of this Agreement, subject to any authorized Change Order.

ARTICLE VII **SOFTWARE USE**

A. Limitations on Use

Each Edition level license granted by this License Agreement entitles County to utilize the Software on a single CPU or Multi-core Server (Physical or Virtual). Software is licensed for one production database and unlimited training databases, unless otherwise specified. Each Primary System User Level License granted by this License Agreement entitles County to utilize the Software on a user level. At any instance, the number of active users cannot exceed the number of user licenses purchased for the respective software item. Unless specifically authorized by NCT in a separate agreement, the County shall not

- i. use the Software for any purpose other than for the County's Financial Assistance Division functions assigned by County by the relevant governmental authorities;
- ii. allow anyone other than the County's employees and agents to have physical access to the Software;

- iii. make any copies of the Software unless granted in writing by NCT, apart from the limited right provided in Article IX;
- iv. make any modifications, enhancements, adaptations, or translations to or any of the Software except for those resulting from License interactions with the Software associated with normal use (e.g. inputted data or Software-permitted configuration selections).
- v. make full or partial copies of any documentation or other similar printed or machine-readable matter provided with the Software in order to derive the source code form of the Software;
- vi. export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations; or
- vii. sell, rent, lease, lend, transfer or sublicense the NCT Software to any other party unless specifically authorized by NCT.

The breach of any of these terms by County shall, without limitation as to other terms hereof, be deemed a material breach of this License Agreement and shall entitle NCT, among its other remedies, to terminate the License.

B. Permitted Uses and Restrictions on Software

County's right to use the Software is subject to its adherence to the terms of this License Agreement. County is only granted those rights expressly set forth in this License Agreement. NCT expressly reserves all other rights. NCT warrants that it will not knowingly install any Self Help Code or any Unauthorized Code as defined below. "Self Help Code" means any back door, time bomb, drop dead device, or any other software routine designed to disable the software automatically with the passage of time or under the positive control of a person other than the licensee of the Software. "Unauthorized Code" means any virus, Trojan Horse, worm or other software routine or equipment designed to permit unauthorized access to disable, erase or otherwise harm software, equipment or data or to perform any other similar action.

Software is a "commercial item", as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire NCT's **Scanning Software** with only those rights set forth herein.

C. Limited Right to Copy Software

County may make a reasonable number of copies of the Software for backup purposes only. A backup copy must include all copyright or other proprietary notices contained on the original. County shall not otherwise copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Software.

D. No Modification to Software

County shall not modify, or attempt to modify, the Software including database structures in any manner, nor shall it merge, associate or combine, or attempt to merge, associate or combine the Software with or into any third-party software without the express written consent of NCT.

E. Support

County acknowledges the Software is meant to be supported software. Support shall be provided pursuant to the terms and conditions set forth in the Software Support Agreement ("Support Services") between NCT and County. Support Services shall continue to be provided based on the term of the Software Support Agreement, at the rate and pursuant to the terms and conditions of the then-current Software Support Agreement.

F. Updates

Updates are only available to County if they have an executed Software Support Agreement in good standing at the time the update is released. If County does not have an executed Software Support Agreement in good standing at the time the update is released, the County shall not be entitled to receive

the update and NCT shall not be obligated to sell the update to County. The release of any new version of the Software within one year of purchase of any other version of the Software by County is to be considered an "update" and shall be provided as part of the Software Support Agreement, to County under the terms applicable to provision of such updates.

G. Proprietary and Confidential Information

County acknowledges and agrees that, without affecting the scope of all licenses granted herein, the Software and associated documentation, including any and all copies hereof, in whole or in part, are and shall remain the sole and exclusive property of NCT. The County further acknowledge and agree that the Software, including, but not limited to, all code, data file structures, the specific design, structure and logic of individual programs of Software, their interactions with other portions of the Software, both internal and external, the programming techniques employed therein and other trade secrets, are the proprietary and confidential information of NCT. To the extent permitted by law, and consistent with the Minnesota Data Practices Act, Chapter 13, the County agrees to take all reasonable precautions, including those that may be reasonably requested by NCT, to protect its proprietary and confidential information. Unless otherwise agreed, in advance and in writing, in the event that County or any employee or agent of County, suggests any improvements and modifications to the Software, County acknowledges and agrees that, whether such improvements and/or modifications are implemented by NCT in whole or part, it assigns all right, title and interest, including copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NCT without payment or compensation of any kind.

H. Nondisclosure

County recognizes and acknowledges the special value and the importance in protecting proprietary and confidential information. To the extent permitted by law and consistent with the Minnesota Data Practices Act, Chapter 13, all proprietary and confidential Information, the disclosure of which might give an advantage to any third party, including competitors of NCT, that has been or may be furnished or disclosed to County, shall be kept confidential and used only for the purposes described in this Agreement. Unless otherwise required by applicable law, County, its employees and agents agree, not to provide, disclose or otherwise make available the proprietary and confidential information of NCT in any form to any third party. In addition, NCT acknowledges that the records and data of County must remain confidential and agrees that, unless otherwise required by applicable law, NCT, its employees and agents shall use commercially reasonable means to prevent the disclosure of such records or data or any portion thereof without the express written consent of County.

To the extent applicable, NCT agrees to implement and comply with applicable provisions of the Health Insurance and Portability and Accountability Act of 1996 (HIPAA, public law 104-191). In performing its obligations under this contract, to the extent applicable, NCT agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law. Parties intend all data (including protected health information) will be kept within County's technical environment.

ARTICLE VIII
SECURITY

NCT agrees to:

- i. ensure that any of its staff, who provide services under this Agreement, in so far as such work is performed on the County's premises, observes the County's reasonable security procedures and internal rules as communicated to NCT by the County;
- ii. adhere to all County's remote access and security requirements communicated to NCT by the County. NCT is required to ensure that all of its employees and/or agents abide by the County's remote access and security requirements; and
- iii. take commercially reasonable measures to ensure that no virus, malware, or unapproved/unauthorized code is coded into or introduced into the Software or the electronic files provided by NCT to the County.

ARTICLE IX

WARRANTY

NCT warrants that the Software will perform as to all substantial operating features, as specified in its User Manual and based upon the specifications of the then-current release of the Software for 30 days from acceptance of original installation. This warranty shall immediately become null and void in its entirety in the event that County fails to maintain or to use the Software in accordance with the applicable terms of use, or to notify NCT promptly in the event of any suspected defects or malfunctions and/or Errors (as defined in the Software Support Agreement). NCT's sole obligation, and County's sole and exclusive remedy for breach of the warranty set forth in this section, shall be, at NCT's election, for NCT to remedy such breach in a manner consistent with NCT's regular business practices or for NCT to refund a pro rata amount of fees for the defective Software. NCT does not warrant that the operation of the Software will be uninterrupted or error-free. For 30 days from acceptance of original installation and during periods of time when the Software Support Agreement is in effect, NCT will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the NCT Software with functionally equivalent software, or provide a work-around or patch for the portion of the NCT software containing the Errors, hereinafter "Error Corrections". Error Corrections will be made in a manner as identified in section 3(a) of the Software Support Agreement. Error Corrections will be deemed part of the NCT Software licensed under the Software License Agreement, and shall be provided subject to the terms and conditions contained in such Software License Agreement. NCT does not warrant any hardware, third party software (including without limitation MS-SharePoint), updates/releases or support services. Updates/releases and support services are provided "As Is".

Except for the express limited warranties provided in this Article X and to the full extent permitted by law, NCT disclaims all other warranties and conditions, whether express, implied, or statutory, including warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, performance, accuracy, reliability, security and noninfringement. NCT also makes no warranty regarding (i) non-interruption of use, (ii) freedom from bugs, (iii) the availability and/or functionality of third party products, services, API's, and/or integrations that are made available by any third party, and/or (iv) that any product or service will meet the County's requirements. Any statements or representations about the program and its functionality in any communication with the County constitute technical information and not an express representation, warranty or guarantee. Other than the express warranties contained herein and statutory warranties and remedies that cannot be disclaimed or waived under applicable law, the Software is provided as-is and with all faults. This disclaimer of warranty constitutes an essential part of this Agreement.

ARTICLE X

INDEPENDENT CONTRACTOR

NCT is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the County and NCT or NCT agents, servants or employees. NCT shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services. NCT acknowledges and agrees that NCT, NCT agents, servants and employees, are not entitled to receive any of the benefits received by County's employees and is not eligible for workers' or unemployment compensation benefits. NCT also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due NCT and that it is NCT's sole obligation to comply with applicable provisions of all Federal and State tax laws.

ARTICLE XI

SUBCONTRACTORS

NCT shall not employ any subcontractor to perform any services in the scope of this Agreement, unless said subcontractor is approved in writing by the County. Any such subcontractor shall be paid by NCT.

ARTICLE XII

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INDEMNIFICATION AND INSURANCE

A. Indemnification

- i. Intellectual Property Infringement Indemnification. NCT shall defend, indemnify and hold harmless the County, its directors, officers, employees, affiliates and agents (each a "County Indemnified Party") at NCT's expense from and against any suit, claim, action or proceeding brought against County by a third party that is not a party to this Agreement or an affiliate of a party to this Agreement ("Third Party Claim") alleging that the Software as provided by NCT infringes upon a United States or Canadian patent, copyright, trademark or trade secret of that third party, subject to the procedures set forth in subsection (iii) (Procedure) of this Article XII. For the avoidance of doubt, under the foregoing indemnity NCT will, where applicable, pay any damages and costs awarded against County by final judgment of a court, or the amount of any agreed settlement regarding any such Claim. NCT shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should County's use of the alleged infringing Software be enjoined, or in the event that NCT desires to minimize its potential liability hereunder, NCT will, at its option and expense, (a) substitute non-infringing Software with functionality which is substantially similar to that of the allegedly infringing Service; (b) modify the infringing Service so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for County the right to continue use of such Service. If, in NCT's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, NCT will terminate this Agreement respect to the allegedly infringing Service(s) and refund to County on a pro-rated basis, any pre-paid fees for the allegedly infringing Service(s). NCT shall have no obligation to defend and indemnify any IP Claim to the extent the claim alleges: (i) any combination by County of equipment, processes, content or software with NCT's Software, if such claim would have been avoided but for such combination; (ii) modification of the Service(s) by a party other than NCT, if such claim would not have occurred but for such modification; or (iii) County's failure to use updated or modified product which is provided by NCT at no cost to County to avoid or cure such claim, after notice by NCT to County of the availability of such updated or modified product. The foregoing states the entire liability and obligations of NCT and County's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.
- ii. General Indemnity. Each of County and NCT, at their own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their respective directors, officers, employees, and agents (each, an "Indemnitee") from and against any Third Party Claims (including reasonable attorney's fees and expenses arising therefrom) ("Losses") relating to or incurred in connection with any arising out of or related to the indemnifying party's actual or alleged: (a) breach of its obligations under this Agreement; or (b) its Gross Negligence. "Gross Negligence" means a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.
- iii. Procedure. In the event a party seeks indemnity under this Article XII (Indemnification), as the case may be (the "Indemnified Party"), the Indemnified Party will give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. (The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under this Article XIII, except to the extent, if any, that the Indemnifying Party is materially prejudiced by such failure or delay.) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's sole cost and expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action, in which case the Indemnifying Party will not have the right

to direct the defense of the action on behalf of the Indemnified Party unless it is able to engage counsel who is not subject to so conflicted); or (c) the Indemnifying Party has not in fact retained counsel to assume the defense of the action within a reasonable period of time following receipt of the notice given pursuant to this paragraph (iii), in each of which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. The Indemnifying Party shall have the right to settle any such claim without the consent of the Indemnified Party only so long as such settlement does not admit to any wrongdoing by any Indemnified Party, does not impose any liability or obligation (whether financial or otherwise) on any Indemnified Party and fully releases all Indemnified Parties from liability in connection with such claim. The Indemnifying Party will not be liable for any settlement of an action effected without written consent of its duly authorized representative (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

B. Limitation of Liability

NCT's entire liability for all claims or damages arising out of or related to this Agreement and the Software, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, 2 times the aggregate the amount paid or payable to NCT under this Agreement during the twelve month period preceding the event giving rise to the claim. In no event will NCT be liable for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if NCT or its agent has been advised of the possibility of such damages in advance. These limitations shall apply despite the failure of the essential purpose of any remedy.

The foregoing limitations of liability allocate the risks between NCT and the County and form a material basis of the bargain between the parties. NCT's pricing reflects this allocation of risk and the limitation of liability specified herein.

C. Insurance

NCT at its own expense shall procure and maintain policies of insurance as set forth in Exhibit Two.

ARTICLE XIII

GENERAL TERMS AND CONDITIONS

A. Data Privacy

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder. NCT agrees to abide by all applicable state and federal statutes, rules and regulation covering data privacy under which County is obligated, including but not limited to HIPAA, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration and shall not release any such data in a manner which would be prohibited to the County.

B. Disputes-Good Faith Negotiations

It is the expressed desire of all parties that a good faith effort be made to resolve all disputes prior to the resort to legal proceedings. Accordingly, it is agreed that any dispute arising under this License Agreement, including without limitation, any dispute regarding the operating of the CaseWorks, or payments due hereunder, shall be expressed to the other party in a writing which describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth in the Notices provision hereof. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may initiate proceedings. The foregoing provision shall not limit the ability of a party to seek injunctive relief.

C. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named

persons and addresses unless otherwise stated in this agreement or in a modification of this Agreement.

Next Chapter Technology, Inc.:

Cathy Wassenaar, CEO
7700 Equitable Drive, Suite 200,
Eden Prairie, MN 55344

County:

Eric Villeneuve, Director of HHS
1209 SE 2nd Ave
Grand Rapids, MN 55744

D. Assignment of Interest

This Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted Assignees. This Agreement and the License granted herein shall not be assigned or transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, NCT may assign this Agreement to an affiliate or successor in connection with reorganization, merger, consolidation, acquisition, or other restructuring, whether via asset sale, by sale of stock or otherwise.

E. Audit

The County or any of its duly authorized representatives shall have access to any books, documents, papers and records of NCT which are directly pertinent to the performance of this Agreement for the purpose of making audit, examination, excerpts and transactions to verify compliance with this Agreement. In the event County are not under a Support Agreement with NCT at any time, NCT or any of its duly authorized representatives shall have the right to audit County's systems, controls, equipment and records of County to verify use of the Software and associated documentation is in compliance with the terms of this Agreement. Any unauthorized copies of usage of the Software will be infringement and a material breach of this Agreement.

Upon written request, County will provide signed, written assurance that the use of the Software and associated documentation is in compliance with the terms of this Agreement. For purposes of clarification, NCT will not be given access to specific data, specific databases or other confidential information of any third party. This provision survives termination of this Agreement.

F. Compliance with Laws

The parties shall abide by applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this agreement.

During the performance of this agreement, NCT agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin be excluded from full employment rights or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Specifically, NCT agrees:

- i. That, in the hiring of common or skilled labor for the performance of work under this Agreement or any subcontract, no contractor, material supplier, or vendor shall by reason of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin 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.
- ii. That no contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of such person or persons identified in clause i., or on being hired, prevent or conspire to prevent the persons or persons from the performance of work under any contract on account of race, color, religion, age, sex, disability, marital status, status with regard

to public assistance, criminal record, familial status, sexual orientation, creed or national origin.

- iii. That a violation of clause i. or ii. is a misdemeanor; and
- iv. This Agreement may be cancelled or terminated by the County and all money due or to become due may be forfeited for a second or any subsequent violation of this Agreement.

G. Severability

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

H. Binding Effect

This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns.

I. Modifications

The County and NCT hereby acknowledge that they have read this Agreement and affirmatively state and represent that they understand its contents. Further, that the above constitutes the entire Agreement by and between the County and NCT and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and NCT.

J. Applicable Law and Venue

This Agreement will be governed by the laws of the State of Minnesota, excluding its conflict of laws rule. The operation of the United Nations Convention on Contracts for the International Sale of Goods will not apply. Venue for all proceedings related to this Agreement shall be in St. Louis County, Minnesota.

K. Appropriations

If the County fails to appropriate funding for this Agreement, the County may immediately terminate the Agreement with written notice. Any services provided prior to notice shall be reimbursed including the value of any Software updates.

L. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Client, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.

ARTICLE XIV
TERMINATION

Either Party may terminate this Agreement anytime by providing thirty (30) days written notice to the other party of the intent to terminate. In such event, all finished and unfinished documents, data, studies and reports prepared by NCT under this Agreement, at the option of the County, become its property, and NCT shall be entitled to receive compensation for satisfactory work completed on such documents as well as amounts due NCT for software licenses, software support and other services approved in writing by County up to effective date termination.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement on the date(s) indicated below.
The signatures listed below authorize the engagement of Next Chapter Technology, Inc.

Itasca County Approval

Authorized County Representative (Signature)

(Print Name and Title)

Street Address

City, State, Zip

Date

Next Chapter Technology, Inc. Approval

Authorized NCT Representative (Signature)

(Print Name and Title)

7700 Equitable Drive, Suite 200

Eden Prairie, MN 55344

Date



Exhibit One

CASEWORKS - FINANCIAL SERVICES EDITION

CASEWORKS – METS/MNSURE EDITION

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

FOR

ITASCA COUNTY HEALTH & HUMAN SERVICES

STATEMENT OF WORK

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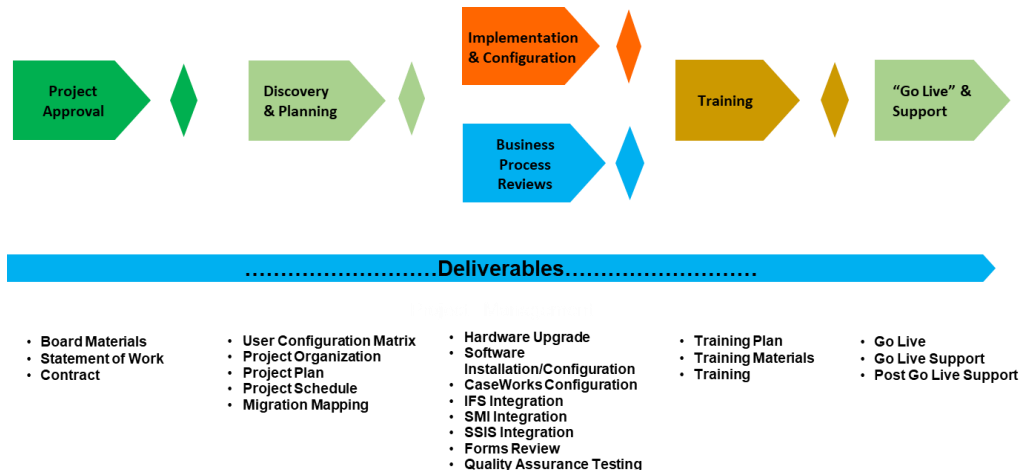
Document Overview

The objective of this document is to record project goals, in scope and out of scope activities, roles and responsibilities, and assumptions for implementing the Caseworks Software Financial Services Edition and METS/MNsure Edition solutions within Itasca County Health & Human Services Departments, specifically the Financial Assistance Division.

Project Overview

The County is seeking to implement an Electronic Document Management System (EDMS) solution for their Financial Assistance Division. The Caseworks Software integrates back office data from the County's case management System of Record with SharePoint collaboration technologies – combining them with the County's business processes to create a productivity solution that transforms the way the aforementioned units complete their work.

The overall Project Process is summarized below:



Project Goals

Goal 1: Implement an Electronic Document Management System that supports today's Programs and Services, is flexible to support future changes in State and Federal programs; and facilitates productivity gains in order to handle (some, not all) increases in case growth in the County's Financial Assistance Division.

Goal 2: Implement an Electronic Document Management System which serves as a catalyst to streamline business process, improves the sharing and the security of the electronic document across all locations, and improve compliance within the County's Financial Assistance Division

Goal 3: Provide an Electronic Document Management System which will significantly reduce manual processing of paper (copying, handling, searching, and filing) by capturing the paper at the point of initial contact with the document; and by providing the capability to route, store, and retrieve the electronic documents after capture.

Goal 4: Provide an Electronic Document Management System which greatly improves the Worker's efficiency and effectiveness in the handling of their tasks; ultimately resulting in improved Customer Service.

Goal 5: Provide an intuitive, easy to use, and "friendly" Electronic Document Management System which greatly improves the employee experience resulting in improved employee morale and retention.

Goal 6: Provide application software and hardware which leverages the investment in the County's technology platforms standards.

Project Assumptions

- Project will be implemented in 1 phase.
- Phase 1 implementation will include the Financial Services Edition and METS/MNsure Edition.
- Maxis is the Case Management System and the System of Record for Income Maintenance
- METS is the Case Management System and the System of Record for MNsure
- Off-site workers are fully supported, both during implementation and after Go Live
- All Status Meetings, Process & Forms Reviews, Training, Support will be accomplished virtually
- CaseWorks is hosted by Kandiyohi for all editions
- CaseWorks EDMS project deliverables include:
 - Implementation of 2 CaseWorks Editions; FSE and MSE
- Document Management Solution that supports:
 - Maxis Case Documents
 - METS/MNsure Documents
 - Child Care Assistance Documents
 - Business Process Review and Documentation
 - Forms Review
 - Scanning Solution
 - Electronic Forms Management Solution
 - Activity and Appointments Management Solution
- A Quality Assurance Team will be identified to assist in Discovery, Process Reviews, and QA Reviews (FSE, MSE)
- A "Hybrid" Model will be implemented (support for Team and Individual Case Management models)
- County business process will change to align with the application software features and workflows
- Workflows based on other MN County EDMS implementations
- Scanning accomplished in Client Meeting Rooms, Scan Stations, and at the Front Desk
- Existing documents for Phase 1 will be migrated out of legacy system into CaseWorks. The County will engage an experienced vendor for the migration data extract. NCT will migrate documents and data as prepared by the County's vendor into CaseWorks.
- Counties will utilize the "local" forms already in CaseWorks, as much as possible
- Network infrastructure in place to support EDMS (e.g., Bandwidth, Connectivity, User Security, etc.)

Project Deliverables

- When completed, the County Health & Human Services will have two fully implemented and supported CaseWorks Editions operational in their Health & Human Services Department. They include CaseWorks – Financial Services Edition; and CaseWorks – METS/MNsure Edition;.

- The CaseWorks EDMS project deliverables include:
 - Implementation of 2 CaseWorks Editions; Financial Services (FSE), MNsure/METS (MSE).
 - Deploy and configure CaseWorks - Financial Services Edition and CaseWorks - METS/MNsure Edition, to be accessed and used by applicable County staff.
 - Document Management Solution that supports:
 - Maxis Case Documents
 - Child Care Assistance Documents
 - MNsure Case Documents
 - Provider Files
 - SSIS Case Documents
 - SSIS Media Files (video, audio, photo)
 - Business Process Review and Business Process Document
 - Forms Review
 - Scanning Solution (CaseWorks Scanning)
 - Capture Solution (Print2CaseWorks)
 - Electronic Auto-filled Forms Management Solution
 - eSignature Functionality (Transaction Costs not included)
 - Activity and Appointments Management Solution
 - Privileged Case Management
 - Automated Document Retention Process
 - Copy/Transfer Documents between Units
 - Implementation Team
 - Virtual End User Training
 - Virtual Go Live Support
 - Virtual Refresher Training
 - A fully supported set of CaseWorks EDMS solutions. The ongoing support include:
 - Help Desk Support (Tickets and/or Phone Calls)
 - Break/Fix Support
 - Feature Enhancements
 - Forms Maintenance

In Scope Activities

Activity	Description
Project Management	• Create and maintain project plan, including tracking timeline and task completion • Coordinate resources and activities • Review and manage NCT Professional Services budget • Facilitate the Weekly Status Meeting with Project Team to provide updates on next step tasks, current topics, scheduling, and overall project status.
Business Process Review	• Facilitate the Review of the current manual process • Document the new process representing the business processes after Caseworks Software Go Live
System Install and Configuration	• Install and Configure Caseworks Software Editions (FSE and MSE) – Insertion of existing state and local forms – Implementation of the forms management solution – Setting up the users and DocBoxes – Establishing the workflow activities within the system – Initiating the document management capabilities – Integrating the scanning solution – Initiating the Web Services with the State systems – Setting up email integration – Implement Activity Management Solution • Support any uniqueness uncovered during Discovery • Add any unique Forms uncovered during Discovery
Solution Deployment	• Conduct Quality Assurance Review – Provide a QA Review for the Quality Assurance Team to ensure that CaseWorks is functioning as expected, based on Discovery and Planning – Resolve issues (within project scope) identified during the QA Review
Training	• Training – Provide Training Materials – Conduct Virtual End User Training • Provide virtual training to Read-only users • Provide virtual ongoing training during go live week
Documentation	• End user documentation • Administrator documentation
Migration - Load	• Load data & document extract from legacy system. (NOTE: NCT does NOT prepare the data & document extract)

Out of Scope Activities

Activity	Description
Migration - Data Extract	Work outlined in this SOW does not include data extract from existing or legacy systems,
3 rd Party integrations	Integration efforts with solutions <i>other than SMI</i> are considered out of scope.
Other Divisions and Departments	Activities related to the implementation of Caseworks Software – FSE and MSE, other than the County’s Financial Assistance Division is considered out of scope.

Roles and Responsibilities

Common roles and responsibilities are defined so every resource will understand what is expected of them on this project. Upon joining the project, a resource will be assigned one or more of the following roles. Resources that have been assigned multiple roles are expected to meet all the responsibilities for those roles.

NCT Engagement Manager (Dani Gorman)

The Engagement Manager provides high-level oversight and guidance to the Project Team to ensure that the project meets overall schedule and cost objectives.

NCT Project Manager (Dani Gorman, Xou Le Vang, or Megan Otto)

The Overall Project Manager is the individual responsible for the project implementation and will manage the day-to-day activities of the project for Itasca County, as well as for NCT activities.

County Project Manager (TBD)

The Project Manager will assist in the management of internal tasks and resources to ensure the successful implementation of the Caseworks Software - Financial Services Edition and METS/MNsure Edition solutions.

NCT Technical Architect/Lead (Clayton Ostler)

The NCT Technical Architect is the individual responsible for the design, configuration, and installation of the Caseworks Software - Financial Services Edition and METS/MNsure Edition solutions at the client site.

Project Sponsor (Jason Johnson)

The Project Sponsor provides high-level oversight and guidance for the project to ensure that the project solution meets overall schedule and cost objectives.

Quality Assurance Team (TBD)

The Quality Assurance team provides ongoing business expertise and insight on business processes, including input/feedback on current business processes. For the purpose of this project, this group is referred to as the Quality Assurance Team.

Information Technology Subject Matter Experts – Hardware/OS, Desktop, LAN Admin (TBD)

Information Technology Subject Matter Experts/Resources provide initial and ongoing technical expertise. They will provide technical insight and serve as the liaison between NCT and County IT resources.

Insurance Requirements:

Next Chapter Technology (NCT) shall not commence work under the Contract until it has obtained at its own cost and expense all insurance requirements herein. All insurance coverage is subject to approval of County and shall be maintained by NCT until final completion of the work.

A. **Comprehensive General Liability:**

a. Coverage shall have minimum limits of:

- i. \$3,000,000 Aggregate
- ii. \$3,000,000 Products and Completed Operations Aggregate
- iii. \$1,500,000 Personal Injury and Advertising Injury
- iv. \$1,500,000 Each Occurrence
- v. \$ 100,000 Fire Damage Limit
- vi. \$ 5,000 Medical Expenses

b. The policy should be written on an occurrence basis, not a claims-made basis

B. **Commercial Auto Liability:** Coverage shall have minimum limits of \$1,500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage.C. **Liability:** This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.D. **Professional Liability:** Coverage shall have minimum limits of:

- a. \$2,000,000 per Wrongful Act or Occurrence
- b. \$4,000,000 Annual Aggregate

E. **Workers' Compensation and Employer's Liability Coverage:**

a. Workers' Compensation limits are to be statutory per applicable state and federal laws

b. Employer's Liability Coverage - Minimum Limits of:

- i. Bodily Injury by Accident: \$500,000 each accident
- ii. Bodily Injury by Disease: \$500,000 each employee
- iii. Bodily Injury by Disease: \$500,000 policy limit

F. **Special Requirements:** County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Commercial Auto Liability Policies.G. **Other Requirements:** Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII

Current, valid insurance policies meeting the requirements herein identified shall be filed with County before NCT commences a project and maintained during the named project's duration. A person authorized by the insurer to bind coverage should sign the Certificate. Renewal Certificates shall be sent to County within thirty (30) days prior to any expiration date. There shall also be a thirty (60) days notification to County in the event of cancellation or modification of any stipulated insurance coverage.

It shall be the responsibility of NCT to insure that any and all subcontracts comply with the same insurance requirements that NCT is required to meet.

Proposed Schedule

Phase I CaseWorks FSE/MSE

Exhibit Three

Task No.	Task	Resources	Start Date	End Date	Comment
1	Pre-planning - Kick-off Meeting	Both	5/20/2024	5/24/2024	Coordinate project schedule; kickoff planning
2	Technical Review	Both	5/20/2024	5/24/2024	
3	Server Hardware & OS Software Review & Setup	Both	5/20/2024	6/14/2024	
4	Project Management/Weekly Status Meetings	NCT	5/27/2024	10/11/2024	
5	All Team - Kick-off Meeting	Both	6/3/2024	6/7/2024	Communicate project plan; key dates; sneak peak demo of
6	User Matrix	Both	6/3/2024	6/21/2024	
7	Forms Review	Both	6/10/2024	6/14/2024	
8	Request SMI User Credentials	County	6/10/2024	6/21/2024	Includes Maxis and/or Prism
9	Request PRISM one time download	County	6/10/2024	6/14/2024	
10	Establish data connections & FSE/MSE Daily Downloads	NCT	6/10/2024	6/21/2024	
11	Data Integration	NCT	6/21/2024	6/28/2024	
12	Migration Mapping	Both	6/24/2024	7/19/2024	
13	Application Software Set-up & Configuration	NCT	6/21/2024	7/5/2024	
14	Workstation Setup (Users)	County	7/1/2024	7/19/2024	
15	Business Process Reviews and Documentation	Both	6/24/2024	8/9/2024	
16	Identify & Review AutoSend Copy List	County	7/8/2024	7/19/2024	
17	Create Local Forms	NCT	8/5/2024	9/13/2024	
18	Application Software Configuration	NCT	8/12/2024	8/23/2024	
19	Quality Assurance Review - Internal	NCT	8/19/2024	8/23/2024	
20	End User Access Sessions	Both	8/26/2024	8/30/2024	
21	Request 2nd PRISM download	County	8/12/2024	8/16/2024	
22	Quality Assurance Review - External	Both	9/2/2024	9/6/2024	Utilize Quality Assurance Team; Offices closed 9/2
23	End User Training	NCT	9/16/2024	9/20/2024	Multiple session offerings; total 1.5 days training for all users
24	Go Live	Both	9/23/2024	9/23/2024	
25	Post Go Live Support	NCT	9/23/2024	9/27/2024	
26	Migration	NCT	9/23/2024	12/1/2024	

This Software Support Agreement ("Agreement") is entered by and between Next Chapter Technology, Inc. ("NCT" or "Company"), a Minnesota corporation, with its principal place of business at 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344 and Itasca County Health and Human Services (County), with its principal place of business at 1209 SE 2nd Avenue, Grand Rapids, MN 55744.

Whereas, NCT and County have entered into a Software License Agreement, which sets forth the terms and conditions under which the County is licensing the NCT Caseworks Software – Financial Services Edition and METS/MNsure Edition, ("Software");

Whereas, the County acknowledges the Software is meant to be supported software and desires to obtain Software Support services described herein in connection with its use of the CaseWorks Software, and

Whereas, NCT desires to provide those software Support Services;

NOW THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

Definitions: As used in this Agreement, the following terms shall have the following meanings:

- a. "Documentation" shall mean the written or electronic materials provided with CaseWorks Software, provided by NCT.
- b. "CaseWorks Software (Financial Services Edition or METS/MNsure Edition)" or "CaseWorks Software" or "Software" shall mean the components of the NCT Software as described in the Software License Agreement.
- c. "Term" shall have the meaning set forth in Section 1 below.
- d. "Designated Representatives" shall mean the County employee(s) who is trained and continues to keep updated with the ongoing product details of the CaseWorks Software.
- e. "Error" shall mean material failure of the CaseWorks Software to conform substantially to its functional specifications described in its user documentation which failure is repeatable, reproducible and caused by the CaseWorks Software.

All other terms used herein shall be as defined in the Software License Agreement.

1. **Term and Price.** This Agreement shall begin on the date the Software License Agreement is signed by the County for an initial term ending on December 31, 2028. The term of this Agreement shall automatically renew for successive one (1) year renewal terms on January 1 of subsequent years unless either party delivers written notice to the other at least 60 days prior to the end of the then-current term of its intent not to renew. Invoicing for such renewal terms shall occur approximately 60 days prior to the date Software Support services begin and payment will be due on January 15th. NCT will provide pricing to county 6 months prior to contract renewal. In the event that the County terminates its Software Support services, and the County thereafter wish to reinstate those Software Support services (and NCT agrees to such reinstatement), in addition to the then-existing rate for Software Support services, NCT may require the County to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate. All amounts due for Software Support services, including any Reinstatement Fees, are due in advance, in full, and prior to the provision of any Software Support services. The amounts due from the County will be in accordance with the schedule listed below.

Support Year	FSE/MSE	Total Annual Support
Sept- Dec 2024	8,963	8,963
Jan - Dec 2025	45,518	45,518
Jan - Dec 2026	47,793	47,793
Jan - Dec 2027	50,183	50,183
Jan - Dec 2028	52,692	52,692

2. County Responsibilities. The County will be responsible for the following:
 - a. Installing any updates to user workstations required for CaseWorks Software including but not limited to Print2CaseWorks, PDF viewer settings, scan drivers, etc.
 - b. Keeping its software, hardware and network in proper working order.
 - c. Maintaining trained designated representatives with a working knowledge of the County software programs and system hardware;
 - d. Promptly notifying NCT of Errors, and upon request, providing to NCT written documentation with respect to any such Errors; and
 - e. In order to maintain its right to obtain Software Support services, including remote troubleshooting and other diagnostic and repair functions, the County must provide NCT with access (via the secured Internet) to servers running the NCT CaseWorks Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Software Support Agreement. The County will communicate with NCT with respect to Software Support services only through its Designated Representative.

3. Services Provided. NCT will provide Software Support services as set forth in this Agreement. All Software Support services shall be provided on a remote basis unless specific arrangements are made for on-site support as described in Section 4(d) herein below. The County's right and ability to receive Software Support services is based on NCT's ability to access the NCT CaseWorks Software and the servers on which it runs, via a secure Internet connection.
 - a. Telephone Support. Telephone assistance for the NCT Software will be available Monday through Friday (except County holidays as identified on the County website) between the hours of 8:00 a.m. and 5:00 p.m., Central Time. Requests for support outside normal support hours may be made by requesting that support on the NCT support number, or by sending an email to NCT. NCT will use commercially reasonable efforts to respond to requests for Software Support services outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice mail or email. After hour support for non-critical issues is provided for an additional cost calculated at NCT's then-current hourly rate (presently \$150 per hour).
 - b. Error Corrections. NCT will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the NCT CaseWorks Software with functionally equivalent software, or provide a work-around or patch for the portion of the NCT CaseWorks Software containing or causing the Errors, hereinafter "Error Corrections". Error Corrections will be made in the manner provided for in 3(a) above. Error Corrections will be deemed part of the NCT Software licensed under Software License Agreement, and shall be provided subject to the terms and conditions contained in such Software License Agreement.
 - c. Updates. From time to time during the term of the Software Support Agreement, NCT may provide the County with enhancements to or fixes of the existing version of the NCT Software and related Documentation (hereinafter "Updates"), which are released by NCT as part of the NCT support program. Any such Updates will be provided at no additional charge to the County who are then-receiving continuous Software Support services at time the Update is released and are not in default hereunder or under the Software License Agreement. All Updates will be

deemed part of the NCT Software licensed under the Software License Agreement, and shall be provided subject to the terms and conditions contained in such Software License Agreement. Nothing herein shall be construed as requiring NCT to provide enhancements or versions or updates that are generally not made available free of charge to all other clients of NCT.

- d. Online Support Options. Online support documentation is available on a 24 hours-a-day, 7 days-a-week basis. The information available online will, at NCT's option, include, timesaving technical tips, online support, a download library of Updates, and Documentation associated with the NCT Software.
- e. Response Levels. NCT will respond to service related incidents and/or requests for Support Services relating to Errors submitted by the County within the following timeframes:
 - i. 0-8 business hours (during business hours for issues classified as Severity 1 priority.
 - ii. Within 16 business hours (2 working days) for issues classified as Severity 2 priority.
 - iii. Within 40 business hours (5 working days) for issues classified as Severity 3 priority.

4. Severity Definitions & Resolution Times.

- a. Severity 1: Due to Errors, CaseWorks is completely unavailable for all critical business units, or greater than 75 percent of all production users. Only a production incident can be classified this severely. NCT will use commercially reasonable efforts to resolve Severity 1 issues within 8 business hours. If a Severity 1 Error will take longer than 8 business hours to correct, County shall be notified of the proposed Error Correction and Error Correction completion time within 8 business hours.
- b. Severity 2: Due to Errors, the supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. A critical module is unavailable or over 50 percent of all end users are experiencing the same symptoms. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a Production incident can be classified this severely. NCT will use commercially reasonable efforts to resolve Severity 2 issues within 16 business hours. If a Severity 2 Error takes longer than 16 business hours to correct, County shall be notified of the proposed Error Correction and Error Correction completion time within 16 business hours.
- c. Severity 3: Due to Errors, CaseWorks is experiencing minor to moderate issues. Single user issues can be escalated to this severity if it is preventing a critical business function at the County. A Severity 1 or 2 issues could be downgraded to this severity if a temporary work-around is available. NCT will use commercially reasonable efforts to resolve Severity 3 issues within 40 business hours.

5. Limitations. Software Support services shall not apply to the following:

- a. New NCT Software. Any product or module which is designated by NCT as a new product, will not be included in Software Support services. Where NCT makes a new product available, the County may obtain such product from NCT pursuant to its regular purchasing practices. Upon purchasing the new product, the County already obtaining Software Support services may extend those Software Support services to the new product by paying an additional mutually agreed upon fee, at the then-current fees, for such new product Software Support services. All additional Software Support services will be provided pursuant to the terms hereof.
- b. Obsolete NCT Software. A version of a NCT Software will be deemed obsolete one hundred twenty (120) days following receipt by the County of a new update superseding the prior version of the NCT Software. NCT will not support obsolete versions of the NCT Software provided, however, that if installation of the new version requires the County to pay a new license purchase price, the County may choose not to purchase the new version and shall receive support through the end of the current support agreement period. In no event, however, shall NCT be required to support an obsolete version of the NCT Software for more than twelve (12) months from the date of release of an Update superseding the prior version of the NCT Software.
- c. Misuse. NCT will not provide Software Support services with respect to problems with the NCT Software or other product which results from any negligent conduct or misuse by the County, its

employees or agents, or any other third party or for any reason beyond NCT's control, including without limitation,

- i. damage caused by accidents, abuse, neglect, relocation or other movement;
- ii. services which are performed by other than by NCT;
- iii. a failure to maintain proper environmental conditions, including malfunction or modification of the County's systems or failure of the County to maintain the required configuration environment (i.e., memory disk capacity, operating system revision level, prerequisite items) specified in the Documentation or to supply adequate backups; or
- iv. a failure to use the NCT Software in accordance with the applicable Documentation.

In addition to the specific examples identified above "misuse" shall also include any use of the product in violation of the requirements of the Software License Agreement.

- d. On Site Support. All Software Support services will be provided remotely via an online connection. Software Support services, including all diagnostic and remedial assistance at the County facilities or other remote locations is not included within the Software Support services provided hereunder. Such diagnostic and remedial assistance at the County facilities or other remote locations may be obtained by the County by purchasing separate consulting services from NCT at NCT's then-existing rates, plus expenses.
 - e. Network. The County shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Software.
 - f. Reporting. The County shall keep an accurate event log showing the incident of trouble, the action taken by the County personnel with respect to the incident, as well as report of trouble by the County to NCT. Upon request by NCT, the County shall provide a report to NCT relating to the foregoing. NCT shall keep an accurate event log showing the incident of trouble, the action taken by NCT's personnel with respect to the incident, as well as a report by NCT to the County.
 - g. No Expansion of Software Support Services. No action by NCT in the performance of Software Support services shall be deemed to expand the scope of Software Support services as defined herein.
 - h. Exclusions. Software Support Services shall not include (a) support of accessories, alterations, and attachments, other devices or peripheral equipment (including without cabling not furnished by NCT), and (b) electrical work external to the Software in this Software Support Agreement.
6. Disputes; Good Faith Negotiation. It is the expressed desire of both parties that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising out of the terms of this Software Support Agreement shall be made in writing, describing each dispute in detail and include documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth in the Notices provision hereof. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief .
7. Events of Default. The following acts of commission or omission shall constitute an event of default hereunder and shall allow the non-defaulting Party to terminate this Software Support Agreement, where the default is not cured after 45 days (or for non-payment of funds due, 10 business days) of written notice following completion of required Dispute Resolution as described in paragraph 5, above.
- a. any breach of the Software License Agreement;
 - b. any unlawful, unauthorized or fraudulent use of the NCT Software or the third party software;
 - c. any failure by the County to make payment in full under this Support Agreement when due;

- d. any import of the County data into (or export of data from) the Software using any means not specifically provided for in the applicable Documentation or otherwise specifically authorized in writing by NCT; or
- e. a breach of any other term hereof.

This Agreement shall terminate automatically upon the termination of the Software License Agreement. Payment of Software Support services is non-refundable.

8. Indemnification.

- a. Intellectual Property Infringement Indemnification. NCT shall defend, indemnify and hold harmless the County, its directors, officers, employees, affiliates and agents (each a "County Indemnified Party") at NCT's expense from and against any suit, claim, action or proceeding brought against County by a third party that is not a party to this Agreement or an affiliate of a party to this Agreement ("Third Party Claim") alleging that the Software as provided by NCT infringes upon a United States or Canadian patent, copyright, trademark or trade secret of that third party, subject to the procedures set forth in subsection (c) (Procedure) of this Section 7. For the avoidance of doubt, under the foregoing indemnity NCT will, where applicable, pay any damages and costs awarded against County by final judgment of a court, or the amount of any agreed settlement regarding any such Claim. NCT shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should County's use of the alleged infringing Software be enjoined, or in the event that NCT desires to minimize its potential liability hereunder, NCT will, at its option and expense, (a) substitute non-infringing Software with functionality which is substantially similar to that of the allegedly infringing Service; (b) modify the infringing Service so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for County the right to continue use of such Service. If, in NCT's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, NCT will terminate this Agreement respect to the allegedly infringing Service(s) and refund to County on a pro-rated basis, any pre-paid fees for the allegedly infringing Service(s). NCT shall have no obligation to defend and indemnify any IP Claim to the extent the claim alleges: (i) any combination by County of equipment, processes, content or software with NCT's Software, if such claim would have been avoided but for such combination; (ii) modification of the Service(s) by a party other than NCT, if such claim would not have occurred but for such modification; or (iii) County's failure to use updated or modified product which is provided by NCT at no cost to County to avoid or cure such claim, after notice by NCT to County of the availability of such updated or modified product. The foregoing states the entire liability and obligations of NCT and County's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.
- b. General Indemnity. Each of County and NCT, at their own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their respective directors, officers, employees, and agents (each, an "Indemnitee") from and against any Third Party Claims (including reasonable attorney's fees and expenses arising therefrom) ("Losses") relating to or incurred in connection with any arising out of or related to the indemnifying party's actual or alleged: (a) breach of its obligations under this Agreement; or (b) its Gross Negligence. "Gross Negligence" means a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.
- c. Procedure. In the event a party seeks indemnity under (Indemnification), as the case may be (the "Indemnified Party"), the Indemnified Party will give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. (The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under this Section 7, except to the extent, if any, that the Indemnifying Party is materially prejudiced by such failure or delay.) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's sole cost and

expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action, in which case the Indemnifying Party will not have the right to direct the defense of the action on behalf of the Indemnified Party unless it is able to engage counsel who is not subject to so conflicted); or (c) the Indemnifying Party has not in fact retained counsel to assume the defense of the action within a reasonable period of time following receipt of the notice given pursuant to this paragraph (iii), in each of which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. The Indemnifying Party shall have the right to settle any such claim without the consent of the Indemnified Party only so long as such settlement does not admit to any wrongdoing by any Indemnified Party, does not impose any liability or obligation (whether financial or otherwise) on any Indemnified Party and fully releases the all Indemnified Parties from liability in connection with such claim. The Indemnifying Party will not be liable for any settlement of an action effected without written consent of its duly authorized representative (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

9. **Disclaimer of Warranties.** Except as specified herein, NCT hereby disclaims all other representations, warranties, conditions and covenants with respect to Software Support services provided in association with the CaseWorks Software, whether express, implied, or statutory, including warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, performance, accuracy, reliability, security and noninfringement. NCT also makes no warranty regarding (i) non-interruption of use, (ii) freedom from bugs, (iii) the availability and/or functionality of third party products, services, API's, and/or integrations that are made available by any third party, and/or (iv) that any product or service will meet the County's requirements. This warranty shall immediately become null and void in its entirety in the event that Licensee fails to maintain or to use the Software in accordance with the applicable terms of use, or to notify NCT promptly in the event of any suspected defects or malfunctions and/or errors. NCT's sole obligation, and Licensee's sole and exclusive remedy for breach of the warranty set forth in this section, shall be, at NCT's election, for NCT to remedy such breach in a manner consistent with NCT's regular business practices or for NCT to refund a pro rata amount of fees for the defective Software or services. NCT does not warrant that the operation of the Software will be uninterrupted or error-free or that all deficiencies, errors, defects or nonconformities will be corrected. NCT does not warrant any hardware, third party software (including without limitation MS-SharePoint), updates/releases or Software Support services. Updates/releases and Software Support Services are provided 'as is.' This disclaimer of warranty constitutes an essential part of this Agreement.
10. **Limitation of Liability.** NCT's entire liability for all claims or damages arising out of or related to this Agreement and the Software, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate 2 times the amount paid or payable to NCT under this Agreement during the twelve month period preceding the event giving rise to the claim. In no event will NCT be liable for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if NCT or its agent has been advised of the possibility of such damages in advance. These limitations shall apply despite the failure of the essential purpose of any remedy.

The foregoing limitations of liability allocate the risks between NCT and the County and form a material basis of the bargain between the parties. NCT's pricing reflects this allocation of risk and the limitation of liability specified herein.

11. No Partnership or Agency Relationship. The relationship between NCT and the County shall not be that of partners or agents of one another or considered a joint venture, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.
12. No Third Party Beneficiary. The provisions of this Agreement are for the benefit only of the parties hereto, and it is not the intention nor shall any third party be allowed to enforce or benefit from any of the provisions hereof.
13. Successors and Assigns. This Support Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted Assignees. This Support Agreement and the License granted herein shall not be assigned or transferred by either party without the prior written consent of the other party, except however NCT may assign this Agreement to an affiliate or successor in connection with a reorganization, merger, consolidation, acquisition, or other restructuring, whether via asset sale, by sale of stock or otherwise.
14. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Client, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.
15. Governing Law; Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws rules. The Uniform Commercial Code will not apply. Venue of all proceedings related to this Agreement shall be in St. Louis County, Minnesota.
16. Amendment. This Agreement, together with all attachments and exhibits, may be amended, modified or changed only by written agreement signed by authorized representatives of both parties.
17. Headings. The titles in the headings of paragraphs are intended for organization and convenience only and do not apply in the interpretation of any of the Agreement terms.
18. Rule of Construction. The parties acknowledge that they have both participated fully in the drafting of this Software Support Agreement. Accordingly, no rule of construction requiring interpretation against a drafting party shall apply in the interpretation of this Software Support Agreement.
19. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Software Support Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Software Support Agreement. If any provision or part thereof of this Software Support Agreement is stricken in accordance hereof, then

the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

20. **Notices.** Except as otherwise provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed given upon delivery if dispatched by (a) registered or certified mail, postage pre-paid, return receipt requested (b) by overnight courier or by hand delivery, or (c) by first class mail, facsimile, or other means of communication if receipt is acknowledged in writing by the other party. Notices shall be provided to the following named persons or their successors unless otherwise stated in this agreement or in a modification of this Agreement.

Next Chapter Technology:

Cathy Wassenaar, CEO
7700 Equitable Drive, Suite 200
Eden Prairie, MN 55344

County: Itasca County

Eric Villeneuve, Director
Itasca County Health and Human Services
1209 SE 2nd Avenue
Grand Rapids, MN 55744

21. **Binding Effect.** This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns, particularly any successor including any successor to NCT or successor governmental organizations authorized to provide the public safety functions currently provided by the County and any successors or assigns of such authority.
22. **No Waiver.** Failure to enforce any provision of the Agreement by either party shall not constitute a waiver of that party's right to enforce that section, paragraph or portion of this Agreement.
23. **Responsibility for Costs.** Except as otherwise provided in this Agreement, each party shall pay all of its own fees and expenses incurred or to be incurred in negotiating this Agreement, in closing and carrying out the transactions contemplated by this Agreement, and in any litigation between the parties related to the enforcement of terms of this Agreement.
24. **Representation of Authority.** Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Software Support Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms and that all approvals required to perfect such authority have been received
25. **Entire Agreement.** This Agreement, along with the Software License Agreement, as well as any other documents acknowledged by the Parties, in writing, to be applicable, contains the entire understanding of the parties with respect to the provision of Software Support services and supersedes all previous verbal and written agreements, representations or warranties of any kind made by or between the parties. If any conflict between these documents becomes apparent, the Software License Agreement shall be deemed to be the controlling document.



May 1, 2024

Eric Villeneuve, Director
Itasca County Health and Human Services
1209 SE 2nd Avenue
Grand Rapids, MN 55744

Purchase Agreement

Description	Unit Cost	Units	Total
Primary System - Client Licenses	1,250	31	38,750
Scanning Solution - Client Licenses	500	31	15,500
Read-Only/Approver - Client Licenses	250	1	250
Activity Management - Edition License	15,000	1	15,000
Records Center - Edition License	10,000	1	10,000
Case Management - Edition License	10,000	1	10,000
Forms Management - Edition License	10,000	1	10,000
CaseWorks MNsure - Edition License	15,000	1	15,000
Archive Module	5,000	1	5,000
Total Licensing			119,500

Additional software licenses can be based on the following fee schedule:

1. CaseWorks Primary System License \$ 1,250
2. CaseWorks Scan Solution License \$ 500
3. Caseworks - Read Only License \$ 250

The annual software support cost is calculated at 30% of the licenses cost. The cost includes the maintenance and support of all forms.

This Purchase Agreement is valid for 30 days.

Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. County reserves the right to review, audit, or monitor any information technology used by vendor personnel which attaches to or makes use of the County's network (s).

1. All vendor personnel shall use only accounts authorized by County's Security Staff.
2. Vendor personnel may access only those resources for which they are specifically authorized.
3. Vendor personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to current County password requirements. Passwords shall remain confidential. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
4. Vendor personnel are not permitted to script their user IDs and passwords for log-on access.
5. Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.
6. Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
7. Vendor personnel shall maintain a log, left with the computer, of all software loaded onto any County computer. The software must have been approved in writing by County.
8. Vendor personnel shall execute only applications that pertain to their specific contract work.
9. Vendor personnel shall promptly report log-on problems or any other computer errors to the County Network Administrator.
10. Vendor personnel shall promptly notify the County, in no event later than twelve (12) hours, if they have any reason to suspect a breach of security or potential breach of security.
11. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County.
12. Vendor personnel shall not install or use any type of encryption device or software on any County hardware, which has not been approved in writing by the County.
13. Vendor personnel shall not attach any device to the County network without written approval from the County.
14. Vendor personnel may not remove any computer hardware from any County building for any reason, without prior written approval from the County.
15. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on County hardware.
16. Vendor personnel shall not attach any network or phone cables to any County device without written approval from the County.

17. Vendor personnel may not copy any data and/or software from any County resource for personal use.

18. County data and/or software shall not be removed from any County Building without prior written approval from the County.

19. Vendor personnel may not utilize County computer systems or networks for any of the following reasons:

- a. Game playing;
- b. Internet surfing not required for their work activity;
- c. Non-related work activity; or
- d. Any illegal activity.
- e. Downloading of files from the Internet. If files are needed for your work, contact County IT personnel.

20. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the County.

21. Vendor personnel may not give out any County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks. Information includes but is not limited to: IP addresses, security configurations, etc.

22. All data storage media shall be erased or destroyed prior to disposal.

23. Vendor personnel may not remove or delete any computer software without the written approval of the County.

24. Vendor personnel shall not attempt to obtain or distribute County system or user passwords.

25. Vendor personnel shall not attempt to obtain or distribute door pass codes/paskeys to secured rooms at any County facility for which they are not authorized.

26. All equipment issued to vendor personnel will be returned in good condition to County upon termination of the County/Vendor Personnel relationship.

27. Vendor personnel may not use County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.

28. Vendor personnel are prohibited from intentionally causing County to break copyright laws.

29. Use by vendor personnel of any County information technology will acknowledge acceptance of the above-referenced policies. Any vendor who violates any of these policies shall be subject to disciplinary action, including total removal from the County project as well as being subject to Minnesota civil and criminal liability.

30. Vendor personnel may not disclose of any private or confidential client information regardless of physical form or storage media (paper, computer, voice mail, microfiche, imaged, video or voice recordings). Vendor personnel will not attempt to access not public data for personal purposes.

31. **Vendor Acknowledgement** "Responsibilities of Persons Who Have Access to Not Public Data has been read and its' conditions will be complied with by all vendor personnel.

Vendor Acknowledgment

RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA

VENDORS

As a vendor working with County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

NOT PUBLIC DATA

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

A. Private data is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:

1. the individual who is the subject of the data or a designated representative;
2. anyone to whom the individual gives signed consent to view the data;
3. employees of the welfare system whose work assignments reasonably require access to the data;
4. anyone the law says can view the data.

Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

B. Confidential data is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of

individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

PENALTIES FOR UNLAWFUL USE OF DATA

Data Practices Act Penalties The Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. **Any person, even those who are not employees**, who willfully violate the provisions of the Act, may be charged with a misdemeanor.

Action for Damages A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or state agency shall, in addition, be liable to exemplary damages of not less than \$100, nor more than \$10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.



Itasca County
Minnesota

NCT

NCT Overview

Itasca County

January 12, 2024

Lori Wolf, Account Executive

Table of Contents

- ❑ NCT & CaseWorks™ Overview
- ❑ CaseWorks™ Differentiators
- ❑ Project Implementation Process
- ❑ MA Unwinding | HC Renewals
- ❑ Mobile Capabilities
- ❑ Self-Service Portal
- ❑ Q&A

NCT & CaseWorks™ Story

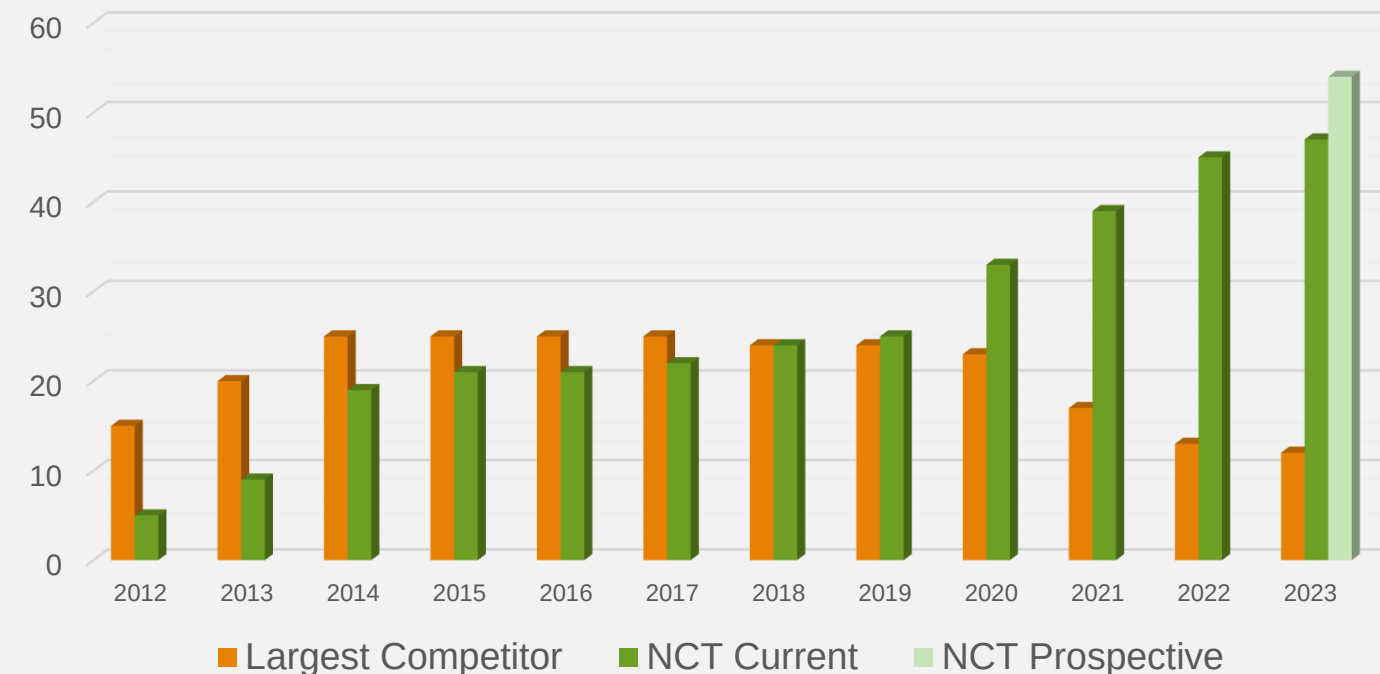
NCT

Our Story

- ❑ Founded in 2008
- ❑ Based in Minnesota
- ❑ Purpose-built for Health & Human Services
 - Suite of products that service all DHHS program areas
 - Child Support; Financial Assistance; Healthcare; Social Services; Workforce; HHS Accounting
- ❑ 55 Minnesota county customers & growing
- ❑ 200+ Active implementations across all DHHS program areas
- ❑ 100% Customer retention since inception

Our Market Success

Market Trajectory

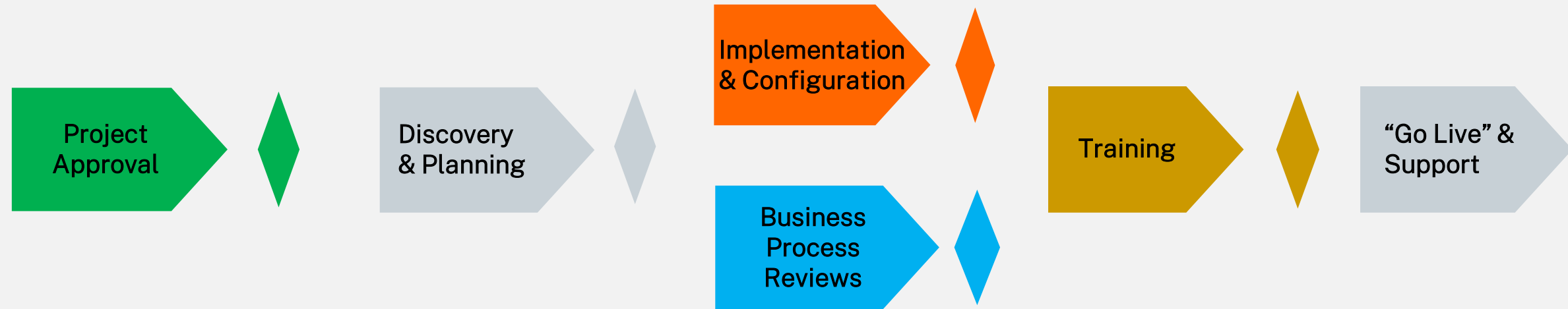


CaseWorks™ Differentiators

- Continuous Delivery Business Model. NCT delivers 3-4 key feature/function updates 3-4 times/year as part of our support package.
- Real Time Connection to State Systems (Auto fill, no duplicate entry, reduces error)
- Citizen Self Service Portal (automates incoming documents and routes directly to case owners and teams.)
- Automation - Auto Send Copy, Workflows
- Forms Management –DHS (including Dynamic/LCD) and County-specific Local Forms
- Active, state-wide User Groups
- Statewide Case Transfer
- Integrated and Certified eSignatures
- Automated Purge
- Print2Mail

Overall Process

NCT



Project Management

.....Deliverables.....

- Board Materials
- Statement of Work
- Contract

- User Configuration Matrix
- Project Organization
- Project Plan
- Project Schedule
- Migration Planning & Mapping

- Hardware Upgrade
- Software Installation/Configuration
- CaseWorks Configuration
- SSIS/SMI Integration
- Forms Review
- Quality Assurance Testing
- Business Process Review
- Business Process Document

- Training Plan
- Training Materials
- Training

- Go Live
- Go Live Support
- Post Go Live Support

MA Unwinding/HC Renewals

❑ MNbenefits – CaseWorks Integration

- Integration *complete & deployed* to all CaseWorks counties
- Renewals are programmatically routing into the METS/MNsure Edition of CaseWorks
- Have updated DocTypes to facilitate processing
- Training materials including video provided to all CaseWorks counties
- Working with User Group to identify other opportunities for streamlining processes
 - Blue dot envelopes – Returned mail tracking

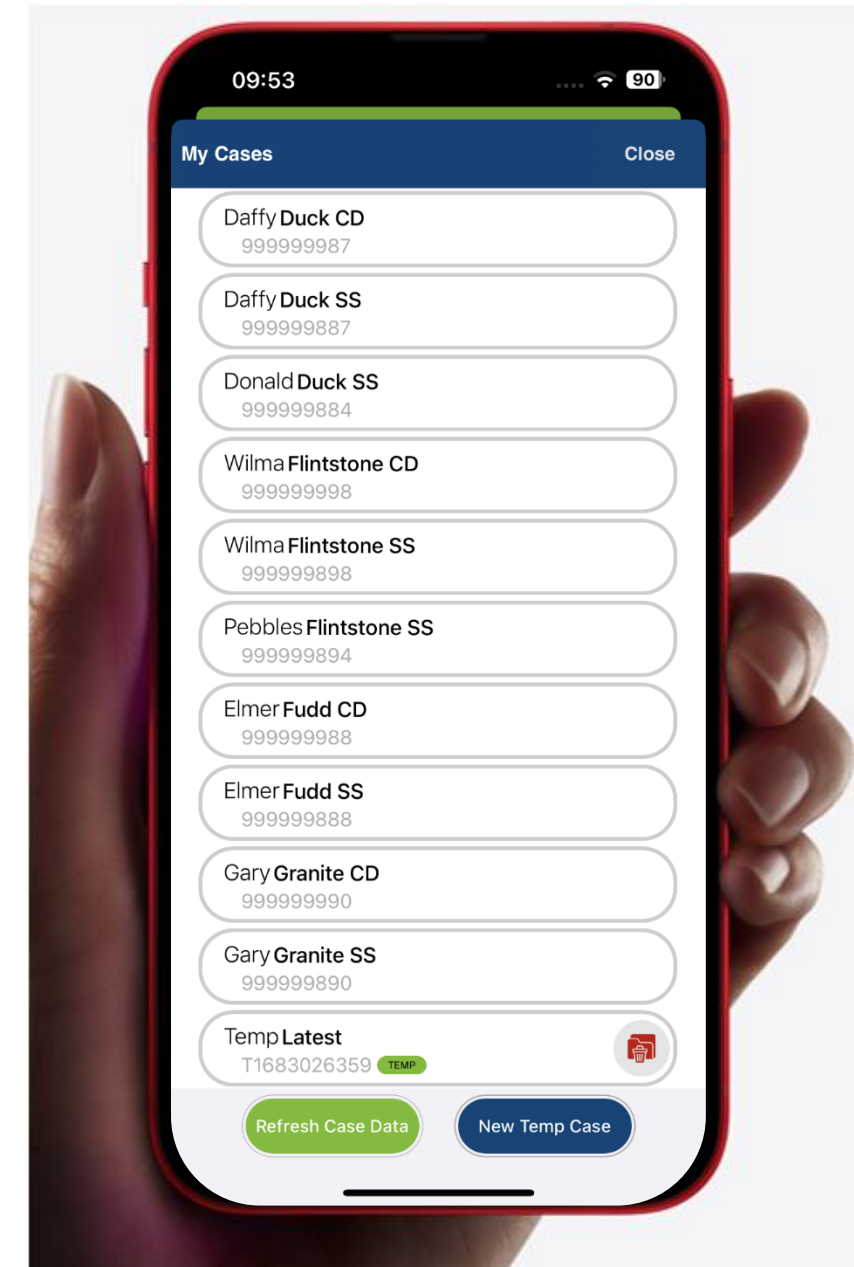
❑ Prioritizing action items – reduce churn

- Adding priority to documents for cases with existing pending documents
- Help workers to focus on time sensitive cases

CaseWorks™ Connect (mobile)

❑ iPad and iPhone capabilities

- *FULL* featured – the only device you need in the field.
- Gather signatures, record audio and video, take photos, generate and edit forms, view historical case documents, dictate case notes, type case notes.



CaseWorks™ Self Service Portal

❑ Self Service Portal

- Secure resident log-in and authentication.
- Documents uploaded via portal will route to assigned team or individual DocBox.
- Allows specialized workers to focus on case management activities – reduces clerical activities related to forwarding & managing email attachments.
- Reduces OSS burden scanning incoming mail or processing incoming electronic documents.
- Reduces returned mail – workers can share documents with residents via portal. Homeless, change of address, etc. still able to access documents electronically.

❑ County Portal

- Will support case file transfers to non-CaseWorks counties.
- Will support shared county libraries (e.g., Private sector company Health Insurance).

Additional Integrations

The CaseWorks platform is built to integrate.

❑ MN EAS (ATD Alerts)

- Notifies workers in CaseWorks when clients are admitted/transferred/discharged from hospital.

❑ Quadient

- Supports CaseWorks Merge2Mail/Print2Mail feature. Quadient prints, stuffs, meters, mails, and provides reports/logs/support.

Q&A | Next Steps

NCT

-
-
-



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-179

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Sale of Road and Bridge Equipment

BOARD ACTION REQUESTED:
Approve of the Disposition of Obsolete Road and Bridge Equipment through McLaughlin Auctioneers & Hansen Auction Group.

BACKGROUND: The attached document lists equipment to be sold at auction.

- Pickups have all been replaced with leased vehicles
- Motor grader was replaced in January 2024
- Skidsteer was replaced in April 2024
- Dozer has major maintenance needs and will not be replaced

Itasca County has received good returns through the sale of equipment at McLaughlin Auctioneers & Hansen Auction Group in the past. The McLaughlin auction will start on May 15th and the Hansen Pike Auction will start June 5th.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. 2024 Equipment Auction

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
----------------	--------------------------------	---------------------------------

Disposition of Itasca County Equipment

Date: 4/9/2024
 Department: Road / Bridge
 Employee: _____

Vendor Sold to: _____
 Address: _____

List one item on each line

Qty	Item Description	Serial * Number	Asset #*	Replaced By	Miles/ HRS	Auction House
1	2015 Chevy 2500 4X4	1GC2KUEG4FZ130352	1152	10028	113,532	Mclaughlin
1	2014 Ford F150 4X2	1FTEX1CMXEKD76979	1181	10031	100,814	Mclaughlin
1	2012 Chevy Colorado 4X4	1GCJTBF7C8153796	1132	10029	137,693	Mclaughlin
1	2015 Chevy 2500 4X4	1GC2KUEG7FZ536528	1160	10027	162,409	Mclaughlin
1	2013 Chevy 2500 4X4	1GC2KVCG2DZ354872	1140	10025	151,404	Mclaughlin
1	2013 Chevy 2500 4X4	1GC2KVCG7DZ361560	1139	10026	143,603	Mclaughlin
1	2014 Ford F150 4X2	1FTEX1CM7EKG35332	1206	10030	97,835	Mclaughlin
1	2015 Chevy 2500 4X4	1GC2KUEG9FZ536501	1161	10032	189,618	Mclaughlin
1	2011 Ford F150 4X2	1FTEX1EM7BFC40083	1122		95,320	Mclaughlin
1	2009 John Deere 672G	DW672GX624867	1096	1244	11,632 Hrs	Hansen
1	2008 ASV PT80 Skidsteer	PT101219	1092	1254	2,734 Hrs	Hansen
1	2002 D4GL Cat Dozer	D4GLGP5XK33284	1007	Bad undercarrage	3,792 Hrs	Hansen

The sale of equipment must be approved by the department head (signature required below).

**If applicable*

*** If item was scrapped or donated, please list price at \$-0-.*

Checks must be made payable to: Itasca County. A receipt for the sale must accompany check.

*Please send a copy of this form to Jenni Johnson in the auditor department at
jenni.johnson@co.itasca.mn.us so the transaction gets recorded in the disposition records.*

 Department Head Date

 Vendor Representative Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-156

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich, Michael Gibbons

AGENDA ITEM:

Approve Minutes of Land Classification Committee Meeting

BOARD ACTION REQUESTED:

Approve minutes of the Itasca County Land Classification Committee meeting held April 2, 2024.

BACKGROUND:

The Land Classification Committee reviews and classifies newly forfeited, sale requested and recommended tax forfeited land. The Committee consists of the County Board Members with the Land Commissioner as a non-voting ex-officio member.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024 Land Class Meeting Minutes

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
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**LAND CLASSIFICATION COMMITTEE MEETING
MINUTES
April 2, 2024**

County Board Chair John Johnson called the meeting to order at 10:00 A.M.

Land Classification Committee Members Present: Land Commissioner Kory Cease by virtual meeting; Commissioners Cory Smith (District #1); Terry Snyder (District #2); John Johnson (District #3); Burl Ives (District #4); and Casey Venema (District #5);

County Departments Represented: Kory Cease, Land Commissioner (virtually), Michael Gibbons, Assistant Land Commissioner and Cindy Shevich, Real Estate Specialist from the Land Department.

Itasca County residents: Scott Schroeder, Marv Neuerberg

The Land Classification Committee reviewed forty-eight (48) parcels for classification, including thirty-one (31) full interest new forfeitures, twelve (12) undivided interest surface parcels new forfeitures, one (1) requested parcels, and four (4) parcels recommended by Itasca County Land Department. Of the forty-eight (48) parcels, twenty-three (23) were platted and twenty-five (25) were unplatted. There were twenty-three (23) severed mineral interests forfeited in 2023.

Meeting was adjourned at 11:30 a.m.

Respectfully Submitted,

Cindy Shevich
Real Estate Specialist



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-157

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich, Michael Gibbons

AGENDA ITEM:

Approve Classifications of Tax-Forfeited Land

BOARD ACTION REQUESTED:

Approve recommended classifications from Itasca County Land Classification Committee meeting held April 2, 2024.

BACKGROUND:

The Land Classification Committee reviews and classifies newly forfeited, sale requested and recommended tax-forfeited land. The Committee consists of the Itasca County Board Members with the Land Commissioner as a non-voting ex-officio member. Upon County Board approval of recommended classifications, the Land Department will proceed with preparing for land sale.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Classification Codes
2. Land Class Results 2024

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
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CODES FOR CLASSIFICATION

CLASSES

R=Retain
P=Provisionally Retain
E=Exchange
D=Dispose (Sell)

REASONS

A=Needed for access
B=Balance Public Ownership
E=Environmental Reasons
F=Forestry
G=Gravel
I=Improved property
L=Contains a lease
LF=Reserved for future landfill
M=Mining
MF=Memorial Forest
N=Near Public Services (Roads, Electricity, etc)
O=Other
P=Partial Interest
R=Recreation
S=Surrounding Use
U=Uneconomical to manage
V=Visual
W=Contains Protected Waters

2024 LAND CLASSIFICATION - PLATTED PROPERTIES										
Tract	ACRES	PARCEL ID	SEC	TWP	RGE	LEGAL DESCRIPTION *	PLAT	WATER BODY	LC RESULT	REASON
1	0.19	18-480-0012	24	56	23	PT OF LT 1 BEF AT NE COR OF SAID LT 1 TH	LAKEVIEW ACRES		Dispose/Non-Conservation	N,S
2	0.69	18-480-0160	24	56	23	LOT 16	LAKEVIEW ACRES		Dispose/Non-Conservation	N,S,I
3	0.63	18-560-0200	13	56	23	LOT 20-21	2ND ADD TO SWAN LAKE		Dispose/Non-Conservation	N,S,I
4	1	40-440-0130	15	55	24	LOT 15 BLK 1 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	TROUT LAKE	Dispose/Non-Conservation	N,S
5	1	40-440-0132	15	55	24	LOT 16 BLK 1 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	TROUT LAKE	Dispose/Non-Conservation	N,S
6	1.07	40-440-0140	15	55	24	LOT 20 BLK 1 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	TROUT LAKE	Dispose/Non-Conservation	N,S
7	1	40-440-0210	15	55	24	LOT 3 BLK 2 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	TROUT LAKE	Dispose/Non-Conservation	N,S
8	0.14	64-480-0714	2	56	26	S 50 FT OF LOT 5 BLK G	NORTHLAND PARK		Dispose/Non-Conservation	N,S
9	0.28	74-420-0610	2	144	26	LOTS 1-3 BLK 6	BALL CLUB		Dispose/Non-Conservation	N,S
10	0.11	74-420-1220	2	144	26	LOTS 7-8-BLK 12 LESS HWY 2	BALL CLUB		Dispose/Non-Conservation	N,S,I
11	0.28	85-490-0110	27	61	26	A PARCEL OF LAND IN LOTS 10 & 11 HAVING THE	ZAISERS ADDITION TO BIGFORK		Dispose/Non-Conservation	N,S,I
12	0.01	91-501-0405	16	55	25	S 3' OF LOT 1, BLK 4	CRYSTAL LAKE ESTATES		Dispose/Non-Conservation	N,S
13	0.17	91-515-0011	9	55	25	LOT 1 LESS PART LYG NW OF NE EXT OF NW	ELM ACRES		Dispose/Non-Conservation	S
14	0.33	91-530-0140	16	55	25	LOT 4 BLK 1	FAIRVIEW 2ND ADDITION		Dispose/Non-Conservation	N,S
15	0.64	91-663-0230	18	55	25	LOT 13-BLK 2	REMER DESCHEPPER ADDITION		Dispose/Non-Conservation	N,S
16	0.64	91-663-0232	18	55	25	LOT 14-BLK 2	REMER DESCHEPPER ADDITION		Dispose/Non-Conservation	N,S
17	0.11	91-725-0335	20	55	25	W 1/2 OF LOTS 13-15 LESS ST IN LT 15 BLK 3	WOODLAND ADD. TO GRAND RAPIDS		Dispose/Non-Conservation	N,S
18	0.02	91-725-0655	20	55	25	N 10FT OF W 1/2 OF LOT 26 BLK 6	WOODLAND ADD. TO GRAND RAPIDS		Dispose/Non-Conservation	N,S
19	0.22	92-440-1010	25	57	22	ALL LOTS 1 & 2 & LOT 3 LESS E 1/2 BLK 10 &	HAYES ADDITION TO KEEWATIN		Dispose/Non-Conservation	N,S,I
20	0.07	95-410-1455	32	57	22	LOT 18-BLK 14	NASHWAUK		Dispose/Non-Conservation	N,S
21	0.20	97-420-0110	21	56	24	LOT 1- BLK 1	VILLAGE OF TACONITE		Dispose/Non-Conservation	N,S,I

* Legal description is taken from the tax system, and is subject to inaccuracies. Refer to the deed of record for current legal descriptions.

2024 LAND CLASSIFICATION - UNPLATTED PROPERTIES									
Tract	ACRES	PARCEL ID	SEC	TWP	RGE	LEGAL DESCRIPTION *	WATER BODY	LC RESULT	REASON
22	0.41	14-124-4405	24	55	22	THAT PT OF LOT 1 DESC AS FOLL: BEG AT THE SE		Dispose/Non-Conservation	N,S
23	3.63	19-001-4304	1	54	25	S 490FT OF W 1/2 OF W 1/2 OF SW SE		Dispose/Non-Conservation	N,S
24	5	48-023-1202	23	58	22	W 435.60FT OF S 500FT OF NW NE		Dispose/Non-Conservation	N,S
25	2.5	74-002-4405	2	144	26	N 330FT OF W 330FT OF SE SE		Dispose/Non-Conservation	N,S
26	30.84	83-019-3400	19	146	29	LOT 5	Mississippi River	Retain/Conservation	w
27	0.32	89-036-2405	36	145	25	E 100' OF W 350' OF S 140' OF PT OF SE NW		Dispose/Non-Conservation	N,S,I
28	40.14	90-023-1100	23	62	26	NE NE		Retain/Conservation	S,F,A
29	40.04	90-023-1200	23	62	26	NW NE		Retain/Conservation	S,F,A
30	0.31	90-023-3300	23	62	26	UNPLATTED PT OF SW SW LYG S OF LOTS 7 & 8 BLK 3 OF BYRNE ADDN TO EFFIE		Dispose/Non-Conservation	N,S
31	2.02	97-009-3103	9	56	24	E 280.5 FT OF N 313.5 FT OF S 643.5 FT NE SW		Dispose/Non-Conservation	N,S

UNDIVIDED SURFACE INTEREST PARCELS									
Tract	ACRES	PARCEL ID	SEC	TWP	RGE	LEGAL DESCRIPTION *	WATER BODY	LC RESULT	REASON
32	16.04	02-013-4415	13	56	25	UND 1.57 INT IN SE SE LESS REV DESC 1		Retain/Conservation	L,M,P
33	26.99	02-024-1146	24	56	25	UND 1.57 INT IN NE NE LESS REV DESCS 1-2		Retain/Conservation	L,M,P
34	41.19	02-024-1446	24	56	25	UND 1.57 INT IN SE NE LESS REV DESC 1		Retain/Conservation	L,M,P
35	0.40	40-015-3206	15	55	24	UND 1/35 INT IN LT 9 SEC 15, TWP 55, RGE 24		Retain/Conservation	A,P,W
36	10.3	88-019-2123	19	56	24	UND 1.22 INT IN NE NW LESS REV DESC 2 & LESS		Retain/Conservation	M,P
37	12.99	88-019-2253	19	56	24	UND 1.57 INT IN REV DESC 4 OF LOT 1		Retain/Conservation	L,M,P
38	29.44	88-019-3448	19	56	24	UND .21% INT IN THAT PT OF SE SW, DESCRIBED		Retain/Conservation	L,M,P
39	6.34	88-019-4322	19	56	24	UND .21% INT IN THAT PT OF SW SE, DESCRIBED		Retain/Conservation	L,M,P
40	3.13	88-030-1223	30	56	24	UND .21% INT IN THAT PT OF NW NE, DESCRIBED		Retain/Conservation	L,M,P
41	8.3	88-030-2129	30	56	24	UND .21% INT IN THAT PT OF NE NW, DESCRIBED		Retain/Conservation	L,M,P
42	40.34	88-030-3110	30	56	24	UDI PARCEL CONSISTING OF: UND 2.0834 INT IN		Retain/Conservation	L,M,P
43	4.19	97-018-3327	18	56	24	UND 1.57 INT IN LOT 4 LESS REV DESCS 1-2		Retain/Conservation	L,M,P

REQUESTED PARCELS									
Tract	ACRES	PARCEL ID	SEC	TWP	RGE	LEGAL DESCRIPTION *	WATER BODY	REASON	REASON
44	1.15	04-216-2102	16	58	25	REV DESC #2 OF LOT 8 LESS PT		Dispose/Non-Conservation	N,S
45	39.86	35-004-4300	4	148	26	SW SE	UN-NAMED	Retain/Conservation	O,S
46	40.21	55-015-4300	15	59	24	SW SE		Dispose/Non-Conservation	N,S,I
47	1.83	91-583-0160	8	55	25	OUTLOT B		Dispose/Non-Conservation	N,S
48	0.48	91-680-0650	20	55	25	LOTS 15-20, BLK 6 RIVERSIDE PARK DIV OF GR		Dispose/Non-Conservation	N,S

2024 LAND CLASSIFICATION - SEVERED MINERALS - UNDIVIDED INTEREST PARCELS										
Tract	ACRES	PARCEL ID	SEC	TWP	RGE	UND INT	LEGAL DESCRIPTION *	REASON	LC RESULT	REASON2
49	8	02-820-2300005	20	56	25	2/15	LOT 8	FORFEITURE	Retain/Conservation	M
50	8	02-834-2300010	34	56	25	2/15	SW NW	FORFEITURE	Retain/Conservation	M
51	8	05-813-1400005	13	55	26	2/15	LOT 4	FORFEITURE	Retain/Conservation	M
52	8	18-828-2205005	28	56	23	1/7	NW NW	FORFEITURE	Retain/Conservation	M
53	8	18-828-2205010	28	56	23	1/7	LOT 7	FORFEITURE	Retain/Conservation	M
54	8	19-804-1202005	4	54	25	1/162	LOT 2	FORFEITURE	Retain/Conservation	M
55	8	36-850-3301005	14	53	27	1/12	SW SW	FORFEITURE	Retain/Conservation	M
56	8	36-850-3302005	14	53	27	1/12	SW SW	FORFEITURE	Retain/Conservation	M
57	8	36-851-3301010	15	53	27	1/12	SW SE	FORFEITURE	Retain/Conservation	M
58	8	36-851-3302010	15	53	27	1/13	SW SE	FORFEITURE	Retain/Conservation	M
59	8	36-859-3301015	23	53	27	1/12	NW NW	FORFEITURE	Retain/Conservation	M
60	8	36-859-3301020	23	53	27	1/12	SW NW	FORFEITURE	Retain/Conservation	M
61	8	36-859-3302015	23	53	27	1/12	NW NW	FORFEITURE	Retain/Conservation	M
62	8	36-859-3302020	23	53	27	1/12	SW NW	FORFEITURE	Retain/Conservation	M
63	16.23	88-830-1200007	30	56	24	288/25	PT NW NE	FORFEITURE	Retain/Conservation	M
64	36.74	88-831-1300001	31	56	24		PT SW NE	FORFEITURE	Retain/Conservation	M
65	12.38	88-831-1400002	31	56	24		PT SE NE	FORFEITURE	Retain/Conservation	M
66	11.31	88-831-3100001	31	56	24		NE SW LYG N OF CSAH	FORFEITURE	Retain/Conservation	M
67	8	91-818-3200005	18	55	25	2/15	LOT 3	FORFEITURE	Retain/Conservation	M
68	8	91-821-3200010	21	55	25	2/15	LOT 7	FORFEITURE	Retain/Conservation	M
69	39.97	97-816-1400001	16	56	24		SE NE	FORFEITURE	Retain/Conservation	M
70	39.77	97-816-3400000	16	56	24		SE SW	FORFEITURE	Retain/Conservation	M
71	40.14	97-816-4100000	16	56	24		LOT 9	FORFEITURE	Retain/Conservation	M



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-160

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich, Michael Gibbons

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Shari Swanson

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Lot One (1), Block One (1), Village of Taconite First Addition.

BACKGROUND:

This property forfeited October 31, 2023 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Location_Map
2. Swanson App for Repurchase

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

RESOLUTION

**RE: REPURCHASE OF LOT ONE (1), BLOCK ONE (1) VILLAGE OF TACONITE FIRST
ADDITION**

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

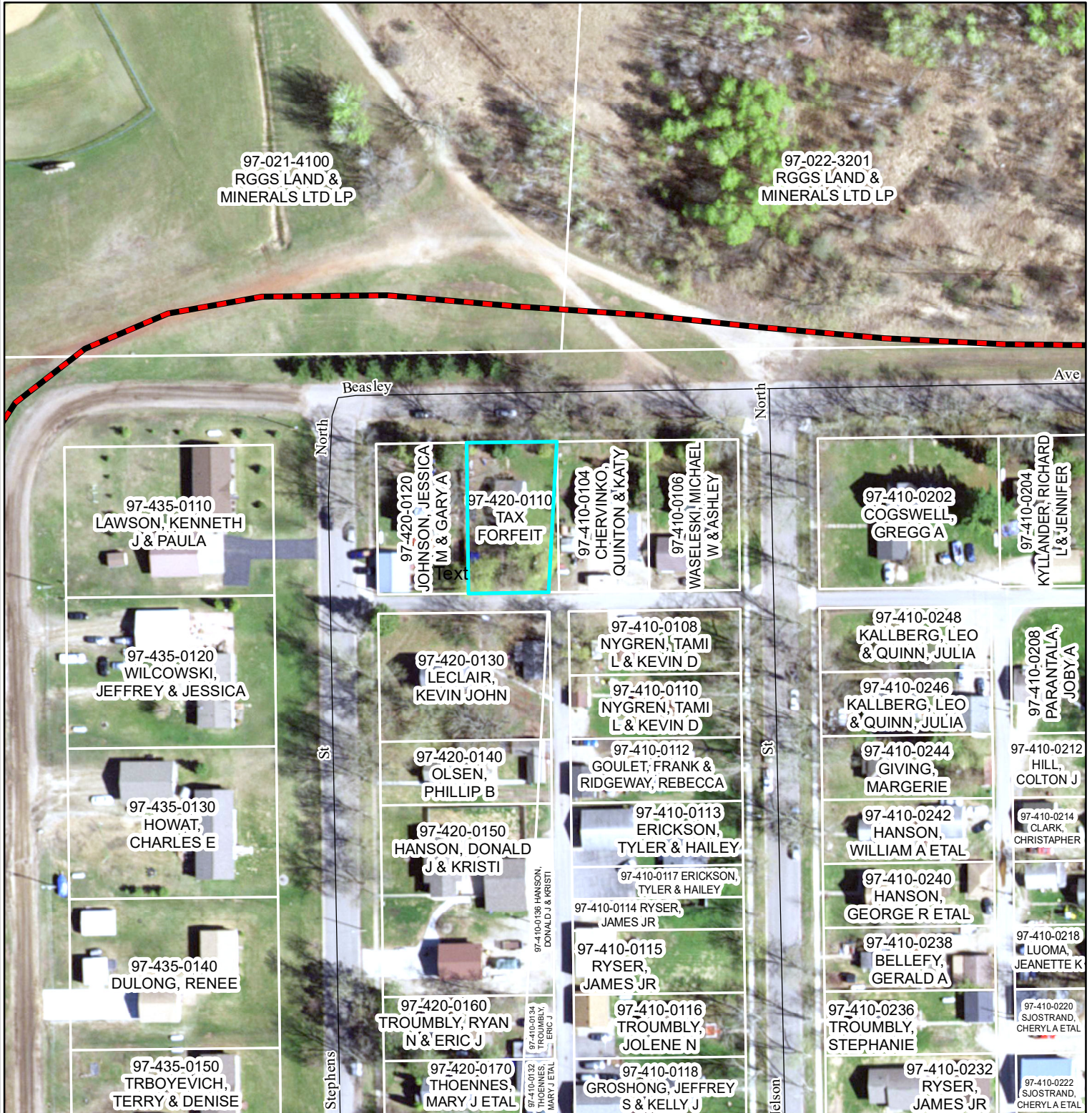
WHEREAS, the applicant, Shari Swanson, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Lot One (1), Block One (1), Village of Taconite First Addition and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Shari Swanson, subject to payment including taxes, penalties and interest of \$2,349.26; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; and repurchase application fee \$300.00 for a total of \$2,721.91.

Repurchase of Parcel #97-420-0110
 Lot 1, Block 1 Village of Taconite First Addition



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



0 25 50 100
 Feet

APPLICATION FOR REPURCHASE OF FORFEITED LANDS
Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of Itasca County, Minnesota:

The undersigned **Shari A. Swanson** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca County, Minnesota, and more particularly described as follows:**

Lot One (1), Block One (1) Village of Taconite First Addition

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, she was the owner and taxpayer.

That said land forfeited to the State on the 31st day of October, 2023

That such taxes became delinquent 2014 and remained delinquent and unpaid for the subsequent years of 2014, 2015, 2022 and 2023.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.

251, is the sum of **Two Thousand Seven Hundred Twenty-one and 91/100th Dollars (\$2,721.91), which includes (taxes, penalties & interest \$2,349.26; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)**

That permission to repurchase said land is hereby requested for the reasons stated as follows:

Unable to pay house taxes. This is my homestead. I would like to repurchase please.

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated March 29, 2024

Shari A. Swanson
Shari A. Swanson

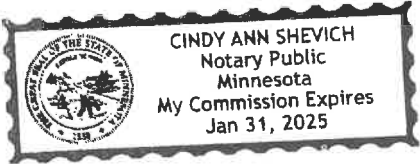
State of Minnesota } ss
County of Itasca

Shari A. Swanson, a single person, being duly sworn, deposes and says: that she is the applicant and petitioner in the forgoing petition; that she has read said petition and knows the contents thereof; that the same is true of her own knowledge save as to the matters therein stated on information and belief and as to those matters she believes it to be true.

Subscribed and sworn to before me this

29 day of March, 2024

Cindy Shevich





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-163

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Notice of Oral Auction of Timber

BOARD ACTION REQUESTED:

Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and that Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and that sale shall commence at 10:00 AM on Wednesday, June 5, 2024, at Cohasset Community Center.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Timber Auction Notice- June 2024

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
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NOTICE OF INTERMEDIATE AND REGULAR TIMBER AUCTION SALE

Itasca County Forest Lands are FSC Certified by
NEPCo, NC-FM/COC-001709; FSC 100%

Pursuant to the April 23, 2024, official action of the Itasca County Board of Commissioners and under the provisions of Minnesota Statute 282.04, as amended, timber on tax-forfeited land within Itasca County will be offered for sale WITHOUT the sale of land at an Intermediate and Regular Auction at **10:00 A.M. on Wednesday, June 5, 2024, at the Cohasset Community Center, Cohasset, MN.** Timber will be sold to the highest bidder at not less than the appraised value listed in the Timber Report. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Itasca County reserves the right to accept or reject any or all bids. **Prior to being able to bid on county timber auctions, eligible bidders must sign a one-time affidavit of compliance and the bidder must be listed on the Minnesota DNR Qualified Purchasers list, in good standing, as provided for in Minnesota statute 90.145.** All bidders who have not previously registered (i.e. signed Affidavit of Compliance) must register prior to 4:30 p.m. on Tuesday, June 4, 2024. Interested bidders are responsible to know and comply with all permit regulations and eligibility limits. Bidders must be 18 years and older and in good standing with Itasca County. No bidder can act in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to timber from Itasca County. No bid will be accepted from any bidder having a delinquent or uncollectible timber permit account or a pending timber trespass with a county, state, or federal agency. Violation of eligibility limits will result in loss of down payment and/or loss of privilege to purchase stumpage from Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-171

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Surface Lease Renewal of Tax Forfeit Land in Section 6, Township 56 North, Range 26 West by Deer Lake Association

BOARD ACTION REQUESTED:

Approve the Deer Lake Association lease renewal number 328 located in Section 6, Township 56 North, Range 26 West and authorize the necessary signatures.

BACKGROUND:

In 2019, The County Board approved lease #328 of tax-forfeited land to Deer Lake Association for use as an Aquatic Invasive Station. This lease is set to expire in May 2024, and a renewal is being requested in preparation for this year's open water season. The Deer Lake station provides tools for the general public to help boaters to clean, drain, dry as required by law, and to provide the Itasca AIS Program with the tools necessary to perform hot-water decontaminations. The Itasca AIS program performs decontaminations at Deer Lake Station both for boats presenting for launch at Deer Lake public access and for boats sent to Deer Lake Station for decontamination by inspectors at other Itasca County public accesses, so the Station also provides a service to the County as a whole. The Station is used by the Itasca AIS Program about 100 times per summer to perform hot-water decontaminations, and is in addition used about 225 times per year by the general public.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. DLA Renewal Lease V1 4-4-24

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
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SURFACE LEASE

This surface lease (hereinafter "LEASE") is granted this **23 day of April, 2024**, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter "LESSOR"); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 1, which states the County Auditor with approval of the County Board is authorized to grant leases on tax-forfeited lands.

NAME AND ADDRESS OF LESSEE: Deer Lake Association of Itasca County, a 501(c)(3) non-profit organization, located at 36264 Christmas Point Trail, Grand Rapids, MN 55744

LEASE FEE: \$800.00 (\$300.00 renewal fee, \$500.00 land value, and timber damage to be paid when incurred). Due in full on date set above.

TERM: The initial term of this non-exclusive LEASE shall commence on the date set forth above and shall end at 11:59 p.m. on **April 23, 2029**. The term of this LEASE is subject to termination as provided herein.

PURPOSE OF LEASE: This LEASE is granted for construction and maintenance of an Aquatic Invasive Species Activity Station and authorized appurtenances (hereinafter referred to as "Station") available for public use located within unplatted part of Southwest Quarter of Southeast Quarter (SW SE); Section 6, Township 56 North, Range 26 West, more particularly described below, under the covenants and agreements of the LESSEE to use the following described lands, hereinafter referred to as the "Premises", subject at all times to sale, license, lease, and use for mineral, timber, or other purposes, to wit:

That part of the unplatted portion of the Southwest Quarter of the Southeast Quarter of Section 6, Township 56 North, Range 26 West of the 4th P.M., Itasca County, Minnesota, described as follows: Commencing at the South Quarter Corner of said Section 6, thence North, assigned bearing, along the North-South Quarter line of said Section 6, a distance of 1048.30 feet, to the northerly right of way line of County Road 256; thence North 81 degrees 24 minutes 02 seconds East, along said right of way line 301.38 feet, to the point of beginning; thence continue North 81 degrees 24 minutes 02 seconds East, along said right of way line 57.25 feet, to intersection of the westerly right of way line of SOUTH DEER CIRCLE DRIVE; thence North 09 degrees 31 minutes 21 seconds West, along said westerly right of way line, a distance of 65.42 feet; thence northerly along said westerly right of way 84.12 feet, along a tangential curve, concave to the east, with a central angle of 13 degrees 10 minutes 48 seconds, and a radius of 365.66 feet, to the southeasterly right of way line of ROBINSON ROAD, according to the recorded plat of FIRST ADDITION TO PLAT OF SUNRISE, plat of record in the office of the County Recorder, Itasca County; thence South 43 degrees 03 minutes 33 seconds West, along said southeasterly right of way line, a distance of 124.40 feet; thence South 33 degrees 21 minutes 12 seconds East 79.02 feet, to said point of beginning.

See Exhibit A

LESSEE shall also have the right of reasonable access to the Premises for the purposes described herein, over and across real property in unplatted part of Southwest Quarter (SW) of Southeast Quarter (SE); Section 6, Township 56 North, Range 26 West owned by LESSOR adjacent to the Premises ("Adjacent Land").

DISCLAIMER: LESSOR does not warrant its title to the premises nor undertake to defend the LESSEE in the peaceable possession or use thereof. No covenant of Quiet enjoyment is made. LESSEE shall indemnify and hold LESSOR harmless from any and all claims for damage against LESSOR by third parties as a result of this LEASE. LESSEE agrees to hold LESSOR harmless in regard to the legal descriptions of the Premises. The grant herein is

limited to parcels owned by the State of Minnesota in trust for the taxing districts. LESSOR makes no representations or warranties as to the ownership of the parcels crossed by this LEASE, and assumes no liability for any errors or costs for corrections in that regard.

This LEASE is granted subject to the following terms:

1. RENEWAL: At the end of the LEASE term and if both parties wish to renew, the renewal fee and time period will be determined by such methods as are developed by LESSOR, subject to the limits of Minnesota Statute, in place at that time.
2. TERMINATION: This LEASE may be terminated or cancelled upon reasonable notice on the occurrence of any of the following:
 - A. By mutual agreement of both parties.
 - B. Violation of any of its terms
 - C. If at any time in the sole discretion of the LESSOR its continuance will conflict with public use of the land over or upon which it is granted, or any part thereof.

LESSEE shall, on the Termination date, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the Effective Date. If the LESSEE fails to surrender the Premises on the termination of this LEASE, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE's property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this LEASE is terminated prior to the termination date, the LESSEE shall not be relieved of any obligation incurred prior to termination.

3. ENCUMBRANCE: This LEASE is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
4. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by Minnesota Statute 604A.21, not inconsistent with the purposes of this LEASE.
5. CONSTRUCTION OF LEASE: If any clause or provision of this LEASE is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this LEASE shall not be affected thereby.
6. LAWS AND REGULATIONS: LESSEE agrees, at its expense, to comply with all federal, state and local laws, regulations, and permitting including municipal ordinances, affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Examples include, but are not limited to, Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354) and any amendments thereto, Minnesota Pollution Control Agency Stormwater Pollution Prevention Plan permit, Army Corps of Engineers permit(s), and Department of Natural Resources permits.
7. TIMBER: No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from LESSOR. LESSEE must pay for all timber (both mature timber and growing

stock) damaged on the Premises by LESSEE prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. LESSOR reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on State tax-forfeited lands, all the timber upon the land hereby Leased, and reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with LESSOR, and without let or hindrance from the LESSEE.

8. **RIGHT OF ENTRY:** LESSOR, or its agents or contractors, shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the LESSEE, except in cases where emergency entry is necessary to preserve the Premises and other property.
9. **THIS LICENSE IS PERMISSIVE ONLY:** No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the LICENSEE or any of its agents, employees, or contractors relating to any matter hereunder. This license shall not be construed as estopping or limiting any legal claim or right of action of any such person against the LICENSEE, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against the LICENSEE, its agents employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. The LICENSEE shall indemnify and hold harmless Itasca County from all claims arising out of the LICENSEE's use of the above described lands whether such claims are asserted by civil action or otherwise.
10. **NO WAIVER:** No delay by LESSOR in enforcing any of the conditions of this LEASE shall operate as a waiver of any of its rights.
11. **TAXES:** LESSEE will pay when due all taxes and assessments levied against said land or the improvements thereon.
12. **INDEMNIFICATION AND INSURANCE:**
 - A. LESSEE agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LESSEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
 - B. LESSEE agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
 - a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000

Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000
	<u>Limits</u>
b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000
c. Workers' Compensation and Employer's Liability:	Statutory Limits
If the LESSEE is based outside the State of Minnesota, coverage must apply to Minnesota laws	
	<u>Limits</u>
d. Employer's Liability	
Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. LESSEE also agrees that any contract let by LESSEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain

insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

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

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

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

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

E. In addition to any other rights contained herein the County reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the County upon written request.

13. IMPROVEMENTS:

A. LESSOR agrees to allow LESSEE to construct, install and maintain the following improvements on the Premises:

- i. AIS activity and rinse area not to exceed fifty-four feet (54') by twenty-one feet (21').
Grading of this area will cause lateral movement of water to flow South toward North Bass

Lake Road where it will collect, infiltrate and cool.

- ii. Access road and culvert from the existing public access road to Premises. Road not to exceed twenty-one (21) feet in width.
- iii. Access road and culvert from South Deer Circle Drive to Premises. Road not to exceed twenty-one (21) feet in width.
- iv. Insulated shed not to exceed ten (10) feet by ten (10) feet on skids. A concrete slab floor is not allowed.
- v. Electric power
- vi. Secured wi-fi internet service
- vii. Well and well pump
- viii. Pressure tank
- ix. Water storage tank, not to exceed 300 gallon storage capacity, and associated plumbing
- x. Single fixture light mounted on shed.
- xi. Additional lighting to aid in nighttime use of the Station
- xii. Sign providing instructions for safe operation of the Station
- xiii. Sign declaring the water source as non-potable water
- xiv. Sign forbidding use of soaps or chemicals of any kind

B. The following equipment is authorized to be installed and maintained by LESSEE and made available to the public:

- i. Self-service unheated fresh water at no more than sixty (60) pounds per square inch to be used via self-coiling garden hose with hand sprayer attachment for use as boat and trailer rinse, live well rinse and baitwell rinse.
- ii. Tethered self-service hand tools to assist boaters in removing weeds and earthen material, including but not limited to, an extended reach broom and extended reach tool.

C. The following equipment is authorized to be installed and maintained by LESSEE and made available ONLY to those individuals and employees certified by Minnesota Department of Natural Resources to operate said equipment:

- i. Commercial electric water heater to heat water to no more than 180 degrees. Heated water is to be supplied at no more than 60 pounds per square inch using hose and assembly rated for 180-degree water temperatures. Water heater to be contained and secured in a locked area that is only accessible to County personnel or DNR Certified staff.
- ii. Commercial pressure-washer unit that will spray hot-water at up to 3,000 pounds per square inch. Heated water will be supplied using a hose assembly rated for up to 180-degree water temperatures and up to 3,000 pounds of pressure per square inch. Water heater and pressure washer to be contained and secured in a locked area that is only accessible to County personnel and DNR Certified staff.

14. LESSEE RESPONSIBILITIES: LESSEE acknowledges and accepts responsibility for the following:

- A. All improvements must meet Itasca County setback requirements.
- B. The Station may be advertised as publicly available. Station may not be advertised as a Level 2 decontamination station.
- C. A copy of keys for any and all locks associated with the Station must be provided to Itasca County Land Department.
- D. LESSEE must pay all fees associated with installation, use, service, and disconnection of electrical power and associated appurtenances
- E. LESSEE must pay all fees associated with installation, use, service, security, and disconnection of internet service and associated appurtenances.
- F. LESSEE must ensure all improvements, accessories, and appurtenances are properly equipped to

prevent freezing in the fall season and are properly winterized before seasonal sustained below freezing temperatures are incurred.

- G. Use of soaps, degreasers, detergents or cleaning chemicals of any kind are prohibited.
- H. LESSEE must perform and pay for any and all maintenance and repairs to Station and its improvements.
- I. Any and all future or contemplated additions, deletions or alterations to the improvements listed in Term 21 of this LEASE must be approved by LESSOR prior to completion.
- J. LESSEE must take care to prevent terrestrial invasive species from entering into or spreading onto Premises by material or equipment. The LESSEE must request and obtain written permission to apply herbicides or pesticides to said Premises.
- K. LESSEE shall not: a) assign, convey or otherwise transfer this LEASE or any interest under it; b) sublet the LEASE corridor or any part thereof; or c) permit the use of occupancy of the Premises or any part thereof by anyone other than the LESSEE.

15. BOND OR COMMERCIAL STANDBY LETTER OF CREDIT REQUIREMENT: Lessee shall maintain at all times during the term of this lease a bond or commercial standby letter of credit in the amount of \$15,000 to cover the lessee's performance obligations under this lease, pay for the labor, equipment, skill, tolls, machinery, materials, or supplies for improvements to and upon the leasehold under this lease, and to defend, indemnify, and save the Lessor harmless from these obligations and responsibilities.

16. CONTACT INFORMATION: The contact information for LESSOR and the LESSEE is as follows:

LESSOR:	LESSEE:
Itasca County Land Department c/o Land Commissioner 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Itasca County Auditor County Courthouse 123 NE 4th Street Grand Rapids, MN 55744	Deer Lake Association 36264 Christmas Point Trail Grand Rapids, MN 55744

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LESSOR

ITASCA COUNTY ON BEHALF OF THE STATE OF MINNESOTA,
IN TRUST FOR THE TAXING DISTRICTS

Kory Cease, Land Commissioner

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

This instrument was acknowledged to before me this _____ day of _____, 20____, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota, Lessor.

(Notary Seal)

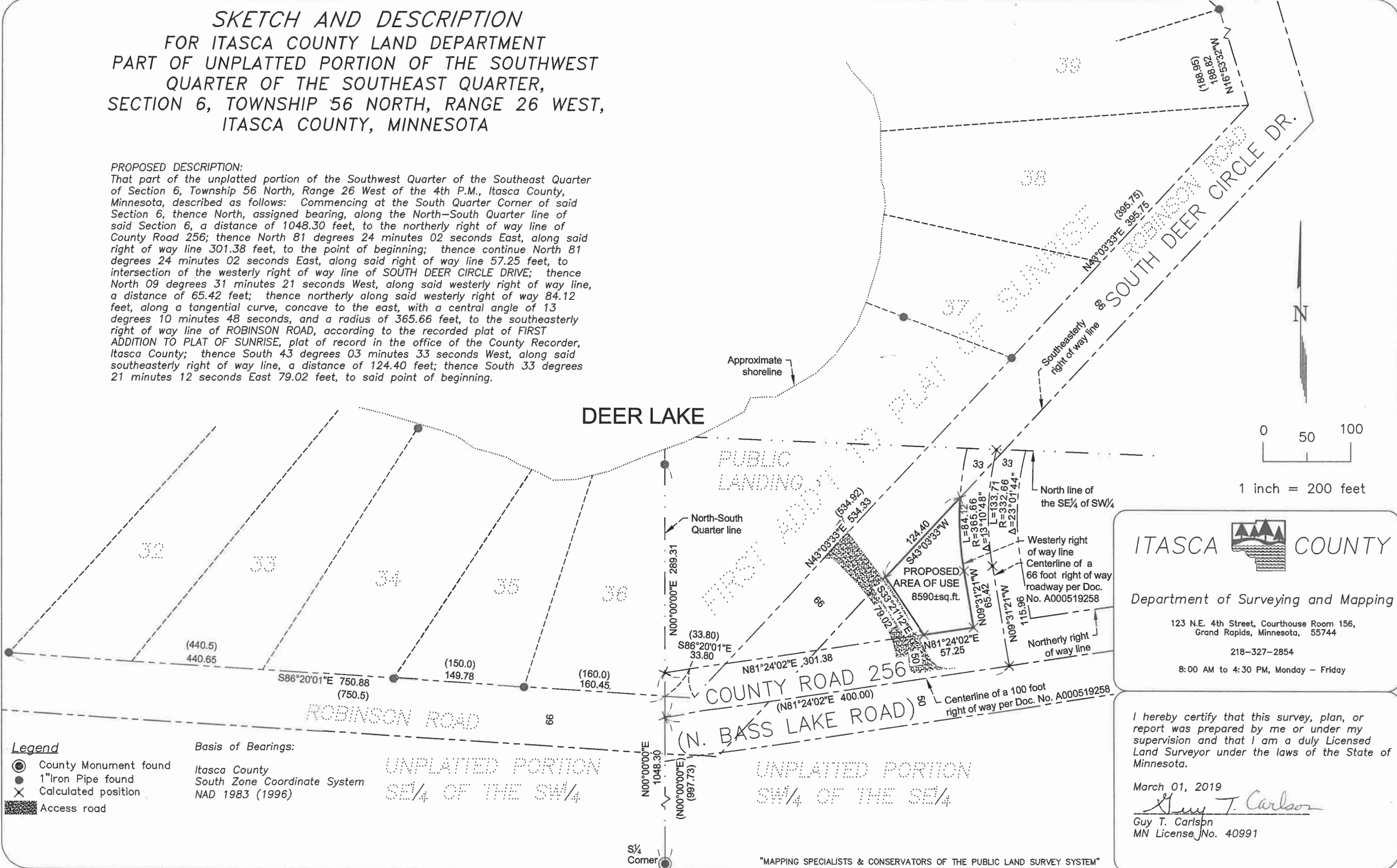
Notary Public, Itasca County, MN

Drafted by: Michael Gibbons, Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

SKETCH AND DESCRIPTION
FOR ITASCA COUNTY LAND DEPARTMENT
PART OF UNPLATTED PORTION OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER,
SECTION 6, TOWNSHIP 56 NORTH, RANGE 26 WEST,
ITASCA COUNTY, MINNESOTA

PROPOSED DESCRIPTION:

That part of the unplatted portion of the Southwest Quarter of the Southeast Quarter of Section 6, Township 56 North, Range 26 West of the 4th P.M., Itasca County, Minnesota, described as follows: Commencing at the South Quarter Corner of said Section 6, thence North, assigned bearing, along the North-South Quarter line of said Section 6, a distance of 1048.30 feet, to the northerly right of way line of County Road 256; thence North 81 degrees 24 minutes 02 seconds East, along said right of way line 301.38 feet, to the point of beginning; thence continue North 81 degrees 24 minutes 02 seconds East, along said right of way line 57.25 feet, to intersection of the westerly right of way line of SOUTH DEER CIRCLE DRIVE; thence North 09 degrees 31 minutes 21 seconds West, along said westerly right of way line, a distance of 65.42 feet; thence northerly along said westerly right of way 84.12 feet, along a tangential curve, concave to the east, with a central angle of 13 degrees 10 minutes 48 seconds, and a radius of 365.66 feet, to the southeasterly right of way line of ROBINSON ROAD, according to the recorded plat of FIRST ADDITION TO PLAT OF SUNRISE, plat of record in the office of the County Recorder, Itasca County; thence South 43 degrees 03 minutes 33 seconds West, along said southeasterly right of way line, a distance of 124.40 feet; thence South 33 degrees 21 minutes 12 seconds East 79.02 feet, to said point of beginning.



ITASCA COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

218-327-2854

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

I hereby certify that this survey, plan, or report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

March 01, 2019

Guy T. Carlson
Guy T. Carlson
MN License No. 40991



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-80

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, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3486

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Shane Zahrt

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Shane Zahrt.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

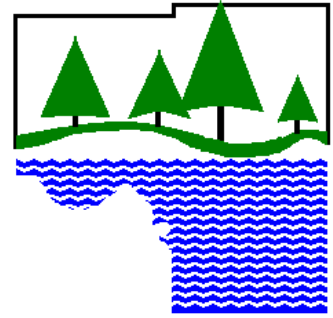
SUPPORTING DOCUMENTATION:

1. 2024 Legislative Priorities FINAL

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 2024 Legislative Priorities FINAL

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over \$40,000 per month with little or no input from the County.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Tort Law Updates
- EMS Funding
- Discussions with State/DNR Re: Wolf Issue
- Harvest Tax for moving resources from one county to another
- Sunset of Coal Generation Electricity
- Hennepin vs Tyler Resolution
- Trails & Tourism Relative to Insurance



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-180

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: John Johnson, Chair

AGENDA ITEM:

County Attorney Appointment Committee

BOARD ACTION REQUESTED:

Assign a chair person to the County Attorney Appointment Committee.

BACKGROUND:

County Attorney Matti Adam has accepted a position with the Ninth Judicial District Court.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Assign Commissioner Casey Venema as Chair person to the County Attorney Appointment Committee.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-159

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Matti Adam, Janet Borth

AGENDA ITEM:

Memorandum of Agreement with Itasca County Attorney Employees Association

BOARD ACTION REQUESTED:

Approve the Memorandum of Agreement between Itasca County and Itasca County Attorney Employees Association.

BACKGROUND:

At the March 26, 2024, Board meeting, action was taken to approve an accelerated career ladder reassignment for two current County Attorneys based on their work performance and increased workload due to the number of vacant positions in that department. The attached Memorandum of Agreement is supported by Itasca County Attorney Employees Association, and Board approval is being sought in order to place these employees at a Step 4 in their respective grade levels as a one-time advanced placement due to the unprecedented and unique personnel challenges in that department.

Per the Board's request for additional information, budget implications for approving this Memorandum of Agreement are as follows:

Employee #1 - Promotional increase from Intermediate (Grade 13) to Senior (Grade 15):

Salary level increase based on contract language: \$88,878.40 to \$89,689.60

Salary as requested if MOA : \$88,878.40 to \$100,172.80

Additional annualized cost differential for 2024: \$10,483.20

Employee #2 - Promotional increase from Entry (Grade 12) to Intermediate (Grade 13):

Salary level increase based on contract language: \$77,459.20 to \$79,622.40

Salary level increase if MOA approved as presented: \$77,459.20 to \$85,654.40

Additional annualized cost differential for 2024: \$6,032.00

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Memorandum of Agreement on assistant county attorneys special placement(4303551.1) (002)

04/09/2024

RESULT:

RECOMMENDED FOR

DISCUSSION/INFO NEXT: 04/23/2024 2:30 PM

MEMORANDUM OF AGREEMENT
Between the County of Itasca and
Itasca County Attorney Employees Association

(One-Time Advanced Placement for Jacob Fauchald
and Cassidy Villeneuve)

This Memorandum of Agreement is entered into between Itasca County (hereinafter “the County”) and Itasca County Attorney Employees Association (hereafter “the Union”).

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the Itasca County Attorney’s Office has experienced unprecedented recruitment and retention challenges in Assistant County Attorney positions; and

WHEREAS, the Itasca County Attorney’s Office currently has three vacancies in the Assistant County Attorney position and only three incumbent Assistant County Attorneys; and

WHEREAS, as a result of the unprecedented vacancies in this position, incumbent Entry Attorney Cassidy Villeneuve and Intermediate Attorney Jacob Fauchald have been tasked with caseloads, a volume of court hearings, a complexity of the nature of the matters presented to the Itasca County Attorney’s Office, and the need to respond to significant and emergent matters, well beyond the corresponding years of service associated with their employment placement as outlined in the Assistant County Attorney – Entry/Intermediate/Senior job description; and

WHEREAS, these two attorneys have demonstrated work performance and a response to the increased work load well beyond their currently recognized years of service; and

WHEREAS, there are existing vacancies in the Intermediate and Senior Attorney positions; and

WHEREAS, in response to this unique factual situation, the County has determined that the individuals should be promoted by action of the County Board on March 26, 2024 as follows:

Jacob Fauchald should be promoted from Assistant County Attorney Intermediate to Assistant County Attorney Senior; and

Cassidy Villeneuve should be promoted from Assistant County Attorney Entry to Assistant County Attorney Intermediate; and

WHEREAS, the County approached the Union about a one-time exception to the placement of the two promoted individuals without regard to the application of Article 26, Section 26.7; and

WHEREAS, the Union has agreed to an exception based on the unique factual situation presented; and

NOW, THEREFORE, the parties have agreed to the following:

1. Placement of the promoted employees upon the effective date of their promotions will be as follows:

Jacob Fauchald's promotion from Assistant County Attorney Intermediate to Assistant County Attorney Senior will result in placement at Grade 15, Step 4.

Cassidy Villeneuve's promotion from Assistant County Attorney Entry to Assistant County Attorney Intermediate will result in placement at Grade 13, Step 4.

2. The "salary anniversary date" for the Assistant County Attorneys will continue to be January 1 of each year pursuant to Article 14 of the collective bargaining agreement.
3. The placement outlined in this Memorandum of Agreement will not impact the application of benefit accruals, seniority or other provisions of the collective bargaining agreement other than the placement of the individuals on the pay plan.

The parties recognize that this Agreement is the result of factually unique circumstances and shall not operate as a waiver of management or union rights. The parties specifically acknowledge that the placement noted in this Memorandum of Agreement is without regard or application of the provisions of the collective bargaining agreement. Further the parties specifically agree that this Agreement will not establish any precedent, may not be utilized as an aid to interpret language in the collective bargaining agreement or operate as evidence of past practice. This Agreement will apply to and impact only the two identified incumbents.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

For the Union

Dated _____

Dated _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-178

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Katie Benes

AGENDA ITEM:

Public Hearing Re: Zoning Ordinance Text Amendment Submitted by Karl Larsen/Lake Academy

BOARD ACTION REQUESTED:

The Planning Commission conducted a public hearing on the Ordinance text amendment on Wednesday, April 10, 2024, at 9:00 a.m. in the Itasca County Boardroom. The Planning Commission has supplied a report to the County Board in writing and within 30 days of the close of the public hearing. Upon the filing of the report by the Planning Commission, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.

BACKGROUND:

The proposed text amendment to the Zoning Ordinance was initiated by Karl Larsen/Lake Academy and would be an additional conditional use in Section 5.6.5 of the shoreland overlay district. The Planning Commission is unanimously recommending approval of the proposed text amendment language. See attached report.

COUNTY ATTORNEY REVIEW: YesYes and/or Pending

SUPPORTING DOCUMENTATION:

1. Additional Info -Karl Larsen.Lake Academy
2. Text Amendment SIGNED

Motion To: Adopt the Resolution Re: Adoption of Zoning Text Ordinance Amendment(effective May 1, 2024) relative to conditional uses in the Shoreland Overlay District, Article 5.6.5 and adopt the findings of fact and recommendations presented by the Planning Commission.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

RESOLUTION 2024-21

**RE: ADOPTION OF ZONING TEXT ORDINANCE AMENDMENT (EFFECTIVE MAY 1, 2024)
RELATIVE TO CONDITIONAL USES IN THE SHORELAND OVERLAY DISTRICT, ARTICLE 5.6.5**

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

WHEREAS, on March 18, 2024, an application for a text amendment to Article 5.6.5 of the Zoning Ordinance was initiated by Karl Larsen/Lake Academy, the text amendment would allow a conditional use not listed in the shoreland overlay district. The proposed language of the text amendment reads as follows:

“Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut public water and shall be located a distance of over 200 feet away from public water.”

WHEREAS, an amendment not initiated by the Planning Commission shall be referred to it for study, public hearing and report back to the County Board in writing;

WHEREAS, pursuant to the provisions of Minnesota Statutes, Sections, 13D.04, 375.51, 394.26 and the Itasca County Zoning Ordinance, public notice of the hearing was sent to the municipalities, organized townships and the Planning Commission/Board of Adjustment distribution list on March 18, 2024 and notice of the public hearing was published in the county newspaper, The Grand Rapids Herald Review on March 24, 2024 and the Scenic Range NewsForum on March 28, 2024, informing the public of the April 10, 2024 public hearing;

WHEREAS, at the April 10, 2024, Planning Commission public hearing, the commission unanimously voted to recommend the text amendment and report back to the County Board in writing at their April 16, 2024 public hearing;

WHEREAS, pursuant to the provisions of Minnesota Statutes, Sections, 13D.04, 375.51, 394.26 and the Itasca County Zoning Ordinance, public notice of the County Board hearing was sent to the municipalities, organized townships and the Planning Commission/Board of Adjustment distribution list on March 18, 2024 and notice of intent/enact and public hearing was published in the county newspaper, the Grand Rapids Herald Review on March 24, 2024 and the Scenic Range NewsForum on March 28, 2024 informing the public of the April 16, 2024 public hearing and Intent to Enact;

WHEREAS, on April 16, 2024, at 2:30 pm, in the County Board Room of the Courthouse, City of Grand Rapids, MN, the County Board of Commissioners held a public hearing to receive input; and

NOW THEREFORE BE IT RESOLVED, that the County Board of Commissioners hereby enacts, ordains and adopts the text amendment to Section 5.6.5 of the Itasca County Zoning Ordinance, and which amendments accompany this resolution and relate to conditional uses in the shoreland overlay district.

BE IT FURTHER RESOLVED that the title and a summary of these amendments shall be published at least once as part of the proceedings of the meeting at which the ordinance was enacted together with notice of the following: A printed copy of these amendments marked as the official copy together with a copy of the entire ordinance shall be filed with, and is available for inspection and use by any person during regular office hours at the Office of the Itasca County Auditor.

BE IT FURTHER RESOLVED that these amendments shall take effect on May 1, 2024.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives
ABSENT:	Terry Snyder, 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 16th day of April 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 16th day of April A.D. 2024.



Administrator

Itasca County Application for Text Amendment (2024.02.23)

Itasca County Environmental Services
123 NE 4th Street, Grand Rapids, MN 55744
Phone: (218) 327-2857
Fax: (218) 327-7331

The undersigned hereby makes an application to amend the text of the Itasca County Zoning Ordinance in accordance with Article 20 of said ordinance.

Applicant: Karl Larsen Phone: _____
Address: 20284 River Road, Grand Rapids, MN 55744

Explanation of Proposed Amendment:

LAKE Academy was established in August of 2023 and approved for a Conditional Use Permit for a Day Care II facility for up to 16 students. Due to a significant increase in interest from residents to send their students to LAKE Academy, we are looking to expand. LAKE Academy provides an opportunity for students to learn in an environment that compliments all of the reasons we live in this area; hands-on, project based learning, education outdoors and daily exploration, just to name a few. We are proud to offer this enhancement to educational opportunities for our community and appreciate the thoughtful support to review this application allowing us the ability to expand our educational campus. This proposal includes the option to expand within 1000 feet of the lake (shoreland overlay zone). In order to realize a more centralized campus, we are pursuing a text amendment to Article 5.6.5: Educational Facility.

Reason for the Amendment:

To allow us to expand and centralize our campus and classroom buildings to within the shore land zoning district.

Written Language of the Amendment (Noting language to be added to text and language to be deleted from text):

Text Amendment to Article 5.6.5: Educational Facility for children age 5-18. The property for these educational facilities shall not abut the shoreline of any lake, river or stream and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream.

The application fee of \$750 must be paid at time of application. Checks payable to Itasca County Auditor Treasurer.

Applicant Signature: Karl Larsen Date: 3/5/2024

Return to:
Itasca County Environmental Services
123 NE 4th Street, Grand Rapids, MN 55744

FOR OFFICE USE ONLY	
Date received:	<u>3/18/24</u>
Received by:	<u>JD</u>
Payment:	<u>\$750.00</u>

In Re:

FINDINGS OF FACT, CONCLUSIONS OF LAW,
RESOLUTION AND ORDER

Text Amendment application for: Karl Larsen/Lake Academy, 20284 River Road, Grand Rapids, MN 55744
Property Location/Address: Same

The application for a text amendment in the Zoning Ordinance came before the Planning Commission/Board of Adjustment at their regular meeting on 4/10/2024 with Brook and Kelly Kirwin present as representatives. Also present were Board Members Maasch, Bellomy, Butterfield and Oja; and Environmental Services Director Katie Benes. The text amendment relates to conditional uses within the shoreland area of Section 5.6.5 of the Zoning Ordinance.

Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. On 3/18/2024, Karl Larsen submitted an application for a text amendment to the Itasca County Zoning Ordinance. The proposed text amendment to the Zoning Ordinance would be an additional conditional use in Section 5.6.5 of the Shoreland Overlay District. The written language of the proposed text amendment would be as follows:

“Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut the shoreline of any lake, river or stream and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream.”
2. Section 20.2 of the Zoning Ordinance regulates Text Amendments under the following criteria:

20.2.1 The County Board or Planning Commission may initiate a text amendment to this Ordinance. An amendment not initiated by the Planning Commission shall be referred to it for study, public hearing and report back to the County Board in writing.

20.2.2 Public hearings on text amendments by the Planning Commission, including requirements of notice to the public, shall be conducted pursuant to Minnesota Statutes regulating the adopting of ordinances by Counties and by the standards set forth in Article 18 of this Ordinance.

20.2.3 After conducting a Public Hearing on an Ordinance text amendment, the Planning Commission shall report in writing to the County Board within 30 days of the close of the public hearing. Upon filing of a report by the Planning Commission, the County Board, in the manner prescribed by Minnesota Statutes, may by resolution adopt the amendment or any portion thereof as it deems advisable.
3. As per the Comprehensive Land Use Plan (CLUP) the Natural Resources Goal is to promote land and water uses that result in the sustainable use of natural resources, balancing development and environmental commitment to conserve and enhance the natural beauty and resources of the County for this and the next one-thousand years.

Findings of Fact, Conclusions of Law Order & Resolution for Text Amendment initiated by Karl Larsen/Lake Academy

4. Correspondence dated 4/4/2024 was received from the DNR with approval of the proposed amendment with the below revision:

“Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut public water and shall be located a distance of over 200 feet away from public water.”
5. Notice of the 4/10/2024 Planning Commission public hearing was sent to all organized townships, municipalities, ICOLA, DNR, Western Mesabi Mine Planning Board, Bigfork River Board and Mississippi Headwaters Board and the Planning Commission/Board of Adjustment Distribution List on 3/18/2024.
6. Notice of the 4/10/2024 Planning Commission meeting/public hearing and the 4/16/2024 County Board public hearing was published in the 3/24/2024 issue of the *Grand Rapids Herald Review* and the 3/28/2024 issue of the *Scenic Range NewsForum*.
7. The County Board will conduct their public hearing at their work session on Tuesday, 4/16/2024, at 2:30 p.m. in the County Board Room of the Courthouse.
8. Per Section 20.3.2, upon the filing of a report by the Planning Commission/BoA or upon expiration of the 30-day period, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.
9. In accordance with Minnesota Statue 15.99, Itasca County must approve or deny the text amendment application within 60 days of submission which is 5/17/2024.
10. The record consists of:
 - PCBA 01- Text Amendment application submitted 3/18/2024 (2 pgs.);
 - PCBA 02- Notification letter and application (2 pgs.);
 - PCBA 03- Correspondence dated 4/4/2024 from DNR and amendment revision (5 pgs.);
 - PCBA 04- Published legal notices (4 pgs.);
 - PCBA 05- DNR Ordinance Amendment application (4 pgs.);
 - PCBA 05- Staff report dated 4/5/2024 (2 pgs.);

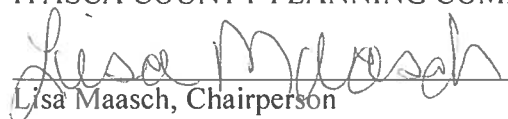
RESOLUTION

Now therefore, Butterfield/Oja motioned to recommend to the County Board approval of the text amendment submitted by the Karl Larsen/Lake Academy (as revised by the DNR) to add the additional language under conditional uses in Section 5.6.5:

“Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut public water and shall be located a distance of over 200 feet away from public water.”

As set forth in the 4/05/2024 staff report. Motion carried unanimously.

ITASCA COUNTY PLANNING COMMISSION


Lisa Maasch, Chairperson

4-11-24
Date

ATTEST:


Katie Benes, Environmental Services Director

4/10/24
Date

Text Amendment to the Zoning Ordinance/Karl Larsen/Lake Academy—The proposed text amendment to the Zoning Ordinance was initiated by Karl Larsen/Lake Academy and would be an additional conditional use to be listed in the shoreland overlay district in Section 5.6.5. Brook and Kelly Kirwin were present and explained they would like to expand their school due to demand and have purchased additional property to do so. It was clarified that the facility shall be located over 200' from public waters and a conditional use permit will also be required if the text amendment is approved.

Motion: Butterfield/Oja motioned to recommend to the County Board approval of the proposed text amendment as submitted by Karl Larsen (and revised by the DNR) as set forth in the 4/5/2024 staff report. Motion carried unanimously.

As per Section 20.2.3 of the Zoning Ordinance below:

After conducting a Public Hearing on an Ordinance text amendment, the Planning Commission shall report in writing to the County Board within 30 days of the close of the public hearing. Upon filing of a report by the Planning Commission, the County Board, in the manner prescribed by Minnesota Statutes, may by resolution adopt the amendment or any portion thereof as it deems advisable.

At 11:50 a.m., Butterfield/Bellomy motioned to adjourn, and motion carried unanimously.

By: Diane Nelson
Diane Nelson, Recording Secretary

5.6.5 Conditional Uses. The Planning Commission may consider approval of the following Conditional Uses in Shoreland Overlay Zoning Districts:

- A. Conservation Developments, Major;
- B. Conservation Developments, Noncompliant Minor;
- C. Educational Classroom Facility for safety training, classroom safety training in conjunction with youth firearms training, 4-H activities, adult firearm safety training, various governmental agencies firearms safety training and similar types of training activities. The property for these training facilities shall not abut the shoreline of any lake, river or stream and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream.
- D. Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut public water and shall be located a distance of over 200 feet away from public water.
- ~~E.-D.~~ Extractive Uses over one acre that meet the provisions of Section 3.13;
- ~~F.-E.~~ Fish Farms. Private Fish Farms if the underlying zoning district is Farm Residential, Recreational Commercial, or Light Industrial Commercial;
- ~~G.-F.~~ Group Homes II;
- ~~H.-G.~~ Home Occupations II as regulated by the underlying zoning district that meet the provisions of Section 3.14;
- ~~I.-H.~~ Houses of Worship; not to be located any closer than 350 feet away from the ordinary high water level (OWHL) of any lake, river or stream and for parcels that do not touch public waters;
- ~~J.-I.~~ New Resorts. The Planning Commission may consider approval of Conditional Use Permits of new Resorts on General Development and Recreational Development lakes, Big Fork River, and Mississippi River Scenic Class provided the underlying zoning district is Recreational Commercial, Light Industrial Commercial, or Industrial and only if they meet all of the following standards and Article 15A.3:
 - 1. Setback or screening. Uses without water-oriented needs must be located on parcels without public waters frontage or, if such uses are located on shoreland parcels with public waters frontage, these uses must either be set back double the normal ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer leaf-on conditions.
 - 2. Screening of parking. In addition to meeting impervious surface coverage limits, setbacks, and other applicable zoning standards, the uses must be designed to incorporate topographic and vegetative screening of parking areas and structures.
 - 3. Moorings. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need.
 - 4. Signs and lighting. Uses that depend on patrons arriving by watercraft may use signs and lighting to convey needed information to the public subject to the following general standards:
 - a. No advertising signs or supporting facilities for signs may be placed in or upon public waters;
 - b. Signs conveying information or safety messages may be placed in or on public waters by a public authority or under a permit issued by the Itasca County Sheriff;
 - c. When necessary signs may be placed within the shore impact zone if they are designed and sized to be the minimum necessary to convey needed information.

They must only convey the location and name of the establishment and the general types of goods or services available. The signs must not contain other detailed information such as project brands and prices, must not be located higher than 10 feet above the ground and must not exceed 32 square feet in size. If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination out across public waters; and

- d. Other outside lighting may be located within the shore impact zone or over public waters if it is used primarily to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination out across public waters. This does not preclude use of navigational lights.

~~K.J.~~ Storage of petroleum and hazardous materials. See Section 5.7.2;

~~L.K.~~ Temporary Borrow Areas that meet the provisions of Section 3.12; and

~~M.L.~~ Towers that meet the provisions of Article 14.

5.6.6 Prohibited uses. Uses not specifically listed in Sections 5.6.4-5.6.5 are prohibited in Shoreland Overlay Zoning Districts.

5.6.7 Minimum parcel area, width, and setbacks. Table 7 contains the minimum parcel area, parcel width, setback standards, maximum impervious surface coverage, and maximum heights. The minimum suitable area per parcel shall be 10,000 square feet. Suitable area is calculated by excluding all wetlands, bluff, major utility easements greater than 30 feet in width, or land below the OHWL of public waters. The minimum setbacks for dwellings from the side yards shall be 15 feet and 30 feet from the rear yards. The minimum side and rear yard setbacks for structures housing livestock shall be 100 feet from the nearest parcel lines. For accessory buildings setbacks see Section 3.17.7. Setbacks are measured from the closest part of the structure, including decks, eaves, or overhangs. See Table 7.



1201 East Hwy 2
Grand Rapids MN 55744

April 4, 2024

Diane Nelson
Environmental Services Specialist
Itasca County Courthouse
Grand Rapids, MN 55744

Re: Conditional Approval of Itasca County Shoreland Ordinance Amendment

Dear Diane:

Thank you for sending your proposed shoreland ordinance amendment to the DNR for conditional approval review. I am pleased to inform you that the proposed amendment is substantially compliant with the statewide rules and hereby approved, provided all of the conditions of approval in this letter are met.

Ordinance Evaluation

We have reviewed the following sections that you propose to amend in your draft ordinance received on April 2, 2024 for compliance with state shoreland rules (MR 6120.2500 – 6120.3900). Our conditional approval only applies to the specific sections listed below.

The Itasca County Shoreland Ordinance under Section 5.65 Conditional Uses part D. Educational Facility for children age 5 – 18.

Below are DNR comments and are also attached in the proposed Draft Amendment

D. Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut ~~the shoreline of any lake, river or stream~~ public water and shall be located a distance of over 200 feet away from ~~the OHWL of any public water, lake, river or stream.~~

- May want to be all inclusive by using the term "public water" this includes lakes, streams, rivers and public water wetlands. Shoreline" can have different meanings so can be omitted. Also the OHWL is inclusive to public water so can be omitted.
- Public water definition:
6115.0170 Subp. 31. Public water or public waters.
"Public water" or "public waters" means those waters of the state identified under Minnesota Statutes, section [103G.005](#), subdivision 15 or 15a, or [103G.201](#).

Revised 10/05/2022

Next Steps

Following are the steps for completing and receiving final DNR approval for your amendment:

1. Revise the amendment based on the conditions listed above under conditional approval.
2. The city council adopts the amendment revised according to the listed conditions.
3. Email the completed Ordinance Processing Checklist (attached) and the documents identified on the checklist within 10 days of city council) adoption to:
 - a. Rian Reed, Area Hydrologist. rian.reed@state.mn.us
 - b. Ordinance.review.dnr@state.mn.us
4. We will review the amendment adopted by the city council for consistency with the above conditions.
5. If the adopted amendments are consistent with the conditions, I will send you a "final approval" letter. State rules require DNR final approval of shoreland ordinances and amendments for those ordinances to be effective.

A shoreland ordinance is an important land use regulation that helps to protect surface water quality, near shore habitat, and shoreland aesthetics of Minnesota's public waters. We appreciate your efforts to protect these resources for all present and future Minnesotans. Rian Reed is available to assist with ordinance technical guidance and to consult with you on other land and water-related projects.

Sincerely,

Darrin Hoverson

Digitally signed by Darrin
Hoverson
Date: 2024.04.05 11:01:03 -05'00'

Darrin Hoverson
DNR EWR West District Manager

Attachments:

Proposed Ordinance with DNR comments
Ordinance Processing Checklist

c: Rian Reed, DNR Area Hydrologist
Ordinance.review.dnr@state.mn.us

5.6.5 Conditional Uses. The Planning Commission may consider approval of the following Conditional Uses in Shoreland Overlay Zoning Districts:

- A. Conservation Developments, Major;
- B. Conservation Developments, Noncompliant Minor;
- C. Educational Classroom Facility for safety training, classroom safety training in conjunction with youth firearms training, 4-H activities, adult firearm safety training, various governmental agencies firearms safety training and similar types of training activities. The property for these training facilities shall not abut the shoreline of any lake, river or stream and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream.
- ~~D.~~ Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut the shoreline of any lake, river or stream public water and shall be located a distance of over 200 feet away from public water the OHWL of any lake, river or stream.
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 - 2. Screening of parking. In addition to meeting impervious surface coverage limits, setbacks, and other applicable zoning standards, the uses must be designed to incorporate topographic and vegetative screening of parking areas and structures.
 - 3. Moorings. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need.
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 - a. No advertising signs or supporting facilities for signs may be placed in or upon public waters;
 - b. Signs conveying information or safety messages may be placed in or on public waters by a public authority or under a permit issued by the Itasca County Sheriff;
 - c. When necessary signs may be placed within the shore impact zone if they are designed and sized to be the minimum necessary to convey needed information.

Commented [RR(1)]: May want to be all inclusive by using the term "public water" this includes lakes, streams, rivers and public water wetlands. Shoreline" can have different meanings so can be omitted. Also the OHWL is inclusive to public water so can be omitted.

They must only convey the location and name of the establishment and the general types of goods or services available. The signs must not contain other detailed information such as project brands and prices, must not be located higher than 10 feet above the ground and must not exceed 32 square feet in size. If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination out across public waters; and

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~~K.J.~~ Storage of petroleum and hazardous materials. See Section 5.7.2;

~~L.K.~~ Temporary Borrow Areas that meet the provisions of Section 3.12; and

~~M.L.~~ Towers that meet the provisions of Article 14.

5.6.6 Prohibited uses. Uses not specifically listed in Sections 5.6.4-5.6.5 are prohibited in Shoreland Overlay Zoning Districts.

5.6.7 Minimum parcel area, width, and setbacks. Table 7 contains the minimum parcel area, parcel width, setback standards, maximum impervious surface coverage, and maximum heights. The minimum suitable area per parcel shall be 10,000 square feet. Suitable area is calculated by excluding all wetlands, bluff, major utility easements greater than 30 feet in width, or land below the OHWL of public waters. The minimum setbacks for dwellings from the side yards shall be 15 feet and 30 feet from the rear yards. The minimum side and rear yard setbacks for structures housing livestock shall be 100 feet from the nearest parcel lines. For accessory buildings setbacks see Section 3.17.7. Setbacks are measured from the closest part of the structure, including decks, eaves, or overhangs. See Table 7.

ORDINANCE PROCESSING CHECKLIST

Please complete, sign and return this checklist and all required documents to the DNR Area Hydrologist when completed. Please submit all documents by email.

1. _____ Date(s) of published public hearing notice(s).

2. _____ Date(s) of public hearing(s).

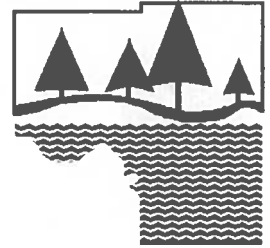
3. _____ Date of ordinance adoption. Email the adopted ordinance/ amendment with the signature of the chief elected official in PDF format.
4. _____ Date of newspaper publication of adopted ordinance/ amendment or ordinance amendment summary.

Signature of Clerk/Auditor

Name of Community

ITASCA COUNTY

Courthouse
Environmental Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-2857 Fax (218) 327-7331



March 18, 2024

To: Itasca County Township and Municipal Officials
Planning Commission/Board of Adjustment Members
Planning Commission/Board of Adjustment Members Distribution List

Re: Zoning Ordinance Text Amendment – Notice of Intent/Enact and Public Hearing

Dear Township and Municipal Officials:

Please be advised that a zoning ordinance text amendment has been initiated by Lake Academy. The Planning Commission will be holding a public hearing on Wednesday, April 10, 2024, at 9:00 a.m. in the Itasca County Boardroom, located at the courthouse, 123 NE 4th Street, Grand Rapids, MN. The result from this meeting will be presented to the County Board during their work session on Tuesday, April 16, at 2:30 p.m. in the Itasca County Boardroom. Text amendments are regulated in the Itasca County Zoning Ordinance under section 20.2:

20.2.1 The County Board or Planning Commission may initiate a text amendment to this Ordinance. An amendment not initiated by the Planning Commission shall be referred to it for study, public hearing, and report back to the County Board in writing.

20.2.2 Public hearings on text amendments by the Planning Commission, including requirements of notice to the public, shall be conducted pursuant to Minnesota Statutes regulating the adopting of ordinances by Counties and by the standards set forth in Article 18 of this Ordinance.

20.2.3 After conducting a Public Hearing on an Ordinance text amendment, the Planning Commission shall report, in writing, to the County Board within 30 days of the close of the public hearing. Upon filing of a report by the Planning Commission, the County Board, in the manner prescribed by Minnesota Statutes, may by resolution adopt the amendment, or any portion thereof, as it deems advisable.

Enclosed is a copy of the amendment application. Should you have any comments please mail them to the address above, or email diane.nelson@co.itasca.mn.us or katie.benes@co.itasca.mn.us.

Sincerely,

Katie Benes
Environmental Services Director

cc: Amanda Schultz, Deputy Clerk to the County Board
Austin Rohling, Itasca County Auditor/Treasurer

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)

) ss.

COUNTY OF ITASCA)

ITASCA COUNTY PLANNING
COMMISSION/BOARD OF
ADJUSTMENT
NOTICE OF PUBLIC HEARING
RELATIVE TO THE
ADOPTION OF A TEXT
AMENDMENT TO THE
ZONING ORDINANCE
RELATIVE TO CONDITIONAL
USES IN THE SHORELAND
OVERLAY DISTRICT

Brett Holum, being first duly sworn, on oath states as follows:

1. I am the Publisher of the Grand Rapids Herald Review, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

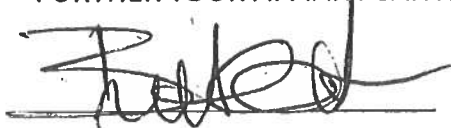
3. The dates of the month and the year and day of the week upon which the public notice attached/copies below was published in the

Sunday March 24th 2024

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$2.00 per 1-col line.

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, sub d. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.



[Signature]

Subscribed and sworn to before me on this
25th day of March 2024



Notary Public

PURPOSE: The Ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments. In accord with the Itasca County Comprehensive Land Use Plan, The proposed text amendment to the Zoning Ordinance was initiated by Karl Larsen/Lake Academy and would be an additional conditional use in Section 5.6.5 of the Shoreland Overlay District. The written language of the proposed text amendment would be as follows:

Educational Facility for children age 5-18. The property for these educational facilities shall not abut the shoreline of any lake, river or stream and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream.

Pursuant to Minnesota Statutes, Sections, 13D.04, 378.51, 394.25, 394.26 and the Itasca County Zoning Ordinance, the Itasca County Planning Commission will hold a public hearing on Wednesday, April 10, 2024 at 9:00 am in the County Board Room of the Courthouse, City of Grand Rapids, MN.

Interested persons are invited to attend the hearing to comment on the proposed Zoning Ordinance text amendment.

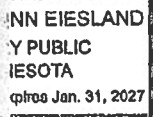
The proposed amendments shall be posted on the web at <http://www.co.itasca.mn.us> and available at the Environmental Services Department and Auditor's Office for public viewing during regular business hours.

If you have questions, or for copies of the proposed text amendment, please contact the Environmental Services Department at 123 NE 4th Street, Grand Rapids, MN 55744, telephone: (218)327-2857, fax: (218)327-7331.

Dated this 21st day of March, 2024.
Katie Borge, Environmental Services Director

C: Auditor/Treasurer Dept. (Attn: Heather Dahline with proposed text amendment and information)

HR March 24, 2024.....158033



AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)

) ss.

COUNTY OF ITASCA)

ITASCA COUNTY BOARD OF COMMISSIONERS
NOTICE OF INTENT TO ADOPT AND NOTICE OF PUBLIC HEARING
RELATIVE TO THE ADOPTION OF A TEXT AMENDMENT TO THE ZONING ORDINANCE
RELATIVE TO CONDITIONAL USES IN THE SHORELAND OVERLAY DISTRICT

PURPOSE: The Ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments, in accord with the Itasca County Comprehensive Land Use Plan. The proposed text amendment to the Zoning Ordinance was initiated by Karl Larsen/Lake Academy and would be an additional conditional use in Section 5.6.5 of the Shoreland Overlay District. The written language of the proposed text amendment would be as follows:

Educational Facility for children age 5-18. The property for these educational facilities shall not abut the shoreline of any lake, river or stream and shall be located a distance of over 200 feet away from the OHWL of any lake, river or stream.

On April 10, 2024 the Planning Commission will hold a public hearing and make a recommendation on the proposed text amendment of Section 5.6.5 of the Zoning Ordinance.

Pursuant to Minnesota Statutes, Sections, 13D.04, 375.51, 394.25, 394.26 and the Itasca County Zoning Ordinance, the Board of Commissioners will hold a public hearing on Tuesday, April 16, 2024 at 2:30 pm in the County Board Room of the Courthouse, City of Grand Rapids, MN.

Interested persons are invited to attend the hearing to comment on the proposed Zoning Ordinance text amendment.

The proposed amendments shall be posted on the web at <http://www.co.itasca.mn.us> and available at the Environmental Services Department and Auditor's Office for public viewing during regular business hours.

If you have questions, or for copies of the proposed text amendment, please contact the Environmental Services Department at 123 NE 4th Street, Grand Rapids, MN 55744, telephone: (218)327-2857, fax: (218)327-7331.

Dated this 21st day of March 2024
at Grand Rapids, Minnesota
Auditor/Treasurer Dept. (Attn: Leahy Dahlne (with proposed text amendment and information))

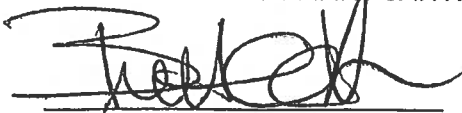
BARBARA LYNN EIESLAND
NOTARY PUBLIC
MINNESOTA
Commission Expires Jan. 31, 2027

Brett Holum, being first duly sworn, on oath states as follows:

1. I am the Publisher of the Grand Rapids Herald Review, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copies below was published in the

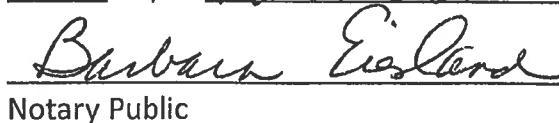
Sunday March 24th 2024
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:
\$2.00 per 1-col line.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, sub d. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.



[Signature]

Subscribed and sworn to before me on this
25th day of March 2024


Notary Public

AFFIDAVIT OF PUBLICATION

ITASCA COUNTY PLANNING
COMMISSION/BOARD OF
ADJUSTMENT
NOTICE OF PUBLIC HEARING
RELATIVE TO THE ADOPTION OF A
TEXT AMENDMENT TO THE ZONING
ORDINANCE
RELATIVE TO CONDITIONAL USES IN
THE SHORELAND OVERLAY DISTRICT

PURPOSE: The Ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments, in accord with the Itasca County Comprehensive Land Use Plan. The proposed text amendment to the Zoning Ordinance was initiated by Karl Larsen/Lake Academy and would be an additional conditional use in Section 5.6.5 of the Shoreland Overlay District. The written

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Interested persons are invited to attend the hearing to comment on the proposed Zoning Ordinance text amendment.

The proposed amendments shall be posted on the web at <http://www.co.itasca.mn.us> and available at the Environmental Services Department and Auditor's Office for public viewing during regular business hours.

If you have questions, or for copies of the proposed text amendment, please contact the Environmental Services Department at 123 NE 4th Street, Grand Rapids, MN 55744, telephone: (218)327-2857, fax: (218)327-7331.

Dated this 21st day of March, 2024
Katie Benes, Environmental Services
Director

C: Auditor/Treasurer Dept. (Attn: Heather Dahline with proposed text amendment and information)

Published 3/28

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Tony Fragnito or Kristina Loch, being first duly sworn, on oath states as follows:

1. I am the publisher of the Scenic Range News Forum, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied was published in the newspaper are as follows: 3/28/24
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$10.00 per column inch.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Kristina Loch

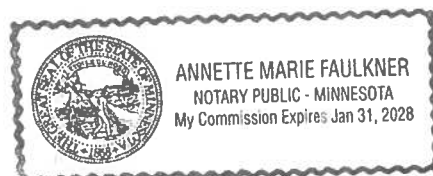
Tony Fragnito, Publisher
Kristina Loch

Subscribed and sworn to before me by Tony Fragnito or
Kristina Loch on this

2nd Day of April, 2024.

Annette M. Faulkner

(Notary Public)



AFFIDAVIT OF PUBLICATION

ITASCA COUNTY BOARD OF
COMMISSIONERS
NOTICE OF INTENT TO ADOPT AND
NOTICE OF PUBLIC HEARING
RELATIVE TO THE ADOPTION OF A
TEXT AMENDMENT TO THE ZONING
ORDINANCE
RELATIVE TO CONDITIONAL USES IN
THE SHORELAND OVERLAY DISTRICT

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Interested persons are invited to attend
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The proposed amendments shall be posted
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viewing during regular business hours.

If you have questions, or for copies of the
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(218)327-7331.

Dated this 21st day of March 2024
Katie Benes, Environmental Services
Director

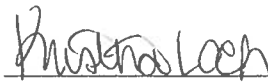
C: Auditor/Treasurer Dept. (Attn: Heather,
Dahline (with proposed text amendment
and information)
Amanda Schultz, Deputy Clerk of the
County Board (with proposed text amend-
ment and information)

Published 3/28

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Tony Fragnito or Kristina Loch, being first duly sworn, on oath states as
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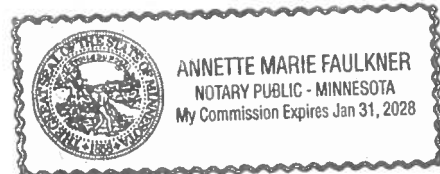
Tony Fragnito, Publisher
Kristina Loch

Subscribed and sworn to before me by Tony Fragnito or
Kristina Loch on this

2nd Day of April, 2024



(Notary Public)



-OFFICIAL PROCEEDINGS OF THE APRIL 16, 2024 ITASCA COUNTY BOARD MEETING
PERTAINING TO SUMMARY OF AMENDMENTS TO THE ITASCA COUNTY ORDINANCE
EFFECTIVE MAY 1, 2024
RELATIVE TO THE ADOPTION OF A TEXT AMENDMENT TO THE ZONING ORDINANCE RELATIVE TO
CONDITIONAL USES IN THE SHORELAND OVERLAY DISTRICT, ARTICLE 5.6.5

Notice is hereby given that pursuant to a Notice of Intent to Act, published in the Herald Review on Sunday, March 24, 2024 and the Scenic Range NewsForum on March 28, 2024 the Itasca County Board of Commissioners duly convened their public hearing on April 16, 2024, to officially adopt the proposed amendments to the Zoning Ordinance, as recommended by the Planning Commission/Board of Adjustment on April 10, 2024 as set forth in the proposed draft language to Article 5.6.5. The County Board, by unanimous decision, adopted said amendments to Article 5.6.5.

SUMMARY OF ORDINANCE: The following is only a summary of the Ordinance. The full text of the Ordinance is available for public inspection at the offices of the Itasca County Auditor/Treasurer and Environmental Services during regular office hours. The amendment to Article 5.6.5 is as follows:

“Educational Facility for children age 5 – 18. The property for these educational facilities shall not abut public water and shall be located a distance of over 200 feet away from public water.”

Effective Date: 5/1/2024

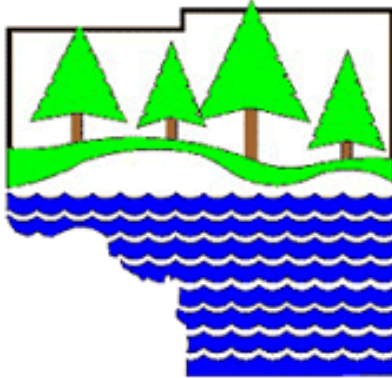
ITASCA COUNTY BOARD OF COMMISSIONERS

By:


John Johnson, County Board Chairperson

Attest:


Brett Skyles, County Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3583

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Resolution in Support of Including Woody Biomass as Eligible Energy Source

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Support for the Inclusion of Woody Biomass as a Qualifying Renewable Energy Source in the Renewable Energy Standard and Carbon Free Standard for submission to the Minnesota Public Utilities Commission.

BACKGROUND:

BACKGROUND & SUPPORTING INFORMATION:

- The Minnesota Public Utilities Commission is currently collecting public comment on implementing changes to the Renewable Energy Standard and the newly created Carbon Free Standard under Minnesota Statute 216B.1691.
- Minnesota forests provide the local means to support rural economies and to sustainably meet societal needs for goods and services. Locally sourced woody biofuels and bioenergy facilities provide local participation in energy production and help stimulate local job creation and economic impacts which is a requirement of Minnesota Statute §216B.1691, subd. 9.
- The use of local forest products industry and forest harvest residues as biofuels is globally considered to be one of the most cost-effective and ecofriendly methods of generating renewable bioenergy. Bioenergy from woody feedstock is already considered an eligible renewable energy source by the International Renewable Energy Agency.
- Replacing carbon-intensive fossil fuel energy sources, like coal, with renewable biomass feedstocks will provide a significant opportunity to reduce carbon emissions in Minnesota. There is an increased opportunity to meet the Carbon Free Standard for energy production by 2040 through converting coal-burning power plants to utilize renewable woody biomass as feedstock.
- Locating new bioenergy generating facilities in Itasca County where a fossil-fuel-generating plant is scheduled for retirement meets such requirements in Minnesota Statute §216B.1691, subd. 9.
- Designation of renewable woody biomass as a qualifying renewable carbon-free energy source in

Minnesota Statute §216B.1691 subd. 1(c) is an important assurance for utilities to make significant long-term investments in converting coal-fired power plants to these new energy sources.

- Renewable woody biofuel energy projects and facilities should be locally located in areas such as Itasca County which are close to the source of such feedstocks, and which minimize emissions associated with the transportation of materials to maximize carbon benefits.
- Minnesota’s forests already produce an abundance of renewable woody biomass materials in the form of mill residues, tree tops/ limbs, under-utilized species, and salvage from widespread forest pest damage (i.e. emerald ash borer, eastern larch beetle and spruce budworm).
- Abundant woody residues provide unique opportunities for use as biofuels for renewable energy production that would otherwise release carbon as waste products through incineration, being stockpiled or left on the ground.
- Renewable biofuel facilities will be necessary to provide more reliable and affordable electric service for consumers as required in Minnesota Statute §216B.1691 subd. 9, to supplement other eligible renewable energy sources that are subject to unpredictability of weather, etc. which limits their reliability and output.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

RESOLUTION 2024-22

Re: Support for the Inclusion of Woody Biomass as a Qualifying Renewable Energy Source in the Renewable Energy Standard and Carbon Free Standard

Whereas, Minnesota House File No. 7 became effective on February 7, 2023, with sections 3 through 16 of House File No. 7 amending Minnesota Statute 216B.1691, and

Whereas, the Minnesota Public Utilities Commission is currently collecting public comment on implementing said changes to the Renewable Energy Standard and the newly created Carbon Free Standard under Minnesota Statute § 216B.1691, and

Whereas, Minnesota's renewable energy objectives as defined within Minnesota Statute §216B.1691, subdivision 1(c) list biomass as a qualifying renewable energy source for eligible energy technologies to generate "carbon-free" electricity.

Therefore be it resolved, Itasca County recommends that the Minnesota Public Utilities Commission provide clarification to include renewable woody biomass, without limitations, as a qualifying biomass renewable energy source for "carbon-free" eligible energy technologies to maximize local benefits as required in Minnesota Statute §216B.1691, subdivision 9.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, John Johnson, Burl Ives
ABSENT:	Terry Snyder, 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 16th day of April 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 16th day of April A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-181

DEPARTMENT: Probation

TIME REQUESTED: 15 Minutes

PRESENTER: Kevin Glass, Mark Smith

AGENDA ITEM:

Comprehensive Plan for Probation in Itasca County

BOARD ACTION REQUESTED:

Receive and file the 2024 Comprehensive Plan for Probation in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. MWS Itasca 2024 Extension Program Agreement (1)
2. Itasca Power point (002) Probation
3. Itasca Comp Plan 3-19-24 (002)

04/16/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/23/2024 2:30 PM
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UNIVERSITY OF MINNESOTA
EXTENSION

Program Agreement

This Program Agreement along with its Exhibits and Addenda (the “Agreement”), dated as of the date of last signature (the “Effective Date”), is between the Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, through its Extension Center for Agriculture, Food and Natural Resources, Natural Resources – Forestry Team at 240 Coffey Hall, 1420 Eckles Avenue, St. Paul, MN 55108 (“**Extension**”) and Itasca County an Government, MN at 123 NE 4th Street, Grand Rapids, MN 55744 (“**Customer**”).

The Parties agree as follows:

1. **Program.** Extension shall provide Minnesota Woodland Steward: Itasca County 2024 program and Itasca County Landowner Conference. Program shall be delivered on August 2024 through November 2024 (MWS), and January 2025 (landowner conference). See Exhibit A for detailed description of program, as applicable, and responsibilities of Extension and Customer.
2. **Term and Notices.** The term of this Agreement shall commence on the Effective Date and shall expire on 1/31/2025 unless extended by mutual written agreement or terminated earlier according to Section 5. Notices shall be sent to the parties at the addresses above.
3. **Payment.** For the program described in Section 1, Customer shall pay University the program fee of twenty-five thousand and 0/100 Dollars (\$25,000). Compensation shall be paid in the following manner (check one of the following):
☐ ___% per installment on the following dates: .
☒ ___ Upon the completion of the Program
4. **Invoicing.** University shall deliver to Customer an invoice for the Program Fee, and Customer shall pay to University the Program Fee within thirty (30) days of the delivery of the invoice. Invoices shall be sent to: Brett Skyles, County Administrator, Administration, Itasca County(first and last); 123 NE 4th Street, Grand Rapids, MN 55744; Brett.Skyles@co.itasca.mn.us; and 218-327-7363.
5. **Cancellation/Termination.** Either party may cancel a specific program or terminate this Agreement by delivering to the other Party a written notice of cancellation within thirty (30) days prior to the Program. If Customer cancels for any reason less than 30 days before the Program, except for reasons beyond its reasonable control, Customer remains obligated for the full amount set forth in Section 3.
6. **Disclaimer of Warranty.** While the services will be performed in a professional manner, University makes no warranties, express or implied, concerning the goods and services provided under this program agreement, including, without limitation, implied warranties of non-infringement, of merchant ability and of fitness for a particular purpose.
7. **Liability** Each Party shall be solely liable for its and its employees, agents and contractors’ acts and omissions. In no event shall a Party be liable under this agreement for personal injury or property damages (except to the extent of the other party’s intentional acts) OR lost profits, lost business opportunity, lost data, incidental or consequential damages, of any kind. In no event shall a Party’s total liability for any and all direct damages exceed the amounts paid to University under this agreement.
8. **Indemnification.** Customer shall indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys’ fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by Customer (or any third party acting on behalf of or under authorization from Customer) of information, reports, deliverables, materials, products, or other results of University’s work to be performed or deliverables to be provided under this Agreement, or (ii) Customer’s infringement of a third party’s intellectual property rights or violation of any law, rule, or regulation in the provision of any materials to the University. In the event services are conducted for commercial use or purpose, Customer represents that Customer has in force a policy of general

liability insurance, with limits not less than \$1,000,000 each occurrence, and Customer agrees to furnish proof of insurance upon request.

9. **Governing Law and Forum.** The laws of the state of Minnesota shall govern this Agreement. The state courts in Hennepin County, Minnesota shall have exclusive jurisdiction on a suit brought under this Agreement.
10. **Use of University Logo and Ownership of Materials.** Customer shall not permit others to use University's name, marks, or logos or state or imply University approval or endorsement of Customer without the prior written approval of an authorized representative of the University. University retains and shall hold all rights, title and interest in any works or other intellectual property prepared or generated in connection with the Program. Company may not copy or distribute materials provided during or in connection with the Program without the express written consent of University. Customer may not copy or record the Program without the express written consent of University.
11. **Non-discrimination.** Customer attests that it is in compliance with Federal, State, and University civil rights laws, statutes, and policies and that its programs, facilities, and employment are accessible to anyone without regard to race, color, creed, religion, national origin, gender, age, marital status, familial status, disability, public assistance status, membership or activity in a local commission created for the purpose of dealing with discrimination, veteran status, sexual orientation, gender identity, or gender expression.
12. **Programs with Minors.** If the Program will be open to minors who are not accompanied by a parent or legal guardian, unless otherwise stated on Exhibit A, Customer shall be responsible for providing qualified, properly trained and responsible adults to supervise minors who are attending the Program to ensure minors are safe and comply with all rules, regulations, and procedures associated with the Program and the location where the Program will be held.
13. **Electronic Execution.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one Agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.
14. **General.** This Agreement represents the final and complete agreement of the Parties on the subject matter hereof; and this Agreement cancels, supersedes and revokes all prior oral or written negotiations, representations and agreements between the Parties relating to that subject matter. An assignment or amendment to this Agreement shall be void and without legal effect unless it is in writing and duly signed by both Parties. The Parties are acting as independent contractors and independent employers under this Agreement. A Party shall not have any authority to act for or bind the other Party in any respect.

Accepted and Agreed by the undersigned duly authorized representatives of the parties:

University:

Customer:

Regents of the University of Minnesota

Itasca County

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

EXTENSION

Program Agreement

Exhibit A

1. Extension shall provide the following:

1. Provide support to the Minnesota Woodland Steward Program

The Minnesota Woodland Steward program includes:

- Three in-person field tours held in Itasca County over the duration of the course.
- Three synchronous Zoom class sessions focused on special topics that occur online.
- 14 online content modules that are self-paced and focused on all aspects of forest stewardship.

This program is offered to private landowners and woodland stewards in and near Itasca County.

2. Plan and implement conference for landowners in and near Itasca County that offers several concurrent topical sections and opportunities to connect with Itasca County local service providers. Extension will be the primary organizer and will work with a steering committee of local partners to develop and deliver the conference.

2. Customer shall provide the following:

Facility and attendees

Introductions

Purpose of the Comprehensive Plan

- Provide a snapshot of services in Itasca County
- To stay connected with justice stakeholders
- Allow for stakeholder input and collaboration on strategic planning

FUNDING FORMULA

In the 2023 Legislative Session MN Statutes 244.19 and 401.10 were modified and established a new correctional supervision funding formula for the entire state of MN.

The new supervision formula included a capitated rate of \$5.62 per day for each person supervised for a felony level offense.

For each juvenile or person sentenced for an adult gross misdemeanor or misdemeanor offense, the capitated rate is \$2.81 per day which is 50% of the felony capitated rate which matched the maximum reimbursement to counties for salary and fringe costs for agents and one director position previously under MN Statute 244.19.

The funding formula did not include pre-trial supervision or diversion programs for funding.

FUNDING FORMULA

The capitated rate of \$5.62 breaks down as follows:

\$3.62 – includes agent salary and fringe

\$2.00 – includes administrative costs such as supervisor, management, current expenses, support staff salary and fringe.

In order to fund the new formula, the legislature approved 43.1 million in new funding. However, the funding fell short by over 13 million dollars.

Itasca County will receive a 50% reimbursement under the new funding formula which is almost double what had been received in the past.

COUNTY RESPONSIBILITY – MN STATUTE 244.19

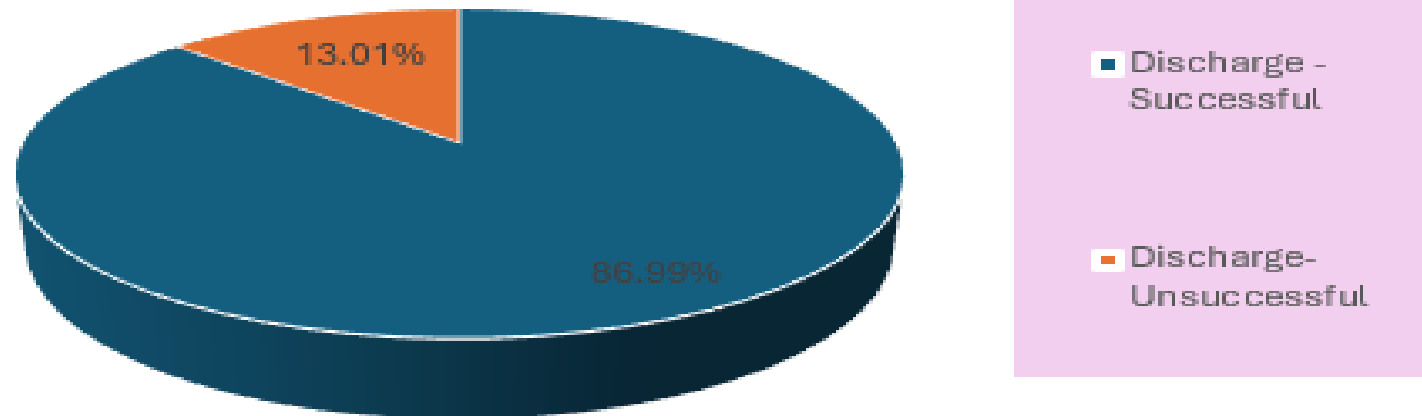
State Obligation	County Obligation
Supervision & case management of all adult felony level clients placed under supervision by the Court	Supervision and case management of all juveniles and adult misdemeanor/gross misdemeanor level clients placed under supervision by the Court
Employee Supervision & Human Resource Mgmt.	Office Space, Supplies, Equipment, Trainings, and Vehicles.
Reimbursement to counties based on the new funding formula	Salary/Benefits for Director, Probation Officers, Support Staff, and Administrative costs

Highlights

- Color Code Drug Testing
- Domestic Violence Pre-trial Sup Program
- Color Code at First Call for Help (FCFH)
- Decision Points (DP)(Cognitive Thinking Group-endorsed by best practices)
- Future Decision Points training with FCFH and Itasca County Jail
- Moving On(Cognitive Thinking Group for females-endorsed by best practices)
- Sex Offender Outpatient Treatment Groups
- IHHRT=Itasca Housing and Homeless Resource Team
- Child Protection Multidisciplinary Team
- Itasca County Child Protection-Sex Offense Screening
- ICSAIC-Itasca County Sexual Assault Interagency Council
- HTF/HRA
- Closing the GAP
- Criminal Justice Advisory Group
- Ninth Judicial Sex Offender Collaborative
- MN Sex Offender Supervision Collaborative
- Itasca County Chiefs Meeting
- Quarterly POR Compliance Checks
- Ross Resources-Truancy Diversion
- Recovery Specialist Program
- Collaboration with Public Health on Point in Time Study
- Leech Lake JDAI collaborative
- Leech Lake Probation Planning committee
- Itasca County Wellness Court

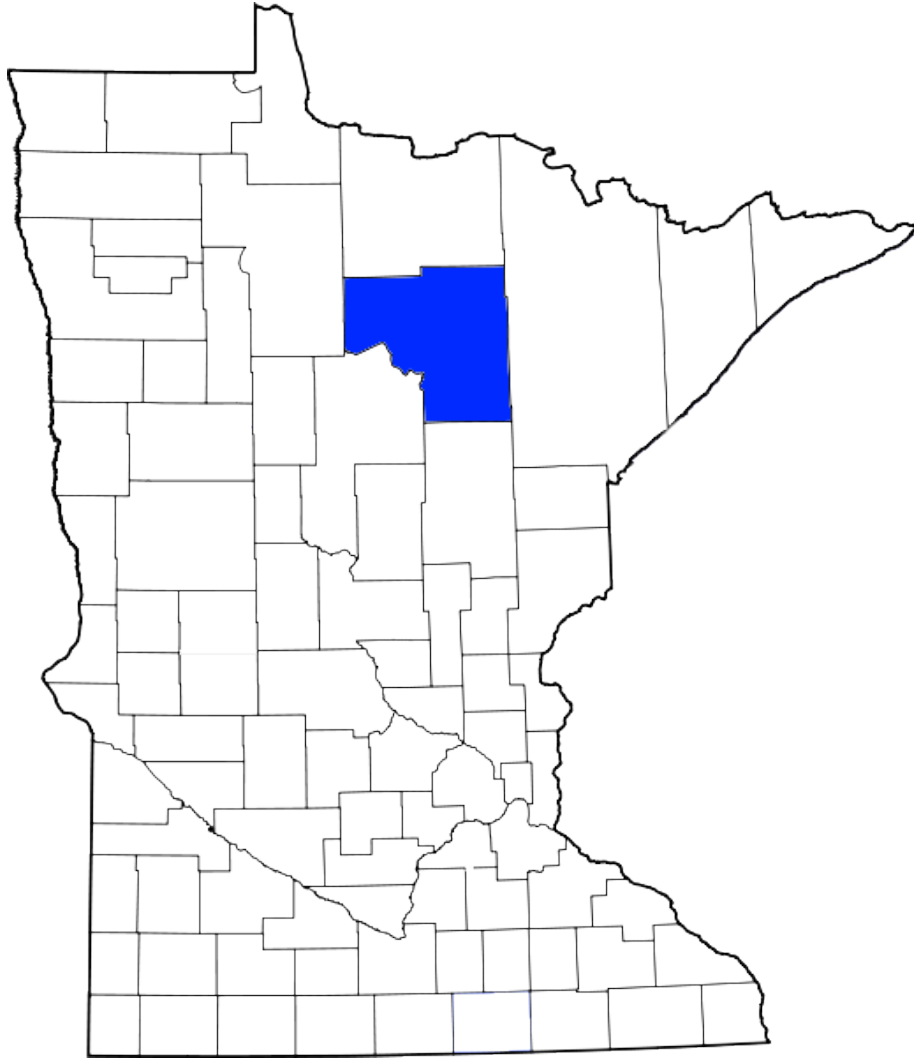
County Probation

2022 Adult Cases Successful/Unsuccessful



Questions/feedback/approval of comp plan

- Questions?
- Revisions
- Need recommendation for county board to accept and file comprehensive plan.



Itasca County
Comprehensive Plan
February 20, 2024

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Introduction

Race and Hispanic Origin		Itasca
White alone, percent		92.70%
Black or African American alone, percent(a)		0.50%
American Indian and Alaska Native alone, percent(a)		3.70%
Asian alone, percent(a)		0.40%
Native Hawaiian and Other Pacific Islander alone, percent(a)		0.20%
Two or More Races, percent		2.60%
Hispanic or Latino, percent(b)		1.80%
White alone, not Hispanic or Latino, percent		91.50%

Geography	
Population per square mile, 2020	16.9
Land area in square miles, 2020	2,667.74
FIPS Code	27061

County

Itasca County is a county located in the U.S. State of Minnesota. The County Seat is Grand Rapids. Itasca County is made up of 1.87 million acres of land and is the third largest County in Minnesota by total area. As of the 2022 US Census, the population was 45,014. Of that number, 9.8% of Veterans call Itasca County home. The local median household income is \$63,962, with 11.8% living at the level of poverty. Itasca County has a 76.7% school enrolled population enrolled in kindergarten to 12th grade. 24.7% of the population in Itasca County have received a bachelor's degree or higher.

Administration and Organization of Correctional Services

DOC Vision

Achieving justice through promotion of racial equity, restoration from harm, and community connectedness

DOC Mission

Transforming lives for a safer Minnesota

Itasca County Probation Vision

Providing community-based services and supervision that fosters positive change.

Itasca County Probation Mission

To deter further criminal behavior by utilizing evidence-based practices, holding offenders accountable, helping provide reparation to crime victims and their communities, and providing offenders with opportunities for rehabilitation, along with being a positive support for them.

244.19 PROBATION SERVICES AND OFFICERS.

Subd. 3. Probation officers; powers and duties.

All county and Tribal Nation probation officers serving a district court:

(1) must:

- (i) act under the orders of the court in reference to any person committed to their care by the court;
- (ii) provide probation services, including supervising juveniles committed to the commissioner of corrections, for all individuals on probation who reside in the counties and Tribal Nations that the officers serve;
- (iii) act under the orders of the commissioner in reference to any juvenile committed to their care by the commissioner;
- (iv) under the direction of the authority having power to appoint them, initiate programs for the welfare of persons coming within the jurisdiction of the court to prevent delinquency and crime and to rehabilitate within the community persons who come within the jurisdiction of the court and are properly subject to efforts to accomplish prevention and rehabilitation; and
- (v) under the direction of the court, cooperate with all law enforcement agencies, schools, child welfare agencies of a public or private character, and other groups concerned with preventing crime and delinquency and rehabilitating persons convicted of crime and delinquency;

(2) in the performance of their duties have the general powers of a peace officer; and

(3) are responsible for:

- (i) investigating any person as may be required by the court before, during, or after the trial or hearing and furnishing to the court information and assistance as may be required;
- (ii) supervising any person before, during, or after trial or hearing when directed by the court; and
- (iii) keeping records and making reports to the court as the court may order.

MN Statute 609.02 Definitions

Subd. 15. **Probation.** "Probation" means a court-ordered sanction imposed upon an offender for a period of supervision no greater than that set by statute. It is imposed as an alternative to confinement or in conjunction with confinement or intermediate sanctions. The purpose of probation is to deter further criminal behavior, punish the offender, help provide reparation to crime victims and their communities, and provide offenders with opportunities for rehabilitation.

MN Statute 244.195 Definitions

Subd. 10. Probation officer.

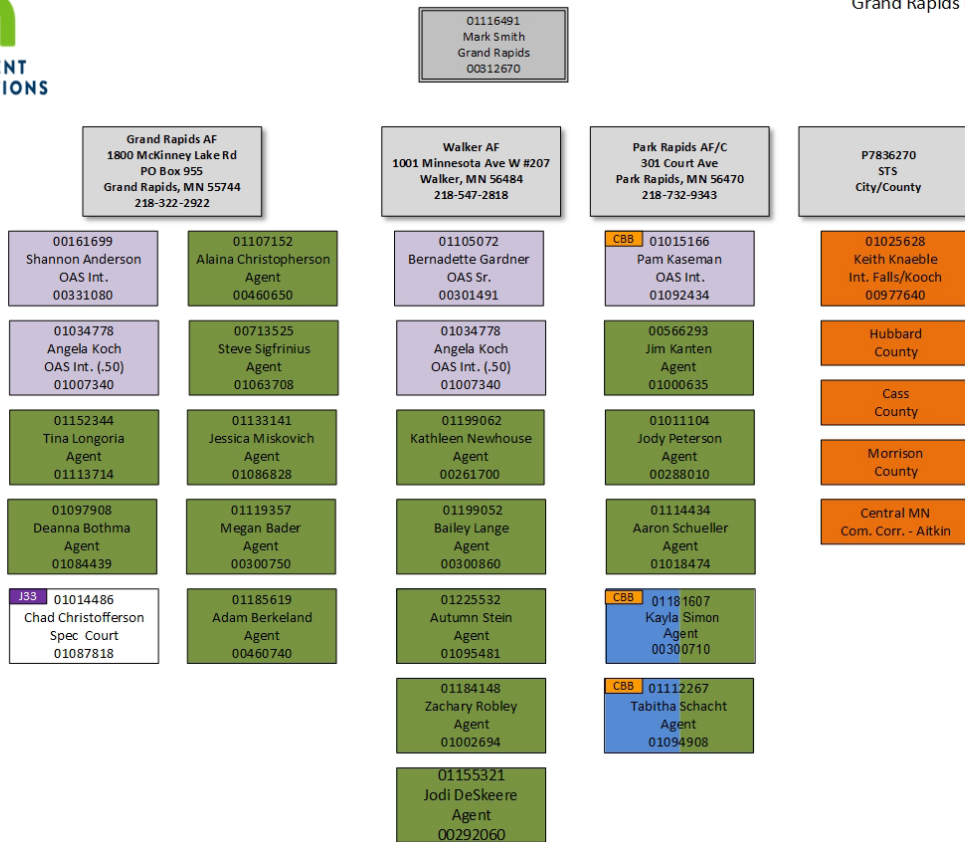
"Probation officer" means a county or Tribal probation officer or community supervision officer employed by a probation agency.

The Minnesota Department of Corrections (DOC) provides felony and supervised release supervision in 51 of the 87 Minnesota counties, and in 30 of those counties, the DOC also provides juvenile, and misdemeanor sentenced supervision. On any given day there are approximately 20,000 persons under probation and supervised release supervision. In addition, the DOC provides Intensive Supervised Release (ISR) supervision in 75 of the 87 counties for those persons that are released from prison with the highest level of risk for repeat sexual and violent offenses. The DOC also provides supervision in 82 of our 87 counties for those persons released from prison early to serve their time in the community after participating in the DOC Challenge Incarceration Program (CIP). Lastly, the DOC operates 21 Sentence to Service (STS) crews across the state. At the local level, the Itasca County DOC office is responsible for supervision and case management of clients who reside in Itasca County and are placed on probation for felony levels offenses. The DOC also supervises those clients who are on supervision for felony level offenses and are also placed on supervision for M/GM offenses. In addition, the MN DOC office in collaboration with the Intensive Supervised Release North Team, supervises all clients released from correctional facilities who return to Itasca County.

District Organization Chart



Grand Rapids District Org Chart



DOC Itasca County Organizational Chart

Name:

Mark Smith

Megan Bader

Adam Berkeland

Deanna Bothma

Chad Christofferson

Alaina Christopherson

Tina Longoria

Jessica Miskovich

Steve Sigrinius

Shannon Anderson

Angela Koch

Title:

District Supervisor

Corrections Agent Career

Corrections Agent Senior

Corrections Agent Career

Corrections Agent Career

Corrections Agent Career

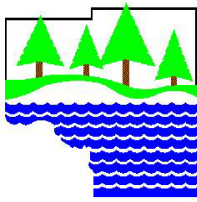
Corrections Agent Senior

Corrections Agent Career

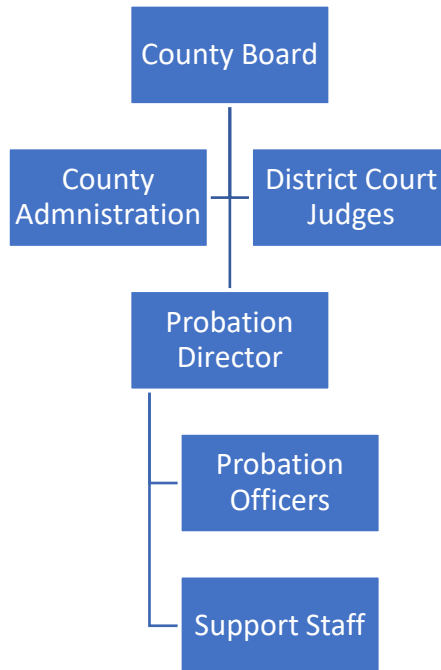
Corrections Agent Career

Office & Admin Specialist Int

Office & Admin Specialist Int



Itasca County's Organizational Chart



Itasca County Probation:

NAME:

Kevin Glass
Michelle Anderson
Tiana Carlson
Joshua Oja
Chelsea Rabey
Ryan Kruse
Todd Peralá
Emily Kurtz
Nevada Childs
Brenda Simonson
Rebecca McDonald
Open Position

TITLE:

Probation Director
Probation Officer Career
Probation Officer Career
Probation Officer Career
Probation Officer Career
Probation Officer Career
Probation Officer Career
Probation Officer Senior
Probation Officer
Legal Administrative Assistant
Legal Secretary
Receptionist

Pursuant to Minnesota Statute 244.19, and per the order of the Court, Itasca County Probation provides Probation Supervision to the following offense levels: Adult Gross Misdemeanor; Adult Misdemeanor; Juvenile Felony; Juvenile Gross Misdemeanor; Juvenile Misdemeanor; Juvenile Petty Offenses; and Juvenile Truancy cases. Itasca County Probation also supervises all levels of Pre-Trial Conditional Release Supervision for both Adults and Juveniles, with the majority of the cases being at the Gross Misdemeanor/Misdemeanor level for Adults.

Advisory Board

Itasca County Probation and Itasca County DOC are required to create and establish a local advisory board Pursuant to Statute 401.02 COUNTIES OR REGIONS; INCLUDED CORRECTIONAL SERVICES.

Subdivision 1. Qualification requirements.

(3) enact the appropriate resolutions to create and establish a local advisory board.

On 01/09/2024 Itasca County Probation and Itasca County DOC requested the Itasca County Board of Commissioners approve the resolution of the creation of the Probation Advisory Board, which was approved.

Advisory Board Members:

John Johnson- County Commissioner

Terry Snyder- County Commissioner

Brett Skyles- County Administrator

Matti Adam- County Attorney

Joe Dasovich- County Sheriff

Dave Holmbeck- Community Member

Layne Chiodo- State Public Defender Manager

Kyle Fairbanks- Leech Lake Representative

Eric Villeneuve- Health and Human Services Director

DOC Training Requirements:

Agents new to the DOC participate in a Statewide Training (STA) Academy. STA is spread out over three months, is hybrid in nature (courses in person & virtual platform) and consists of over 140 hours of instruction on evidence best practices (EBP) and how to effectively work with persons under supervision to assess and reduce their probability for future criminality, agent safety, as well as other general knowledge courses. Agents are required to complete 40 hours of training each year; 20 of which are to be EBP related. STS crew leaders are required to complete 40 hours of training, which includes an annual two-day Advanced Crew Leader training at Camp Ripley with instruction on chainsaws, tree felling, small engine repair, safety, and best approaches to working with clients and stakeholders. Support staff are required to complete 16 hours of training relevant to their position. See the FY 24 required training for Field Services in Appendix A.

County Training Requirements:

New Itasca County Probation Officers must complete the Statewide Training Academy within the first year of employment if not previously completed. Probation Officers are required to follow the Itasca County Probation Training Policy.

Overview of Supervision Population

See Appendix C

Strategic Planning at the State Level

Each county may have goals addressing specific needs in their community. As an agency, Field Services' main approach to transforming lives is targeting the drivers of criminality and providing interventions to address those needs to lower that person's level of risk for criminality. As with most agencies, it is not just knowing what those strategies are, but who to prioritize for resources and how to effectively implement those strategies with high fidelity within an organization that leads to greater success. These strategies are outlined below.

Use of Evidenced Based Practices with fidelity: (Normative Feedback)

All DOC Supervisors attended the Alliance for Community and Justice Innovation (ACJI's) Implementation Leadership Academy on best approaches to implementation and sustaining culture change and will continue with coaching from ACJI. For all DOC counties, one of the main objectives is to continue to ensure that staff are using evidenced best practices with fidelity. In fiscal year 2024, all DOC counties will be ensuring that staff review the risk assessment results with the person being assessed. (Normative Feedback). This helps the person under supervision have a better understanding of behaviors and thinking that place them at risk for ongoing criminality. At a local level, training is on-going in this area. We have started using a Normative Feedback entry that seeks to capture and identify the underlying thoughts and beliefs that are driving the behavior. This entry also serves as an on-going case planning process between the agent and the client.

Council of State Governments (CSG)- Justice Reinvestment Initiative

All three MN delivery systems have partnered together and are currently receiving technical assistance from CSG and the Bureau of Justice Assistance (BJA) to continue to implement the recommendations for MN made by CSG after assessing the state's supervision procedures through the Justice Reinvestment Initiative. Legislatively, an oversight body, the Community Services Advisory Council (CSAC), was created with specific goals. That oversight group will provide both direction and approve recommendations from various statewide workgroups. Technical assistance was awarded to all three delivery systems to implement a statewide risk/needs assessment tool. A workgroup was formed for this initiative and is actively working to implement one tool within the next year. All delivery systems have agreed to move forward with using the Level of Service/Case Management Inventory (LS/CMI) as MN's risk and needs tool. The workgroup is currently working to create a "Request for Proposal" for outside parties to submit interest in validating this tool for the State of MN. Once validated, MN will utilize this tool to determine risk and need areas and level of supervision for justice-involved adults. Additional tools may also be utilized for offense specific cases and other responsivity areas.

There is also a Phase II workgroup that is designated to assist in the implementation of many of CSG's original recommendations. Initially, this group is looking at creating a single standard of supervision for MN, regardless of what county/agency a client is supervised in. Additionally, implementation of a statewide behavior modification tool or incentives/sanctions grid is being considered.

CSG is also aiding Minnesota in development of statewide supervision outcome data. A statewide data committee has been established to create statewide outcomes that are able to measure supervision success and return on investment. The committee has worked with CSG staff to identify outcomes that impact success, such as housing or mental health rates, the percent of persons under supervision that are successfully completing cognitive behavior or other treatment services to address their pathways to criminality, and data on recidivism, violation rates, and percent of those who successfully completed required conditions of supervision. The committee is currently working on where the data is located, the ability to gather data statewide, and standards on data input for each agency to follow.

Lastly, ISR Transformation has been focused on supervision standards across all ISR agencies where the supervision is structured at an individual level rather than a "program." The purpose of ISR Transformation is to develop standards and guidelines for the administration of ISR that increases success (desistance), enhances equity, and appropriately

balances the need for public safety with person-centered approaches. ISR Transformation is currently working on implementing the changes established by the working group in CY 2024.

Strategic Planning at the Local Level

There have been several challenges to overcome in the last year around conversations on delivery system changes and the hiring of a new director for the Itasca County Probation Office. Together, we have embraced these challenges with the idea of working together to provide more consistency for the clients and community that we serve. We would like to note that Itasca County was the first County collaborating on the comprehensive plan where the DOC/CPO model exists. We are doing this to demonstrate that we are interested in doing what is best for the clients and community that we serve. This collaboration has allowed us to have more in-depth conversations with the local judiciary, county attorney's office, sheriff's department, local police departments, county jail, Leech Lake representatives and the County Board.

Below is a list of services that our offices are currently providing and/or collaborating in:

- Color Code Drug Testing
- Domestic Violence Pre-trial Sup Program
- Color Code at First Call for Help (FCFH)
- Decision Points (DP)
- Future DP with FCFH and in jail
- Moving On
- Sex Offender Outpatient Treatment Groups
- IHHRT=Itasca Housing and Homeless Resource Team
- Child Protection Multidisciplinary Team
- Itasca County Child Protection-Sex Offense Screening
- ICSAIC-Itasca County Sexual Assault Interagency Council
- HTF/HRA
- Closing the GAP
- Criminal Justice Advisory Group
- Ninth Judicial Sex Offender Collaborative
- MN Sex Offender Supervision Collaborative
- Itasca County Chiefs Meeting
- Quarterly POR Compliance Checks
- Ross Resources-Truancy Diversion
- Recovery Specialist Program
- Collaboration with Public Health on Point in Time Study

Itasca County Wellness Court is a post-plea specialty court which provides for a non-adversarial community-based approach to treat participants with drug/alcohol dependence violations of law. The overall goals of Wellness Court are rehabilitating substance use offenders utilizing a therapeutic/supportive approach, thereby reducing crime and recidivism through intensive probation supervision, frequent court appearances, substance use treatment/counseling, and drug/alcohol testing. DOC Agent Chad Christofferson and CPO Agent Michelle Anderson work together to provide enhanced supervision and accountability for the participants in this program.

The Mission of the Itasca County Wellness Program is to unite judiciary, criminal justice entities, substance use treatment providers, and the community to:

- Enhance public safety.
- Ensure offender accountability.
- Reduce the illicit substance use of non-violent addicted offenders.
- Restore offenders to law-abiding productivity.
- Reduce the financial impact on society.

Wellness Court recognizes the direct connection between substance use and crime, and the importance of providing rapid entry into appropriate levels of treatment for persons charged with felony drug possession, gross misdemeanor or felony DWI, and accompanying offenses. The Itasca County Wellness Court is one of only two drug/DWI courts in the nation that have a Joint Powers Agreement with a Tribal Court (Leech Lake Band of Ojibwe). Judge Sarah McBroom, District Court Judge, and Judge Michael Harralson, Leech Lake Tribal Court Judge, preside jointly over Itasca County Wellness Court hearings.

Participants must meet the following criteria:

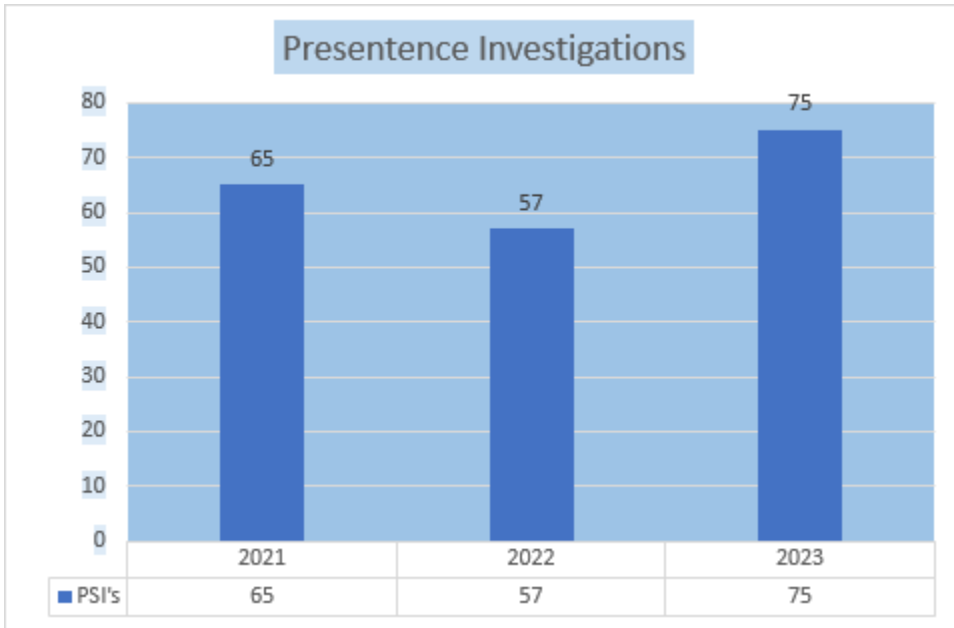
1. Felony possession of controlled substance crime in the 2nd, 3rd, 4th, or 5th degree, gross misdemeanor-controlled substance crime 5th degree or gross misdemeanor or felony level DWI crime involving an adult defendant
2. Resident of Itasca County or resides within a 20-mile radius of Grand Rapids
3. Non-violent criminal history
4. Comprehensive Chemical Health Assessment recommending treatment services
5. Voluntarily agrees to participate in Wellness Court

Pre-Trial, Diversion and Other Services

Pre-trial standards based on best practices focus on maximizing court appearances and providing referral for services, rather than release condition compliance. Please see Pre Trial-Best Practices in Appendix B.

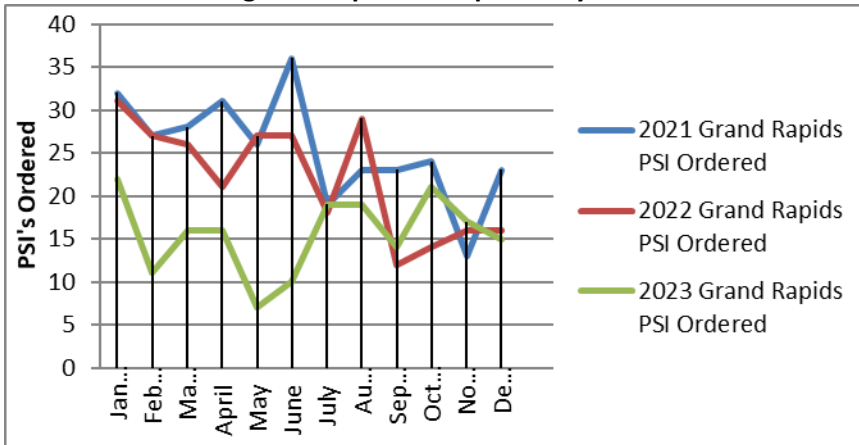
- Both probation offices serve the Court by providing pre-trial color code testing to clients who have not been convicted and are released to the community while their case works through the court process. These types of cases are typically DWI and Controlled Substance offenses. Over the past year, the MN DOC Office has partnered with First Call for Help (FCFH) to conduct UA tests on clients who are not currently under felony supervision. FCFH conducted 226 tests. Over 30 clients then took advantage of additional services offered by FCFH.
- Other types of offenses that are placed on Pre-Trial Supervision typically involve person offenses, such as a Domestic Violence offense.
- When the Court orders a Pre-Sentence investigation (PSI), we assign the report to an agent via rotation and based on area of the county where the client resides. Many times, the Court directs the client to report directly to our office, which is very much appreciated, as it assists in getting accurate and up to date contact information. Victim contact is included in this process to whatever extent the victim prefers. Additional collateral contacts are used to provide the Court with information needed to make the most informed decisions possible. A similar process is followed for juvenile Pre-Disposition Reports (PDI). The completed PSI/PDI is filed with the Court in accordance with Court rules.
- Juveniles placed on Pre-trial Conditional Release Supervision to Itasca County Probation typically have been charged with a serious person offense. Supervision can take place in the community or in an out of home placement when safety and other factors are involved. Probation will also utilize electronic monitoring when appropriate.

Presentence Investigations completed by County Probation

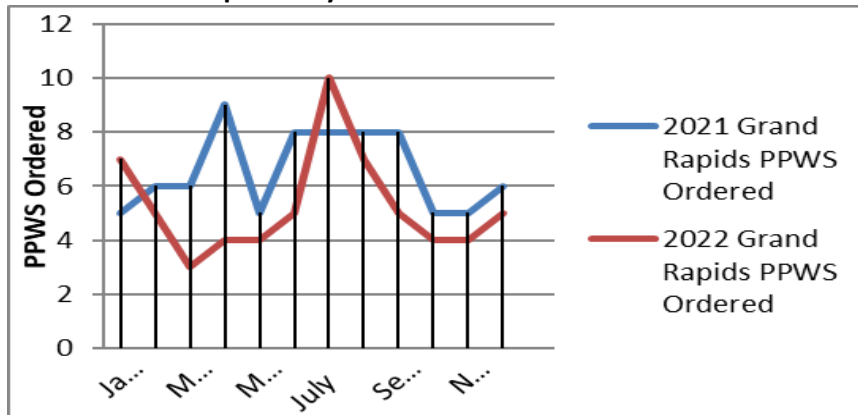


- Itasca County Probation completed 16 bail studies in 2023, 12 in 2022, 23 in 2021, and 1 in 2020. Probation is required to complete a bail study per statute on certain offenses. For Itasca County Probation, the majority of these types of cases are Misdemeanor & Gross Misdemeanor Domestic Assault cases.

Presentence Investigation reports completed by DOC.



Pre-Plea Worksheets completed by the DOC



- The MN DOC Office completed 108 bail studies in 2023, 115 in 2022, 123 in 2021 and 147 in 2020. These studies assist the Court by providing criminal history information needed to set bail.

Narrative of Core Interventions and Evidence-based Practices (EBP)

Probation uses risk, need, and responsivity principles for effective case management that adhere to the following:

The DOC Key Supervision Principles:

- **Use of validated risk needs and responsivity assessment tools that are validated and evaluated for disparities.**
Primary assessment tools are LS/CMI and Youth Level of Service/Case Management Inventory (YLS/CMI) as the overall tool for most persons under supervision. For sex-specific crimes, the DOC uses the Static 99 and Stable, and the DOC MNSTARR 2.0 for risk on supervised releasees from a MN Correctional Facility. Field Services' policy is to have the assessment completed within 30 days of the person being placed under supervision and reassessed annually for adults and every six months for juveniles. The CSAC has prioritized validation of the LS/CMI tool for MN's justice-involved population in 2024.
 - All agents have been trained to proficiency in the assessment tools specific to their caseloads. Supervision levels are established based on the clients' score; however, agents frequently adjust supervision to accommodate the day-to-day struggles that clients encounter and increase the level of support/contact based on observable risk. Working with clients to avoid further crisis or criminal activity promotes a stronger working relationship with the client, as well as lowering the risk to the public.
 - For DWI specific offenses Itasca County Probation uses the Impaired Driving Assessment (IDA) and Wellness Court utilizes the RANT.
- **Supervision intensity and case management contacts vary based on level of risk per normed cut off scores.**
Interventions are most effective in reducing recidivism when they match a person's assessed level of risk. The focus of supervision should be on moderate, moderate-high, and high-risk persons. Contacts include office, home, and virtual contacts. Low risk persons should receive support and assistance in completion of conditions that do not require a supervision agent to perform.
 - At a local level, the LSCMI is used to determine risk/supervision level. There is continued work to tie the criminogenic need along with case management services for the client (Normative Feedback and case planning process). Agents work at developing an alliance with the client to better address the ongoing stressors that face the client daily. Through this alliance, clients are more likely to work towards interventions and programming to address needs.

Supervision of adult's who commit a sex offense is typically supervised by the DOC. Itasca County Probation would supervise adults who have been placed on probation for a Gross Misdemeanor Criminal Sexual Conduct in the 5th Degree. There is one Probation Officer that supervises juveniles placed on probation for a sex offense. Approximately 30-35 juveniles are supervised on this caseload during a year.

- The MN DOC has two agents in Itasca County whose caseloads are dedicated to individuals who have committed felony level sex offenses. These agents supervise approximately 100 clients within the community.
- The responsibility of agents is to ensure compliance with conditions ordered as part of a client's probation or supervised release and provide clients opportunity for change while at the same time addressing public safety concerns. Agents work in collaboration with multiple agencies that provide a variety of services to help facilitate this change and promote public safety. Much of an agent's time is spent in the community

monitoring client behavior by conducting unannounced home/field visits. During these visits, agents have contact with not only clients, but also family members, employers, and other community members who interact with the client. This helps in assessing the progress of a client and addressing any possible concerns.

- Itasca County Probation recently changed Juvenile outpatient sex offender treatment providers in January 2024. As a result of the change, the County is saving a little over \$1,000 per week. The new provider is local which provides more flexibility during the week to meet for individual and family sessions.
- The DOC partners with CORE Professional Services to provide sex offender treatment groups for clients directed to complete this requirement as part of their conditions.
- Both the County Probation Officer and the DOC Agents participate in the treatment process with the provider to enhance supervision. Their role is to monitor how clients are progressing in treatment, identify high risk situations to better manage their case, approve/disapprove safe plans that are presented for activities clients want to do in the community, assess and make recommendations to treatment about the suitability of family members/friends to supervise offender's contact with minors, and have input into the work they have presented in treatment. Agents also attend weekly staffing's with the treatment provider so that any concerns with a particular client can be addressed.
- In addition to the above, agents work with several other agencies in Itasca County and throughout the state that help provide services/monitoring for sex offenders. The following is a list of some of the some of those duties:
 - Work with the Minnesota Bureau of Criminal Apprehension to keep clients in compliance with Predatory Offender Registration requirements and communicate with local law enforcement during quarterly residence checks that are required by statute.
 - Provide evidence to law enforcement when illegal material is observed on offender's electronic devices.
 - Participate in county-wide checks in collaboration with law enforcement to ensure clients are abiding by probation/supervised release conditions, and also pursue any outstanding warrants.
 - Make mandated reports required by statute to Itasca County Health and Human Services when a predatory offender will be residing with a minor, and coordinate with child protection on an appropriate level of contact/supervision/safe planning.
 - Collaborate with the Department of Corrections, Itasca County Victim's Services, and Support Within Reach to meet with victims to provide information during the court process and answer any questions they may have during supervision.
 - Provide training to agencies within the county regarding agent's role in the investigation/supervision of sexual offenders.
 - Attend bi-monthly meetings with other sex offender agents from the district and throughout the state to discuss issues as it relates to the supervision of sexual offenders and to discuss individual cases to help manage a particular case.

Adherence to general responsivity and providing cognitive behavior interventions.

- Both Itasca County Probation and Itasca County DOC use core correctional practices, motivational interviewing, and skill directed interventions that include modeling, practice, and homework. All DOC agents are trained and provided electronic Carey Guides and 170 agents have Tools on Devices.
- **Addressing specific responsivity such as mental health, housing, gender, and culturally specific services.**
 - The Minnesota Department of Corrections and Itasca County Probation support housing first initiatives and collaboration for addressing mental health needs, gender specific interventions that target unique pathways into the justice system and working with Tribal Nations on supervision and intervention partnerships. The DOC has four full-time staff that help work with persons and communities around

housing needs. DOC supervisors and staff that work closely with our Tribal Nations participated in Tribal Relations training offered by the University of Minnesota in this last year and DOC has started to track tribal affiliation in our data management system for future gap analysis of programming needs. Locally, the DOC has partnered with Leech Lake in the co-facilitation of 2 cognitive skills programs (Moving On and Decision Points). In addition, we are working with the Northwest Indian Community Development Center to provide better services for our Native clients returning from prison. The Healing House, which is in Bemidji, provides a safe place for Native women returning to the local community. They are provided clothing, housing, and services to assist them in reuniting with their children and finding a safe place to live. Our local DOC and CPO offices are partnering with Leech Lake with the development of a shelter care program in hopes to keep some children from being placed outside of their local reservation. Additionally, we have been working to identify spiritual advisors who can assist our local jails in setting up services for the Native population. We continue to engage our tribal partners in developing best practices around supervision of Native American clients and addressing specific needs. Additionally, we have been working with the Itasca County Jail to implement culturally appropriate services and supports as they look to open the new facility. The Itasca County Wellness Court operates under a joint powers' agreement with the Leech Lake Band and is a model program in this area.

- recently, probation is partnering with Itasca County public health and Leech Lake to develop and conduct some point in time studies to see what “drugs” are showing up in our area. This should assist us in providing better services to the clients and better education to our staff who are working with them to overcome their addiction. County Probation and DOC have been working collaboratively with Health and Human Services regarding homelessness in our Community and with the Leech Lake Band of Ojibwe.

- **Caseload sizes for supervision intensity should be capped based on normed supervision and task workload studies.** Minnesota Department of Corrections uses supervision workload points tracked in CSTS to manage caseload sizes.
 - As noted earlier, caseload numbers in Itasca County continue to be very high. On average each traditional DOC agent has over 100 clients they supervise. Many of these clients have multiple files and numerous conditions. Of concern, agents are spending most of their time completing documents for the Court. This takes time away from supervising and working with the clients in the community to make sure they are complying with directives of the Court and staying healthy. We are discussing options to free up more time for agents to spend with clients. Over the next year we are hopeful that we can add additional staff or a contract PSI writer.
 - Itasca County Probation has several different teams in the office that are made up of offense types and Adult and Juvenile, so caseload sizes are not going to be the same across the board. Minnesota is looking at standardizing risk/needs assessment tools, which would be the first step in standardizing supervision levels/caseload numbers/contacts, etc., so right now there is not enough information saying what a proper/manageable caseload size should be. The Community Supervision Advisory Committee (CSAC) is looking into this to provide further guidance.

Early discharge.

- Itasca County has been utilizing early discharge criteria for several years and seeks to discharge clients who no longer need intervention work and have completed all required conditions. We will continue to work with our local partners to explore best practices around early discharges.
- Clients with outstanding restitution will not be eligible for early discharge.

- There is a pilot project going on within the DOC and in Dodge and Olmsted County looking at dosage probation. This idea focuses on setting a prescribed number of “dosage” hours that target the client’s highest criminogenic needs and is dependent on risk level.
- **The focus of supervision is skill development.** While supervision focuses on conditions, agents work with clients in developing new skills to avoid future recidivism is the key to long term success.
 - Both Itasca County Probation and Itasca DOC staff continue to participate in ongoing training in evidence-based practices so they can continue to provide the best supervision possible, with the goal of having successful discharges of probation.
- **Use of incentives and adherence to the 4 to 1 positive ratios.** Agents are trained in using reinforcements which have proven to be more effective in supporting behavior changes than the use of punishment.
 - Both Itasca County Probation and Itasca County DOC are trained in using reinforcements which have proven to be more effective in supporting behavior changes than the use of punishment. Itasca County Probation recently added a line item to their budget for incentives for juveniles.
- **Utilize community-based interventions compared to the reliance on out of home placements including incarceration for technical violations.** Programming and services in one’s local community should be exhausted prior to recommending revocation.
 - In 2023, the Department of Corrections funded a 45-day intervention center at the Northeast Regional Correctional Center (NERCC) for supervised release clients who are classified as high and very high risk and who are at risk for revocation to prison for technical violations. These clients are required to comply with applicable programming, assessments or education dependent on their risk and needs. Itasca County is eligible to refer clients to this resource which is at no cost to the county.
 - Itasca County Probation utilizes the Recovery Support specialist; Ross Resources; Collaborates with Itasca Health & Human Services; utilizes electronic monitoring; etc., all to minimize juvenile out of home placements. Respite care is a much-needed resource in Itasca County along with in home family services.
 - Locally both offices work closely with community partners by completing referrals for assessments to be done so clients can access chemical health treatment, gambling addiction and mental health services. First call for help has been great agency to work with as they have a crisis response team (CRT), they can do comprehensive assessments, and they can help people that are homeless or on the verge of being homeless. Itasca County is very fortunate to have several great resources close at hand.

Victim Concerns

By statute, the County Attorney’s Office is required to notify victims of their rights, including restitution and victim impact statements. The victim/witness coordinator files any restitution requests or victim impacts with the Court. Victims have many other rights that the Victim Services Office must comply with, including notification of hearings, if requested, plea agreements, decisions not to charge and overall input. Agents reach out to Victim Services on an almost daily basis for info when they are completing a PSI, and in more serious cases, will get the victim’s contact information to speak with them directly. Agents will meet with victims in specific cases and will keep them updated as requested. Agents monitor restitution payments and will return clients to court if they are not paying as directed. Specifically, Itasca County has a Victim’s Assistance Program Coordinator that works out of the County Attorney’s Office. Probation will reach out for victim contact information when conducting a presentence investigation (PSI). There is a section in the

PSI for the victim to give their comments (any safety concerns, if they agree with the sentence, if they want contact or not, etc....).

Correctional Fees

Fee Description	2022 Fees Imposed	2022 Fees Collected
DOC Supervision Fee	69,000.00	29,006.70
Total	69,000.00	29,006.70

Itasca County correctional fees help offset the County levy.

Adult Supervision Fee:

Gross Misdemeanor Level Offense: \$480 one-time fee

Misdemeanor Level Offense: \$240 one-time fee

Adult Pre-Trial Conditional Release Supervision:

All Offense Levels \$120 one-time fee

Juvenile Supervision Fee:

Includes all Offense Levels and Diversion: \$25 one-time fee

Both adults and juveniles have the option of completing community service work to pay off the correctional fee.

August 2027 Probation Departments will no longer be able to charge a supervision fee; however, program fees, as well as electronic monitoring fees, can still be charged.

Electronic Monitoring fees:

<u>RF House Arrest</u>	
☐ RF House Arrest (Landline)	\$13.75 p/d (\$192.50/2wks)
☐ RF House Arrest (Ethernet)	\$14.75 p/d (\$206.50/2wks)
☐ RF House Arrest (Cellular)	\$16.00 p/d (\$224.00/2wks)
<u>Breath Alcohol</u>	
☐ Breath Alcohol (Cellular)	\$14.50 p/d (\$203.00/2wks)
<u>SCRAM - Transdermal Alcohol</u>	
☐ Transdermal Alcohol (Landline)	\$15.00 p/d (\$210.00/2wks)
☐ Transdermal Alcohol (Ethernet)	\$16.00 p/d (\$224.00/2wks)
☐ Transdermal Alcohol (Cellular)	\$17.00 p/d (\$238.00/2wks)
<u>GPS</u>	
☐ GPS Tracking	\$16.75 p/d (\$234.50/2wks)
<u>Combo Breath Alcohol & RF Arrest</u>	
☐ Breath Alcohol (Cellular) + RF House Arrest (Landline)	\$17.00 p/d (\$238.00/2wks)
☐ Breath Alcohol (Cellular) + RF House Arrest (Ethernet)	\$18.00 p/d (\$252.00/2wks)
☐ Breath Alcohol (Cellular) + RF House Arrest (Cellular)	\$18.00 p/d (\$252.00/2wks)
<u>SCRAMX - Transdermal Alcohol with RF Arrest</u>	
☐ Transdermal Alcohol + RF House Arrest (Landline)	\$17.00 p/d (\$238.00/2wks)
☐ Transdermal Alcohol + RF House Arrest (Ethernet)	\$18.00 p/d (\$252.00/2wks)
☐ Transdermal Alcohol + RF House Arrest (Cellular)	\$18.00 p/d (\$252.00/2wks)

<u>Combo Breath Alcohol & GPS</u>	
☐ Breath Alcohol (Cellular) + GPS	\$21.00 p/d (\$294.00/2wks)
<u>Transdermal Alcohol & GPS</u>	
☐ Transdermal Alcohol(Cellular) + GPS	\$21.00 p/d (\$294.00/2wks)

Juveniles that are court ordered to complete certain courses, such as Under the Influence, Nicotine 101, and THC 101 for example, might have a cost associated with them.

2022 total Probation fees invoiced: \$85,510

2022 total payments received: \$28,009.79

It should be noted that some of the fees invoiced could have been waived due to community work service being performed.

Contracted Services and Proposal and Proposals for New Services

The Minnesota Department of Corrections covers all electronic monitoring costs for supervised release clients through a contract with BI Incorporated. All counties, regardless of delivery system, have access to the contract. Monitoring is generally established prior to the client's release from the MN Correctional Facility or through a violation hearing or restructure recommendation.

Itasca County Probation and DOC utilize Midwest Monitoring and Surveillance for monitoring services.

Itasca County Probation receives a Remote Electronic Alcohol Monitoring (REAM) Grant from the State of Minnesota, typically between \$8,000-\$8,500 each year. Criteria for REAM grant funding: REAM grants are only for adult impaired driving clients who are considered indigent and are ordered by a judge to be on alcohol monitoring. Indigent is defined as being public defender eligible. REAM grants are to be specifically used for alcohol monitoring, therefore GPS and Radio Frequency (RF) without alcohol monitoring component systems are not eligible for REAM.

Fiscal Year 2022 (July 1, 2021-June 30, 2022)

66 total impaired driving offenders were served by REAM funds for a total of 1,103 days.

Fiscal Year 2023 (July 1, 2022-June 30, 2023)

33 total impaired driving offenders were served by REAM funds for a total of 1,577 days.

Budget

DOC Budget:

	FTEs	FY24	FY25	Total
Felony	10.57	\$ 1,322,280.24	\$ 1,381,782.85	\$ 2,704,063.09
Agent	8.17	\$ 910,672.34	\$ 951,652.60	\$ 1,862,324.94
Cost - CE		\$ 85,017.79	\$ 88,843.60	\$ 173,861.39
Cost - Interstate		\$ 31,721.29	\$ 33,148.75	\$ 64,870.05
Cost - Mgt-Admin		\$ 64,156.42	\$ 67,043.46	\$ 131,199.88
OAS Sr.	0.45	\$ 33,233.06	\$ 34,728.54	\$ 67,961.60
Supervisor	0.45	\$ 72,586.94	\$ 75,853.36	\$ 148,440.30
Support	1.50	\$ 124,892.39	\$ 130,512.54	\$ 255,404.93
Grand Total	10.57	\$ 1,322,280.24	\$ 1,381,782.85	\$ 2,704,063.09

Itasca County Probation Budget 2024 (approved) & 2025 (estimated):

<u>Account Description</u>	<u>Budget 2024</u>	<u>Budget 2025</u>
PROBATION GRANT	591,432 -	591,547 -
OTHER STATE GRANTS	7,000 -	13,000 -
URINE TEST FEES	500 -	0
REIMBURSEMENTS	9,000 -	0
DEDICATED REV-SUPERVISION FEES	45,000 -	45,000 -
DEDICATED REV-DIVERSION FEES	500 -	500 -
SALARIES/WAGES	846,162	973,086
SALARIES/WAGES OT	5,000	5,000
MEDICAL INSURANCE	186,726	204,700
DENTAL INSURANCE	7,797	8,600
LIFE INSURANCE	715	715
RETIREE INSURANCE	7,500	7,500
PERA	66,802	50,000
FICA	55,223	40,000
MEDICARE	12,915	10,000
WORKER'S COMPENSATION	7,080	7,000
TELEPHONE	8,500	9,000
POSTAGE	500	600
DUES & REGISTRATIONS	2,000	2,000
MOTOR VEHICLE LICENSES	150	150
UTILITIES	8,000	2,000
PROFESSIONAL SERVICE	500	500
CONTRACTED SERVICES	15,000	15,000
BUILDING MAINT	2,500	1,500
EMPLOYEE AUTO ALLOWANCE	500	500
MEALS & LODGING	4,500	5,000
COUNTY VEHICLE USAGE	200	200
LEASES	15,300	15,300
EQUIPMENT RENTAL	3,500	3,500
MAINTENANCE CONTRACTS	13,000	13,000
VEHICLE INSURANCE	1,545	1,600
TRAINING PROGRAMS	5,000	5,000
COMPUTER SUPPLIES	1,250	1,250
OFFICE SUPPLIES	4,000	5,000
INCENTIVE EXPENSE	500	500
FIELD EQUIPMENT	6,000	3,000
SAFETY SUPPLIES	500	500
MOTOR FUEL	3,500	3,500
MOTOR OIL	300	400
VEHICLE PARTS	1,000	1,000
REPAIR VEHICLE	850	850
OFFICE FURN & EQUIP	2,500	2,500
COMPUTER EQUIPMENT	750	750
DEDICATED EXP-SUPERVISION FEES	10,000	10,000

DEPT ELECTRONIC ALCOHOL MONITOR			
OTHER STATE GRANTS	8,000 -		8,000 -
REIMBURSEMENTS	600 -		600 -
CONTRACTED SERVICES	8,600		8,600
DEPT JUVENILE SEX OFFENDER GRANT			
OTHER STATE GRANTS	25,918 -		25,918 -
CONTRACTED SERVICES	130,000		75,000
Final Totals:	Revenue	687,950 -	684,565 -
	Expend.	1,446,365	1,493,801
	Net	758,415	809,236

Highlights

Over the past year, our local offices decided to start collaborating with each other with the intention of moving past the local delivery system debate and focusing on getting better results for the clients that we serve. Clients involved in the justice system deserve programs that are utilizing best practices to assist them in changing their behavior. As you can see by the numbers of committees and community groups with whom we are connected, much of this is done by working together with our community partners. Over the past year, we have identified several deficits and have worked with these same partners to come up with a plan to address these areas. A specific example of this is working with First Call for Help (FCFH) and partnering with them to get clients in the door by conducting color code testing. Secondly, FCFH and the Itasca County Jail will assist by getting staff trained and facilitating the Decision Points group. This will allow us to have an option in the jail and in the community. We are very lucky to have a good number of community resources for our clients and appreciate that everyone can engage in meaningful conversations with the focus towards better serving this population. Recently, we have started working on a point in time study that should show us what drugs are being abused locally. This will allow us to tailor services and education towards the substances that are most prevalent.

Being involved in the community and at a state level is important for continued growth for our probation departments. Below are just a few of the highlights from 2023-2024 that individuals have been involved in:

- *Board Member of Advocates for Family Peace- Probation Officer Tiana Carlson
- *MACPO Training & Education Committee- Probation Officer Emily Kurtz
- *MACPO Board of Directors Member- Probation Director Kevin Glass
- *MACPO President elect (2023) President (2024)- Probation Director Kevin Glass
- *Chair of the MN Evidence Based Practices Advisory Board- Probation Director Kevin Glass
- *Member of the Minnesota Community Supervision Advisory Committee-Probation Director Kevin Glass
- *School presentation "Let's Chat" Sexual Violence Awareness to 8th graders at all the schools in Itasca County - Probation Officer Ryan Kruse
- *School presentation on Sextortion and Internet Safety Awareness to 9th graders - Probation Officer Ryan Kruse
- *Member of the Itasca County Sexual Assault Interagency Counsel - Probation Officer Ryan Kruse
- *Appointed to the State-Tribal Partnership Committee- Probation Officer Chelsea Rabey

A number of other services and collaborative efforts have been highlighted on Page 7.

Appendix A Training Requirements

Title	Hours	Applicability	Description
Defensive Tactics	8	All DT trained staff	Recertification for all staff previously trained in defensive tactics.
Office Safety	3	All office staff (STS discretionary)	Office safety training w/scenarios
EBP Trainings	20	All Agents	2 hrs of training for each of the following: Case Planning, MI, CCP, Carey Guides, LSCMI/YLSCMI, formal/informal boosters, COPs Staff will be required to obtain the remaining 10 hours through self-learning opportunities and/or formal learning (literature review, webinars, EBP Café videos, additional boosters, other training opportunities). Staff can access EBP resource information: https://mn.gov/doc/assets/Virtual%20EBP%20Options%204-2023_tcm1089-572601.docx
Interstate Compact	2.5	All ICOTS Users	2.5 hours of refresher or advanced course regarding Adult Interstate Compact
Trauma Informed Care	1-2	All Staff	TBD
Intrastate Transfer/Release Planning	4	Agents	Updated policy changes (Spring 2024)
MNPAT	1	Staff who complete Bail Evaluations	Release January 2024 (training Dec 2023)

The below will be discretionary training.

Title	Hours	Applicability	Description
NARCAN	1	All staff carrying Narcan or requesting to carry	Naloxone training to administer nasal spray in OD incidents. Review of Opioid exposure and signs/symptoms
Chemical Irritant	1	All staff issued CI	TBD-is this needed for re-cert
Mental Health Training	TBD	All staff who have contact with clients	TBD
Tribal State Relations Training	TBD	All agent staff who work with Tribal Nations	Culturally Specific Training
Adverse Childhood Experience Training (ACES)	TBD	Agent Staff	Understanding the tool and what it means when working with clients
Sovereign Citizen Training	TBD	Agent Staff	Understanding the culture of sovereign citizens and how to work with this population

Appendix B Pre Trial-Standards

[conditional based on if using DOC standards]

Operationalized Mission

The DOC's mission as it relates to pretrial monitoring is to enhance public safety through evidence-based strategies that minimize re-arrest, ensure court appearance, and provide support for released defendants.

Staff will be educated in best practices regarding pre-trial monitoring and will share this knowledge with local stakeholders. It is strongly recommended that stakeholders meet and regularly discuss the framework within which pretrial monitoring will occur as well as to discuss responses to pretrial failures. Information pertaining to community safety issues regarding pretrial monitoring should be discussed with stakeholders on an on-going basis.

Universal Screening

A designated risk assessment tool approved by Judicial Council will be completed on all offenses required by Minnesota Statute 629.74, with encouragement for use on all assault related misdemeanor and gross misdemeanor offenses to include DANCO Violations. Court involved stakeholders will be encouraged to utilize the risk assessment scores, in addition to other information presented at the preliminary hearing, when making decisions regarding Release on Recognizance, Pre-trial Monitoring or Remanding a defendant.

Validated Pre-Trial Risk Assessments

Once placed on pre-trial monitoring, the designated risk assessment tool approved by Judicial Council will be used to determine level of supervision.

Sequential Bail Review

Process by which agents can target scheduled court hearings to address non-emergency violations of pre-trial monitoring, progress reports or make a recommendation to the Court to end pretrial monitoring in the community due to positive adjustment. Agents will not be requesting any changes to monetary bail. Agents may also request adjustment regarding conditions of supervision. Emergency issues will be addressed with the Court as needed.

Risk-Based Monitoring - Minimum Standards

Following a court order for pre-trial monitoring, a validated risk assessment as noted above will be utilized to place defendants into one of three categories for pre-trial monitoring:

- Only the highest risk defendants, based on the validated risk assessment, will receive formal pre-trial monitoring support. Low and Medium scores will result in minimal interaction with corrections staff.
- Low & Medium: Contact with the defendant will occur as needed and necessary to accomplish or assist in compliance with pre-trial monitoring conditions. These levels will involve monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations regarding new criminal behavior.

- Monitoring may take place electronically, by phone and/or virtually. Ideally, low scoring defendants will not be placed on pre-trial monitoring to DOC.
- High: Contact with the defendant will occur a minimum of once per month. Contact may be virtual and/or office visit. This level will involve monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations regarding new criminal behavior.

Focus for Contacts:

- Reminder of next Court date
- Update phone/address/employment information. Agent will remind client to contact Court Administration with updated address. Agent will provide updated address information to Court Administration as well.
- Inquire as to if they have had any new arrests/citations.
- Provide information around housing, employment and any other resources requested by the client.
- Follow up with any court ordered obligations as appropriate (i.e., chemical and/or mental health assessments, color wheel testing, etc.)
- Increase/decrease pre-trial monitoring in the community based on adjustment and/or risk assessment.

Boundaries of Pre-Trial Monitoring:

- Absolutely no discussion regarding any details of their alleged criminal offense. All defendants will be referred to their defense attorney for these types of discussions.
- Agents will not provide an opinion regarding plea agreements during the pre-trial monitoring process.
- Agents MAY comment on cooperation regarding pre-trial monitoring.
- Court Reporting Process (violations/progress/discharges)
- Violation/Progress/Discharge reports will be filed as needed by the agent directly with the Court for review and decision making. Copies will be served to the prosecuting attorney and defense attorney.
- Performance Measurement and Feedback
- Percentage of pre-trial defendants who made all Court appearances (CSTS enhancement is needed to track this information)
- Percentage of pre-trial defendants who remained compliant with Court conditions during pre-trial monitoring (not to include re-arrest)
- Percentage of pre-trial defendants who remained law abiding during their pre-trial monitoring.
- Validate the risk assessment tool approved by Judicial Council to target high risk defendants for placement on pre-trial monitoring.
- Comparisons between districts regarding successes in each risk level category.
- Develop specialized training program for Pre-Trial Division with technical assistance from the National Institute of Corrections (NIC).

(Insert if your county is considering a pretrial program)

<https://nicic.gov/pretrial-justice-how-maximize-public-safety-court-appearance-and-release-internet-broadcast>

Best Practices Based on NIC Article Reviews

Pre-Trial Monitoring

Committee Findings: Studies were a bit dated with mixed results. Pre-Trial Monitoring did not appear to impact re-arrest rates. Studies did not look at specific conditions when Pre-Trial Monitoring was ordered.

Recommendations:

- Pre-Trial Monitoring should be used only in those cases scoring high risk on a validated assessment tool.
- Pre-Trial Monitoring should be used to offer support services such as referrals for mental health, chemical health, employment, housing, etc.
- Pre-Trial Monitoring conditions should be individualized to the defendant vs. having blanket conditions for everyone.

Court Date Notification Systems

Committee Findings:

Court notification systems were found to significantly impact court appearance rates. It worked best when specific information was provided, such as next court date, location of courthouse, & consequences for non-appearance. Additionally, a notice sent following a missed court appearance along with instructions as to how to resolve this issue, decreased the number of warrants issued. Electronic notices (texts/voicemails/broadcast messaging) are good, but live reminders are better and resulted in the defendant being twice as likely to show up for court. This was the most well researched and effective intervention regarding court appearances. Proven to save jail beds as well as minimize the impact to the defendant regarding employment, housing, and family responsibilities.

Recommendations:

- Post information in lobby areas describing how to sign up for State Court Administration e-court reminders.
- If placed on Pre-Trial Monitoring, assist defendant in setting up the e-reminders.

Pre-Trial Assessment Tools

Committee Findings: Pre-Trial assessment tools can improve outcomes and guide the investment of resources. Implementation with fidelity as well as a process for quality assurance is crucial. Assessment tools need to be validated on the populations they serve to ensure minority communities are not negatively impacted and cut off scores are normed.

Recommendations:

Factors to review regarding validation of the Judicial Council approved assessment tool:

- Disparity regarding minority populations

- Cut off scores for low, medium, and high.
- AUC score
- Quality Assurance - annual booster trainings

Implementation –training staff on the validated assessment tool following approval of the tool by Judicial Council.

Pre-Trial Detention

Committee Findings: Pre-Trial Detention should be reserved for serious/violent crimes. Detaining low/moderate risk defendants can make them worse given they are likely to be detained with higher risk individuals and defendant's social supports are removed during this time. When defendants are detained with bail, they are unable to pay, many plead guilty to get out of jail. Defendants who were detained were more likely to experience the following collateral consequences:

- Harsher and/or longer sentences.
- Increased likelihood of re-arrest long term – increased recidivism

Difficulties maintaining employment/housing.

- Recommendations:
Quality risk assessments provided to the Court can assist in judicial decision-making regarding detention.

Pre-Trial Drug Testing

Committee Findings: Based on research from the 1980's and 1990's, there is no connection between drug testing and pre-trial success and/or failure. Information regarding the specifics of who was selected for drug testing is lacking. For example, was drug testing a blanket condition or individualized to the defendant's risk/need? There was a correlation between those that showed up for drug testing and court appearances. If defendants showed up for drug testing, they also tended to show up for court. If defendants failed to show up for drug testing, they also tended to not appear for court.

Various additional studies indicate a direct relationship between the use of illegal substances and crime. Of particular note, is the high propensity for violence when individuals are under the influence of opiates and/or methamphetamine.

Recommendations:

- Drug testing should be reserved for high-risk defendants.
- Drug testing should be individualized to target defendant's risk/need and not used as a blanket condition for pre-trial monitoring.
- Drug testing can improve outcomes for defendants when a positive relationship is built, and pre-trial agents respond to positive test results in a supportive manner.
- Drug testing can serve as a support for defendants who choose to address their chemical dependency issues.

Pre-Trial Location Monitoring (EHM)

Committee Findings: There is very little research on EHM at the pre-trial stage. Studies have mixed outcomes and depending on which study you read, defendants on EHM are more, less, or equally likely to appear for court and/or remain law abiding than those not placed on EHM. Of further note, defendants placed on EHM had increased technical violations compared to defendants not placed on EHM. Many of these technical violations were due to equipment issues.

Recommendations:

Electronic Home Monitoring / Electronic Alcohol Monitoring should be reserved for high-risk defendants unless otherwise statutorily required.

Appendix C Overview of Supervision Population

(INCLUDING SR, ISR and pre-trial)

Describe your agency's supervision year-end population for calendar years (CY) 2020, 2021, and 2022 broken out as follows in table or graph form. Follow the same instructions/parameters as you use for reporting on the annual probation survey.ⁱ

- Pre-trial Population

**Pretrial Agent Tasks*

	2020	2020 Total	2021	2021 Total	2022	2022 Total	Grand Total
Adult	Unknown		Hispanic	Unknown	Unknown		
Female	111	111	1	129	130	122	363
Felony	100	100	1	121	122	109	331
Am Ind/Alaskan Nat	44	44		33	33	40	117
Black	2	2		1	1	3	6
Unknown	1	1		1	1		2
White	53	53	1	86	87	66	206
Gross Misdemeanor	10	10		6	6	12	28
Am Ind/Alaskan Nat	5	5		2	2	3	10
White	5	5		4	4	9	18
Misdemeanor	1	1		2	2	1	4
Am Ind/Alaskan Nat	1	1					1
White				2	2	1	3
Male	403	403		436	436	371	1210
Felony	371	371		410	410	344	1125
Am Ind/Alaskan Nat	81	81		80	80	84	245
Asian/Pacific Islander	1	1		2	2	1	4
Black	21	21		18	18	10	49
Unknown	4	4		3	3	1	8
White	264	264		307	307	248	819
Gross Misdemeanor	19	19		18	18	16	53
Am Ind/Alaskan Nat	6	6		7	7	4	17
Black				1	1		1
Unknown				1	1		1
White	13	13		9	9	12	34
Misdemeanor	13	13		8	8	11	32
Am Ind/Alaskan Nat	3	3		2	2	2	7
Black	1	1		1	1		2
White	9	9		5	5	9	23
Grand Total	514	514	1	565	566	493	1573

- Probation Population-*Some GM/M offenses are supervised by the DOC office if the client has a felony conviction.

Year	Type	County	Adult/Juvenile	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2020	DOC	Itasca	Adult	Felony	517	139	156	501	384	117	389	10	93	4	5	1	500
2020	CPO	Itasca	Adult	Gross Misd	372	184	214	343	239	104	278	8	55	1	1	1	342
2020	CPO	Itasca	Adult	Misd	129	91	107	111	80	31	73	1	10	1	26	1	110
2020	CPO	Itasca	Juvenile	Juvenile	103	58	68	93	68	25	60	0	9	0	24	3	90
Total					1121	472	545	1048	771	277	800	19	167	6	56	6	1042

Year	Type	County	Adult/Juvenile	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2021	DOC	Itasca	Adult	Felony	496	201	198	501	373	128	397	13	83	4	4	1	500
2021	CPO	Itasca	Adult	Gross Misd	348	174	193	328	222	106	260	4	63	0	1	0	328
2021	CPO	Itasca	Adult	Misd	113	131	99	144	115	29	95	3	16	1	29	2	142
2021	CPO	Itasca	Juvenile	Juvenile	94	89	99	84	58	26	47	3	11	0	23	3	81
Total					1051	595	589	1057	768	289	799	23	173	5	57	6	1051

Year	Type	County	Adult/Juvenile	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2022	DOC	Itasca	Adult	Felony	492	200	176	518	380	138	409	16	84	5	4	1	517
2022	CPO	Itasca	Adult	Gross Misd	329	190	180	342	230	112	261	10	66	3	2	2	340
2022	CPO	Itasca	Adult	Misd	144	106	117	128	95	33	84	1	15	0	28	2	126
2022	CPO	Itasca	Juvenile	Juvenile	83	96	80	99	67	32	53	5	10	0	31	2	97
Total					1048	592	553	1087	772	315	807	32	175	8	65	7	1080

○ Supervised Release (SR), Parole, and Intensive Supervised Release (ISR) Population

	2020		2020 Total	2021	2021 Total	2022	2022 Total	Grand Total
	Hispanic	Non Hispanic		Non Hispanic		Non Hispanic		
Intensive Supervised Release		4	4	4	4	4	4	12
Male		4	4	4	4	4	4	12
American Indian or Alaskan Native		4	4					4
American Indian-Non Hispanic						1	1	1
White–Non-Hispanic				4	4	3	3	7
Parole				1	1	1	1	2
Male				1	1	1	1	2
White–Non-Hispanic				1	1	1	1	2
Standard Supervised Release	1	70	71	62	62	56	56	189
Female	1	6	7	7	7	7	7	21
American Indian or Alaskan Native		2	2					2
American Indian-Non Hispanic				1	1	4	4	5
White	1	4	5					5
White–Non-Hispanic				6	6	3	3	9
Male		64	64	55	55	49	49	168
American Indian or Alaskan Native		9	9					9
American Indian-Non Hispanic				10	10	7	7	17
White		55	55					55
White–Non-Hispanic				45	45	42	42	87
Grand Total	1	74	75	67	67	61	61	203

In addition, please provide the following:

- Average Caseload Sizes by Caseload Type
- Percentage and number of probation clients by Risk Levels (Very High/High, Medium, Low, and Unknown)

*Select agents supervise clients across multiple counties. *Risk Level snapshot in Dec 2022.

Risk Level	High #	%	Low #	%	Medium #	%	Per Policy-No Assmt Required #	%	Prescreen Low- -No Assmt #	%	Unknown #	%	Total #	Total %
Adult	71	100.00%	204	100.00%	252	100.00%	1	100.00%	1	100.00%	53	100.00%	582	100.00%
Adam Berkeland	13	18.31%	46	22.55%	43	17.06%		0.00%		0.00%	18	33.96%	120	20.62%
Alaina Christopherson	15	21.13%	26	12.75%	36	14.29%		0.00%		0.00%		0.00%	77	13.23%
Chad Christofferson	2	2.82%	5	2.45%	15	5.95%		0.00%		0.00%		0.00%	22	3.78%
Deanna Bothma	5	7.04%	6	2.94%	18	7.14%		0.00%	1	100.00%	4	7.55%	34	5.84%
Jessica L. Miskovich	3	4.23%	38	18.63%	49	19.44%	1	100.00%		0.00%	3	5.66%	94	16.15%
Megan E. Bader	14	19.72%	29	14.22%	37	14.68%		0.00%		0.00%	16	30.19%	96	16.49%
Steve Sigfrinius	6	8.45%	17	8.33%	16	6.35%		0.00%		0.00%	6	11.32%	45	7.73%
Tina M. Longoria	13	18.31%	37	18.14%	38	15.08%		0.00%		0.00%	6	11.32%	94	16.15%
Grand Total	71	100.00%	204	100.00%	252	100.00%	1	100.00%	1	100.00%	53	100.00%	582	100.00%

Adult														
Assignment Type	High #	%	Low #	%	Medium #	%	Per Policy- No LSCMI #	%	Prescreen Low--No Assmt #	%	Unknown #	%	Total #	Total %
Felony	71	100.00%	204	100.00%	252	100.00%	1	100.00%	1	100.00%	53	100.00%	582	100.00%
Enhanced Supervision	54	76.06%		0.00%	3	1.19%		0.00%		0.00%	8	15.09%	65	11.17%
ESO Phase 1	11	15.49%	6	2.94%	3	1.19%		0.00%	1	100.00%	10	18.87%	31	5.33%
ESO Phase 2		0.00%	1	0.49%	31	12.30%		0.00%		0.00%		0.00%	32	5.50%
ESO Phase 3		0.00%	15	7.35%		0.00%		0.00%		0.00%		0.00%	15	2.58%
ESO Phase 4		0.00%	1	0.49%		0.00%		0.00%		0.00%		0.00%	1	0.17%
Group Supervision		0.00%	1	0.49%		0.00%		0.00%		0.00%		0.00%	1	0.17%
Intake/Pretrial/Investigation Caseload-includes incoming transfers		0.00%	1	0.49%	1	0.40%		0.00%		0.00%	1	1.89%	3	0.52%
Pre-Trial Supervision	4	5.63%	4	1.96%	3	1.19%		0.00%		0.00%	10	18.87%	21	3.61%
Specialty Court-Probation	2	2.82%	5	2.45%	15	5.95%		0.00%		0.00%		0.00%	22	3.78%
Traditional Supervision		0.00%	170	83.33%	196	77.78%	1	100.00%		0.00%	24	45.28%	391	67.18%
Grand Total	71	100.00%	204	100.00%	252	100.00%	1	100.00%	1	100.00%	53	100.00%	582	100.00%

Please also provide the following outcomes for CY 2022:

- Percent of adult probation cases successfully closed and unsuccessfully closed.
- Percent of juvenile probation cases successfully closed and unsuccessfully closed.

Adult	Successful		Unsuccessful		Total # of cases	Total %
	# of cases	%	# of cases	%		
Felony	87	46.52%	73	39.04%	160	85.56%
Discharge-Early	30	16.04%		0.00%	30	16.04%
Discharge-Expiration	27	14.44%		0.00%	27	14.44%
Discharge-Multiple Stay Types	6	3.21%		0.00%	6	3.21%
Dismiss	24	12.83%		0.00%	24	12.83%
Executed-Client Demanded-COC serving MCF (Felony Supervision)		0.00%	59	31.55%	59	31.55%
Executed-COC serving MCF (Felony Supervision)		0.00%	14	7.49%	14	7.49%
Gross Misdemeanor	13	6.95%	9	4.81%	22	11.76%
Discharge-Early	3	1.60%		0.00%	3	1.60%
Discharge-Expiration	8	4.28%		0.00%	8	4.28%
Discharge-Multiple Stay Types	2	1.07%		0.00%	2	1.07%
Executed-Client Demanded-COC serving MCF (Felony Supervision)		0.00%	1	0.53%	1	0.53%
Executed-Client Demanded-LOC (GM/M Supervision)		0.00%	3	1.60%	3	1.60%
Executed-COC serving MCF (Felony Supervision)		0.00%	2	1.07%	2	1.07%
Executed-Court-LOC (GM/M Supervision cases)		0.00%	3	1.60%	3	1.60%
Misdemeanor	5	2.67%		0.00%	5	2.67%
Discharge-Early	1	0.53%		0.00%	1	0.53%
Discharge-Expiration	4	2.14%		0.00%	4	2.14%
Grand Total	105	56.15%	82	43.85%	187	100.00%

County Probation:

- Average Caseload Sizes by Caseload Type

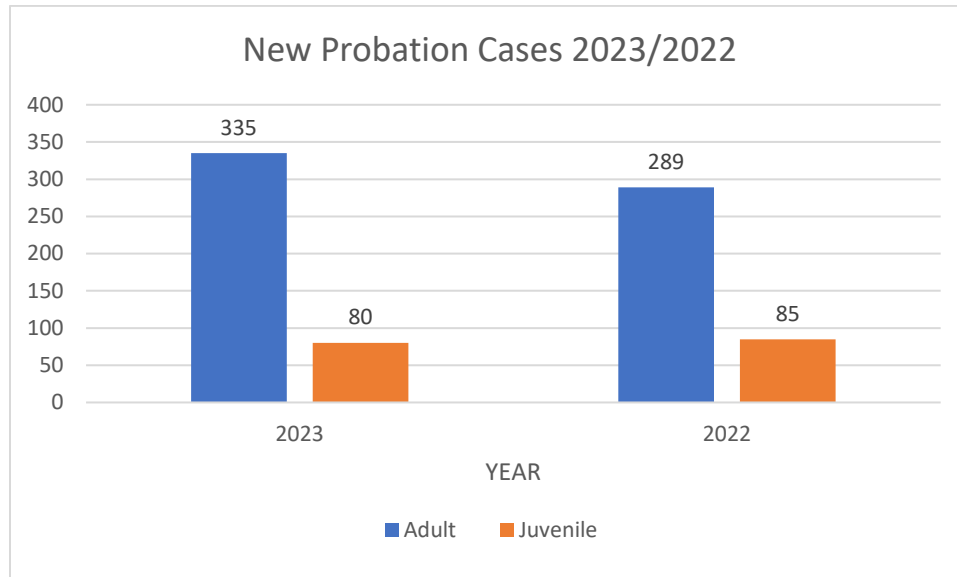
Adult Person Offenses caseload (2 Probation Officers): 66

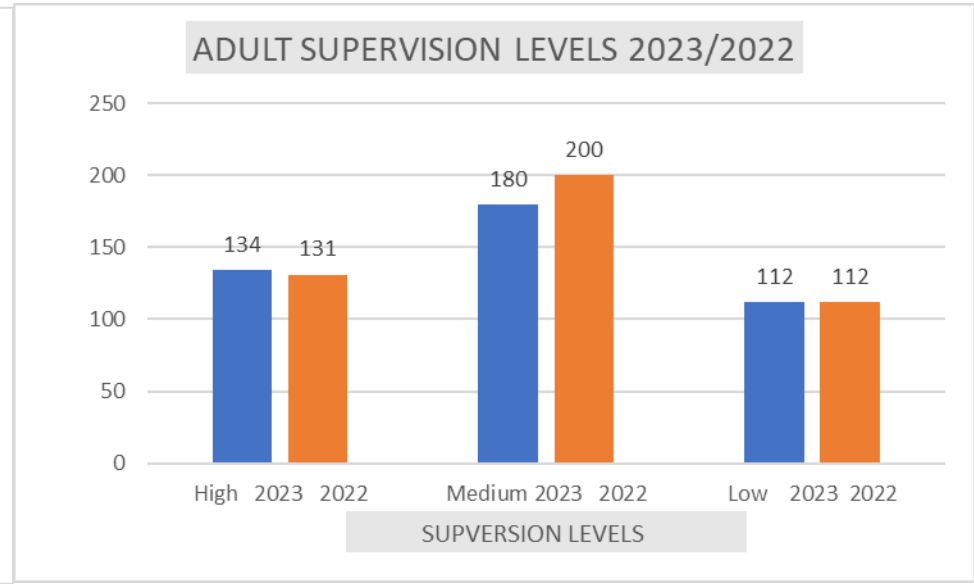
Adult DWI/Non-person Offenses Caseload (3 Probation Officers): 120

Juvenile Sex Offender Specific caseload (1 Probation Officer): 34

Juvenile Traditional Probation caseload (1 Probation Officer): 41

Juvenile/Adult Mixed Caseload (1 Probation Officer): Truancy: 8; Juvenile Diversion: 22; Juvenile Low Level (Petty Offenses) 31; Adult 4th Degree DWI caseload: 78; & CWS coordinator for Probation & DOC: 47 combined.





Percentage and number of probation clients by Risk Levels (Very High/High, Medium, Low, and Unknown)

Adults:

High: 146

Medium: 185

Low: 108

Unclassified: 3

Juveniles:

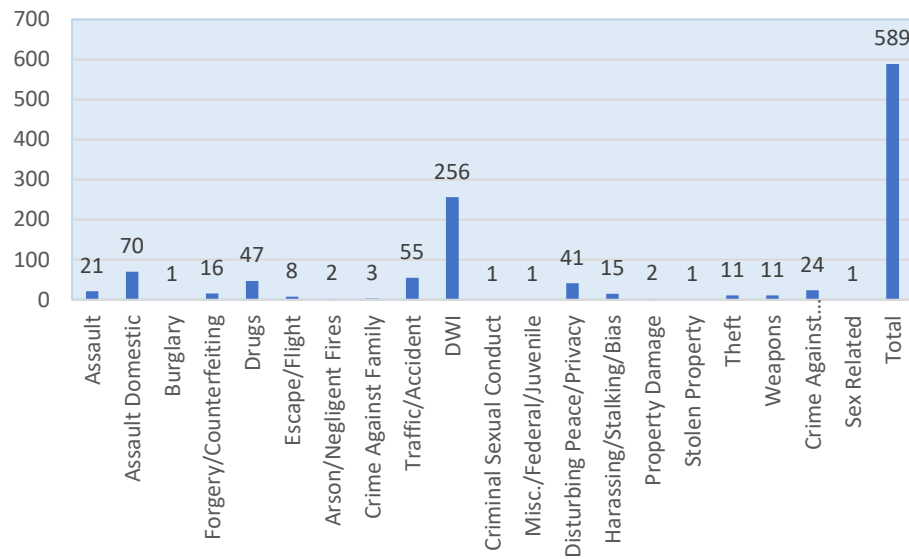
Maximum: 15

Medium: 30

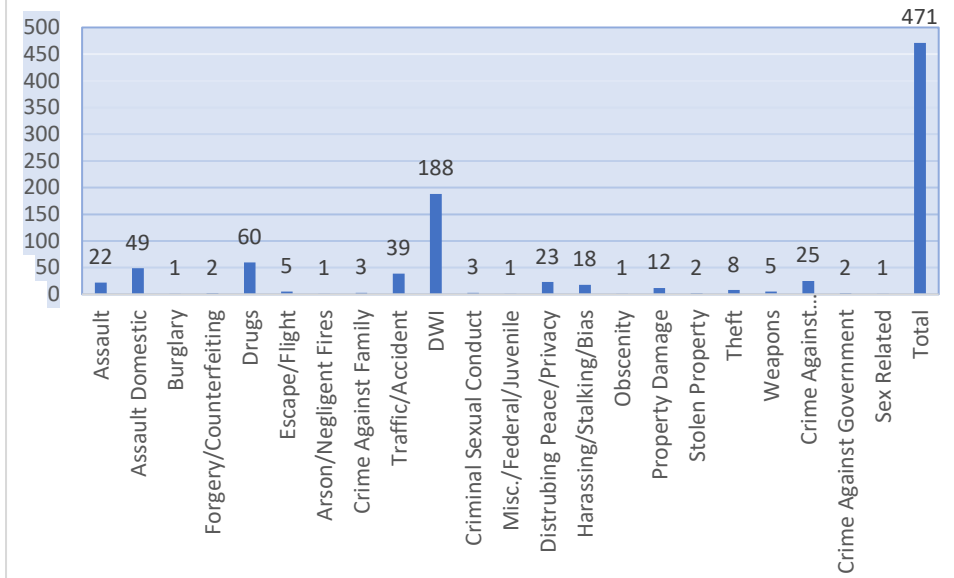
Minimum: 15

Unclassified: 61

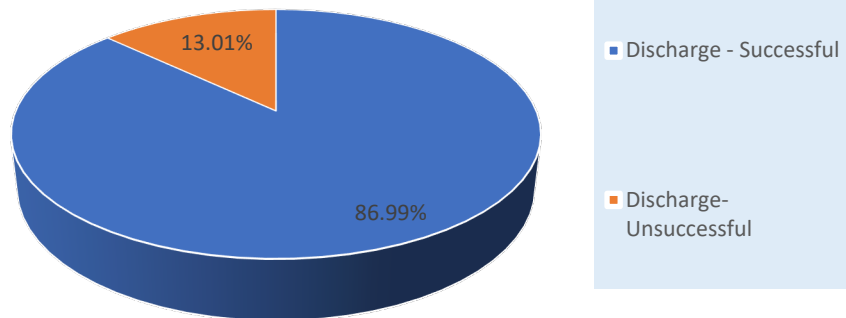
2023 ADULT OFFENSE REPORT

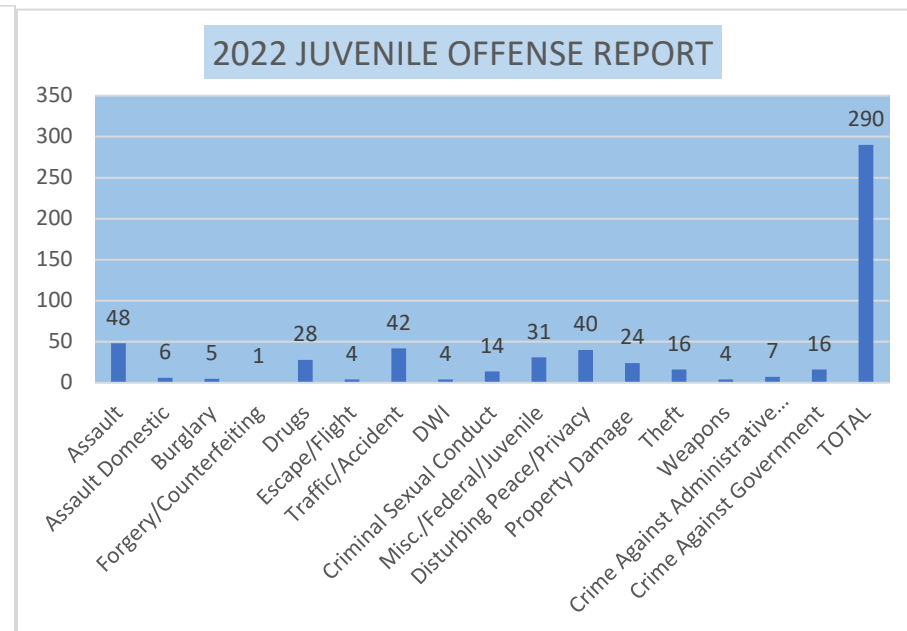
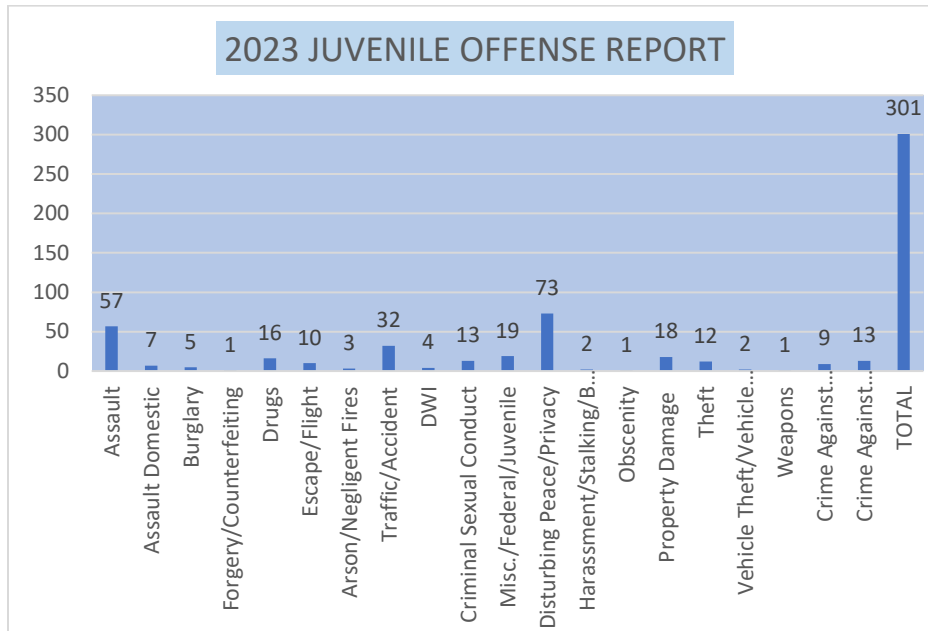


2022 ADULT OFFENSE REPORT



2022 Adult Cases Successful/Unsuccessful





Juvenile Cases Successful/Unsuccessful for 2022

Case Closed Description	Successful	Unsuccessful	% of Total
Discharge	105*	0	100.00% Successful*

Prior to 2024 all Juveniles cases were either closed out per Court order or Discharged by Court order. There was not a distinction if the case was a successful or unsuccessful probation discharge. Starting in 2024 probation will be able to determine if a juvenile discharge is successful or unsuccessful which will be reflected on the Court Discharge order.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 16, 2024

REQUEST FOR BOARD ACTION: RBA-2024-177

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Approve Solid Waste Advisory Committee Recommendation

BOARD ACTION REQUESTED:

Approve Solid Waste Advisory Committee Recommendation to accept the proposal from Dem-Con Companies Inc. for the Operation of the Itasca County Transfer Station along with the Transportation of MSW and Recyclables and allow Itasca County to begin contract negotiations with Dem-Con Inc. for a five-year period.

BACKGROUND:

A Request for Proposals (RFP) for the Transfer Station Operations and Materials Hauling Services was issued on January 15, 2024. Proposals were received from two companies and opened on April 3, 2024, by Stantec Engineering Inc. The Solid Waste Advisory Committee, consisting of County Commissioners Johnson & Smith, the County Administrator, the Environmental Services Director, and Environmental Services Coordinator met on April 9, 2024. Proposals were received from Waste Management Inc. and Dem-Con Inc.

The Solid Waste Advisory committee reviewed both proposals and determined the proposal from Dem-Con Inc. was in the best interest of the County. Once approved by the County Board of Commissioners, Itasca County will begin working with Dem-Con Inc. on a mutually agreed contract. Dem-Con Inc. will begin the new contract on Monday, June 3, 2024.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Final RFP 1.11. 2024
2. 2024.02.03 TS Operation Bid Comparison

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



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

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

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

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

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

Submitting a Proposal

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

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

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

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

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

OVERVIEW

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

Itasca County Timeline

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

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

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APPENDICES

Appendix A: Proposal Cost Form

Appendix B: Recent Itasca County Solid Waste Data

Appendix C: Proposed Itasca County Statement of Work

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

SECTION 1 INTRODUCTION

1.1 Purpose.

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

The goals in soliciting these services are as follows.

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

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

1.2 Transfer Station Operation and Materials Hauling Service Costs.

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

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

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

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

1.3 Background.

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

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

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

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

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

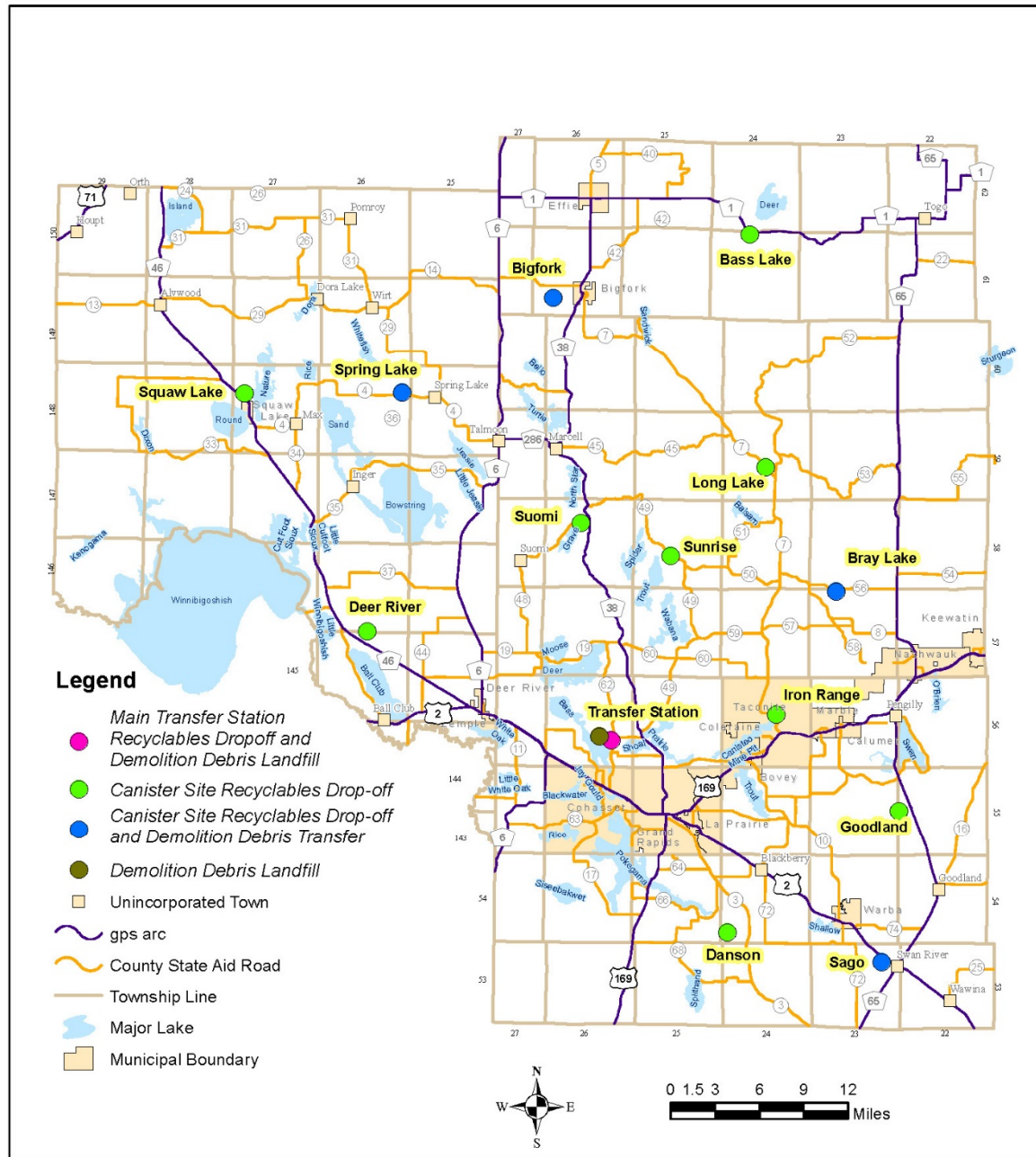
1.4 Definitions.

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

1.5 Scope of Services.

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

Canister Sites in Itasca County



Name: canister_county1

Date: 4/4/2023

SECTION 2 SCOPE OF SERVICES

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

2.1 Current Operations.

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

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

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

2.2 Transfer Station Operation Services.

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

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

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

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

Wednesday 8:00 am – 7:00 pm

Saturday 8:00 am -5:00 pm

Sunday-CLOSED

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

2.3 Materials Hauling Services.

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

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

SECTION 3 PROPOSAL INSTRUCTIONS

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

3.1 General.

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

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

3.2 Clarifications.

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

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

3.3 Proposal Delivery Procedure.

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

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

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

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

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

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

3.4 Withdrawal of Proposals.

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

3.5 Format.

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

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

3.6 Incurred Costs.

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

3.7 Firm Proposal.

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

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

3.8 Reservation of Rights.

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

3.9 Compliance with Laws.

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

SECTION 4 PROPOSAL REQUIREMENTS

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

4.1 Minimum Specifications/Deviations.

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

4.2 Cover Letter.

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

4.3 Authorized Signatures.

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

4.4 Summary Organizational Plan.

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

4.5 Summary Operational Plan.

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

4.6 Summary Emergency Operations Plan.

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

4.7 Enforcement and Litigation.

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

4.8 Proposal Bid Security.

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

SECTION 5 ADDITIONAL REQUIREMENTS IF CONTRACTOR IS SELECTED

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

5.1 Performance and Payment Bonds.

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

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

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

5.2 Final Operational Plans.

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

5.3 Emergency Operations Plans.

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

SECTION 6 PROPOSAL CHECKLIST

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

6.1 Completed Proposal.

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

The minimum submitted documents include:

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

SECTION 7 PROPOSAL EVALUATION PROCESS

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

7.1 Itasca County Evaluation Process Overview.

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

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

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

7.2 Itasca County Evaluation Criteria.

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

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

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

APPENDIX A - PROPOSAL COST FORM**ITASCA COUNTY PROPOSAL FOR SERVICES**

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

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

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

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

Appendix A – Proposal Cost Form

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

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

Address

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

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

TIN, FEIN or SS Number

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

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

APPENDIX B

Itasca County Historical Annual MSW Generation*

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

*Table taken from NE MN Regional SWMP

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

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

APPENDIX C – ITASCA COUNTY STATEMENT OF WORK

Daily Operations:

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

Appendix C – Itasca County Statement of Work

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

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

Billing/Invoicing:

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

Appendix C – Itasca County Statement of Work

Other:

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

Appendix C – Itasca County Statement of Work

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

Loading and Hauling:

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

Itasca County Prepaid Coupons:

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

Appendix C – Itasca County Statement of Work

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

Canister Sites:

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

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

June 4, 2020

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

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

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

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

Sincerely,

Orten Abad

This document has been electronically signed.

Orten Abad
Engineer
Resource Management & Assistance Division

OA:map

Enclosure: Permit

cc: Activity IND20120001 @ 1469

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

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

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

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

Signature: *Elizabeth Gawrys*

This document has been electronically signed.

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

for the Minnesota Pollution Control Agency

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1. List of Permittees

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

Permittee activity owner:

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

Permittee land owner:

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

Permittee operator:

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

2. Permitted facility description

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

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

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

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

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

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

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

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

3. Permit requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Waste capacity table

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

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

5. Submittal/Action requirements

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

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

6. Monitoring stations

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

7. Monitoring groups

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

8. Sampling and monitoring requirements

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

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

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

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

5 Year Cost Estimate - Waste Management

Includes 5% Annual Escalation Over Previous Year

	2024	2025	2026	2027	2028
Per Month TS Operation	\$46,814.00	\$49,154.70	\$51,612.44	\$54,193.06	\$56,902.72
Per Ton Hauling of MSW	\$123.14	\$129.30	\$135.76	\$142.55	\$149.68
Per Ton Hauling of Recyclables	\$100.82	\$105.86	\$111.15	\$116.71	\$122.55

County Tons					
Annual TS Operation	\$561,768.00	\$589,856.40	\$619,349.28	\$650,316.72	\$682,832.64
Annual Cost MSW	\$812,935.80	\$853,602.39	\$896,249.51	\$941,075.19	\$988,145.45
Annual Cost Recyclables	\$81,653.11	\$85,734.96	\$90,019.27	\$94,522.26	\$99,252.02
TOTAL	\$1,456,356.91	\$1,529,193.75	\$1,605,618.06	\$1,685,914.17	\$1,770,230.11

All Tons					
Annual TS Operation	\$561,768.00	\$589,856.40	\$619,349.28	\$650,316.72	\$682,832.64
Annual Cost MSW	\$3,285,713.84	\$3,450,079.58	\$3,622,450.14	\$3,803,626.01	\$3,993,874.02
Annual Cost Recyclables	\$240,943.67	\$252,988.46	\$265,630.72	\$278,918.23	\$292,874.89
TOTAL	\$4,088,425.51	\$4,292,924.44	\$4,507,430.14	\$4,732,860.96	\$4,969,581.55

**Using 2023 Tonnage*

5 Year Cost Estimate - Dem-Con

Includes 4% Annual Escalation Over Previous Year

	2024	2025	2026	2027	2028
Per Month TS Operation	\$69,750.00	\$72,540.00	\$75,441.60	\$78,459.26	\$81,597.63
Per Ton Hauling of MSW	\$96.61	\$100.47	\$104.49	\$108.67	\$113.02
Per Ton Hauling of Recyclables	\$75.00	\$78.00	\$81.12	\$84.36	\$87.84

County Tons					
Annual TS Operation	\$837,000.00	\$870,480.00	\$905,299.20	\$941,511.12	\$979,171.56
Annual Cost MSW	\$637,792.17	\$663,274.81	\$689,813.72	\$717,408.91	\$746,126.39
Annual Cost Recyclables	\$60,741.75	\$63,171.42	\$65,698.28	\$68,322.32	\$71,140.74
TOTAL	\$1,535,533.92	\$1,596,926.23	\$1,660,811.20	\$1,727,242.35	\$1,796,438.69

All Tons					
Annual TS Operation	\$837,000.00	\$870,480.00	\$905,299.20	\$941,511.12	\$979,171.56
Annual Cost MSW	\$2,577,820.48	\$2,680,815.89	\$2,788,080.55	\$2,899,614.44	\$3,015,684.40
Annual Cost Recyclables	\$179,238.00	\$186,407.52	\$193,863.82	\$201,606.90	\$209,923.55
TOTAL	\$3,594,058.48	\$3,737,703.41	\$3,887,243.57	\$4,042,732.46	\$4,204,779.51

**Using 2023 Tonnage*