



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, December 13, 2022

2:30 PM

Itasca County Boardroom

## FINAL

### REGULAR SESSION MINUTES

#### I. CALL TO ORDER

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

| Attendee Name  | Title       | Status  | Arrived |
|----------------|-------------|---------|---------|
| Davin Tinquist | District #1 | Present | 2:30 PM |
| Terry Snyder   | District #2 | Present | 2:30 PM |
| Leo Trunt      | District #3 | Present | 2:30 PM |
| Burl Ives      | District #4 | Present | 2:30 PM |
| Ben DeNucci    | District #5 | Present | 2:30 PM |

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Approve the agenda, as presented.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Leo Trunt                                          |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

#### IV. MINUTES APPROVAL

**Motion To:** Approve the minutes of the Tuesday, November 22, 2022 County Board Regular Session.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

#### V. CONSENT AGENDA

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

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

1. Approve the renewal of the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2023, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

2. Approve the renewal of the Hangar Lease at the Bowstring Airport for Kenneth Reichert (7th successive renewal of lease) for a period of three (3) years from January 1, 2023, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.
3. Accept the resignation of Aimee Johnson from the Extension Committee, effective Thursday, December 1, 2022.
4. Approve a five (5) year extension to the Contract for Municipal Services between the City of Grand Rapids and Itasca County for connection to the County's emergency generator and authorize the County Board Chair and County Administrator to sign said extension.
5. Approve Addendum with University of Minnesota Extension to reflect the change from a 0.8 FTE to a 1.0 FTE, as approved by the Board during budget meetings, and authorize necessary signatures.
6. Approve new tobacco license for Detroit Lakes Tobacco N Vape LLC dba Grand Rapids Tobacco N Vape Plus located at 3150 South Pokegama Avenue, #105, Grand Rapids MN 55744 for the period of December 13, 2022 through December 31, 2022.
7. Approve new tobacco license for River Rat One Stop LLC located at 38480 US Highway 2, Cohasset MN 55721 for the period of January 1, 2023 through December 31, 2023.
8. Approve new 3.2 On Sale/Off Sale Liquor License for Spider Lake LLC dba Spider Lake Resort located at 43859 Spider Lake Resort Road, Marcell MN 56657 for the period of January 1, 2023 through December 31, 2023.
9. Approve the 2023 Liquor/Tobacco License renewals for establishments in Itasca County.
10. Accept the Minutes of the November 10, 2022 HHS Advisory Committee Meeting.
11. Approve and accept the Itasca County Health and Human Services 2023 Purchase of Service Contracts and corresponding contract rates and authorize County Board Chair and Health and Human Services Director to sign said contracts.
12. Accept the 2023 Children's Mental Health Screening Grant from the MN Department of Human Services in the amount of \$130,657.00.
13. Authorize IMCare Director and County Board Chair to sign the Provider Participation Agreement between IMCare and Accra Care, Inc., a behavioral health provider.
14. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Peter Friedlieb for Interim Medical Director Services.
15. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Rachel Buchert for Dental Director Services.
16. Approve contract for Kathryn Miller Lavalier for public health response services.
17. Reduce the retainage for the CR 238 Bridge Replacement project (SAP 031-598-021) from 5% to 2%, resulting in a retainage of \$48,239.01.
18. Adopt the Resolution Re: Agency Agreement for Federal Participation in Advance Construction to execute the MnDOT Agency Agreement No. 1052150.
19. Approve OHV Challenge Cost Share Agreement Renewal and authorize necessary signatures.
20. Adopt the Resolution Re: Balsam Creek Bridge and Trail Improvement Project and Wabana Trail Boardwalk Project IRRR Regional Trails Grant Application and authorize necessary signatures.



21. Approve Final Sponsorship for the Bowstring Connection Snowmobile Trail and authorize necessary signatures.
22. Accept attached land classification list and schedule for 2023 Land Classification Meeting for Tuesday, March 7, 2023 at 10:00 am in the County Board Room.

## VI. REGULAR AGENDA

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

Farewell to Rebecca Boelter whose last day as an Eligibility Specialist, Health & Human Services Department, will be November 30, 2022 after 7 years of service.

Farewell to Joe Warmuth whose last day as a Highway Maintenance Supervisor, Transportation Department, will be December 30, 2022, after 21 years of service.

Welcome to new employee Carmen Robertson, Emergency Communications Specialist, Sheriff Department, effective November 28, 2022.

Welcome to new employee Brittany Garner, Medical Support Specialist, IMCare division of Health & Human Services Department, effective December 12, 2022.

Welcome to new employee Eric Ashby, Engineering Technician I, Transportation Department, effective December 12, 2022.

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| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
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3. Commissioner Warrants  
**Motion To:** Approve Commissioner Warrants with a check date of December 16, 2022, in the amount of \$1,359,632.86.

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| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

4. Commissioner Warrants  
**Motion To:** Authorize the County Board Chair to approve and sign off on the County Commissioner Warrants with a check date of December 22, 2022 on behalf of the entire Board of Commissioners.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

5. General Obligation Justice Center Bonds, Series 2023  
**Motion To:** Adopt the Resolution Re: Providing for the Issuance and Sale of General Obligation Justice Center Bonds, Series 2023, in the Proposed Aggregate Principal Amount of \$24,995,000.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Ben DeNucci                                        |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## 6. Approval of Passed Special Legislation

**Motion To:** Adopt the Resolution Re: Approval of 2021 Laws, Chapter 14, Article 8, Section 9 as Required Under Minnesota Statute Chapter 645.021 and authorize necessary signatures.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## 7. Proclamation

**Motion To:** Recognize Wednesday, December 14, 2022 as County, City, Tribal and State Health and Human Services Worker Day, as proclaimed by Governor Tim Walz.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## 8. Public Health Update

Public Health Division Manager Kelly Chandler provided a Public Health Division update, including information regarding influenza and RSV illnesses in Itasca County.

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| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
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## 9. Public Health 2022 Overview

Public Health Division Manager Kelly Chandler provided a Public Health 2022 Overview, including information regarding core services, essential functions, the public health system, and the local return on investment.

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| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
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## 10. County Based Purchasing (IMCare) Division Update/Presentation

IMCare Claims Supervisor Kim Huffman provided a County Based Purchasing (IMCare) Division update, including information regarding the number of claims processed and claims and interest payments made for the calendar year of 2022.

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| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
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## 11. Bowstring Connection Snowmobile Trail School Trust Lease Agreement

**Motion To:** Approve a lease agreement by and between Itasca County and the Minnesota Department of Natural Resources (DNR) for the authorization of a designated snowmobile trail through School Trust lands in Township 146N Range 25W and Township 147N Range 25W along the "Old Highway 6" corridor.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## 12. 2023 Legislative Priorities

**Motion To:** Approve the 2023 Legislative Priorities, as amended to include Property Valuation Caps, County Program Aid, and Broadband.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## 13. Schedule Legislative Meeting

**Motion To:** Schedule a Legislative Meeting on Monday, December 19, 2022 beginning at 12 PM in the Boardroom of the Itasca County Courthouse to discuss 2023 legislative priorities with the County's legislative delegation.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## 14. Tentative Appointments to Committees/Commissions/Boards

The Itasca County Board of Commissioners made tentative appointments to various Itasca County Committees/Commissions/Boards, per the following lists: Tentative 2023 Appointments to Itasca County Boards, Committees, Commissions - Advertised for these Vacancies Worksheet and Tentative 2023 Representative Appointments.

The Itasca County Board of Commissioners also made tentative in-house appointments to various Itasca County Committees/Commissions/Boards due to elected official changes, as follows: AEOA Board of Directors, AMC District II General Government Policy Committee, AMC District II Public Safety Policy Committee, AMC District II Transportation Policy Committee, ARDC - Full Commission, Arrowhead Counties Association (ACA), Association of Minnesota Counties (AMC), Bigfork River Board, Blackduck EMS Special Taxing District Board of Directors, Classification Committee - Ownership Management of Lands, Emergency Management Director, Extension Committee, Fairgrounds Park Committee, Grand Rapids/Itasca County Cooperating Committee, Highway 169 Completion Coalition, Highway 169 Cross Range Study Advisory Committee (SAC), Indian Affairs Task Force (IATF), Itasca Waters, Joint School/Public Library (Nashwauk), Laurentian RC&D Council, Mine/Safety Inspector, Minnesota Counties Intergovernmental Trust (MCIT), Minnesota Forest Resources Partnership (MFRP), Mississippi Headwaters Board, MN Counties Information System Board, NE MN Office of Job Training, Northeast Minnesota Area Transportation Partnership (NEMNATP), Northeast Minnesota Emergency Communications Board, Northeast Minnesota HOME Consortium Joint Powers Board, Northern Counties Land Use Coordinating Board (NCLUCB), Noxious Weed Appeal Committee, Nursing Home Board, Regional Railroad Authority, Regional Solid Waste Task Force (NEWAC), Risk Management Commission, Step 3 Grievance Committee, Upper Mississippi Headwaters One Watershed/One Plan (UMHW 1W/1P), Wastewater Management District, Western Mesabi Mine Planning Board (WMMPB), and Wetland Appeals Board; due to expected 2023 Chair and Vice-Chair changes, as follows: Children's Justice Initiative (CJI), Emergency Food and Shelter Program Board, Emergency Management Director - Deputy, Indian Affairs Task Force (IATF), Laurentian RC&D Council, Law Library Board, Minnesota Counties Intergovernmental Trust (MCIT), and Northern Counties Land Use Coordinating Board (NCLUCB); and others, as follows: Grand Rapids/Itasca County Cooperating Committee.

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| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
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**VII. COMMISSIONER COMMENTS**

Commissioner Snyder provided comment regarding the Open House in honor of outgoing elected county officials to be held on Tuesday, December 20, 2022 from 12 noon until 2 PM in the Boardroom of the Itasca County Courthouse.

Commissioner Ives provided comment regarding his attendance at the recent Itasca County Township Association (ICTA) meeting.

**VIII. CLOSED SESSIONS****RECESS**

Chair Snyder recessed the meeting at 4:37 PM.

**RECONVENE**

Chair Snyder reconvened the meeting at 6 PM, with all members present.

**IX. PUBLIC MEETING****1. Unorganized Township Road and Bridge Levy**

County Engineer Karin Grandia provided information regarding the Unorganized Township Road and Bridge Levy and the recommendation to lower the Unorganized Township Road and Bridge Levy from 13% to 10% for 2023.

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|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

**2. Public Meeting & Adoption of Levy and Budget**

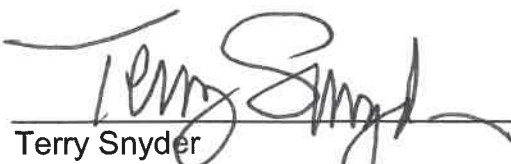
Chief Deputy Auditor/Treasurer Deb Davis and Accounting Manager Gail Guck presented information regarding the County budget process, proposed expenditures, proposed revenues and revenue sources, proposed levy and levy history, and proposed tax analysis.

**Motion To:** Adopt the Resolution Re: 2023 County Levy, which sets the 2023 Levy & Budgets for Itasca County and authorizes the County Auditor/Treasurer to transfer funds to cover any fund balances that are in a deficit.

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

**X. ADJOURN**

Chair Snyder adjourned the meeting at 6:36 PM.

**ATTEST**  
Terry Snyder  
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, December 13, 2022

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**RESOLUTION 2022-72**

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**RE: AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION**

**BE IT RESOLVED**, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Itasca County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

**BE IT FURTHER RESOLVED**, the County Board Chairman and the County Auditor are hereby authorized and directed for and on behalf of Itasca County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052150", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.

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Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

**RESOLUTION 2022-73**

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**RE: BALSAM CREEK BRIDGE AND TRAIL IMPROVEMENT PROJECT AND WABANA TRAIL  
BOARDWALK PROJECT**

**WHEREAS**, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRRB) for the Recreational Trails Grant, and

**WHEREAS**, Itasca County Land Department is working to seek additional funding for Balsam Creek Bridge and Trail Improvement project and the Wabana Trail Boardwalk project, and

**WHEREAS**, a Recreational Trails grant is available to fund fifty (50) percent of the cost of projects under this grant, and

**WHEREAS**, Itasca County recognizes the fifty (50) match requirements for the IRRRB Recreational Trails grant, and that they will secure matching funds.

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

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

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|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.

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Administrator





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

**RESOLUTION 2022-74**

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**RE: PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION JUSTICE CENTER BONDS, SERIES 2023, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$24,995,000**

**BE IT RESOLVED** By the Board of Commissioners (the “Board”) of Itasca County, Minnesota (the “County”) as follows:

1. Authorization. It is hereby determined that:

(a) The County is authorized to finance upgrades to or new construction of a correctional facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices (collectively, the “Project”) through the issuance of general obligation bonds in accordance with Minnesota Statutes, Chapter 475, as amended (the “Act”), and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9 (the “Special Law”).

(b) The Special Law provided that the general obligation bonds may be issued in a principal amount of up to \$75,000,000, plus an amount to be applied to the payment of costs of issuance of bonds and that the bonds may be paid from or secured by any funds available to the County, including a sales and use tax.

(c) On November 8, 2022, a majority of the voters voting in the general election approved the ballot question relating to the imposition of a sales and use tax of one percent (1%) for thirty (30) years or until the Project is paid for, whichever comes first, to finance the Project (the “Sales and Use Tax”).

(d) It is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Justice Center Bonds, Series 2023 (the “Bonds”), in the proposed aggregate principal amount of \$24,995,000, pursuant to the Act and the Special Law, to finance the Project.

(e) The County is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the County has retained an independent municipal advisor in connection with such sale. The actions of the County staff and the County’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

2. Sale of Bonds. To finance the Project, the County will therefore issue and sell the Bonds in the proposed aggregate principal amount of \$24,995,000, which amount is subject to adjustment in accordance with the Request for Proposals to be prepared by the County’s municipal advisor (the “Request for Proposals”). The Bonds will be issued, sold, and delivered in accordance with the Request for Proposals.

3. Authority of Municipal Advisor. PFM Financial Advisors LLC (the "Municipal Advisor") is authorized and directed to negotiate the Bonds on behalf of the County in accordance with the Request for Proposals. The Board will meet on January 10, 2023, or another date to be determined in consultation with the Municipal Advisor, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the County ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the County are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

5. Covenants. In the resolution awarding the sale of the Bonds, the Board will set forth the covenants and undertakings required by the Act.

6. Official Statement. In connection with the sale of the Bonds, the officers or employees of the County are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

7. Reimbursement. The County has or may have incurred certain expenditures with respect to the Project that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The County hereby declares its intent to reimburse certain costs of the Project from proceeds of the Bonds (the "Declaration"). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150 2 of the Treasury Regulations promulgated under the Code.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Ben DeNucci                                        |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.



Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

**RESOLUTION 2022-75**

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**RE: APPROVAL OF 2021 LAWS, CHAPTER 14, ARTICLE 8, SECTION 9 AS REQUIRED UNDER  
MINNESOTA STATUTE CHAPTER 645.021**

**WHEREAS**, Pursuant to Minnesota Laws 2021, First Special Session, Chapter 14, Article 8, Section 9, the Minnesota Legislature authorized the County of Itasca to impose a local sales and use tax to provide revenues to pay the costs of collecting and administering the tax to the commissioner of revenue of the state of Minnesota and to finance the capital and administrative costs related to the funding of designated projects as defined in Minnesota Laws 2021, First Special Session, Chapter 14, Article 8, Section 9, and approved by the voters at the November 8, 2022 referendum; and

**WHEREAS**, Itasca County identified the designated projects as the new construction of or upgrades to correctional facilities, new construction of or upgrades to court facilities including ancillary support accommodations, and new construction of or upgrades to county office, including capital costs, administrative costs, and the costs needed for securing and paying debt service on bonds issued for the designated project, in an amount that will not exceed \$75,000,000; and

**WHEREAS**, Minnesota Statute Chapter 645.021, subd. 2 provides, "*A special law shall not be effective without approval of the local government unit or units affected . . . approval shall be by resolution adopted by a majority of all members of the governing body of the unit unless another method of approval is specified by the particular special law.*"; and

**WHEREAS**, Itasca County followed the process established in Minnesota Statute Chapter 297A.99 and submitted the question to the voters on November 8, 2022 and the vote totals were: Yes 12,474; No 8,819 ; and

**WHEREAS**, the Itasca County Board has determined that it is in the best interest of the County and its residents to approve the special law and implement a Local Sales and Use Tax of 15 for up to thirty years or \$75,000,000 dollars, whichever comes first, to fund the designated projects; and

**WHEREAS**, The Commissioner of Revenue of the State of Minnesota is authorized to impose, administer, collect and enforce state sales and use tax laws and rules under Minnesota Statutes Chapters 270C, 289A, 297A, and Minnesota Rules, Chapter 8130, as amended from time to time; and

**NOW THEREFORE BE IT RESOLVED:**

1. That the Special Law is hereby approved in all respects and the Local Sales and Use Tax shall apply to sales and purchases made on or after April 1, 2023.
2. That Itasca County shall promptly file with the Minnesota Secretary of State the Certificate of Approval required by Minnesota Statute 645.021, subd. 3.
3. That Itasca County Staff are authorized and directed to take all actions necessary to implement

the Special Law.

4. That Itasca County Staff are authorized and directed to take all actions to assist the Commissioner of Revenue of the State of Minnesota to impose, administer, collect, and enforce the Local Sales and Use Tax as authorized by law.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.



Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**RESOLUTION 2022-76**

**RE: 2023 COUNTY LEVY**

**WHEREAS**, Minnesota Statutes 275.065 requires the County Board to adopt a final property tax levy; and

**WHEREAS**, Minnesota Statutes 275.065 requires the County Board to conduct a public meeting prior to the adopting of its final property tax levy; and

**WHEREAS**, the budget requests, revenue projections, levy data, and needs of Itasca County have been duly considered; and

**WHEREAS**, the Board of Commissioners did approve the following property tax levies for 2023 in the stated amounts:

|                        |              |
|------------------------|--------------|
| Revenue                | \$17,371,196 |
| Road and Bridge        | 6,780,002    |
| Human Services         | 12,311,066   |
| Environmental Services | -0-          |
| Regional Library       | 392,709      |
| Capital Bonds          | 4,411,169    |

|                 |              |
|-----------------|--------------|
| TOTAL 2023 LEVY | \$41,266,142 |
|-----------------|--------------|

**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Auditor/Treasurer is hereby authorized and directed to spread the levy on the tax rolls of the County.

**BE IT FURTHER RESOLVED**, that the Unorganized Fire Spread Levy be set at 3.5% and the Unorganized Road and Bridge Spread Levy be set at 10% for 2023.

**BE IT STILL FURTHER RESOLVED**, that on the recommendation of the Itasca County Board of Commissioners, the 2023 budget as presented, totaling \$116,313,046 in revenue and \$161,632,982 for expenditures, is approved. The reserve use totals \$4,053,794. Details of the budget are available in the office of the Itasca County Auditor/Treasurer for public inspection during normal business hours. Capital lease payments are budgeted at 100%. However, if the total tax collections are lower than the payment amount, funds will be transferred from reserves.

**BE IT STILL FURTHER RESOLVED**, that the 2023 expenditure budget for the elected positions of Auditor/Treasurer, Attorney, Sheriff, and Recorder be set at: Auditor/Treasurer \$1,441,265, Election \$233,500, Risk Management \$720,333, Safety Inspector \$2,000; Attorney \$2,044,855, Victim Assistance Program \$106,873; Sheriff \$7,094,332, D.A.R.E. \$22,600, Boat & Water \$193,295, E-911

System \$0, Snowmobile Grant \$1,500, Sheriff Radio \$120,500, Emergency Management \$232,362, Jail \$3,879,031, Crime Prevention Grant \$0, Search & Rescue \$46,500, Dive Team \$0, Permit to Carry \$15,000, ATV Grant \$2,500, SWAT \$50,000; and Recorder \$473,859.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.



Administrator





December 13, 2022

Chair:

**PULL:** None

**ADDITIONS:** None

**CHANGES:** None

**INFORMATIONAL:**

1. Item #6.6 - Additional Information
2. Item #6.9 - Additional Information
3. Item #6.12 - Additional Information
4. Item #6.14 - Additional Information



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 22, 2022

2:30 PM

Itasca County Boardroom

## DRAFT

### REGULAR SESSION MINUTES

#### I. CALL TO ORDER

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

| Attendee Name  | Title       | Status  | Arrived |
|----------------|-------------|---------|---------|
| Davin Tinquist | District #1 | Absent  |         |
| Terry Snyder   | District #2 | Present | 2:30 PM |
| Leo Trunt      | District #3 | Present | 2:30 PM |
| Burl Ives      | District #4 | Present | 2:30 PM |
| Ben DeNucci    | District #5 | Present | 2:30 PM |

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Add Item #6.9 (Court Appointed Attorney Contract) and approve the agenda, as amended.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                        |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |
| <b>ABSENT:</b>   | Davin Tinquist                                  |

#### IV. MINUTES APPROVAL

**Motion To:** Approve the minutes of the Thursday, November 10, 2022 County Board Regular Session and the Tuesday, November 15, 2022 County Board Work Session.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                          |
| <b>SECONDER:</b> | Commissioner Burl Ives                          |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |
| <b>ABSENT:</b>   | Davin Tinquist                                  |

#### V. CONSENT AGENDA

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

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                        |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |
| <b>ABSENT:</b>   | Davin Tinquist                                  |

1. Adopt the Resolution Re: Year 2023 Schedule of Itasca County Board Meetings.
2. Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

3. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.
4. Authorize IMCare Director and County Board Chair to sign the Provider Participation Agreement between IMCare and Always in Motion Chiropractic and Wellness, PA
5. Approve a service contract between Itasca County and the Itasca County Agricultural Association for 2023 property management services at the Fairgrounds Park in the amount of \$66,000.00, to be paid from Park System Account 12-610-510 and authorize necessary signatures.
6. Adopt the Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

## VI. REGULAR AGENDA

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

Farewell to Bruce Norman whose last day as a Social Worker, Health & Human Services, will be December 2, 2022 after 8 years of service.

Farewell to Bill Anwiler whose last day as a Highway Maintenance Worker, Transportation Department, will be January 17, 2023 (last day in office November 23, 2022) after 15 years of service.

Welcome to Joe Connelly, Forester, Land Department, effective November 21, 2022.

Farewell to Alyssa Mandich whose last day as a Social Worker, Health & Human Services, will be November 30, 2022 after 6 months of service.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

3. Commissioner Warrants

**Motion To:** Approve Commissioner Warrants with a check date of November 25, 2022, in the amount of \$1,452,008.32.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                          |
| <b>SECONDER:</b> | Commissioner Ben Denucci                        |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |
| <b>ABSENT:</b>   | Davin Tinquist                                  |

4. ICHHS Warrants

**Motion To:** Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for November 2022, in the amount of \$1,495,789.97.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                          |
| <b>SECONDER:</b> | Commissioner Burl Ives                          |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |
| <b>ABSENT:</b>   | Davin Tinquist                                  |

5. County Based Purchasing (IMCare) Division Update/Presentation  
QI/UM Director Peggy Rosik provided a County Based Purchasing (IMCare) Division update, including information regarding IMCare enrollment and authorization trends.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

## 6. Board Consideration of 2023 Provider Request using ARPA Funds

**Motion To:** Approve one-time payments from American Rescue Plan (ARP) Funds to Go Forward (\$15,000), Northland Counseling Center (\$40,000), North Homes (\$50,000), and Ross Resources (\$10,000) in the amount of \$115,000, as recommended by the Board Appointed Subcommittee, with the understanding that providers will submit a project narrative.

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (3 TO 1)</b>           |
| <b>MOVER:</b>    | Commissioner Leo Trunt             |
| <b>SECONDER:</b> | Commissioner Burl Ives             |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives |
| <b>NAYS:</b>     | Ben DeNucci                        |
| <b>ABSENT:</b>   | Davin Tinquist                     |

## 7. 2023 ECPN Application

**Motion To:** Authorize County Administrator Brett Skyles to sign the 2022 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of \$324,014.91, with the use of reserves for the unbudgeted amount of \$144,014.91.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                        |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |
| <b>ABSENT:</b>   | Davin Tinquist                                  |

## 8. Land Department 2021 Annual Report

Land Commissioner Cory Cease provided the 2021 Land Department Annual Report.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

## 9. Court Appointed Attorney Contract

**Motion To:** Approve a contract for Court Appointed Attorney services with Paul Shaffer, for the term of December 1, 2022 through December 31, 2023, and authorized necessary signatures.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                          |
| <b>SECONDER:</b> | Commissioner Ben Denucci                        |
| <b>AYES:</b>     | Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |
| <b>ABSENT:</b>   | Davin Tinquist                                  |

## VII. COMMISSIONER COMMENTS

## VIII. CLOSED SESSIONS

## IX. ADJOURN

Chair Snyder adjourned the meeting at 3:40 PM.

## ATTEST

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Terry Snyder  
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, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2669**

---

**DEPARTMENT:** Transportation

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Karin Grandia

---

**AGENDA ITEM:**

Unorganized Township Road and Bridge Levy

---

**BOARD ACTION REQUESTED:**

Discuss the Unorganized Township Road and Bridge Levy.

**BACKGROUND:**

In recent history, the unorganized township road and bridge levy rate has been set at 13%. During the 2022 budget meeting, the same percentage was set for the preliminary 2023 UT road and bridge levy. Once the final County wide valuations were completed, I reviewed the proposed tax collections and compared that amount to the proposed budget expenditures. The proposed collections exceed the expected revenues. Therefore, it is my recommendation that the percentage levied in unorganized townships for road and bridge purposes is lowered from 13% to 10%.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2670**

---

**DEPARTMENT:** Auditor / Treasurer  
**PRESENTER:** Gail Guck, Deb Davis

**TIME REQUESTED:** 30 Minutes

---

**AGENDA ITEM:**  
Public Meeting & Adoption of Levy and Budget

---

**BOARD ACTION REQUESTED:**  
Hold a Public Meeting regarding the 2023 Budget and Levy.

Adopt the Resolution Re: 2023 County Levy, which sets the 2023 Levy & Budgets for Itasca County, and authorizes the County Auditor/Treasurer to transfer funds to cover any fund balances that are in a deficit.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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**RESOLUTION 2022-76**

**RE: 2023 COUNTY LEVY**

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| <br>TOTAL 2023 LEVY    | <br>\$41,266,142 |

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System \$0, Snowmobile Grant \$1,500, Sheriff Radio \$120,500, Emergency Management \$232,362, Jail \$3,879,031, Crime Prevention Grant \$0, Search & Rescue \$46,500, Dive Team \$0, Permit to Carry \$15,000, ATV Grant \$2,500, SWAT \$50,000; and Recorder \$473,859.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

STATE OF MINNESOTA  
Office of County Administrator  
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Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2649**

---

**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Amanda Schultz

---

**AGENDA ITEM:**

Bowstring Airport Hangar Lease - Leon Bachman (Busse)

---

**BOARD ACTION REQUESTED:**

Approve the renewal of the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2023, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Bowstring Airport Hangar Lease - Bachman 2023-2025

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

(Third term of lease for 01/01/2023 – 12/31/2025)

## **LEASE**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Itasca County Board of Commissioners, a governmental subdivision of Itasca County, Minnesota, and BOWSTRING AIRPORT COMMISSIONERS, hereinafter known as Lessor, and Leon Bachman of 1111 4<sup>th</sup> Ave NE, Independence, IA, hereinafter known as Lessee:

WITNESSETH:

That the Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, hereby lease unto said Lessee the following described premises, to-wit:

see attached plat

To have and to hold the same for a period of three (3) years from January 1, 2023, upon the following terms, conditions, covenants and agreements, to-wit:

The Lessee shall pay for said Lease in advance each year the annual rental of \$428.80 (\$ .10 per sq ft – 130 x 32 = 4160 sq ft and kick-out – 8 x 16 = 128 sq ft) for the year, payable to the Bowstring Airport Commission, Box 4, Bowstring, MN 56631.

Provided, however, that this agreement is entered into upon the following terms and conditions, all of which the parties hereto covenant to keep and perform:

1. Lessor hereby grants and gives to the Lessee, at the Lessee's option, the privilege of eight (8) successive renewals of the Lease, each renewal to be for a period of three (3) years respectively, and to be subject to all the terms and conditions of the Lease. Lessor considers the rental of (4) cents per square foot as a minimal or nominal rental, and it may become expedient, advisable and necessary to increase said rental during any renewal of the Lease. It is agreed that said rental may be increased, provided that such increase rental shall not exceed the rental paid for square foot by any other similar Lessee at Bowstring Airport.

If the Lessee desires to renew this Lease upon the premises herein described, Lessee shall notify the Lessor in writing by registered mail to the Bowstring Airport Commission of their intent to request the renewal of said Lease upon the premises described at least thirty (30) days prior to the expiration of the then current lease.

2. The said Lessee shall have the right to use said property for the following uses and for no other, to-wit:

To erect and maintain a hangar for private aircraft. Not with standing any conditions herein contained, Lessee is given the exclusive use and control of only such premises as are occupied by hangar space and for which rental is paid.

3. It is further agreed that the hangar described herein and any other structure shall not be erected upon said property herein leased until the plans and specifications

Hangar Lease  
Leon Bachman

thereon have been approved by the Lessor, and that all building and structures placed thereon shall be kept in neat and orderly condition and shall be painted or repainted at such time or times and of such color or colors as may be directed by the Lessor herein, State Department of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over said airport. No additions, modifications or alterations shall be made to any building or structure which are initially approved unless Lessee shall submit new or additional plans and specifications and Lessor approves the same.

After the plans and specifications (original or modified) have been approved by Lessor, Lessee shall apply to the County of Itasca building official for a building permit. All buildings and structures must comply with the building code in force and effect in the County of Itasca.

4. No signs or advertising matter of any kind shall be painted, posted or displayed upon any such buildings, or structures, or upon said premises or elsewhere on said Bowstring Airport without the written consent of the Lessor.

5. No excavation shall be made upon said premises and no fences or sidewalks shall be constructed thereon without the written consent of the Lessor.

6. No buildings or structures placed upon said premises by said Lessee shall become a part of the realty, except as hereinafter provided.

7. Explosives, gasoline, oil and other highly inflammable material of all kinds kept on said premises shall be kept in such manner as the Lessor shall from time to time determine.

8. The Lessee hereby agrees to indemnify and hold harmless said Lessor and leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on said Bowstring Airport by the Lessee; and the Lessee further agrees to indemnify and hold harmless the said Lessor from all liability or claim of liability, and to pay any judgment rendered against said Lessor and to reimburse the Lessor for any expense incurred it by reason of any action or suit at law or inequity brought against it, in which it is made a party, by reason of the erection of any such buildings or structure or by reason of the occupancy or use by the tenant of the premises herein granted or in any way relating to or connected with the use of the premises of the Lessor. For the purpose of this paragraph the term 'expense' shall be construed to include all costs incurred by the Lessor in the defense or settlement of said action or suit including attorneys' fees, filing fees, salaries and expenses of any officials or employees of said Lessor while engaged in the defense or settlement of said action suit.

9. The Lessee agrees to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the terms of this agreement upon or against any improvements or equipment on said leased premises, or on account of transaction of business thereon by the Lessee. If the Lessee shall fail or neglect to pay any of said taxes, assessments, license fees, or other charges when the same become due, the

Hangar Lease  
Leon Bachman

Lessor herein may pay the same together with any cost or penalty which may have accrued thereon, and collect the entire amount due to the Lessor upon demand therefore, and in default thereof, the Lessor shall have a first lien on said building, for the amount due and payable.

10. In the event that Bowstring Airport is closed, the Lessor shall give the Lessee written notification, by certified mail, notice of the closure at least twelve months prior to date of the closure.

11. The Lessee shall, upon the termination of this Lease, restore said leased premises in the same or as good condition as they were in when they were entered by the Lessee, and upon the Lessee's failure to do so within ninety (90) days after the termination of this Lease, said premises may be so restored by the Lessor and the expense thereon shall be promptly paid by the Lessee.

12. If, upon the termination of said Lease, the Lessee shall have paid all taxes, assessments and rent by it payable, and shall not be in any default of the terms and conditions of this Lease on its part to be kept and performed, it shall have the privilege, within ninety (90) days from the date of termination of the Lease, of removing from said premises all buildings or property thereon belonging to the Lessee and shall within said period restore said premises to as good condition as the same was in when they were entered upon by the Lessee, and if such buildings or property are not so removed, the tenant hereby conveys the same absolutely to the Lessor, and the title thereto upon the expiration of said period shall vest in the Lessor without further act or conveyance.

13. Said Lessee further covenants and agrees that they shall carry, at their own expense and obligations, public liability insurance on the premises herein before described for the benefit of the general public for liability for reason of the use and occupancy of the premises herein leased and shall furnish evidence of such insurance to the Bowstring Airport Commission. The minimum amounts of public liability insurance carried by Lessee shall be in compliance with Minnesota Statutes 466.04 as amended.

14. If demanded by the Lessor during any time before construction or during construction of any building or structure of any kind upon said leased premises, or remodeling or alteration thereof, said Lessee shall furnish the Lessor a good and sufficient bond against liens to be approved by Lessor.

15. The Lessee agrees that, except in the case of students, only duly licensed pilots will operate any and all airplanes kept on the premises herein leased, and that it will at all times be subject to all laws of the United States, State of Minnesota, and, by any and all of the legislative bodies of said United States, State of Minnesota and Itasca County.

16. The Lessee hereby releases the Lessor from all liability for damage by reason of failure or want of title to the premises or any part thereof. It is understood by the parties that certain costs of construction, reconstruction, maintenance and future costs of improvements to the airport are paid and will be paid in part by State of Minnesota funds and United States Government funds, and that as a result, all leases of airport facilities must comply with certain State of Minnesota and United States Government requirements. It is therefore agreed that if this Lease should fail to comply in any

Hangar Lease  
Leon Bachman

respect with any of such State of Minnesota and United States Government requirements as to interfere with the continued share of costs by said units of government, then this Lease shall thereupon be amended in such fashion as to cause it to comply with the requirements and regulations of said units of government, provided that such amendments shall alter the context of the Lease as little as possible and still cause it to comply with such State and Federal regulations and requirements. If alterations would result in a material deviation from the general terms and conditions of this Lease then Lessor has the right to terminate this lease.

17. That the Lessee for himself, his personal representatives and assigns, does hereby covenant and agree, and such covenant is a covenant running with the land, that in construction of any improvements on, over or under said lands, and no persons on the grounds of race, color or natural origin shall be excluded from participation and denied the benefits or otherwise be subjected to discrimination; and the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title 6 of Civil Rights Act of 1964 and as said regulations may be amended and 31 C.F.R part 51.

18. This contract is entered into with the distinct understanding that both parties hereto are subject to all the requirements of Chapter 303, Laws of Minnesota for 1945 (M.S.A 360 and subsequent), all amendments thereto, and that all provisions hereof inconsistent with the provisions of said law shall be revised in accordance with the demands of proper authorities when such demands are made.

19. Said Lessee agrees to pay for all utilities, water, lights, etc., or any other service used on said premises during the term of this Lease or any renewal thereof.

20. Said Lessee also agrees, at Lessee's own cost and expense during the term of this Lease, or any renewal thereof, to put and keep said premises in good and substantial repair and keep said premises in a neat, clean and respectable condition and to put and keep such premises in condition that they will comply with all State, Federal and Municipal laws, charters, ordinances and regulations, at said Lessee's own risk, cost and expense. To provide at Lessee's sole expense any apron, taxiway, installation of utilities and other services necessary in order to comply with the terms of this Lease.

21. Said Lessee will quit and deliver said premises to the said Lessor peaceably and quietly at the end of the aforesaid term or end of any renewal thereof or at any previous termination; and if the said annual payments or any of them, whether the same be demanded or not, are not paid when they become due; or if any part of said premises or this Lease be assigned without the consent of the Lessor; or if any term, condition or covenant of this Lease on the part of said Lessee to be by said Lessee kept or performed, shall be violated or neglected, then and in either of said cases, the said Lessee does hereby authorize and fully empower the said Lessor, or its agent, to cancel and annul this Lease at once, and to re-enter and take possession of said premises.

It is mutually agreed that all of the covenants, terms and conditions of the Lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors

Hangar Lease  
Leon Bachman

and assigns of the respective parties hereto as fully as the respective parties are themselves bound.

IN TESTIMONY WHEREOF, the said Lessor has caused this Lease to be executed by its chairman and attested by its secretary; and said Lessee has caused this Lease to be executed the day and year first above written.

THIS LEASE SUPERCEDES ANY LEASE BETWEEN THE TWO PARTIES.

ITASCA COUNTY BOARD OF  
COMMISSIONERS

BOWSTRING AIRPORT  
COMMISSION

by \_\_\_\_\_  
Chair

by \_\_\_\_\_  
Chairperson

by \_\_\_\_\_  
Clerk to the County Board

by \_\_\_\_\_  
Secretary

LESSEE

\_\_\_\_\_  
Leon Bachman

cc: Itasca County Auditor/Treasurer  
Itasca County Assessor



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2646**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Amanda Schultz

---

**AGENDA ITEM:**

Bowstring Airport Hangar Lease - Kenneth Reichert

---

**BOARD ACTION REQUESTED:**

Approve the renewal of the Hangar Lease at the Bowstring Airport for Kenneth Reichert (7th successive renewal of lease) for a period of three (3) years from January 1, 2023, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Bowstring Airport Hangar Lease - Kenneth Reichert 2023-2025

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**LEASE**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Itasca County Board of Commissioners, a governmental subdivision of Itasca County, Minnesota, and BOWSTRING AIRPORT COMMISSIONERS, hereinafter known as Lessor, and Kenneth Reichert, of 47703 Nutmeg Road, Deer River, MN, hereinafter known as Lessee:

WITNESSETH:

That the Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, hereby lease unto said Lessee the following described premises, to-wit:

see attached plat

To have and to hold the same for a period of three (3) years from January 1, 2022, upon the following terms, conditions, covenants and agreements, to-wit:

The Lessee shall pay for said Lease in advance each year the annual rental of \$360.00 (\$.10 per sq ft – 3600 sq ft) for the year, payable to the Bowstring Airport Commission, Box 4, Bowstring, MN 56631.

Provided, however, that this agreement is entered into upon the following terms and conditions, all of which the parties hereto covenant to keep and perform:

1. Lessor hereby grants and gives to the Lessee, at the Lessee's option, the privilege of eight (8) successive renewals of the Lease, each renewal to be for a period of three (3) years respectively, and to be subject to all the terms and conditions of the Lease. Lessor considers the rental of (4) cents per square foot as a minimal or nominal rental, and it may become expedient, advisable and necessary to increase said rental during any renewal of the Lease. It is agreed that said rental may be increased, provided that such increase rental shall not exceed the rental paid for square foot by any other similar Lessee at Bowstring Airport.

If the Lessee desires to renew this Lease upon the premises herein described, Lessee shall notify the Lessor in writing by registered mail to the Bowstring Airport Commission of their intent to request the renewal of said Lease upon the premises described at least thirty (30) days prior to the expiration of the then current lease.

2. The said Lessee shall have the right to use said property for the following uses and for no other, to-wit:

To erect and maintain a hangar for private aircraft. Not with standing any conditions herein contained, Lessee is given the exclusive use and control of only such premises as are occupied by hangar space and for which rental is paid.

3. It is further agreed that the hangar described herein and any other structure shall not be erected upon said property herein leased until the plans and specifications thereon have been approved by the Lessor, and that all building and structures placed thereon shall be kept in neat

Hangar Lease  
Kenneth Reichert

and orderly condition and shall be painted or repainted at such time or times and of such color or colors as may be directed by the Lessor herein, State Department of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over said airport. No additions, modifications or alterations shall be made to any building or structure which are initially approved unless Lessee shall submit new or additional plans and specifications and Lessor approves the same.

After the plans and specifications (original or modified) have been approved by Lessor, Lessee shall apply to the County of Itasca building official for a building permit. All buildings and structures must comply with the building code in force and effect in the County of Itasca.

4. No signs or advertising matter of any kind shall be painted, posted or displayed upon any such buildings, or structures, or upon said premises or elsewhere on said Bowstring Airport without the written consent of the Lessor.

5. No excavation shall be made upon said premises and no fences or sidewalks shall be constructed thereon without the written consent of the Lessor.

6. No buildings or structures placed upon said premises by said Lessee shall become a part of the realty, except as hereinafter provided.

7. Explosives, gasoline, oil and other highly inflammable material of all kinds kept on said premises shall be kept in such manner as the Lessor shall from time to time determine.

8. The Lessee hereby agrees to indemnify and hold harmless said Lessor and leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on said Bowstring Airport by the Lessee; and the Lessee further agrees to indemnify and hold harmless the said Lessor from all liability or claim of liability, and to pay any judgment rendered against said Lessor and to reimburse the Lessor for any expense incurred it by reason of any action or suit at law or inequity brought against it, in which it is made a party, by reason of the erection of any such buildings or structure of by reason of the occupancy or use by the tenant of the premises herein granted or in any way relating to or connected with the use of the premises of the Lessor. For the purpose of this paragraph the term 'expense' shall be construed to include all costs incurred by the Lessor in the defense or settlement of said action or suit including attorneys' fees, filing fees, salaries and expenses of any officials or employees of said Lessor while engaged in the defense or settlement of said action suit.

9. The Lessee agrees to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the terms of this agreement upon or against any improvements or equipment on said leased premises, or on account of transaction of business thereon by the Lessee. If the Lessee shall fail or neglect to pay any of said taxes, assessments, license fees, or other charges when the same become due, the Lessor herein may pay the same together with any cost or penalty which may have accrued thereon, and collect the entire amount due to the Lessor upon demand therefore, and in default thereof, the Lessor shall have a first lien on said building, for the amount due and payable.

Hangar Lease  
Kenneth Reichert

10. In the event that Bowstring Airport is closed, the Lessor shall give the Lessee written notification, by certified mail, notice of the closure at least twelve months prior to date of the closure.

11. The Lessee shall, upon the termination of this Lease, restore said leased premises in the same or as good condition as they were in when they were entered by the Lessee, and upon the Lessee's failure to do so within ninety (90) days after the termination of this Lease, said premises may be so restored by the Lessor and the expense thereon shall be promptly paid by the Lessee.

12. If, upon the termination of said Lease, the Lessee shall have paid all taxes, assessments and rent by it payable, and shall not be in any default of the terms and conditions of this Lease on its part to be kept and performed, it shall have the privilege, within ninety (90) days from the date of termination of the Lease, of removing from said premises all buildings or property thereon belonging to the Lessee and shall within said period restore said premises to as good condition as the same was in when they were entered upon by the Lessee, and if such buildings or property are not so removed, the tenant hereby conveys the same absolutely to the Lessor, and the title thereto upon the expiration of said period shall vest in the Lessor without further act or conveyance.

13. Said Lessee further covenants and agrees that they shall carry, at their own expense and obligations, public liability insurance on the premises herein before described for the benefit of the general public for liability for reason of the use and occupancy of the premises herein leased and shall furnish evidence of such insurance to the Bowstring Airport Commission. The minimum amounts of public liability insurance carried by Lessee shall be in compliance with Minnesota Statutes 466.04 as amended.

14. If demanded by the Lessor during any time before construction or during construction of any building or structure of any kind upon said leased premises, or remodeling or alteration thereof, said Lessee shall furnish the Lessor a good and sufficient bond against liens to be approved by Lessor.

15. The Lessee agrees that, except in the case of students, only duly licensed pilots will operate any and all airplanes kept on the premises herein leased, and that it will at all times be subject to all laws of the United States, State of Minnesota, and, by any and all of the legislative bodies of said United States, State of Minnesota and Itasca County.

16. The Lessee hereby releases the Lessor from all liability for damage by reason of failure or want of title to the premises or any part thereof. It is understood by the parties that certain costs of construction, reconstruction, maintenance and future costs of improvements to the airport are paid and will be paid in part by State of Minnesota funds and United States Government funds, and that as a result, all leases of airport facilities must comply with certain State of Minnesota and United States Government requirements. It is therefore agreed that if this Lease should fail to comply in any respect with any of such State of Minnesota and United States Government requirements as to interfere with the continued share of costs by said units of government, then this Lease shall thereupon be amended in such fashion as to cause it to comply with the requirements and regulations of said units of government, provided that such amendments shall alter the context of the Lease as little as possible and still cause it to comply with such State and Federal regulations and requirements. If alterations would result in a

material deviation from the general terms and conditions of this Lease then Lessor has the right to terminate this lease.

17. That the Lessee for himself, his personal representatives and assigns, does hereby covenant and agree, and such covenant is a covenant running with the land, that in construction of any improvements on, over or under said lands, and no persons on the grounds of race, color or natural origin shall be excluded from participation and denied the benefits or otherwise be subjected to discrimination; and the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title 6 of Civil Rights Act of 1964 and as said regulations may be amended and 31 C.F.R part 51.

18. This contract is entered into with the distinct understanding that both parties hereto are subject to all the requirements of Chapter 303, Laws of Minnesota for 1945 (M.S.A 360 and subsequent), all amendments thereto, and that all provisions hereof inconsistent with the provisions of said law shall be revised in accordance with the demands of proper authorities when such demands are made.

19. Said Lessee agrees to pay for all utilities, water, lights, etc., or any other service used on said premises during the term of this Lease or any renewal thereof.

20. Said Lessee also agrees, at Lessee's own cost and expense during the term of this Lease, or any renewal thereof, to put and keep said premises in good and substantial repair and keep said premises in a neat, clean and respectable condition and to put and keep such premises in condition that they will comply with all State, Federal and Municipal laws, charters, ordinances and regulations, at said Lessee's own risk, cost and expense. To provide at Lessee's sole expense any apron, taxiway, installation of utilities and other services necessary in order to comply with the terms of this Lease.

21. Said Lessee will quit and deliver said premises to the said Lessor peaceably and quietly at the end of the aforesaid term or end of any renewal thereof or at any previous termination; and if the said annual payments or any of them, whether the same be demanded or not, are not paid when they become due; or if any part of said premises or this Lease be assigned without the consent of the Lessor; or if any term, condition or covenant of this Lease on the part of said Lessee to be by said Lessee kept or performed, shall be violated or neglected, then and in either of said cases, the said Lessee does hereby authorize and fully empower the said Lessor, or its agent, to cancel and annul this Lease at once, and to re-enter and take possession of said premises.

It is mutually agreed that all of the covenants, terms and conditions of the Lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound.

IN TESTIMONY WHEREOF, the said Lessor has caused this Lease to be executed by its chairman and attested by its secretary; and said Lessee has caused this Lease to be executed the day and year first above written.

Hangar Lease  
Kenneth Reichert

THIS LEASE SUPERCEDES ANY LEASE BETWEEN THE TWO PARTIES.

ITASCA COUNTY BOARD OF  
COMMISSIONERS

BOWSTRING AIRPORT  
COMMISSION

by \_\_\_\_\_  
Chair

by \_\_\_\_\_  
Chairperson

by \_\_\_\_\_  
Clerk to the County Board

by \_\_\_\_\_  
Secretary

LESSEE

\_\_\_\_\_  
Kenneth Reichert

cc: Itasca County Auditor/Treasurer  
Itasca County Assessor



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2668**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Amanda Schultz

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**AGENDA ITEM:**

Resignation of Appointment

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**BOARD ACTION REQUESTED:**

Accept the resignation of Aimee Johnson from the Extension Committee, effective Thursday, December 1, 2022.

**BACKGROUND:**

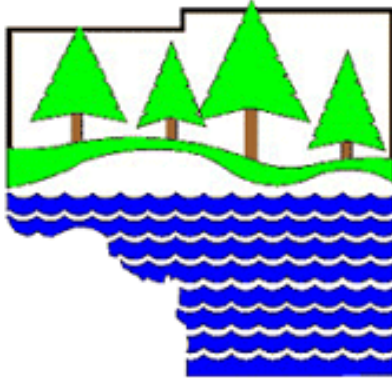
Resignation was provided to Keri Cavitt on December 1, 2022. If there are a sufficient number of applications during the appointment process, this vacancy could be filled at that time; otherwise it will be published along with any other remaining vacancies.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Extension Committee-Resignation Notice-A Johnson

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2673**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Brett Skyles

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**AGENDA ITEM:**

Extension of Contract for Municipal Services - Generator

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**BOARD ACTION REQUESTED:**

Approve a five (5) year extension to the Contract for Municipal Services between the City of Grand Rapids and Itasca County for connection to the County's emergency generator and authorize the County Board Chair and County Administrator to sign said extension.

**BACKGROUND:**

This is the third extension of said contract.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Contract and Addendums for Municipal Services - Generator
2. Third Addendum Extension of Contract

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## **CONTRACT FOR MUNICIPAL SERVICES**

THIS CONTRACT is made and entered into as of the 14th day of August, 2007 by and between the **City of Grand Rapids**, a Minnesota municipal corporation, hereinafter referred to as “**City**”, and **Itasca County**, hereinafter referred to as “**County**”.

1. The City wishes to make a connection to the County’s Courthouse Main Generator for the purpose of providing a backup power source for the Grand Rapids City Hall and the Grand Rapids Fire Hall located on N. Pokegama Ave. and NE 5<sup>th</sup> St.
2. All costs of the connection for the City, to the transformer box, located on 5<sup>th</sup> St. and NW 1<sup>st</sup> Ave. and to the termination points at the City Hall and the Fire Hall, will be the responsibility of the City, including engineering fees, as needed by the Grand Rapids Public Utilities Commission, switching devices, meters, wiring and construction.
3. The City agrees to pay to Itasca County an amount equal to \$400.00 per month (\$4,800.00 per year) for the City’s use of the generator which is to be paid on a quarterly basis. There will be an increase of 3% per calendar year beginning January 1, 2009.
4. The County agrees to maintain the Courthouse Main Generator in good working order, with proper maintenance, regularly scheduled testing to assure its performance for emergency use and assume all fuel costs. A notification of 24-48 hours shall be given to the City’s Information Technology Systems Administrator for any non-emergency work that may need to be completed that could potentially impact the system. This will allow time to coordinate activities to insure that future failures will not occur.
5. Either party may cancel this Contract (or any part thereof) at any time by giving written notice to the other party at least one hundred eighty (180) calendar days. This time line could be waived upon agreement by both parties. The term of this contract shall expire on December 31, 2012, at which time a new contract may be negotiated.
6. The City shall agree to hold harmless Itasca County for any electrical faults, power interruptions or electronic damage caused by the City’s connection to the Courthouse Main Generator.
7. City’s designated contact with regard to this Contract shall be the Information Technology Department’s Systems Administrator.
8. It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between City and County relating to the subject matter hereof.



City and County have executed this agreement by the authorized signatures below.

DATE: August 14, 2007

CITY OF GRAND RAPIDS, MINNESOTA

BY: Gary McInerney  
Gary McInerney, Mayor Pro-Tem

ATTEST: Shawn J. Gillen  
Shawn Gillen, City Administrator

DATE: August 14, 2007

ITASCA COUNTY, MINNESOTA:

BY: Catherine McLynn  
Catherine McLynn, Board Chairman

ATTEST: Robert Olson  
Robert Olson, Itasca County Coordinator

Approved as to form  
City Attorneys  
Dimich, Swanson & Sterle

BY: Chad Sterle

Date: Sept. 30, 2007

**ADDENDUM**  
**EXTENSION OF CONTRACT FOR MUNICIPAL SERVICES**

This Agreement is between the County of Itasca ("County") through its Administrative Services Department and the City of Grand Rapids, a Minnesota municipal corporation ("City") hereafter for the purposes of the Agreement and Extension to provide Municipal Services to the City.

1. **Extension.** The County and City agree to extend the Contract for Municipal Services between the parties dated August 14, 2007 (herein after "Contract") between the County and City termed August 14, 2007 through December 31, 2012.
2. **Date of Term.** The extension shall be in effect from January 1, 2013 through December 31, 2017, unless terminated sooner or extended into the future as provided in the Contract.
3. **Contract Fee.** Delete Section 3. of the Contract and replace with:

The city agrees to pay on a quarterly basis to Itasca County for the City's use of the generator an annual fee in each year of the term of this Contract as follows:

|                    |                         |
|--------------------|-------------------------|
| <b><u>2012</u></b> | <b><u>\$5402.44</u></b> |
| <b><u>2013</u></b> | <b><u>\$5564.51</u></b> |
| <b><u>2014</u></b> | <b><u>\$5731.45</u></b> |
| <b><u>2015</u></b> | <b><u>\$5903.39</u></b> |
| <b><u>2016</u></b> | <b><u>\$6080.49</u></b> |
| <b><u>2017</u></b> | <b><u>\$6262.90</u></b> |

4. **Indemnification.** Delete Section 6. of the Contract and replace with:

City shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the City, its agents, servants or employees, arising from the City's use of the municipal facilities pursuant to this Contract.

The City hereby expressly forever releases County from any claims, demands, injuries, damages, actions or causes of action whatsoever for any acts of active or passive negligence on the part of the County, its servants, agents, employees, and officers arising out of or connected with the use of the municipal facilities or the site pursuant to this Contract.

Liability herein shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

5. **Term conditions.** The County and City agree, except as modified herein, all of the terms and conditions contained in the Contract between the parties August 14, 2007, shall remain in full force and effect unless otherwise amended by mutual agreement of the parties or by law.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed.

CITY:

City of Grand Rapids

By Dale Adams  
Signature -

Date 1-29-13

By [Signature]

COUNTY:

Itasca County

By [Signature]  
Signature - Chair  
Itasca County Board of Commissioners

Date 2/12/2013

By Trish Klein  
Trish Klein, Administrator

Approved as to form:

[Signature] 2/12/13  
John J. Muhar, #75942  
Itasca County Attorney  
123 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744

## SECOND ADDENDUM EXTENSION OF CONTRACT FOR MUNICIPAL SERVICES

This Addendum is between the County of Itasca (“County”) through its Administrative Services Department and the City of Grand Rapids, a Minnesota municipal corporation (“City”) hereafter for the purposes of the amendment and extension of the Contract for Municipal Services.

Whereas, the County and City are parties to the Contract for Municipal Services between dated August 14, 2007 as previously amended and extended by Addendum between the parties dated February 12, 2013.

1. Extension. The County and City agree to extend the Contract for Municipal Services dated August 14, 2007 as amended by Addendum dated February 12, 2013.
2. Date of Term. The extension granted herein shall be in effect from January 1, 2018 through December 31, 2022, unless otherwise terminated sooner or extended into the future as provided in the Contract or any amendment thereto.
3. Contract Fee. Delete Section 3 of the Contract and Addendum and replace with:

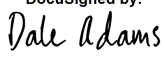
The City agrees to pay on a quarterly basis to the County for the City’s use of the generator an annual fee in each year of the term of this Contract as follows:

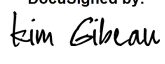
|      | <u>Yearly Total</u> | <u>Quarterly Total</u> |
|------|---------------------|------------------------|
| 2018 | \$6,450.80          | \$1,612.70             |
| 2019 | \$6,644.32          | \$1,661.08             |
| 2020 | \$6,843.65          | \$1,710.91             |
| 2021 | \$7,048.96          | \$1,762.24             |
| 2022 | \$7,260.43          | \$1,815.11             |

4. Terms Conditions. Other than as specifically modified herein in this Second Addendum, the rights and obligations incurred pursuant to the Contract for Municipal Services as amended prior hereto shall remain in full force and effect. In the event there is a conflict between the terms and conditions of the Contract for Municipal Services as amended and the terms and provisions of this Second Addendum the terms and provisions of this Second Addendum shall control.

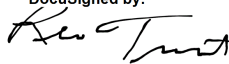
**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed.

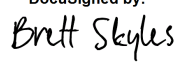
CITY:  
City of Grand Rapids

DocuSigned by:  
  
By: FDDF4E3027304D4...  
Mayor  
Grand Rapids City Council  
Date: 6/27/2018

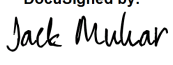
DocuSigned by:  
  
By: 52B45800AED44C0...  
Clerk

COUNTY:  
Itasca County

DocuSigned by:  
  
By: 19B7A1E0330841E...  
Chair  
Itasca County Board of Commissioners  
Date: 6/27/2018

DocuSigned by:  
  
By: 48CECC8421FD47F...  
Brett Skyles, Administrator

Approved as to form:

DocuSigned by:  
  
A905FBB50032407...  
John J. Muhar, #75942  
Itasca County Attorney  
123 NE Fourth Street  
Grand Rapids, MN 55744

**THIRD ADDENDUM  
EXTENSION OF CONTRACT FOR MUNICIPAL SERVICES**

This Addendum is between the County of Itasca (“County”) through its Administrative Services Department and the City of Grand Rapids, a Minnesota municipal corporation (“City”) hereafter for the purposes of the amendment and extension of the Contract for Municipal Services.

Whereas, the County and City are parties to the Contract for Municipal Services between dated August 14, 2007 as previously amended and extended by Addendums between the parties dated February 12, 2013 and June 27, 2018.

1. Extension. The County and City agree to extend the Contract for Municipal Services dated August 14, 2007 as amended by Addendums dated February 12, 2013 and June 27, 2018.
2. Date of Term. The extension granted herein shall be in effect from January 1, 2023 through December 31, 2027, unless otherwise terminated sooner or extended into the future as provided in the Contract or any amendment thereto.
3. Contract Fee. Delete Section 3 of the Contract and Addendums and replace with:

The City agrees to pay on a quarterly basis to the County for the City’s use of the generator an annual fee in each year of the term of this Contract as follows:

|      | <u>Yearly Total</u> | <u>Quarterly Total</u> |
|------|---------------------|------------------------|
| 2023 | \$7,478.24          | \$1,869.56             |
| 2024 | \$7,702.59          | \$1,925.65             |
| 2025 | \$7,933.67          | \$1,983.42             |
| 2026 | \$8,171.68          | \$2,042.92             |
| 2027 | \$8,416.83          | \$2,104.21             |

4. Terms Conditions. Other than as specifically modified herein in this Third Addendum, the rights and obligations incurred pursuant to the Contract for Municipal Services as amended prior hereto shall remain in full force and effect. In the event there is a conflict between the terms and conditions of the Contract for Municipal Services as amended and the terms and provisions of this Third Addendum the terms and provisions of this Third Addendum shall control.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed.

CITY:  
City of Grand Rapids

COUNTY:  
Itasca County

By: \_\_\_\_\_  
Mayor  
Grand Rapids City Council  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Itasca County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Brett Skyles, Administrator

Approved as to form:

\_\_\_\_\_  
Matti Adam  
Itasca County Attorney  
123 NE Fourth Street  
Grand Rapids, MN 55744



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2640**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Brett Skyles, Keri Cavitt

---

**AGENDA ITEM:**

University of Minnesota Extension Agreement Addendum

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**BOARD ACTION REQUESTED:**

Approve Addendum with University of Minnesota Extension to reflect the change from a 0.8 FTE to a 1.0 FTE, as approved by the Board during budget meetings, and authorize necessary signatures.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Itasca MOA Addendum - 2022-2024

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ADDENDUM TO**  
**Agreement between the University of Minnesota and Itasca County**  
**For providing Extension programs locally and employing Extension Staff**

This Addendum is made to the Memorandum of Agreement (“MOA”) for providing Extension programs locally and employing Extension staff between the County of Itasca, Minnesota (“County”) and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of November 28, 2022.

**Administrative Support Staff**

County agrees to provide the funds identified below to support a University employed Administrative Support Staff in the County Extension Office. This table is in addition to Table A in the Memorandum of Agreement and replaces County employed Support Staff as noted in section 3 of the MOA.

| Admin Support Specialist    | 2022 Price | 2023 Price | 2024 Price |
|-----------------------------|------------|------------|------------|
| Rate per Hour               | \$29.36    | \$30.02    | \$30.77    |
| Hours (2080 is 40 hrs/week) |            | 2080       | 2080       |
| Total                       |            | \$62,442   | \$64,002   |

This Addendum 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 Addendum 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.

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of Itasca

Regents of the University of Minnesota

BY \_\_\_\_\_  
Chair, County Extension Committee

By \_\_\_\_\_  
Dean

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Chair, County Board of Commissioners

DATE \_\_\_\_\_



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2660**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Deb Davis

---

**AGENDA ITEM:**

Tobacco License

---

**BOARD ACTION REQUESTED:**

Approve new tobacco license for Detroit Lakes Tobacco N Vape LLC dba Grand Rapids Tobacco N Vape Plus located at 3150 South Pokegama Avenue, #105, Grand Rapids MN 55744 for the period of December 13, 2022 through December 31, 2022.

**BACKGROUND:**

Grand Rapids Tobacco N Vape Plus is a new business in Grand Rapids and will be on the RBA for renewal with the other Alcohol and Tobacco license renewals for 2023.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2661**

---

**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Deb Davis

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**AGENDA ITEM:**

Tobacco License

---

**BOARD ACTION REQUESTED:**

Approve new tobacco license for River Rat One Stop LLC located at 38480 US Highway 2, Cohasset MN 55721 for the period of January 1, 2023 through December 31, 2023.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2664**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Deb Davis

---

**AGENDA ITEM:**

Liquor License

---

**BOARD ACTION REQUESTED:**

Approve new 3.2 On Sale/Off Sale Liquor License for Spider Lake LLC dba Spider Lake Resort located at 43859 Spider Lake Resort Road, Marcell MN 56657 for the period of January 1, 2023 through December 31, 2023.

**BACKGROUND:**

Spider Lake Resort has a current 3.2 On Sale/Off Sale License under the name of Jordan & Heather Broderick. Broderick's have recently sold the resort to Megan & Greg Porth resulting in the necessity to apply for a new 3.2 license under the new owners' names.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2662**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Deb Davis

---

**AGENDA ITEM:**

2023 Liquor/Tobacco License Renewals

---

**BOARD ACTION REQUESTED:**

Approve the 2023 Liquor/Tobacco License renewals for establishments in Itasca County.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. License Renewals - 2023

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

## **AUDITOR/TREASURER'S OFFICE**

### ATTACHMENT FOR RBA FOR DECEMBER 6, 2022 MEETING

#### **Board action requested:**

APPROVE THE FOLLOWING 2023 BEER, LIQUOR, AND TOBACCO LICENSE RENEWAL APPLICATIONS

| <b>Business Name</b>             | <b>Agent Name</b> | <b>License Type</b>                |
|----------------------------------|-------------------|------------------------------------|
| 38 Outpost                       | Almquist          | Off Sale, Tobacco                  |
| American Legion – Taconite       | Troumbly          | Tobacco                            |
| Anchor Inn Resort                | Chapman           | Off Sale, On Sale, Sunday          |
| Antler Lake Store & Motel        | Berzins           | Off Sale, Tobacco                  |
| Antler Lodge                     | Berzins           | Off Sale, On Sale, Sunday          |
| Balsam Store                     | Rehbein           | Tobacco                            |
| Balsam Liquor Store              | Rehbein           | Off Sale                           |
| Big Splithand Resort Bar & Grill | Moberg            | Off Sale, On Sale, Sunday          |
| Bigfork Wilderness Bar           | Westerman         | Tobacco                            |
| Blackberry Pines                 | Hamlin            | Off Sale, On Sale, Sunday          |
| Blueberry Bowl                   | Gullickson        | Off Sale, On Sale, Sunday          |
| Blueberry Hills Golf             | Osse              | 3.2, Tobacco, Wine                 |
| Bobbers Bar                      | Karau             | Off Sale, On Sale, Sunday          |
| Bottles & Beer Liquors           | Philips           | Tobacco                            |
| Bowstring Store                  | Schultz           | Tobacco                            |
| Casey's General Store (2)        | Casey             | Tobacco                            |
| Cedar Creek Grille               | Almquist          | On Sale, Sunday                    |
| Cenex Convenience Center GR      | Box               | Tobacco                            |
| Cut Foot Sioux Inn               | Perrington        | 3.2                                |
| Davis Oil                        | Wagner            | Tobacco                            |
| Deer Lake Charlie's              | Blackmer          | 3.2                                |
| Dixon Lake Resort                | Christensen       | Wine                               |
| Dollar General (2)               | DG Retail LLC     | Tobacco                            |
| Dozer's                          | Frank             | Off Sale, On Sale, Sunday          |
| Effie Country Service            | Powell            | Tobacco                            |
| Fish Tails Bar & Grill           | Herda             | Off Sale, On Sale, Sunday          |
| Fred's Store                     | Majewski          | Tobacco                            |
| Frontier Liquors                 | Peterson          | Tobacco                            |
| Frontier Sports                  | Bales             | 3.2, Tobacco                       |
| God's Country Outfitters         | Markgraf          | Tobacco                            |
| Golf on the Edge                 | Hanson            | On Sale, Sunday                    |
| Gosh Dam Place                   | Greiner           | Off Sale, On Sale, Sunday          |
| Grand Mart East                  | Skalko            | Tobacco                            |
| GR Tobacco N Vape Plus           | Barbarawi         | Tobacco                            |
| Great American Roadhouse         | Skalko            | Wine                               |
| Great Outdoors Bottleshop        | Maddern           | Off Sale, Tobacco                  |
| K-M Corner Store                 | Lallak            | Off Sale, Tobacco                  |
| Harwoods                         | Heathman          | Off Sale, Tobacco                  |
| Hayslips Corner                  | Liljenberg        | Off Sale, On Sale, Sunday, Tobacco |
| Holiday Station Store #162       | ----              | Tobacco                            |
| Holiday Station Store #248       | ----              | Tobacco                            |
| Hollywood Bait                   | Vekich            | Tobacco                            |
| Hoot-N-Holler                    | Boyer             | Off Sale, On Sale, Sunday          |
| Junction Bar & Grill             | Kloeckl           | Off Sale, On Sale, Sunday, Tobacco |

[illegible]



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2645**

---

**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Eric Villeneuve

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**AGENDA ITEM:**

HHS Advisory Committee Meeting Minutes

---

**BOARD ACTION REQUESTED:**

Accept the Minutes of the November 10, 2022 HHS Advisory Committee Meeting.

**BACKGROUND:**

Informational

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. ICHHSAC Minutes 11-10-2022

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**MINUTES**  
**HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)**  
**Thursday, November 10, 2022**  
**Virtual Teams Meeting / Itasca Resource Center / Room 122**

|                         |                                                                                                                         |                                                                                                                      |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>Members Present:</b> | <b>Lester Kachinske</b><br><b>Daniel Miesle</b><br><b>Ben Denucci</b><br><b>Angela Baratto</b><br><b>Sarah Anderson</b> | <b>Dan Seward</b><br><b>Lloyd Adams</b><br><b>Dorothy Abrahamson</b><br><b>Cheryl Lemler</b><br><b>Dave Holmbeck</b> |
| <b>Members Absent:</b>  | <b>Brandi Worrath</b><br><b>Craig Menozzi -- E</b><br><b>Crystal Terveer</b>                                            | <b>Renee Bymark -- E</b><br><b>Chris Jenkins</b><br><b>Kelly Chandler -- E</b>                                       |
| <b>Others Present:</b>  | <b>Eric Villeneuve</b><br><b>Brenda Oberg</b>                                                                           |                                                                                                                      |

**Call to Order:**

The meeting was called to order by Chair Lester Kachinske at 12:15 pm.

**Approval of May 12, 2022, Minutes:**

A motion was made by Lloyd Adams and seconded by Ben Denucci to approve the May 12, 2022, minutes. Motion carried.

**Additions/Corrections to Agenda:**

There were no additions or corrections to the agenda.

**Eric Villeneuve, Director:**

**Advisory Committee Member Application:**

Hailey Cortese (District #2) submitted an application for Advisory Committee membership.

A motion was made by Lloyd Adams and seconded by Dan Miesle to approve the application of Hailey Cortese for membership to the HHS Advisory Committee. Motion carried.

**Resignation:**

Craig Menozzi has resigned from the Advisory Committee. Eric thanked Craig for his years of service to the Advisory Committee.

A motion was made by Lloyd Adams and seconded by Ben Denucci to accept the resignation of Craig Menozzi. Motion carried.

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**HHS Advisory Committee Minutes**  
**Nov 10, 2022**

**IMCare Update:**

Sarah, IMCare Director, updated her staff is working on a 2023 contract requirement with DHS to do diversity, equity, and inclusion work. They implemented a work group which have been creating strategic plans, staff training, staff engagement, and working on engaging other partners within the community. Sarah also provided an update on the status of DHS and the RFP requiring counties to have 2 health plans for each county. IMCare has been the sole CBP (County Based Purchasing) plan for 40 years in Itasca County, and at this time it is business as usual for 2023, with DHS allowing Itasca County to be the only county in the state to have one sole option for a health plan. IMCare continues to work through the legal process.

**Public Health Update:** Kelly Chandler, Public Health Division Manager, was not able to attend but provided the following update:

- Staffing – currently have open PHN position
  - Highest needs are in our home and community-based positions (keeping elderly and persons with a disability living within their homes and out of nursing homes or high cost residential or inpatient placements).
- 988 Suicide Number Awareness – looking to promote on TikTok, radio ads (both with high school youth) and a school bus campaign
- WIC is back in person with travel to Deer River, Bigfork and Keewatin monthly.
- It is cold and flu season. If you haven't received your influenza vaccine, flu is here in MN. You can receive at pharmacies and clinics. Public Health has a limited supply remaining. Contact Casey Sharp if wanting to receive from Public Health.
- COVID – currently at a “medium” level of community spread.
- Strategic Planning completed with Aitkin-Itasca-Koochiching Community Health Board
  - Priority areas include education of elected officials on public health
  - Supporting public health staff

**Legislative Update:**

Eric included two handouts on the 2023 Association of Minnesota Counties (AMC) Potential Legislative Priorities in the agenda packet.

Association of Minnesota Counties (AMC) Potential 2023 Legislative Priority items that are in our realm are AMC supporting additional state investments across the housing spectrum, including but not limited to workforce and affordable housing, senior housing, and emergency and transitional housing supports. AMC supporting legislative efforts to

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**HHS Advisory Committee Minutes**  
**Nov 10, 2022**

address statewide and county-specific workforce shortages including through target tax incentives, educational assistance, and expansion of childcare access. AMC supports strengthening payment in lieu of taxes funding programs to address regional inequalities and guarantee full property tax loss replacement. AMC supports the state fully funding out-of-home placement costs for children under the Indian Child Welfare Act (ICWA) and supporting legislative action to provide comprehensive property tax relief through an increase in County Program Aid along with expanded benefits in the state's homestead exclusion, property tax refund, and targeted property tax refund programs. The Health and Human Services potential priorities are supporting a state investment in local public health to increase capacity to assure all people in Minnesota can expect a baseline of core services, supports developing Minnesota's mental health and developmental disabilities continuum of care, support long term sustainable and equitable funding, particularly regarding Family First Prevention Services Act Implementation and lastly, support major state investment in system transformations and modernization to achieve efficient service delivery in health and human services.

**Schedule of 2023 HHS Advisory Committee Meetings**

Meetings are held bi-monthly, on the second Thursday, beginning at 12:15 pm. (January/March/May/September/November) There are no meetings held during the months of June/July/August. Meetings will either be held virtually or in person, Brenda will notify you prior to the meeting. Informational.

Eric thanked Ben Denucci for his years of service on the Advisory Committee and expressed his appreciation.

**HHSAC Subcommittee Reports:**

**AMHAC:** Dan stated the council last met on November 1<sup>st</sup> and Mike Garner was the guest speaker. Mike facilitates suicide groups with Keisler Wellness Center. He shared his life story at their last meeting and it was very moving. A peer shared they used the automated taxi service, GoMarti, and had a positive experience and would recommend using it. The council is continuing to work with Veterans on gaps in services. The committee meets the first Tuesday of every month at Keisler Wellness Center at Noon, a free meal is provided, and meetings are open to the community.

**ICCOA:**

Lloyd updated they meet the 2<sup>nd</sup> Wednesday of each month, except for December, from 10:00 am – 12:00 pm at the YMCA. A meal is provided and they usually have a guest speaker each month. John Linder with Itasca County Emergency Management was the guest speaker last month and gave a good presentation. Tax season is fast approaching and arrangements are being made for the free tax service. The AARP tax program will be doing drop off service again this year at the United Methodist Church.

**Page Four**  
**HHS Advisory Committee Minutes**  
**Nov 10, 2022**

They are looking to find a larger space for next year to give them the ability to prepare more tax returns. If anyone is interested in volunteering with this tax program, please reach out to Lloyd.

**Provider Updates:**

**Northland Counseling** – Angie updated they are back to in-person services with some telehealth appointments. There are a lot of events coming up, Angie emailed information to Brenda to pass along to the Advisory group.

**Elder Circle** – Renee was not able to attend but Brenda shared her update. Santa Smiles has started, this is a giving tree for older adults who are alone on Christmas. The tree is in the Active Living Center which is located by ElderCircle office on the YMCA campus. Unwrapped gifts can be dropped off at ElderCircle. They are then wrapped and delivered the week of Christmas. Social Movability is a new program in partnership with Mobility Mania, Itasca Life Options, Arrowhead Transit and ElderCircle. A new Parkinson Support group will start in 2023. They will meet quarterly with a speaker and discussion sessions. These group sessions will be held at the Pillars. There is a new Memory Support group that is meeting at Majestic Pines monthly. This group is facilitated by trained leaders through the Alzheimer's Association. Lastly, Assisted Transportation continues to be one of the most utilized services and are always looking for volunteers. Drivers are reimbursed from the time they leave their home until they return home from their drive. Contact ElderCircle at 218-999-9233 if you are interested in volunteering.

**First Call for Help** – No update provided.

**Other:**

The next meeting is January 12, 2023.

**Adjournment:**

There being no further business to come before the Advisory Committee, a motion was made by Cheryl Lemler seconded by Dorothy Abrahamson to adjourn the meeting at 1:00 pm. Motion passed.



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2663**

---

**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Eric Villeneuve

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**AGENDA ITEM:**

Itasca County Health & Human Services 2023 Purchase of Service Contracts

---

**BOARD ACTION REQUESTED:**

Approve and accept the Itasca County Health and Human Services 2023 Purchase of Service Contracts and corresponding contract rates and authorize County Board Chair and Health and Human Services Director to sign said contracts.

**BACKGROUND:**

The Purchase of Service Contracts are annual provider contracts.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. ICHHS - Mental Health Contract Rates-exA 2023
2. ICHHS POS Contract Rates 2023

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

**EXHIBIT "A"**

**ITASCA COUNTY MENTAL HEALTH CONTRACT RATES**  
Effective 1/1/2023

| Service Description |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Procedure     | Proposed Rates                  |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------|
| 437                 | Employability                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Facility Emp  | \$20.00/day                     |
|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Supported Emp | \$20.00/day<br>\$11.00/half day |
| 443                 | Housing Subsidy                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               | \$55.00/hr.                     |
| 454                 | Interagency Team Psych Consultation                                                                                                                                                                                                                                                                                                                                                                                                                                    |               | \$150.00/hr                     |
| 490                 | <b>Child Rule 79 Case Management</b><br><br>The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.<br><br>CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 | T2023         | DHS MH TCM Rate Chart           |
| 491                 | <b>Adult Rule 79 Case Management</b><br><br>The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.<br><br>AMH-TCM the default rate with a caseload size of 26                           | T2023         | DHS MH TCM Rate Chart           |
| 492                 | <b>Child Welfare Targeted Case Management</b><br><br>The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.<br><br>CW-TCM the default rate with a caseload size of 25                   | T2023         | DHS MH TCM Rate Chart           |
| 408                 | Outpatient Diag Assess                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 90791         | \$152.53/session                |
|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 90792         | \$170.74/session                |
| 454                 | Outpatient Medication Monitoring<br>(maximum 8units/yr                                                                                                                                                                                                                                                                                                                                                                                                                 | 99213         | \$66.08/session                 |
| 468                 | Adult Day Treatment<br>(maximum 156 hrs/yr                                                                                                                                                                                                                                                                                                                                                                                                                             | H2012         | \$21.43/hr                      |

All services are to be prior authorized by ICHHS  
 ICHHS will not expand or subsidize MA coverage  
 All charges to be billed on HCFA 1500 forms

| CONTRACT                                                                  | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ABSOLUTE PCA</b><br>COUNTY FUNDED<br>HOMEMAKER<br>(EFFECTIVE 02/01/19) | \$10,000.00 MAXIMUM COUNTY PAID<br><br>County Funded Homemaker: \$16.81 per hour<br>\$ 4.61 per 15 min                                                                                                                                                                                                                                                                                                                                                                                          | \$10,000.00 MAXIMUM COUNTY PAID<br><br>County Funded Homemaker: \$16.81 per hour<br>\$ 4.61 per 15 min                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>ACCESS NORTH</b><br>SEMI INDEPENDENT<br>LIVING SERVICES (SILS)         | \$15,000.00 MAXIMUM COUNTY PAID<br>\$33.98 PER HOUR \$ 8.49 PER 15 MIN                                                                                                                                                                                                                                                                                                                                                                                                                          | \$15,000.00 MAXIMUM COUNTY PAID<br>\$33.98 PER HOUR \$ 8.49 PER 15 MIN                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>ADVANCED MINNESOTA</b><br>**<br>MFIP SERVICES<br>DWP SERVICES          | \$147,309.00 MAXIMUM COUNTY PAID<br><br>\$129,704.00 DWP & MFIP EMPLOYMENT SERVICES<br>\$ 17,605.00 ADMINISTRATION                                                                                                                                                                                                                                                                                                                                                                              | \$147,309.00 MAXIMUM COUNTY PAID<br><br>\$129,704.00 DWP & MFIP EMPLOYMENT SERVICES<br>\$ 17,605.00 ADMINISTRATION                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ADVOCATES FOR<br/>FAMILY PEACE -<br/>INTERVENTION<br/>PROGRAM</b>      | \$4,050.00 MAXIMUM COUNTY PAID                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$4,050.00 MAXIMUM COUNTY PAID                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>AEOA – MEALS</b>                                                       | \$18,414.00 MAXIMUM COUNTY PAID<br><br>COUNTY PAID MEALS<br><br>Congregate or home delivered meals 13,950 @ \$1.32 = \$18,414.00                                                                                                                                                                                                                                                                                                                                                                | \$18,414.00 MAXIMUM COUNTY PAID<br><br>COUNTY PAID MEALS<br><br>Congregate or home delivered meals 13,950 @ \$1.32 = \$18,414.00                                                                                                                                                                                                                                                                                                                                                                |
| <b>AEOA – MFIP</b>                                                        | \$167,309.00 MAXIMUM COUNTY PAID<br><br>\$129,704.00 DWP & MFIP PROGRAM<br>\$ 17,605.00 ADMINISTRATION<br>\$ 20,000.00 SUPPORTED WORK                                                                                                                                                                                                                                                                                                                                                           | \$167,309.00 MAXIMUM COUNTY PAID<br><br>\$129,704.00 DWP & MFIP PROGRAM<br>\$ 17,605.00 ADMINISTRATION<br>\$ 20,000.00 SUPPORTED WORK                                                                                                                                                                                                                                                                                                                                                           |
| <b>AMBULANCE - BIGFORK</b>                                                | Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2022-2023. The Agency will pay ambulance contractor <b>\$125.00 (maximum)</b> for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of <b>\$350.00</b> for behavioral calls for each uncollectible transport. | Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2022-2023. The Agency will pay ambulance contractor <b>\$125.00 (maximum)</b> for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of <b>\$350.00</b> for behavioral calls for each uncollectible transport. |
| <b>AMBULANCE -DEER<br/>RIVER</b>                                          | Pay the contractor \$10,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2021-2023. The Agency will pay ambulance contractor <b>\$125.00 (maximum)</b> for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of <b>\$350.00</b> for behavioral calls for each uncollectible transport. | Pay the contractor \$10,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2021-2023. The Agency will pay ambulance contractor <b>\$125.00 (maximum)</b> for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of <b>\$350.00</b> for behavioral calls for each uncollectible transport. |

| CONTRACT                                                                             | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
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| AMBULANCE -<br>NASHWAUK                                                              | Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2022-2023. The Agency will pay ambulance contractor <b>\$125.00 (maximum)</b> for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of <b>\$350.00</b> for behavioral calls for each uncollectible transport.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2022-2023. The Agency will pay ambulance contractor <b>\$125.00 (maximum)</b> for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of <b>\$350.00</b> for behavioral calls for each uncollectible transport. |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| PATTY BEECH                                                                          | 07/01/2022 – 12/31/2022, EXTENDED THROUGH 03/31/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 07/01/2022 – 12/31/2022, EXTENDED THROUGH 03/31/2024                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| BRIDGE RESIDENTIAL<br>FACILITY LLC<br><br>DOC RESIDENTIAL<br>SERVICES FOR MALES      | LICENSED FOR 8 INDIVIDUALS @ \$250.00/DAY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LICENSED FOR 8 INDIVIDUALS @ \$250.00/DAY                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| DR. PATTI CARLIN-<br>JANSSEN -<br>MEDICAL<br>CONSULTANT                              | \$2715.27 MAXIMUM COUNTY PAID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$2715.27 MAXIMUM COUNTY PAID                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| CHILDRENS' MENTAL<br>HEALTH/REACH<br><br>MENTAL HEALTH CASE<br>MANAGEMENT            | <div><div>\$103,500.00 MAXIMUM COUNTY PAID</div><table><tr><td>Diagnostic Assessment Interactive 90791 + 90785</td><td>\$165.06</td></tr><tr><td>Diagnostic Extended 90791 TG</td><td>\$366.07</td></tr><tr><td>Diagnostic Brief 90791 52/HN</td><td>\$152.53</td></tr><tr><td>Diagnostic Assessment Interactive/Extended 90791 TG/HN</td><td>\$366.07</td></tr><tr><td>Diagnostic Assessment 90791, 90791 HN session</td><td>\$152.53</td></tr></table><div>Rate effective 01/01/2022 through 06/30/2022:<br/>MH-TCM Children T2023 HE/HA per month \$410.44<br/>MH-TCM Adult T2023 HE per month \$345.00</div><div>Beginning 07/01/2022, the County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.</div></div> | Diagnostic Assessment Interactive 90791 + 90785                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$165.06 | Diagnostic Extended 90791 TG | \$366.07 | Diagnostic Brief 90791 52/HN | \$152.53 | Diagnostic Assessment Interactive/Extended 90791 TG/HN | \$366.07 | Diagnostic Assessment 90791, 90791 HN session | \$152.53 | <div><div>\$103,500.00 MAXIMUM COUNTY PAID</div><table><tr><td>Diagnostic Assessment Interactive 90791 + 90785</td><td>\$165.06</td></tr><tr><td>Diagnostic Extended 90791 TG</td><td>\$366.07</td></tr><tr><td>Diagnostic Brief 90791 52/HN</td><td>\$152.53</td></tr><tr><td>Diagnostic Assessment Interactive/Extended 90791 TG/HN</td><td>\$366.07</td></tr><tr><td>Diagnostic Assessment 90791, 90791 HN session</td><td>\$152.53</td></tr></table><div>The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.</div></div> | Diagnostic Assessment Interactive 90791 + 90785 | \$165.06 | Diagnostic Extended 90791 TG | \$366.07 | Diagnostic Brief 90791 52/HN | \$152.53 | Diagnostic Assessment Interactive/Extended 90791 TG/HN | \$366.07 | Diagnostic Assessment 90791, 90791 HN session | \$152.53 |
| Diagnostic Assessment Interactive 90791 + 90785                                      | \$165.06                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Extended 90791 TG                                                         | \$366.07                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Brief 90791 52/HN                                                         | \$152.53                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Assessment Interactive/Extended 90791 TG/HN                               | \$366.07                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Assessment 90791, 90791 HN session                                        | \$152.53                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Assessment Interactive 90791 + 90785                                      | \$165.06                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Extended 90791 TG                                                         | \$366.07                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Brief 90791 52/HN                                                         | \$152.53                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Assessment Interactive/Extended 90791 TG/HN                               | \$366.07                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| Diagnostic Assessment 90791, 90791 HN session                                        | \$152.53                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |
| COMPASS NORTH<br>PSYCHOLOGICAL<br>SERVICES, INC.<br>ADULT RULE 79 CASE<br>MANAGEMENT | ADULT RULE 79 CASE MANAGEMENT RATE OF \$345.00 PER MONTH FOR SERVICE ELIGIBLE CONSUMER, EFFECTIVE 01/01/2022 THROUGH 06/30/2022. Beginning 07/01/2022, the County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ADULT RULE 79 CASE MANAGEMENT RATE - The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26                                                                  |          |                              |          |                              |          |                                                        |          |                                               |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |          |                              |          |                              |          |                                                        |          |                                               |          |



| CONTRACT                                                                                                 | 2022 CONTRACT RATES                                                                                                                                                                                                                                       | 2023 CONTRACT RATES                                                                                                                                                                                                                                       |
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| <b>CORE PROFESSIONAL SERVICES</b><br><br>COURT ORDERED<br>JUVENILE SEX<br>OFFENDER TREATMENT<br>SERVICES | CONTRACT IN PLACE 07/01/21 – 06/30/2023                                                                                                                                                                                                                   | CONTRACT IN PLACE 07/01/21 – 06/30/2023                                                                                                                                                                                                                   |
| <b>COOPERATIVE SOLUTIONS, INC</b><br><br>FAMILY GROUP<br>DECISION MAKING<br>SERVICES                     | FAMILY GROUP DECISION MAKING GRANT<br><br>\$120.00 per hour<br>\$100.00 per hour co-facilitator<br>\$200.00 for liability insurance                                                                                                                       | FAMILY GROUP DECISION MAKING GRANT<br><br>\$120.00 per hour<br>\$100.00 per hour co-facilitator<br>\$200.00 for liability insurance                                                                                                                       |
| <b>CORTESE, PATRICIA</b><br><br>RULE 5 MENTAL HEALTH<br>SCREENINGS AND<br>DIAGNOSTIC<br>ASSESSMENTS      | \$23,805.00 MAXIMUM COUNTY PAID<br><br>Rule 5 Screenings \$100.00 per screening \$15,000 Max<br>Diagnostic Assessments \$122.09 per session \$1,500 Max<br>Clinical Supervision \$ 85.00 per hour \$7,305 Max<br><br>Mileage at Federal Reimbursable Rate | \$23,805.00 MAXIMUM COUNTY PAID<br><br>Rule 5 Screenings \$100.00 per screening \$15,000 Max<br>Diagnostic Assessments \$152.53 per session \$1,500 Max<br>Clinical Supervision \$ 85.00 per hour \$7,305 Max<br><br>Mileage at Federal Reimbursable Rate |
| <b>LEAH CROSSLEY</b><br><br>QUALIFIED INDIVIDUAL<br>ASSESSMENTS                                          | \$15,000.00 MAXIMUM COUNTY PAID EFFECTIVE 03/14/2022 -12/31/2022<br><br>\$50/HOUR                                                                                                                                                                         | \$15,000.00 MAXIMUM COUNTY PAID EFFECTIVE 03/14/2022 -12/31/2022<br><br>\$50/HOUR                                                                                                                                                                         |
| <b>ELDER CIRCLE</b><br><br>ELDERCIRCLE<br>PROGRAM/ADULT DAY<br>STAY                                      | \$71,281.00 MAXIMUM COUNTY PAID<br><br>ElderCircle Program \$45,281.00<br>Committee on Aging \$4000.00<br>Chore Service \$22,000.00<br><br>Adult Day Stay \$94.15/Day<br>Transportation \$3.37/15 Min. Increments                                         | \$71,281.00 MAXIMUM COUNTY PAID<br><br>ElderCircle Program \$45,281.00<br>Committee on Aging \$4000.00<br>Chore Service \$22,000.00<br><br>Adult Day Stay \$94.15/Day<br>Transportation \$3.37/15 Min. Increments                                         |
| <b>ELDERCIRCLE –</b><br><br>GUARDIANSHIP &<br>CONSERVATORSHIP                                            | \$31,500.00 MAXIMUM COUNTY PAID                                                                                                                                                                                                                           | \$31,500.00 MAXIMUM COUNTY PAID                                                                                                                                                                                                                           |
| <b>EMBRACE MENTAL HEALTH</b><br><br>EMDR (EYE MOVEMENT<br>DESENSITIZATION<br>REPROCESSING)<br>SERVICES   | \$5000.00 MAXIMUM COUNTY PAID<br><br>EYE MOVEMENT DESENSITIZATION REPROCESSING FOR TRAUMA AND<br>SECONDARY TRAUMA                                                                                                                                         | \$5000.00 MAXIMUM COUNTY PAID<br><br>EYE MOVEMENT DESENSITIZATION REPROCESSING FOR TRAUMA AND<br>SECONDARY TRAUMA                                                                                                                                         |

| CONTRACT                                                                                              | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                  | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                        |
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| ESSENTIA HEALTH<br>COMMUNITY<br>PARAMEDIC SERVICES                                                    | Hourly Rate \$100.00/Per Hour<br>Mileage Federal Mileage Rate<br><br>EFFECTIVE 10/01/2022 – 12/31/2022                                                                                                                                                                                                                                               | Hourly Rate \$100.00/Per Hour<br>Mileage Federal Mileage Rate                                                                                                                                                                                                                                                                                                                                              |
| FIRST CALL FOR HELP<br><br>CRISIS RESPONSE TEAM<br>SERVICES                                           | \$768,147.00 MAXIMUM COUNTY PAID<br><br>CRISIS RESPONSE TEAM SERVICES, PROTECTED TRANSPORTATION,<br>RESIDENTIAL CRISIS STABILIZATION, AND MEDICAL TRANSPORTATION                                                                                                                                                                                     | \$1,050,105.00 MAXIMUM COUNTY PAID<br><br>CRISIS RESPONSE TEAM SERVICES, PROTECTED TRANSPORTATION,<br>RESIDENTIAL CRISIS STABILIZATION, AND MEDICAL TRANSPORTATION                                                                                                                                                                                                                                         |
| FIRST CALL FOR HELP<br><br>24 HOUR CRISIS<br>INTERVENTION AND<br>INFORMATION AND<br>REFERRAL SERVICES | \$67,000.00 MAXIMUM COUNTY PAID<br><br>CRISIS INTERVENTION \$40,500<br>FAMILY COLLAB OUTLYING AREAS \$4,500<br>FAMILY COLLAB OUTREACH ASSISTANCE<br>W/COMPLETION OF IVE APS \$22,000                                                                                                                                                                 | \$67,000.00 MAXIMUM COUNTY PAID<br><br>CRISIS INTERVENTION \$40,500<br>FAMILY COLLAB OUTLYING AREAS \$4,500<br>FAMILY COLLAB OUTREACH ASSISTANCE<br>W/COMPLETION OF IVE APS \$22,000                                                                                                                                                                                                                       |
| FIRST CALL FOR HELP<br><br>DEPT OF JUSTICE<br>GRANT                                                   | \$197,000.00 MAXIMUM PAID -- BY US DEPT OF JUSTICE VIA ITASCA COUNTY<br>AS FISCAL HOST                                                                                                                                                                                                                                                               | \$197,000.00 MAXIMUM PAID -- BY US DEPT OF JUSTICE VIA ITASCA COUNTY<br>AS FISCAL HOST. EFFECTIVE 01/01/2023-09/30/2023                                                                                                                                                                                                                                                                                    |
| GO-FORWARD                                                                                            | LICENSED FOR 10 CLIENTS @ \$245.00/PER DAY<br><br>DOC RESIDENTIAL SERVICES FOR MALES AGES 10-21                                                                                                                                                                                                                                                      | LICENSED FOR 10 CLIENTS @ \$245.00/PER DAY<br><br>DOC RESIDENTIAL SERVICES FOR MALES AGES 10-21                                                                                                                                                                                                                                                                                                            |
| ITASCA COUNTY HRA –<br>HOUSING SUBSIDY<br>SERVICES TO SPMI<br>CLIENTS                                 | \$36,000.00 STATE MENTAL HEALTH INITIATIVE FUNDS                                                                                                                                                                                                                                                                                                     | \$36,000.00 STATE MENTAL HEALTH INITIATIVE FUNDS                                                                                                                                                                                                                                                                                                                                                           |
| ITASCA LIFE OPTIONS<br><br>DAY TRAINING &<br>HABILITATION SERVICES                                    | \$20,000.00 MAXIMUM COUNTY PAID<br><br>Day Service Support \$4.01 (15 min unit)<br>Day Service Support 1:1 \$9.77 (15 min unit)<br>Day Service Support 1:2 \$5.45 (15 min unit)<br>One-way Transportation \$17.00<br>Employment Support Group \$3.63 (15 min unit)<br>Employment Support 1:1 \$10.88 (15 min unit)<br>One-way Transportation \$17.00 | \$20,000.00 MAXIMUM COUNTY PAID<br><br>Day Service Support \$ 4.01 (15 min unit)<br>Day Service Support 1:1 \$10.95 (15 min unit)<br>Day Service Support 1:2 \$ 6.11 (15 min unit)<br>One-way Transportation \$17.00<br>Employment Support 1:1 \$12.57 (15 min unit)<br>Employment Support 1:2 \$ 6.29 (15 min unit)<br>Employment Support 1:3 \$ 4.19 (15 min unit)<br><br>One-way Transportation \$17.00 |
| LEGAL AID OF NE<br>MINNESOTA<br><br>LEGAL SERVICES                                                    | \$12,150.00 MAXIMUM COUNTY PAID<br>Housing Adv. For disabled \$8,100.00<br>Outreach service \$4,050.00                                                                                                                                                                                                                                               | \$12,150.00 MAXIMUM COUNTY PAID<br>Housing Adv. For disabled \$8,100.00<br>Outreach service \$4,050.00                                                                                                                                                                                                                                                                                                     |

| CONTRACT                                                                             | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LIGHTHOUSE GROUP</b><br>FOSTER HOME                                               | DOC Child Foster Care - 6 individuals @ \$170.67 per day                                                                                                                                                                                                                                                                                                                                                                                                                | DOC Child Foster Care - 6 individuals @ \$170.67 per day                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>LUTHERAN SOCIAL SERVICE</b><br>GUARDIANSHIP/ AND CONSERVATORSHIP                  | \$50,000.00 MAXIMUM COUNTY PAID<br>Guardianship and Conservatorship \$55.50 per hour                                                                                                                                                                                                                                                                                                                                                                                    | \$50,000.00 MAXIMUM COUNTY PAID<br>Guardianship and Conservatorship \$55.50 per hour                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>LUTHERAN SOCIAL SERVICE</b><br><br>SEMI INDEPENDENT LIVING SERVICES               | \$15,000.00 MAXIMUM COUNTY PAID<br><br>SEMI-INDEPENDENT LIVING SKILLS \$33.98/ PER HOUR<br>\$ 8.49/ PER 15 MIN<br>EFFECTIVE 02/22/22 – 12/31/2022                                                                                                                                                                                                                                                                                                                       | \$15,000.00 MAXIMUM COUNTY PAID<br><br>SEMI-INDEPENDENT LIVING SKILLS \$33.98/ PER HOUR<br>\$ 8.49/ PER 15 MIN                                                                                                                                                                                                                                                                                                                                                          |
| <b>MDI HIRED HANDS</b><br><br>DAY TRAINING AND HABILITATION SERVICE                  | \$180,000.00 MAXIMUM COUNTY PAID<br><br>15 min Pre-Vocational (working in MDI Cohasset) \$2.57<br>15 min Employment Development \$13.03<br>15 min Employment Supports Group \$3.63<br>15 min Employment Supports Individual \$10.88<br>Transportation – one way \$17.00<br>Supported Employment Services One on One \$10.32 per 15 min unit<br>Supported Employment Services One to Four \$2.58 per 15 min unit<br>Supported Employment Transportation \$17.00 each way | \$180,000.00 MAXIMUM COUNTY PAID<br><br>15 min Pre-Vocational (working in MDI Cohasset) \$2.87<br>15 min Employment Development \$13.89<br>15 min Employment Supports Group \$1.94<br>15 min Employment Supports Individual \$11.63<br>Transportation – one way \$17.00<br>Supported Employment Services One on One \$10.32 per 15 min unit<br>Supported Employment Services One to Four \$2.58 per 15 min unit<br>Supported Employment Transportation \$17.00 each way |
| <b>MEDS-1</b><br>Community Paramedicine Services                                     | Hourly Rate \$100.00/Per Hour<br>Mileage Federal Mileage Rate                                                                                                                                                                                                                                                                                                                                                                                                           | Hourly Rate \$100.00/Per Hour<br>Mileage Federal Mileage Rate                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>MERIDIAN SERVICES</b><br><br>NON-WAIVER CASE MANAGEMENT SERVICES                  | \$9,274.20 MAXIMUM COUNTY PAID<br><br>Non-waiver Case Management Services:<br><br>205 hours @ \$45.24 per hour<br>@ \$11.31 per 15 min                                                                                                                                                                                                                                                                                                                                  | \$9,274.20 MAXIMUM COUNTY PAID<br><br>Non-waiver Case Management Services:<br><br>205 hours @ \$45.24 per hour<br>@ \$11.31 per 15 min                                                                                                                                                                                                                                                                                                                                  |
| <b>NIEMALA MEDIATION</b><br><br>CONFLICT CONSULTING AND CONFLICT ASSESSMENT SERVICES | CONFLICT CONSULTING:<br>\$ 50.00 PER HOUR UP TO SIX (6) HOURS<br>PARENTING CONSULTING:<br>\$ 100.00 PER HOUR UP TO SIX (6) HOURS<br>MEDIATION<br>\$ 100.00 PER HOUR UP TO SIX (6) HOURS                                                                                                                                                                                                                                                                                 | CONFLICT CONSULTING:<br>\$ 50.00 PER HOUR UP TO SIX (6) HOURS<br>PARENTING CONSULTING:<br>\$ 100.00 PER HOUR UP TO SIX (6) HOURS<br>MEDIATION<br>\$ 100.00 PER HOUR UP TO SIX (6) HOURS                                                                                                                                                                                                                                                                                 |

| CONTRACT                                                             | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NORTH HOMES INC -                                                    | \$1,827,000.00 MAXIMUM ITASCA COUNTY PAID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$1,827,000.00 MAXIMUM ITASCA COUNTY PAID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| STABILIZATION<br>SHELTER &<br>RESIDENTIAL MENTAL<br>HEALTH TREATMENT | a. SHELTER BEDS : \$410.02 per bed<br>b. RULE 5 RESID TRTMT: \$389.75 per day<br>c. 35 DAY EVAL: \$389.75 per day<br>d. TRANSPORTATION SERVICES: \$45.32 per hour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | a. SHELTER BEDS – ITASCA COUNTY: \$410.02 per bed<br>SHELTER BEDS – OTHER COUNTIES: \$492.02 per bed<br>b. RULE 5 RESID TRTMT – ITASCA COUNTY: \$389.75 per day<br>RULE 5 RESID TRTMT – OTHER COUNTIES: \$467.70 per day<br>c. 35 DAY EVAL – ITASCA COUNTY: \$389.75 per day<br>35 DAY EVAL – OTHER COUNTIES: \$467.70 per day<br>d. TRANSPORTATION SERVICES: \$45.32 per hour<br><br>Itasca County has made an upfront investment of \$50,000 in order to maintain the lower rate for Shelter, 35 Day Evaluation & Cottage services for up to 1,102 days of service. Beyond 1,102 days Itasca County will pay the full rate. |
| FOSTER CARE<br>LICENSING AND<br>SUPERVISION                          | PROFESSION FAMILY FOSTER CARE \$43.74 PER DAY+ DOC RATE<br>SPECIALIZED FOSTER CARE \$80.80 PER DAY+ DOC RATE<br>MEDICALLY FRAGILE \$86.37 DAY+ DOC RATE<br>EMERGENCY FOSTER CARE \$112.70 PER DAY + MAX DOC RATE                                                                                                                                                                                                                                                                                                                                                                                                                                      | PROFESSION FAMILY FOSTER CARE \$45.05 PER DAY+ DOC RATE<br>SPECIALIZED FOSTER CARE \$83.22 PER DAY+ DOC RATE<br>MEDICALLY FRAGILE \$88.96 DAY+ DOC RATE<br>EMERGENCY FOSTER CARE \$116.08 PER DAY + MAX DOC RATE                                                                                                                                                                                                                                                                                                                                                                                                              |
| IN-HOME FAMILY<br>SERVICES                                           | IN HOME FAMILY SERVICE AIDES:<br><br>DIRECT CLIENT CONTACT: \$51.20 per hour<br>INDIRECT CLIENT WORK: \$51.20 per hour<br>MILEAGE .50 per mile<br><br>"Thinking for a Change"                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | IN HOME FAMILY SERVICE AIDES:<br><br>DIRECT CLIENT CONTACT: \$51.20 per hour<br>INDIRECT CLIENT WORK: \$51.20 per hour<br>MILEAGE .50 per mile<br><br>"Thinking for a Change"                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| OUTPATIENT MENTAL<br>HEALTH SERVICES                                 | DAY TREATMENT SERVICES<br>PARENT CAPACITY EVALUATION: \$110.00 per hour<br>PSYCHOLOGICAL EVALUATION: \$86.94 per hour<br>PSYCHO-SEXUAL ASSESSMENT: \$159.00 per hour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DAY TREATMENT SERVICES<br>PARENT CAPACITY EVALUATION: \$110.00 per hour<br>PSYCHOLOGICAL EVALUATION: \$86.94 per hour<br>PSYCHO-SEXUAL ASSESSMENT: \$159.00 per hour                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| OUTPATIENT MENTAL<br>HEALTH SERVICES                                 | Rate effective 01/01/2022 through 06/30/2022<br>ADULT CASE MGMT: \$345.00 per mo under MH-TCM<br>CHILD CASE MGMT: \$410.44 per mo under MH-TCM<br><br>Beginning 07/01/2022, the County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15. | The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.                                                                                                                                                     |
| DRUG TESTING                                                         | \$25.00 per test                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$25.00 per test                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| CONTRACT                                   | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NORTH HOMES INC – CONTINUED.....           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| RULE 8 GROUP HOME SERVICES                 | Rule 8 Group Home / Teens in Transition (TNT) \$285.22 day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Rule 8 Group Home / Teens in Transition (TNT) \$285.22 day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| OUTPATIENT SUBSTANCE USE DISORDER SERVICES | Ind. Outpatient Treatment H2035 \$72.11 per hour<br>Group Outpatient Treatment H2035 \$35.03 per hour<br>Treatment Coordination T1016 \$11.71 per 15 min unit<br>Comprehensive Assessment H0001 \$164.24 per session                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Ind. Outpatient Treatment H2035 \$72.11 per hour<br>Group Outpatient Treatment H2035 \$35.03 per hour<br>Treatment Coordination T1016 \$11.71 per 15 min unit<br>Peer Recovery Support H0038 \$15.02 per 15 min unit<br>Comprehensive Assessment H0001 \$164.24 per session                                                                                                                                                                                                                                                                                                            |
| RULE 25 CD ASSESSMENTS                     | Rule 25 CD Assessments (with case mgmt): \$190.00 per Assessment<br>Rule 25 CD Assessments (without case mgmt): \$130.00 per Assessment<br>Competency Restoration Program \$150.00 per hr/per client plus mileage @ state mileage rate<br>Rule 25 Civil Commitment (case mgmt.) \$345.00 per client per mo, effective 01/01/2022 through 06/30/2022. Beginning 07/01/2022, the County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage | Comprehensive Assessments (with case mgmt): \$190.00 per Assessment<br>Comprehensive Assessments (without case mgmt):\$130.00 per Assessment<br>Competency Restoration Program \$150.00 per hr/per client plus mileage @ state mileage rate<br>Civil Commitment (case mgmt.): The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. |
| BOYS PROGRAM                               | NORTH HOMES BOYS PROGRAM \$285.22 day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NORTH HOMES BOYS PROGRAM \$285.22 day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| WINNIE SISU & HAWKINS HOUSE GIRLS PROGRAM  | HAWKINS HOUSE & WINNIE SISU \$338.24 per day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | HAWKINS HOUSE & WINNIE SISU \$338.24 per day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ADULT CASE MANAGEMENT SERVICES             | \$345.00 PER MONTH EFFECTIVE 01/01/2022 THROUGH 06/30/2022. Beginning 07/01/2022, the County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26                                                                                                                                                                                                                                     | The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26                                                                                                                                                                                              |
| CHILD WELFARE TARGETED CASE MANAGEMENT     | \$220.00 per month, effective 01/01/2022 through 06/30/2022. Beginning 07/01/2022, the County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload of 25.                                                                                                                                                                                                                                         | The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload of 25.                                                                                                                                                                                                   |

[illegible]

| CONTRACT                                                                                                                                             | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NORTHLAND COUNSELING CONT....</b>                                                                                                                 | The cost of physicals and mental health status exams to be done at Northland Recovery Center for inpatients are not part of the per diem costs and will be billed to the client's private/public funding source other than Itasca County.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| DETOXIFICATION                                                                                                                                       | \$353,000.00      MAXIMUM COUNTY PAID<br>CLIENT BILLABLE RATE OF \$325 PER DAY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$353,000.00      MAXIMUM COUNTY PAID<br>CLIENT BILLABLE RATE OF \$325 PER DAY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| RULE 25 CHEMICAL<br>DEPENDENCY<br>ASSESSMENTS                                                                                                        | \$10,000.00      MAXIMUM COUNTY PAID<br>RULE 25 CHEMICAL DEPENDENCY ASSESSMENTS @ \$130.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | *SERVICE NO LONGER PROVIDED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>NORTHLAND COUNSELING –</b><br><br>MENTAL HEALTH<br>SERVICES/CRISIS<br>SERVICES/SPECIALIST<br>SERVICES                                             | \$560,060.00      MAXIMUM COUNTY DOLLARS<br><br>Mental Health Services:      \$356,960.00<br><br>Specialist Services:      \$18,000.00<br>Parenting Assessment Services: \$45,000.00<br>Club House:<br>Shared Housing:      \$7,500.00<br>Keisler House:      \$20/day; cap of 6500 days/year not to exceed<br>\$132,600.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$560,060.00      MAXIMUM COUNTY DOLLARS<br><br>Mental Health Services:      \$356,960.00<br><br>Specialist Services:      \$18,000.00<br>Parenting Assessment Services: \$45,000.00<br>Club House:<br>Shared Housing:      \$7,500.00<br>Keisler House:      \$20/day; cap of 6500 days/year not to exceed<br>\$132,600.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>NORTHLAND COUNSELING-<br/>NORTHERN<br/>OPPORTUNITY WORKS<br/>(NOW)</b>                                                                            | \$40,000.00 MAXIMUM COUNTY DOLLARS<br><br>SUPPORTED EMPLOYMENT SERVICES FOR DWP & MFIP CLIENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$40,000.00 MAXIMUM COUNTY DOLLARS<br><br>SUPPORTED EMPLOYMENT SERVICES FOR DWP & MFIP CLIENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>ODC – EMPLOYMENT<br/><br/>SERVICES<br/><br/>EMPLOYMENT<br/>SERVICES FOR DD AND<br/>MI PERSONS/ DAY<br/>TRAINING AND<br/>HABILITATION SERVICES</b> | \$109,500.00      MAXIMUM COUNTY DOLLARS<br><br>\$60,000.00      DD Clients      MAXIMUM COUNTY PAID<br>\$30,000.00      MI Clients      MAXIMUM COUNTY PAID<br>\$19,500.00      DT&H      MAXIMUM COUNTY PAID<br><br>Day Training and Habilitation Services<br>T2020      Adult full day      \$76.00<br>T2020 U5      Adult partial day      \$54.00<br>T2002      Transportation      \$17.00<br><br>Screen and/or Intake      \$90.00<br><br>Community based      \$34.50/day<br><br>Supported Employment – One to One      \$13.00/15 min unit<br>Supported Employment – One to Four or above      \$ 6.00/15 min unit<br><br>Screening and/or Intake      \$90.00 per individual (once)<br><u>Employment Planning Services</u><br>On the Job Evaluation      \$65.00 Person served Hours 9 miles or less | \$109,500.00      MAXIMUM COUNTY DOLLARS<br><br>\$60,000.00      DD Clients      MAXIMUM COUNTY PAID<br>\$30,000.00      MI Clients      MAXIMUM COUNTY PAID<br>\$19,500.00      DT&H      MAXIMUM COUNTY PAID<br><br>Day Training and Habilitation Services<br>T2020      Adult full day      \$76.00<br>T2020 U5      Adult partial day      \$54.00<br>T2002      Transportation      \$17.00<br><br>Screen and/or Intake      \$90.00<br><br>Community based      \$34.50/day<br><br>Supported Employment – One to One      \$13.00/15 min unit<br>Supported Employment – One to Four or above      \$ 6.00/15 min unit<br><br>Screening and/or Intake      \$90.00 per individual (once)<br><u>Employment Planning Services</u><br>On the Job Evaluation      \$65.00 Person served Hours 9 miles or less |

| CONTRACT                                                                                                      | 2022 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2023 CONTRACT RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ODC – EMPLOYMENT SERVICES CONT.....                                                                           | <p>\$90.00 Person served hours more than 9 miles</p> <p>Job Shadowing \$65.00 Staff Hours 9 miles or less<br/>No hours charged for Job Shadowing \$90.00 Staff Hours more than 9 miles</p> <p><u>Employment Development Services</u><br/>Job Placement/Individual Planning and Supports \$55.00 Per hour 9 miles or less<br/>\$70.00 Per hour more than 9 miles</p> <p>Job Seeking Skills Training \$55.00 Per hour 9 miles or less<br/>\$70.00 Per hour more than 9 miles</p> <p><u>Employment Support Services</u><br/>Job Coaching \$55.00 Per hour 9 miles or less<br/>\$70.00 Per hour more than 9 miles</p> <p>Community Based \$150.00 per week<br/>\$30.00 per day</p> <p>Organization Employment Services \$150.00 per week<br/>\$30.00 per day</p> <p>Transportation \$12.00 9 miles or under – One Way<br/>\$24.00 More than 9 miles – One Way</p> | <p>\$90.00 Person served hours more than 9 miles</p> <p>Job Shadowing \$65.00 Staff Hours 9 miles or less<br/>No hours charged for Job Shadowing \$90.00 Staff Hours more than 9 miles</p> <p><u>Employment Development Services</u><br/>Job Placement/Individual Planning and Supports \$55.00 Per hour 9 miles or less<br/>\$70.00 Per hour more than 9 miles</p> <p>Job Seeking Skills Training \$55.00 Per hour 9 miles or less<br/>\$70.00 Per hour more than 9 miles</p> <p><u>Employment Support Services</u><br/>Job Coaching \$55.00 Per hour 9 miles or less<br/>\$70.00 Per hour more than 9 miles</p> <p>Community Based \$150.00 per week<br/>\$30.00 per day</p> <p>Organization Employment Services \$150.00 per week<br/>\$30.00 per day</p> <p>Transportation \$12.00 9 miles or under – One Way<br/>\$24.00 More than 9 miles – One Way</p> |
| ORION – SILS (NON-WAIVER)                                                                                     | <p>\$15,000.00 MAXIMUM COUNTY PAID</p> <p>SEMI-INDEPENDENT LIVING SKILLS \$33.98/ PER HOUR<br/>\$ 8.49/ PER 15 MIN</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>\$15,000.00 MAXIMUM COUNTY PAID</p> <p>SEMI-INDEPENDENT LIVING SKILLS \$33.98/ PER HOUR<br/>\$ 8.49/ PER 15 MIN</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ROSS RESOURCES, LTD.<br>–<br>RECOVERY SPECIALIST                                                              | <p>\$260,000.00 MAXIMUM COUNTY PAID</p> <p>KATHLEEN BLATZ FAMILY RECOVERY PROGRAM</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>\$260,000.00 MAXIMUM COUNTY PAID</p> <p>KATHLEEN BLATZ FAMILY RECOVERY PROGRAM</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ROSS RESOURCES, LTD.<br>–<br>DRUG TESTING & MENTAL HEALTH CASE MANAGEMENT<br>CASE MANAGEMENT AND DRUG TESTING | <p>\$340,000.00 MAXIMUM COUNTY PAID</p> <p>\$320,000.00 MAXIMUM COUNTY PAID</p> <p>Rate effective 01/01/2022 through 06/30/2022<br/>ADULT CASE MGMT: \$345.00 per mo under MH-TCM<br/>CHILD CASE MGMT: \$410.44 per mo under MH-TCM</p> <p>Beginning 07/01/2022, the County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.</p>                                                                                                                | <p>\$320,000.00 MAXIMUM COUNTY PAID</p> <p>\$320,000.00 MAXIMUM COUNTY PAID</p> <p>The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.</p>                                                                                                                                                                                                                                                                                              |



| CONTRACT                                                                    | 2022 CONTRACT RATES                                                                                                                                               | 2023 CONTRACT RATES                                                                                                                                               |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROSS RESOURCES, LTD<br>CONT.....                                            | DRUG TESTING: Various rates per service                                                                                                                           | DRUG TESTING: Various rates per service                                                                                                                           |
| IN HOME SUPPORT<br>SERVICES                                                 | \$10,000.00 MAXIMUM COUNTY PAID<br><br>Direct Client Contact: \$46.50 per hour<br>Indirect Client Work: \$46.50 per hour<br>Federal Mileage Rate                  | *SERVICE NO LONGER PROVIDED                                                                                                                                       |
| CHEMICAL<br>DEPENDENCY<br>ASSESSMENTS                                       | \$10,000.00 MAXIMUM COUNTY PAID<br><br>Chemical Dependency Assessments: \$130.00 per assessment                                                                   | *SERVICE NO LONGER PROVIDED                                                                                                                                       |
| ROSS RESOURCES, LTD.<br>-LCTS                                               | \$20,500.00 FEDERAL LCTS DOLLARS<br><br>COLLABORATIVE AND LCTS COORDINATION                                                                                       | \$20,500.00 FEDERAL LCTS DOLLARS<br><br>COLLABORATIVE AND LCTS COORDINATION                                                                                       |
| ROSS RESOURCES, LTD.<br>-<br>FAMILY VISITATION                              | \$588,000.00 MAXIMUM COUNTY PAID<br><br>SUPERVISED FAMILY VISITATION \$42.00 per hour<br>OUT OF COUNTY FAMILY VISITATION \$42.00 per hour<br>FEDERAL MILEAGE RATE | \$588,000.00 MAXIMUM COUNTY PAID<br><br>SUPERVISED FAMILY VISITATION \$42.00 per hour<br>OUT OF COUNTY FAMILY VISITATION \$42.00 per hour<br>FEDERAL MILEAGE RATE |
| ROSS RESOURCES, LTD.<br>- PRIVATE PARTY<br>SUPERVISED VISITATION            | \$50,000.00 MAXIMUM COUNTY PAID<br><br>PRIVATE PARTY SUPERVISED VISITATION \$42.00 per hour<br>FEDERAL MILEAGE RATE                                               | \$50,000.00 MAXIMUM COUNTY PAID<br><br>PRIVATE PARTY SUPERVISED VISITATION \$42.00 per hour<br>FEDERAL MILEAGE RATE                                               |
| VICKY SCHOELLER<br>FIDUCIARY SERVICES,<br>LLC<br>ADMINISTRATIVE<br>SERVICES | \$10,000.00 MAXIMUM COUNTY PAID<br><br>Personal Representative and/or Power of Attorney: \$40.00<br>Will Executor or Conservator: \$55.00<br>Guardianship \$70.00 | \$10,000.00 MAXIMUM COUNTY PAID<br><br>Personal Representative and/or Power of Attorney: \$40.00<br>Will Executor or Conservator: \$55.00<br>Guardianship \$70.00 |
| SNYDER GROUP HOME                                                           | LICENSED FOR 6 CLIENTS @ \$170.67 PER DAY                                                                                                                         | LICENSED FOR 6 CLIENTS @ \$170.67 PER DAY                                                                                                                         |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2672**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Becky Lauer

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**AGENDA ITEM:**

Acceptance of 2023 CMH Screening Grant

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**BOARD ACTION REQUESTED:**

Accept the 2023 Children's Mental Health Screening Grant from the MN Department of Human Services in the amount of \$130,657.00.

**BACKGROUND:**

This grant is based on the number of completed mental health screenings on children in child protection services and those involved with probation. The 2023 grant is an increase of \$9,278 from the 2022 allocation.

**COUNTY ATTORNEY REVIEW:** No

**SUPPORTING DOCUMENTATION:**

1. Itasca County Contract - COMBINED

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



## Minnesota Department of Human Services County Grant Contract

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This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Itasca County, an independent grantee, not an employee of the State of Minnesota, located at 1209 Southeast 2nd Avenue, Grand Rapids, MN 55744-3983 ("COUNTY").

### RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

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

THEREFORE, the parties agree as follows:

### CONTRACT

#### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

**1.2. Expiration date.** This CONTRACT is valid through December 31, 2023, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

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

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

## **2. COUNTY'S DUTIES.**

**2.1 Duties.** COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
6. For child welfare data, enter calendar year 2022 data into SSIS by March 15, 2023. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

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

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

### 3. CONSIDERATION AND TERMS OF PAYMENT.

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

**a. Compensation.**

1. COUNTY will be paid in accordance with **Attachment 1**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
  - a. STATE contemplates that the necessary use of services within the CMH Screening program cannot be forecasted precisely, and that actual expenditures may deviate from budgeted amounts for each BRASS code. Therefore, COUNTY is authorized to utilize funds for any of the BRASS code services identified in Attachment 1, Budget. An amendment will not be required for shifting funds between line items, as long as COUNTY first obtains written approval from STATE before changing any part of the budget, and total expenditures do not exceed the total obligation identified in Section 3.1(c). COUNTY will report all expenditures using the SEAGR/2895/BRASS-Base Grant Fiscal Report.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).<sup>1</sup> COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

**c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred thirty thousand six hundred fifty-seven dollars (\$130,657)**. The breakdown of the total award amount is as follows: Child Welfare, **eighty-seven thousand nine hundred thirty dollars (\$87,930)** and Juvenile Justice, **forty thousand seven hundred twenty-seven dollars (\$42,727)**.

**d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

### 3.2. Terms of payment

**a. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized

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

agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

| REPORTING PERIOD                    | INVOICE DUE      |
|-------------------------------------|------------------|
| January 1, 2023 – March 31, 2023    | April 30, 2023   |
| April 1, 2023 – June 30, 2023       | July 30, 2023    |
| July 1, 2023 – September 30, 2023   | October 30, 2023 |
| October 1, 2023 – December 31, 2023 | January 30, 2024 |

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

#### **4. CONDITIONS OF PAYMENT.**

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

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

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

#### **5. PAYMENT RECOUPMENT.**

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

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

## **6. CANCELLATION.**

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

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

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

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

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Regina Acevedo** or successor. Phone and email: **651-431-4871, CMHSG.DHS@state.mn.us**. This

representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. County.** COUNTY's Authorized Representative is **Eric Villeneuve** or successor. Phone and email: **218-327-2941, eric.villeneuve@co.itasca.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

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

## **8. INSURANCE REQUIREMENTS.**

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

## **9. LIABILITY.**

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

## **10. INFORMATION PRIVACY AND SECURITY.**

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



## **11. INTELLECTUAL PROPERTY RIGHTS.**

**11.1. Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

### **11.3. Responsibilities.**

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

including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

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

## **12. PUBLICITY.**

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

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

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

## **14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

### **14.1. State audit.**

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

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

**14.3. Federal audit requirements and COUNTY debarment information.** COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

**a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the

person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.

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

**b. Lower Tier Covered Transactions.**

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

## **15. JURISDICTION AND VENUE.**

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

## **16. CLERICAL ERRORS AND NON-WAIVER.**

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

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

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

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

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

### **17.3. Entire Agreement.**

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

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

## **18. PROCURING GOODS AND CONTRACTED SERVICES.**

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

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

**18.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **19. SUBCONTRACTS.**

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

## **20. LEGAL COMPLIANCE.**

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

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

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

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

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

## **21. OTHER PROVISIONS**

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

Signature Page Follows

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

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Contract No: \_\_\_\_\_

**Distribution: (fully executed contract to each)**

Contracts and Legal Compliance Division

County

State Authorized Representative

**2. COUNTY**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



| Attachment 1 Budget                                                |                   |                                                                    |                   |               |
|--------------------------------------------------------------------|-------------------|--------------------------------------------------------------------|-------------------|---------------|
| BUDGET SUMMARY Year 1                                              |                   | BUDGET SUMMARY Year 2                                              |                   | PROJECT TOTAL |
| January 1, 2023 to June 30, 2023                                   |                   | July 1, 2023 to December 31, 2023                                  |                   |               |
| BRASS Code                                                         | TOTAL BUDGET FY23 | BRASS Code                                                         | TOTAL BUDGET FY24 |               |
| 111 – Mental Health Screening (up to 45%)                          |                   | 111 – Mental Health Screening (up to 45%)                          |                   |               |
| 197 – Local Collaborative Undifferentiated Services                |                   | 197 – Local Collaborative Undifferentiated Services                |                   |               |
| 401 – Information & Referral                                       |                   | 401 – Information & Referral                                       |                   |               |
| 402 – Community Education & Prevention                             |                   | 402 – Community Education & Prevention                             |                   |               |
| 404 – Client Outreach                                              |                   | 404 – Client Outreach                                              |                   |               |
| 405 – Child Outpatient Diagnostic Assessment/Psychological Testing | \$1,500.00        | 405 – Child Outpatient Diagnostic Assessment/Psychological Testing | \$1,500.00        |               |
| 407 – Early Identification & Intervention                          |                   | 407 – Early Identification & Intervention                          |                   |               |
| 416 – Transportation                                               |                   | 416 – Transportation                                               |                   |               |
| 430 – Other Family Community Support Services                      |                   | 430 – Other Family Community Support Services                      |                   |               |
| 451 – Emergency Response Services                                  |                   | 451 – Emergency Response Services                                  |                   |               |
| 453 – Child Outpatient Psychotherapy                               |                   | 453 – Child Outpatient Psychotherapy                               |                   |               |
| 455 – Child Outpatient Medication Management                       |                   | 455 – Child Outpatient Medication Management                       |                   |               |
| 457 – Child/Family Psychoeducation                                 |                   | 457 – Child/Family Psychoeducation                                 |                   |               |
| 462 – Family Based Services                                        |                   | 462 – Family Based Services                                        |                   |               |
| 467 – Child Day Treatment                                          |                   | 467 – Child Day Treatment                                          |                   |               |
| 489 – Child Respite Care                                           | \$3,500.00        | 489 – Child Respite Care                                           | \$3,500.00        |               |
| 490 – Child Rule 79 Case Management                                | \$60,328.50       | 490 – Child Rule 79 Case Management                                | \$60,328.50       |               |
| TOTAL FUNDS State Fiscal Year 2023                                 | \$65,328.50       | TOTAL FUNDS State Fiscal Year 2024                                 | \$65,328.50       | \$130,657.00  |

| BUDGET JUSTIFICATION FY23: January 1, 2023 to June 30, 2023                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                       |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| BRASS Code-Category Breakdown                                                                                                                                                                                                                                                                                                                                        | JUSTIFICATION NARRATIVE                                                                                                                                                                                                                                                                                                               | State Fiscal Year 1 |
| <b>405 – Child Outpatient Diagnostic Assessment/Psychological Testing</b><br>Diagnostic assessment and psychological testing of a pre-screened child by a licensed mental health professional. (Excludes diagnostic assessments provided as part of day treatment or family community support services, or provided by staff of a residential or inpatient program.) | <b>405 – Child Outpatient Diagnostic Assessment/Psychological Testing</b><br>Diagnostic Assessments for pre-scened children/youth \$150/DA = 10 units                                                                                                                                                                                 | \$1,500.00          |
| <b>489 – Child Respite Care</b><br>Short-term care provided to children (with a positive screen and subsequently diagnosed with an emotional disturbance) due to the temporary absence or need for relief for those person normally providing care.                                                                                                                  | <b>489 – Child Respite Care</b><br>Respite care for children with severe emotional disturbance diagnosis \$50/day x 70 days = \$3,500                                                                                                                                                                                                 | \$3,500.00          |
| <b>490 – Child Rule 79 Case Management</b><br>Activities that are coordinated with family community support services to help children (with a positive screen and subsequently diagnosed with a severe emotional disturbance) and their families obtain needed mental health services, social services, educational, health, recreational and related services.      | <b>490 – Child Rule 79 Case Management</b><br>Contracted CM services for uninsured children with severe emotional disturbance diagnosis. TCM rate \$463/month \$463 x 6 months = \$2,778 x 20 children to be served = \$55,560. Co-pays for underinsured families for children with severe emotional disturbance diagnosis \$4,768.50 | \$60,328.50         |
| <b>TOTAL State Fiscal Year 1</b>                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                       | <b>\$65,328.50</b>  |

| BUDGET JUSTIFICATION FY24: July 1, 2023 to December 31, 2023                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                       |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| BRASS Code-Category Breakdown                                                                                                                                                                                                                                                                                                                                        | JUSTIFICATION NARRATIVE                                                                                                                                                                                                                                                                                                               | State Fiscal Year 2 |
| <b>405 – Child Outpatient Diagnostic Assessment/Psychological Testing</b><br>Diagnostic assessment and psychological testing of a pre-screened child by a licensed mental health professional. (Excludes diagnostic assessments provided as part of day treatment or family community support services, or provided by staff of a residential or inpatient program.) | <b>405 – Child Outpatient Diagnostic Assessment/Psychological Testing</b><br>Diagnostic Assessments for pre-scened children/youth \$150/DA = 10 units                                                                                                                                                                                 | \$1,500.00          |
| <b>489 – Child Respite Care</b><br>Short-term care provided to children (with a positive screen and subsequently diagnosed with an emotional disturbance) due to the temporary absence or need for relief for those person normally providing care.                                                                                                                  | <b>489 – Child Respite Care</b><br>Respite care for children with severe emotional disturbance diagnosis \$50/day x 70 days = \$3,500                                                                                                                                                                                                 | \$3,500.00          |
| <b>490 – Child Rule 79 Case Management</b><br>Activities that are coordinated with family community support services to help children (with a positive screen and subsequently diagnosed with a severe emotional disturbance) and their families obtain needed mental health services, social services, educational, health, recreational and related services.      | <b>490 – Child Rule 79 Case Management</b><br>Contracted CM services for uninsured children with severe emotional disturbance diagnosis. TCM rate \$463/month \$463 x 6 months = \$2,778 x 20 children to be served = \$55,560. Co-pays for underinsured families for children with severe emotional disturbance diagnosis \$4,768.50 | \$60,328.50         |
| <b>TOTAL State Fiscal Year 2</b>                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                       | <b>\$65,328.50</b>  |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2643**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sarah Anderson

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**AGENDA ITEM:**

IMCare Provider Participation Agreement with Accra Care, Inc.

---

**BOARD ACTION REQUESTED:**

Authorize IMCare Director and County Board Chair to sign the Provider Participation Agreement between IMCare and Accra Care, Inc., a behavioral health provider.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Provider Participation Agreement 2020 - 10.01.17
2. Signature page

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2647**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sarah Anderson

---

**AGENDA ITEM:**

IMCare agreement with Dr. Peter Friedlieb for Interim Medical Director Services

---

**BOARD ACTION REQUESTED:**

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Peter Friedlieb for Interim Medical Director Services.

**BACKGROUND:**

The contract between IMCare and Dr. Peter Friedlieb for Interim Medical Director Services is unchanged from previous contracts. Total cost to be paid by IMCare, at a monthly rate of \$9,064.00 to a maximum of \$108,768.00 annually.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. 20221121071854682

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2648**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sarah Anderson

---

**AGENDA ITEM:**

IMCare agreement with Dr. Rachel Buchert for Dental Director Services

---

**BOARD ACTION REQUESTED:**

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Rachel Buchert for Dental Director Services.

**BACKGROUND:**

The contract between IMCare and Dr. Rachel Buchert for Dental Director Services is unchanged from previous contracts. Total cost to be paid by IMCare, at a monthly rate of \$2,369.00 to a maximum of \$28,428.00 annually.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. 20221121071907301

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2652**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Kelly Chandler

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**AGENDA ITEM:**

Public Health Response Services Contract

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**BOARD ACTION REQUESTED:**

Approve contract for Kathryn Miller Lavalier for public health response services.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. KML POS Agreement 2023

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

**ITASCA COUNTY HEALTH & HUMAN SERVICES**

**Itasca County Public Health**

1209 SE 2<sup>nd</sup> Avenue  
Grand Rapids, MN 55744

**PURCHASE OF SERVICE AGREEMENT**

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2<sup>nd</sup> Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and Kathryn Miller Lavalier, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 1-01-2023 THROUGH 12-31-2023.

**WITNESSETH**

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide Public Health response; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

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

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

**I. CONTRACT GENERAL**

**A. Contractor’s Duties:**

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

**B. Delivery of Purchased Services:**

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
  - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;



2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
  2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
  2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
  3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
  2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

## II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with ICPH contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
2. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
  - a. Complete the Ownership and Control Interest Disclosure Statement to include:
    - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) of more;
    - ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
    - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
    - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.

C. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.
- D. Monitoring and Evaluation:
1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. Payment for Purchased Services:
1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$40 per hour**. Contractor will invoice hours worked and description of services every month by the 7<sup>th</sup> day to ICPH.
  2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **\$300**.
- F. Recording Requirements or Accountability:
1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
1. The Contractor Shall:
    - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
    - b. Respond directly and promptly to State inquiries and data requests.
    - c. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
- G. Bonding, Indemnity, Insurance, and Audit Clause:
1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
  2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
    - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

- b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
- 3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
  - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
  - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
- 4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended for a period of one year, at the option of the Contractor. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

**BY** \_\_\_\_\_  
**Kelly Chandler, Division Manager**  
**Itasca County Public Health**

**DATED** \_\_\_\_\_

**BY** \_\_\_\_\_  
**Chairperson,**  
**Itasca County Board**

**DATED** \_\_\_\_\_

**BY** \_\_\_\_\_  
**Kathryn Miller Lavalier, RN**

**DATED** \_\_\_\_\_

**Exhibit A**  
**Itasca County Public Health**

Kathryn Miller Lavalier will:

1. Perform duties for COVID-19 Response Services



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2650**

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**DEPARTMENT:** Transportation

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Rachel Metelak

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**AGENDA ITEM:**

Reduction in Retainage for CR 238 Bridge Replacement - SAP 031-598-021

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**BOARD ACTION REQUESTED:**

Reduce the retainage for the CR 238 Bridge Replacement project (SAP 031-598-021) from 5% to 2%, resulting in a retainage of \$48,239.01.

**BACKGROUND:**

The Contractor, S & R Reinforcing Inc., has requested a reduction in the retainage on the project. All contract items were completed in the fall of 2022. However, there was an issue with high spots forming during the pouring of the south bridge approach panel. In order to correct this, a concrete milling matching will be brought in. This fix is more desirable to do once the road is paved all the way up to the bridge approach, which will happen under a different contract next summer, 2023. This is a no-cost fix and the amount of retainage (\$48,239.01) will be a sufficient amount of money to ensure that the contractor returns when needed.

**COUNTY ATTORNEY REVIEW:** NA

**SUPPORTING DOCUMENTATION:**

1. 031-598-021 Pay estimate 21 - Reduce Retainage 2%.pdf

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



Contract Number: 031-598-021  
 Pay Request Number: 21

| Project Number | Project Description                                                             |
|----------------|---------------------------------------------------------------------------------|
| 031-598-021    | CR 238 - Approach Grading, Road Realignment, Storm Sewer and Bridge Replacement |

|                                                                                      |                                              |
|--------------------------------------------------------------------------------------|----------------------------------------------|
| Contractor: S & R Reinforcing, Inc.<br>44216 Tame Fish Lake Road<br>Aitkin, MN 56431 | Vendor Number: N/A<br>Up To Date: 11/21/2022 |
|--------------------------------------------------------------------------------------|----------------------------------------------|

| Contract Amount   |                | Funds Encumbered |                |
|-------------------|----------------|------------------|----------------|
| Original Contract | \$2,320,295.70 | Original         | \$2,320,295.70 |
| Contract Changes  | \$374,409.36   | Additional       | N/A            |
| Revised Contract  | \$2,694,705.06 | Total            | \$2,320,295.70 |

| Work Certified To Date |                |
|------------------------|----------------|
| Base Bid Items         | \$2,260,017.50 |
| Contract Changes       | \$151,308.84   |
| Material On Hand       | \$624.26       |
| Total                  | \$2,411,950.60 |

| Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments   | Amount Paid This Request | Total Amount Paid To Date |
|-----------------------------|------------------------|----------------------|--------------------------|--------------------------|---------------------------|
| \$0.00                      | \$2,411,950.60         | \$48,239.01          | \$2,291,353.07           | \$72,358.52              | \$2,363,711.59            |
| Percent: Retained: 2%       |                        |                      | Percent Complete: 89.51% |                          |                           |

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

Approved By

Rachel Metelan  
 County/City/Project Engineer

11/21/22  
 Date

Approved By S & R Reinforcing, Inc.

Christine  
 Contractor

11/21/2022  
 Date

| Payment Summary |            |                            |                             |                         |  |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|--|
| No.             | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |  |
| 1               | 2021-08-03 | \$76,201.30                | \$3,810.07                  | \$72,391.23             |  |
| 2               | 2021-08-11 | \$43,190.00                | \$2,159.50                  | \$41,030.50             |  |
| 3               | 2021-09-07 | \$360,019.97               | \$18,000.99                 | \$342,018.98            |  |
| 4               | 2021-09-21 | \$139,873.96               | \$6,993.70                  | \$132,880.26            |  |
| 5               | 2021-10-05 | \$10,681.44                | \$534.07                    | \$10,147.37             |  |
| 6               | 2021-10-20 | \$99,588.02                | \$4,979.40                  | \$94,608.62             |  |
| 7               | 2021-12-14 | \$99,615.05                | \$4,980.76                  | \$94,634.29             |  |
| 8               | 2022-01-14 | \$28,597.62                | \$1,429.88                  | \$27,167.74             |  |
| 9               | 2022-05-17 | \$125,259.08               | \$6,262.95                  | \$118,996.13            |  |
| 10              | 2022-06-06 | \$110,482.78               | \$5,524.14                  | \$104,958.64            |  |
| 11              | 2022-06-21 | \$74,244.33                | \$3,712.22                  | \$70,532.11             |  |
| 12              | 2022-07-01 | \$194,152.21               | \$9,707.61                  | \$184,444.60            |  |
| 13              | 2022-07-19 | \$17,457.07                | \$872.85                    | \$16,584.22             |  |
| 14              | 2022-08-02 | \$176,331.60               | \$8,816.58                  | \$167,515.02            |  |
| 15              | 2022-08-16 | \$118,031.22               | \$5,901.56                  | \$112,129.66            |  |
| 16              | 2022-09-06 | \$26,575.16                | \$1,328.76                  | \$25,246.40             |  |
| 17              | 2022-09-19 | \$334,292.49               | \$16,714.63                 | \$317,577.86            |  |
| 18              | 2022-10-05 | \$187,954.37               | \$9,397.71                  | \$178,556.66            |  |
| 19              | 2022-10-17 | \$186,718.43               | \$9,335.93                  | \$177,382.50            |  |
| 20              | 2022-11-01 | \$2,684.50                 | \$134.22                    | \$2,550.28              |  |
| 21              | 2022-11-21 | \$0.00                     | (\$72,358.52)               | \$72,358.52             |  |

| Funding Category Name | Funding Category Number | Work Certified to Date | Less Amount Retained | Less Previous Payments | Amount Paid this Request | Total Amount Paid to Date |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| Non-Participating     |                         | \$1,324,834.85         | \$26,496.69          | \$1,258,593.11         | \$39,745.05              | \$1,298,338.16            |
| Participating         |                         | \$1,087,115.75         | \$21,742.32          | \$1,032,759.96         | \$32,613.47              | \$1,065,373.43            |

| Accounting Number | Funding Source              | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|-----------------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| 1                 | Bridge Bonding              | \$32,613.47              | \$1,092,124.90          | \$1,092,124.90           | \$1,065,373.43          |
| 2                 | County Highway Preservation | \$15,000.00              | \$500,000.00            | \$500,000.00             | \$490,000.00            |
| 3                 | Unorganized Township B      | \$24,745.05              | \$1,102,580.16          | \$728,170.80             | \$808,338.16            |

| Contract Item Status |      |               |                        |          |              |                   |                       |                     |                  |                |
|----------------------|------|---------------|------------------------|----------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Base/Alt             | Line | Item          | Description            | Units    | Unit Price   | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
| Base Bid             | 1    | 2011.601      | CONSTRUCTION SURVEYING | LUMP SUM | \$37,800.00  | 0.48              | 0                     | \$0.00              | 0.48             | \$18,144.00    |
| Base Bid             | 2    | 2011.601/0003 | CONSTRUCTION SURVEYING | LS       | \$37,800.00  | 0.52              | 0                     | \$0.00              | 0.52             | \$19,656.00    |
| Base Bid             | 3    | 2021.501      | MOBILIZATION           | LUMP SUM | \$169,660.00 | 0.52              | 0                     | \$0.00              | 0.52             | \$88,223.20    |
| Base Bid             | 4    | 2021.501      | MOBILIZATION           | LUMP SUM | \$169,660.00 | 0.48              | 0                     | \$0.00              | 0.48             | \$81,436.80    |
| Base Bid             | 5    | 2031.502      | FIELD OFFICE TYPE D    | EACH     | \$15,000.00  | 1                 | 0                     | \$0.00              | 0                | \$0.00         |



## Contract Item Status

| Base/Alt | Line | Item     | Description                               | Units    | Unit Price  | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
|----------|------|----------|-------------------------------------------|----------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Base Bid | 6    | 2101.501 | CLEARING AND GRUBBING                     | LUMP SUM | \$16,500.00 | 1                 | 0                     | \$0.00              | 1                | \$16,500.00    |
| Base Bid | 7    | 2104.502 | REMOVE MAIL BOX SUPPORT                   | EACH     | \$30.00     | 7                 | 0                     | \$0.00              | 9                | \$270.00       |
| Base Bid | 8    | 2104.502 | SALVAGE SIGN                              | EACH     | \$40.00     | 36                | 0                     | \$0.00              | 26               | \$1,040.00     |
| Base Bid | 9    | 2104.503 | REMOVE CURB & GUTTER                      | LIN FT   | \$14.00     | 240               | 0                     | \$0.00              | 240              | \$3,360.00     |
| Base Bid | 10   | 2104.503 | REMOVE PIPE CULVERTS                      | LIN FT   | \$14.00     | 54                | 0                     | \$0.00              | 54               | \$756.00       |
| Base Bid | 11   | 2104.503 | SAWING BIT PAVEMENT (FULL DEPTH)          | LIN FT   | \$10.00     | 29                | 0                     | \$0.00              | 29               | \$290.00       |
| Base Bid | 12   | 2104.503 | SAWING CONCRETE PAVEMENT (FULL DEPTH)     | LIN FT   | \$10.00     | 4                 | 0                     | \$0.00              | 4                | \$40.00        |
| Base Bid | 13   | 2104.518 | REMOVE BITUMINOUS PAVEMENT                | SQ FT    | \$1.75      | 5627              | 0                     | \$0.00              | 5627             | \$9,847.25     |
| Base Bid | 14   | 2105.504 | GEOTEXTILE FABRIC TYPE 5                  | SQ YD    | \$5.00      | 35                | 0                     | \$0.00              | 35               | \$175.00       |
| Base Bid | 15   | 2105.507 | COMMON EXCAVATION (P)                     | CU YD    | \$10.00     | 9578              | 0                     | \$0.00              | 9578             | \$95,780.00    |
| Base Bid | 16   | 2105.507 | GRANULAR BORROW (CV) (P)                  | CU YD    | \$14.00     | 6643              | 0                     | \$0.00              | 6643             | \$93,002.00    |
| Base Bid | 17   | 2105.507 | SELECT GRANULAR BORROW (CV) (P)           | CU YD    | \$14.00     | 6194              | 0                     | \$0.00              | 6194             | \$86,716.00    |
| Base Bid | 18   | 2105.507 | SELECT GRANULAR BORROW MOD 10% (CV) (P)   | CU YD    | \$14.50     | 13399             | 0                     | \$0.00              | 13399            | \$194,285.50   |
| Base Bid | 19   | 2105.601 | DEWATERING                                | LUMP SUM | \$18,000.00 | 1                 | 0                     | \$0.00              | 1                | \$18,000.00    |
| Base Bid | 20   | 2105.603 | WICK DRAIN                                | LIN FT   | \$0.76      | 80555             | 0                     | \$0.00              | 112668           | \$85,627.68    |
| Base Bid | 21   | 2105.607 | EXCAVATION SPECIAL                        | CU YD    | \$12.00     | 4989              | 0                     | \$0.00              | 4989             | \$59,868.00    |
| Base Bid | 22   | 2118.507 | AGGREGATE SURFACING (CV) CLASS 5 (P)      | CU YD    | \$22.00     | 3903              | 0                     | \$0.00              | 3903             | \$85,866.00    |
| Base Bid | 23   | 2211.507 | AGGREGATE BASE (CV) CLASS 5 (P)           | CU YD    | \$22.00     | 533               | 0                     | \$0.00              | 533              | \$11,726.00    |
| Base Bid | 24   | 2360.509 | TYPE SP 12.5 NON WEAR COURSE MIX (3,C)    | TON      | \$118.00    | 320               | 0                     | \$0.00              | 283              | \$33,394.00    |
| Base Bid | 25   | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (3,C)     | TON      | \$118.00    | 480               | 0                     | \$0.00              | 474.96           | \$56,045.28    |
| Base Bid | 26   | 2401.503 | TYPE S (TL-4) BARRIER CONCRETE (3S52) (P) | LIN FT   | \$139.07    | 336               | 0                     | \$0.00              | 336              | \$46,727.52    |

## Contract Item Status

| Base/Alt | Line | Item     | Description                              | Units    | Unit Price  | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
|----------|------|----------|------------------------------------------|----------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Base Bid | 27   | 2401.507 | STRUCTURAL CONCRETE (3B52) (P)           | CU YD    | \$898.84    | 131               | 0                     | \$0.00              | 131              | \$117,748.04   |
| Base Bid | 28   | 2401.508 | REINFORCEMENT BARS (EPOXY COATED) (P)    | POUND    | \$1.23      | 53020             | 0                     | \$0.00              | 53020            | \$65,214.60    |
| Base Bid | 29   | 2401.508 | REINFORCEMENT BARS (STAINLESS-75KSI) (P) | POUND    | \$5.52      | 480               | 0                     | \$0.00              | 480              | \$2,649.60     |
| Base Bid | 30   | 2401.601 | SLOPE PREPARATION                        | LUMP SUM | \$7,000.00  | 1                 | 0                     | \$0.00              | 1                | \$7,000.00     |
| Base Bid | 31   | 2401.601 | STRUCTURE EXCAVATION                     | LUMP SUM | \$20,000.00 | 1                 | 0                     | \$0.00              | 1                | \$20,000.00    |
| Base Bid | 32   | 2401.618 | BRIDGE SLAB CONCRETE (3YHPC-M) (P)       | SQ FT    | \$32.40     | 5130              | 0                     | \$0.00              | 5130             | \$166,212.00   |
| Base Bid | 33   | 2402.502 | BEARING ASSEMBLY                         | EACH     | \$1,064.65  | 20                | 0                     | \$0.00              | 20               | \$21,293.00    |
| Base Bid | 34   | 2402.502 | ELASTOMERIC BEARING PAD TYPE 1           | EACH     | \$93.09     | 10                | 0                     | \$0.00              | 10               | \$930.90       |
| Base Bid | 35   | 2402.502 | FLOOR DRAIN TYPE B706                    | EACH     | \$1,235.00  | 6                 | 0                     | \$0.00              | 6                | \$7,410.00     |
| Base Bid | 36   | 2405.503 | PRESTRESSED CONCRETE BEAMS 22RB          | LIN FT   | \$256.00    | 715               | 0                     | \$0.00              | 715              | \$183,040.00   |
| Base Bid | 37   | 2406.504 | BRIDGE APPROACH PANELS (P)               | SQ YD    | \$212.08    | 308               | 0                     | \$0.00              | 308              | \$65,320.64    |
| Base Bid | 38   | 2442.501 | REMOVE EXISTING BRIDGE                   | LUMP SUM | \$26,850.00 | 1                 | 0                     | \$0.00              | 1                | \$26,850.00    |
| Base Bid | 39   | 2452.502 | C-I-P CONCRETE TEST PILE 80 FT LONG 12"  | EACH     | \$16,000.00 | 2                 | 0                     | \$0.00              | 2                | \$32,000.00    |
| Base Bid | 40   | 2452.502 | C-I-P CONCRETE TEST PILE 80 FT LONG 20"  | EACH     | \$30,000.00 | 2                 | 0                     | \$0.00              | 2                | \$60,000.00    |
| Base Bid | 41   | 2452.502 | PILE POINTS 12"                          | EACH     | \$250.00    | 12                | 0                     | \$0.00              | 12               | \$3,000.00     |
| Base Bid | 42   | 2452.502 | PILE POINTS 20"                          | EACH     | \$670.00    | 10                | 0                     | \$0.00              | 10               | \$6,700.00     |
| Base Bid | 44   | 2452.503 | C-I-P CONCRETE PILING DELIVERED 20"      | LIN FT   | \$104.24    | 560               | 0                     | \$0.00              | 620              | \$64,628.80    |
| Base Bid | 45   | 2452.503 | C-I-P CONCRETE PILING DRIVEN 12"         | LIN FT   | \$10.00     | 700               | 0                     | \$0.00              | 655.3            | \$6,553.00     |
| Base Bid | 46   | 2452.503 | C-I-P CONCRETE PILING DRIVEN 20"         | LIN FT   | \$10.00     | 560               | 0                     | \$0.00              | 581.7            | \$5,817.00     |
| Base Bid | 47   | 2452.503 | C-I-P CONCRETE PILING DELIVERED 12"      | LIN FT   | \$44.46     | 700               | 0                     | \$0.00              | 680.2            | \$30,241.69    |
| Base Bid | 47   | 2501.502 | 12" GS PIPE APRON                        | EACH     | \$160.00    | 1                 | 0                     | \$0.00              | 1                | \$160.00       |
| Base Bid | 48   | 2501.502 | 12" PC-CS PIPE APRON                     | EACH     | \$300.00    | 4                 | 0                     | \$0.00              | 4                | \$1,200.00     |



| Contract Item Status |      |          |                                      |          |             |                   |                       |                     |                  |                |
|----------------------|------|----------|--------------------------------------|----------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| Base/Alt             | Line | Item     | Description                          | Units    | Unit Price  | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
| Base Bid             | 49   | 2501.502 | 15" PC-CS PIPE APRON                 | EACH     | \$400.00    | 12                | 0                     | \$0.00              | 12               | \$4,800.00     |
| Base Bid             | 50   | 2501.503 | 12" PC-CS PIPE CULVERT               | LIN FT   | \$45.00     | 83                | 0                     | \$0.00              | 83               | \$3,735.00     |
| Base Bid             | 51   | 2501.503 | 15" PC-CS PIPE CULVERT               | LIN FT   | \$51.00     | 347               | 0                     | \$0.00              | 347              | \$17,697.00    |
| Base Bid             | 52   | 2502.501 | DRAINAGE SYSTEM TYPE (B910)          | LUMP SUM | \$1,500.00  | 1                 | 0                     | \$0.00              | 1                | \$1,500.00     |
| Base Bid             | 53   | 2503.503 | 12" CP PIPE SEWER                    | LIN FT   | \$57.00     | 57                | 0                     | \$0.00              | 57               | \$3,249.00     |
| Base Bid             | 54   | 2506.502 | CASTING ASSEMBLY                     | EACH     | \$900.00    | 2                 | 0                     | \$0.00              | 2                | \$1,800.00     |
| Base Bid             | 55   | 2506.502 | CONST DRAINAGE STRUCTURE DESIGN G    | EACH     | \$2,510.00  | 2                 | 0                     | \$0.00              | 2                | \$5,020.00     |
| Base Bid             | 56   | 2511.504 | GEOTEXTILE FILTER TYPE 3             | SQ YD    | \$5.00      | 131               | 0                     | \$0.00              | 205              | \$1,025.00     |
| Base Bid             | 57   | 2511.504 | GEOTEXTILE FILTER TYPE 7             | SQ YD    | \$3.75      | 780               | 0                     | \$0.00              | 594              | \$2,227.50     |
| Base Bid             | 58   | 2511.507 | RANDOM RIPRAP CLASS II               | CU YD    | \$100.00    | 29                | 0                     | \$0.00              | 48               | \$4,800.00     |
| Base Bid             | 59   | 2511.507 | RANDOM RIPRAP CLASS III              | CU YD    | \$60.00     | 420               | 0                     | \$0.00              | 252              | \$15,120.00    |
| Base Bid             | 60   | 2531.503 | CONCRETE CURB AND GUTTER DESIGN D418 | LIN FT   | \$19.00     | 1661              | 0                     | \$0.00              | 1668             | \$31,692.00    |
| Base Bid             | 61   | 2531.504 | 6" CONCRETE DRIVEWAY PAVEMENT        | SQ YD    | \$80.00     | 48                | 0                     | \$0.00              | 54.52            | \$4,361.60     |
| Base Bid             | 62   | 2540.602 | MAIL BOX SUPPORT                     | EACH     | \$100.00    | 7                 | 0                     | \$0.00              | 9                | \$900.00       |
| Base Bid             | 63   | 2554.502 | END TREATMENT - TANGENT TERMINAL     | EACH     | \$3,100.00  | 3                 | 0                     | \$0.00              | 3                | \$9,300.00     |
| Base Bid             | 64   | 2554.503 | TRAFFIC BARRIER DESIGN TRANS TYPE 31 | LIN FT   | \$142.00    | 100               | 0                     | \$0.00              | 100              | \$14,200.00    |
| Base Bid             | 65   | 2554.503 | TRAFFIC BARRIER DESIGN TYPE 31       | LIN FT   | \$30.00     | 125               | 0                     | \$0.00              | 125              | \$3,750.00     |
| Base Bid             | 66   | 2563.601 | TRAFFIC CONTROL                      | LUMP SUM | \$3,900.00  | 0.52              | 0                     | \$0.00              | 0.52             | \$2,028.00     |
| Base Bid             | 67   | 2563.601 | TRAFFIC CONTROL                      | LUMP SUM | \$3,900.00  | 0.48              | 0                     | \$0.00              | 0.48             | \$1,872.00     |
| Base Bid             | 68   | 2564.502 | INSTALL SIGN PANEL TYPE C            | EACH     | \$140.00    | 30                | 0                     | \$0.00              | 0                | \$0.00         |
| Base Bid             | 69   | 2573.501 | EROSION CONTROL SUPERVISOR           | LUMP SUM | \$11,000.00 | 1                 | 0                     | \$0.00              | 0.7              | \$7,700.00     |
| Base Bid             | 70   | 2573.501 | STABILIZED CONSTRUCTION EXIT         | LUMP SUM | \$4,700.00  | 1                 | 0                     | \$0.00              | 0                | \$0.00         |

| Contract Item Status |      |          |                                          |          |             |                   |                       |                     |                  |                |  |
|----------------------|------|----------|------------------------------------------|----------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|--|
| Base/Alt             | Line | Item     | Description                              | Units    | Unit Price  | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |  |
| Base Bid             | 71   | 2573.502 | CULVERT END CONTROLS                     | EACH     | \$550.00    | 6                 | 0                     | \$0.00              | 4                | \$2,200.00     |  |
| Base Bid             | 72   | 2573.502 | STORM DRAIN INLET PROTECTION             | EACH     | \$1,200.00  | 2                 | 0                     | \$0.00              | 2                | \$2,400.00     |  |
| Base Bid             | 73   | 2573.503 | FLOTATION SILT CURTAIN TYPE MOVING WATER | LIN FT   | \$38.50     | 340               | 0                     | \$0.00              | 250              | \$9,625.00     |  |
| Base Bid             | 74   | 2573.503 | SEDIMENT CONTROL LOG TYPE WOOD FIBER     | LIN FT   | \$6.50      | 464               | 0                     | \$0.00              | 413              | \$2,684.50     |  |
| Base Bid             | 75   | 2573.503 | SILT FENCE, TYPE HI                      | LIN FT   | \$4.75      | 12495             | 0                     | \$0.00              | 7687             | \$36,513.25    |  |
| Base Bid             | 76   | 2575.501 | TURF ESTABLISHMENT                       | LUMP SUM | \$11,970.00 | 1                 | 0                     | \$0.00              | 1                | \$11,970.00    |  |
| Base Bid             | 77   | 2575.504 | EROSION CONTROL BLANKETS CATEGORY 3N     | SQ YD    | \$2.55      | 27684             | 0                     | \$0.00              | 22393            | \$57,102.15    |  |
| Base Bid             | 78   | 2575.523 | RAPID STABILIZATION METHOD 3             | M GALLON | \$2,200.00  | 3.84              | 0                     | \$0.00              | 0                | \$0.00         |  |
| Base Bid Totals:     |      |          |                                          |          |             |                   |                       | \$0.00              |                  | \$2,260,017.50 |  |

| Project Category Totals |                      |                     |                |
|-------------------------|----------------------|---------------------|----------------|
| Project                 | Category             | Amount This Request | Amount To Date |
| 031-598-021             | BB Participating     | \$0.00              | \$1,086,491.49 |
| 031-598-021             | BB Non-Participating | \$0.00              | \$1,173,526.01 |

| Contract Change Item Status |     |      |                                           |            |                   |                 |                             |                       |                     |                  |                |
|-----------------------------|-----|------|-------------------------------------------|------------|-------------------|-----------------|-----------------------------|-----------------------|---------------------|------------------|----------------|
| Project                     | CC  | Line | Item                                      | Unit Price | Contract Quantity | Contract Amount | New Item or Adj to Existing | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
| 031-598-021                 | CO1 | 79   | 2105.507/00030 MUCK EXCAVATION (C Y)      | \$6.12     | 12318             | \$75,386.16     | ITM                         | \$0.00                | \$0.00              | 6477             | \$39,639.24    |
| 031-598-021                 | CO1 | 80   | 2105.507/00150 GRANULAR BORROW (CV) (C Y) | \$14.28    | 20940             | \$299,023.20    | ITM                         | \$0.00                | \$0.00              | 7820             | \$111,669.60   |
| Contract Change Totals:     |     |      |                                           |            |                   |                 |                             |                       | \$0.00              |                  | \$151,308.84   |

| Contract Change Totals |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |              |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------|
| Number                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Effective Date | Amount       |
| 1                      | The Engineer had determined a need for additional mucking along the job from St. 83+00 to St. 91+00 on both sides of the road. The original hope was because the road was mostly a fill, with small ditches, that we could build the road without mucking out all of the poor soils. However after beginning construction we see that conditions are worst than anticipated. The goal is to pave this road in the future, making mucking out the poor soils even more important for future pavement stability. | 08/25/2021     | \$374,409.36 |



|                                                                                                                                       |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| This change results in negotiated price for adding Item 2105.507 - Muck Excavation (CY) and Item 2105.507 - Granular Borrow (CV) (CY) |  |  |  |
| The price reflects a Prime Contractor markup of 2%. There is no change in Contract time.                                              |  |  |  |

| Material On Hand Additions |      |             |      |       |          |
|----------------------------|------|-------------|------|-------|----------|
| Line                       | Item | Description | Date | Added | Comments |
|                            |      |             |      |       |          |

| Material On Hand Balance |          |                                          |            |                             |                             |                      |
|--------------------------|----------|------------------------------------------|------------|-----------------------------|-----------------------------|----------------------|
| Line                     | Item     | Description                              | Date       | Added                       | Used                        | Remaining            |
| 28                       | 2401.508 | REINFORCEMENT BARS (EPOXY COATED) (P)    | 2021-12-14 | 53,020 POUND<br>\$40,255.12 | 53,020 POUND<br>\$40,255.12 | 0 POUND \$0.00       |
| 29                       | 2401.508 | REINFORCEMENT BARS (STAINLESS-75KSI) (P) | 2021-12-14 | 480 POUND<br>\$1,507.76     | 480 POUND<br>\$1,507.76     | 0 POUND \$0.00       |
| 33                       | 2402.502 | BEARING ASSEMBLY                         | 2022-01-14 | 20 EACH \$21,268.13         | 20 EACH \$21,268.13         | 0 EACH \$0.00        |
| 34                       | 2402.502 | ELASTOMERIC BEARING PAD TYPE 1           | 2022-01-14 | 10 EACH \$929.81            | 10 EACH \$929.81            | 0 EACH \$0.00        |
| 35                       | 2402.502 | FLOOR DRAIN TYPE B706                    | 2022-01-13 | 6 EACH \$6,399.68           | 6 EACH \$6,399.68           | 0 EACH \$0.00        |
| 37                       | 2406.504 | BRIDGE APPROACH PANELS (P)               | 2021-12-14 | 53 SQ YD<br>\$11,098.97     | 53 SQ YD<br>\$11,098.97     | 0 SQ YD \$0.00       |
| 39                       | 2452.502 | C-I-P CONCRETE TEST PILE 80 FT LONG 12"  | 2021-10-11 | 2 EACH \$5,044.50           | 2 EACH \$5,044.50           | 0 EACH \$0.00        |
| 40                       | 2452.502 | C-I-P CONCRETE TEST PILE 80 FT LONG 20"  | 2021-10-11 | 2 EACH \$10,944.00          | 2 EACH \$10,944.00          | 0 EACH \$0.00        |
| 41                       | 2452.502 | PILE POINTS 12"                          | 2021-10-11 | 12 EACH \$2,949.75          | 12 EACH \$2,949.75          | 0 EACH \$0.00        |
| 42                       | 2452.502 | PILE POINTS 20"                          | 2021-10-11 | 10 EACH \$6,679.69          | 10 EACH \$6,679.69          | 0 EACH \$0.00        |
| 44                       | 2452.503 | C-I-P CONCRETE PILING DELIVERED 20"      | 2021-10-11 | 560 LIN FT<br>\$38,304.00   | 560 LIN FT<br>\$38,304.00   | 0 LIN FT \$0.00      |
| 47                       | 2452.503 | C-I-P CONCRETE PILING DELIVERED 12"      | 2021-10-11 | 700 LIN FT<br>\$22,069.69   | 680.2 LIN FT<br>\$21,445.43 | 19.8 LIN FT \$624.26 |
| 48                       | 2501.502 | 12" PC-CS PIPE APRON                     | 2021-10-12 | 4 EACH \$247.01             | 4 EACH \$247.01             | 0 EACH \$0.00        |
| 49                       | 2501.502 | 15" PC-CS PIPE APRON                     | 2021-10-12 | 12 EACH \$1,019.66          | 12 EACH \$1,019.66          | 0 EACH \$0.00        |
| 50                       | 2501.503 | 12" PC-CS PIPE CULVERT                   | 2021-10-12 | 83 LIN FT \$1,729.97        | 83 LIN FT \$1,729.97        | 0 LIN FT \$0.00      |
| 51                       | 2501.503 | 15" PC-CS PIPE CULVERT                   | 2021-10-12 | 347 LIN FT<br>\$8,503.61    | 347 LIN FT<br>\$8,503.61    | 0 LIN FT \$0.00      |

|    |          |                      |            |                      |                      |                 |
|----|----------|----------------------|------------|----------------------|----------------------|-----------------|
| 53 | 2503.503 | 12" CP PIPE<br>SEWER | 2021-10-12 | 57 LIN FT \$2,096.14 | 57 LIN FT \$2,096.14 | 0 LIN FT \$0.00 |
|----|----------|----------------------|------------|----------------------|----------------------|-----------------|

|                |  |  |  |                |  |  |
|----------------|--|--|--|----------------|--|--|
| Contract Total |  |  |  | \$2,411,950.60 |  |  |
|----------------|--|--|--|----------------|--|--|





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2671**

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**DEPARTMENT:** Transportation

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Karin Grandia

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**AGENDA ITEM:**

MnDOT Agency Agreement for Federal Participation in Construction

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**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Agency Agreement for Federal Participation in Advance Construction to execute the MnDOT Agency Agreement No. 1052150.

**BACKGROUND:**

MnDOT requires an agreement between Itasca County and MnDOT which outlines the roles and responsibilities associated with federal funds and allows for MnDOT to act as Itasca County's agent in accepting these funds for future federal aid construction projects. This agreement supersedes agreement no. 1030031 that was entered into back in January of 2018. There are no substantial changes to the agreement. Some language has been clarified and additional language added as required by federal law.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Itasca

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**RESOLUTION 2022-72**

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**RE: AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION**

**BE IT RESOLVED**, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Itasca County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

**BE IT FURTHER RESOLVED**, the County Board Chairman and the County Auditor are hereby authorized and directed for and on behalf of Itasca County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052150", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.

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Administrator



## STATE OF MINNESOTA

### AGENCY AGREEMENT

for

### FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between Itasca County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

#### RECITALS

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1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
  - 2.2. This project is for construction, not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

#### AGREEMENT TERMS

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##### 1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1030031.

##### 2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## 2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

## 5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

## 7. Authorized Representatives

- 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 7.2. The Local Government's Authorized Representative is:

Name: Karin Grandia or their successor.

Title: Itasca County Engineer

Phone: 218-327-7389

Email: karin.grandia@co.itasca.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

## 8. Assignment Amendments, Waiver, and Agreement Complete

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the



Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

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

**14. Termination; Suspension**

- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
  - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

**18. Federal Contract Clauses**

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

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

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
  - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**Itasca County**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2656**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson

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**AGENDA ITEM:**

OHV Challenge Cost Share Agreement Renewal

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**BOARD ACTION REQUESTED:**

Approve OHV Challenge Cost Share Agreement Renewal and authorize necessary signatures.

**BACKGROUND:**

The U.S. Forest Service provides an agreement for all Grant-in-Aid recreational trails on the Forest. The current agreement has expired and needs to be renewed. The agreements are renewed every 5 years.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. 23CS11090300005 Itasca County\_Grant in Aid OHV Trails\_for signature

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



FS Agreement No. 23-CS-11090300-005

Cooperator Agreement No. \_\_\_\_\_

**NON FUNDED CHALLENGE COST SHARE AGREEMENT**  
**Between**  
**ITASCA COUNTY**  
**And The**  
**USDA, FOREST SERVICE**  
**CHIPPEWA NATIONAL FOREST**

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby entered into by and between Itasca, County of, hereinafter referred to as "Itasca County," and the United States Department of Agriculture (USDA), Forest Service, Chippewa National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Title: Grant-in-Aid OHV Trails

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to provide a tool that makes designated (grant-in-aid) OHV trails available for public use on the Chippewa National Forest in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit B.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Cooperator desires to contribute toward the development and maintenance of area OHV trails, and functions as a coordinator Sponsor for local OHV user groups. The Forest Service is charged with the administration of National Forest lands, which includes the occupancy and use of such lands for recreational purposes. The development, maintenance and use of OHV trails in suitable locations are a desirable and appropriate use of such lands. The Forest Service recognizes such development would be to the benefit of the public and to the Forest Service in its administration of National Forest lands for its multiple use purposes.

In consideration of the above premises, the parties agree as follows:

**III. ITASC COUNTY SHALL:**

- A. LEGAL AUTHORITY. Itasca County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.



- B. Use, as available, Grant-in-Aid funding for the maintenance of trails and trail features.
- C. Provide an annual operating plan that at a minimum includes:
  - a. List of OHV clubs and contact information who Itasca County has agreements to maintain OHV trails. The list need only include those clubs who will be working on Chippewa National Forest lands,
  - b. Emergency contact information,
  - c. Provide a current sign plan for all National Forest trail segments and ensure that necessary signing is in place prior to use,
  - d. Work plan which identifies planned maintenance to be completed for the current year. Work must have written approval by the Forest Service representative prior to work beginning.
    - (i) Identify trail by name/FS number, Township, Range, Section number or GPS location,
    - (ii) Specific work to be accomplished, material to be used, approximate dates work to be done
- D. Furnish their own time, transportation, and equipment to develop, operate, maintain, and sign Grant-In-Aid trails.
- E. Work on only those trails recognized on the maps attached hereto, and may include listed trails and roads open to OHV use in Appendix A. Locations of trails, including trail reroutes, must be approved by the Forest Service and shall not be constructed, signed or considered ready for use until mutually agreed upon.
- F. Ensure safe trail conditions including alignment, clearing, bridging, signing, and tread conditions.
- G. Install seasonal closure signs on designated trails. Signs will meet Forest Service sign standard, identified in the Forest Service Sign and Poster Guide (EM-7100-15)
- H. Mark trails with only State and/or Forest Service standard signs. Such signs are to be mounted on their own posts. Those signs identified by the Forest Service for removal, will be removed by the Cooperator at the end of each season of use.
- I. As may be necessary for public safety and visual concerns, remove all slash and debris resulting from trail maintenance to at least 25 feet from the cleared limits of the trail and in no case will slash be placed in any non-forested wetland.
- J. Provide for the disposal of refuse resulting from the use, including waste materials, garbage, and rubbish of all kinds, by removal of said refuse from National Forest lands annually.



- K. Annually inspect trails on all National Forest trail segments for safety hazards and provide Forest Service with documentation of inspections prior to the operating season identified on the current Motor Vehicle Use Map.
- L. Designate the Itasca County Land Commissioner as the agent of the Cooperator in administering this Agreement and to furnish the Forest Service the name, address and phone number of said agent.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Provide access to maps and aerial photos and give technical assistance to Itasca County.
- B. Use appropriate decision-making process such as the NEPA to give consideration and possible approval of proposals to re-route and/or construct new trails.
- C. Maintain roads, open to OHV use, identified on the Chippewa NF maintenance schedule spreadsheet, to Forest Service standard based on the designated maintenance level.
- D. Provide a list, annually, of roads, open to OHV use, to be maintained and the type of maintenance to be completed.
- E. Mark on the ground those portions of the OHV trail system approved for new trail development.
- F. Annually furnish Itasca County's agent with current land use information essential for OHV trail location and planning.
- G. Ensure the trail location is compatible with sound National Forest management and prudent environmental protection.
- H. Send a letter to the MN DNR to request the trails identified in this agreement be added to the state's Grant-In-Aid program.
- I. Designate the District Ranger as the agent for the Forest Service in matters that pertain to the National Forest lands within the District.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>                                                                                                                                                                                              | <b>Cooperator Administrative Contact</b>                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name: Sara Thompson<br>Address: 1177 LaPrairie Avenue<br>City, State, Zip: Grand Rapids, MN 55744-3322<br>Telephone: (218) 327-3855<br>Email: <a href="mailto:sara.thompson@co.itasca.mn.us">sara.thompson@co.itasca.mn.us</a> | Name: Kory Cease<br>Address: 1177 LaPrairie Avenue<br>City, State, Zip: Grand Rapids, MN 55744-3322<br>Telephone: (218) 327-3855<br>Email: <a href="mailto:kory.cease@co.itasca.mn.us">kory.cease@co.itasca.mn.us</a> |

**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Program Manager Contact</b>                                                                                                                                                                              | <b>U.S. Forest Service Administrative Contact</b>                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name: Kenneth Hansen<br>Address: 417 Forestry Drive<br>City, State, Zip: Blackduck, MN 56630<br>Telephone: (218) 835-3117<br>FAX: (218) 835-3132<br>Email: <a href="mailto:Kenneth.hansen@usda.gov">Kenneth.hansen@usda.gov</a> | Name: Nancy Borman<br>Address: 8901 Grand Avenue Place<br>City, State, Zip: Duluth, MN 55808<br>Telephone: (218) 626-4364<br>Email: <a href="mailto:nancy.borman@usda.gov">nancy.borman@usda.gov</a> |

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Itasca County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Itasca County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Itasca County from participating in similar activities with other public or private agencies, organizations, and individuals.



- D. ENDORSEMENT. Any of Itasca County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Itasca County's products or activities.
- E. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- F. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- G. ELIGIBLE WORKERS. Itasca County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Itasca County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- H. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Itasca County shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- I. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Itasca County.



- J. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information

Itasca County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted no later than 120 days from the expiration date of the agreement.

- K. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Itasca County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Itasca County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

- L. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- M. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official



Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- N. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Itasca County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.
- O. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and Itasca County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
  2. By 30 days written notification by Itasca County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.
- P. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- Q. DEBARMENT AND SUSPENSION. Itasca County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Itasca County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.



- R. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective **through November 1, 2027** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

---

TERRY SNYDER, Board Chair  
Itasca County Board of Commissioners

Date

---

MICHAEL STANSBERRY, Forest Supervisor  
U.S. Forest Service, Chippewa National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

NANCY  
BORMAN

Digitally signed by NANCY  
BORMAN  
Date: 2022.11.01 16:11:55  
-05'00'

---

NANCY BORMAN  
U.S. Forest Service Grants Management Specialist

Date





## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

# Challenge Cost Share Agreement# 23-CS-11090300-005

## Appendix A

### Roads Open to OHV Use included in this Agreement

| FS Road # | Road Name                    | Begin<br>Location | End<br>Location | Length |
|-----------|------------------------------|-------------------|-----------------|--------|
| 2035      | Peartree Road                |                   |                 | 2.50   |
| 2156      | Womack Road                  |                   |                 | 3.20   |
| 2196      | Itasca Co. 33                |                   |                 | 5.00   |
| 2201      | Skimmerhorn Rd.              |                   |                 | 4.00   |
| 2203      | Decker Lake Road             |                   |                 | 7.50   |
| 2225      | Rice Lake/Shogren Dam        |                   |                 | 1.00   |
| 2229      | Wagner Lake Trail            |                   |                 | 10.50  |
| 2429      | North Nature Lake Rd.        |                   |                 | 3.20   |
| 2541      | Dixon Spur Rd.               |                   |                 | 0.95   |
| 3330      | Wagner Creek Trail           |                   |                 | 2.10   |
| 3357      | Moose Lake Resort Rd.        |                   |                 | 1.70   |
| 3717      | Tuttle Lake Rd.              |                   |                 | 1.70   |
| 2127      | Six Mile Lake Rd. NE         |                   |                 | 12.70  |
| 2151      | Mac Road                     |                   |                 | 3.50   |
| 2180      | Farm Camp                    |                   |                 | 0.25   |
| 2182      | Cameron                      |                   |                 | 3.00   |
| 2187      | Camp Five Rd.                |                   |                 | 7.74   |
| 2187A     | Wolfe Road                   |                   |                 | 0.20   |
| 2194      | Dinner Creek Road/Cty Rd.158 |                   |                 | 1.80   |
| 2196C     | Dixon Spur C                 |                   |                 | 1.00   |
| 2196F     | Dixon Spur F                 |                   |                 | 0.50   |
| 2249      | Lucille Lake Road            |                   |                 | 0.70   |
| 2282      | North Joel Lake              |                   |                 | 0.70   |
| 2346      | East Mississippi             |                   |                 | 9.30   |
| 2397      | MN HWY 286 Spur 2397         |                   |                 | 2.50   |
| 2402      | Big Too Much Lake Rd.        |                   |                 | 6.59   |
| 2422      | MN 38 SPUR 2422              |                   |                 | 2.00   |
| 2423      | JINGO LAKE                   |                   |                 | 4.84   |
| 2664      | JACK THE HORSE LAKE ROAD     |                   |                 | 1.60   |
| 3237      | MN 6 SPUR 3237               |                   |                 | 0.17   |
| 3237A     | FR 3237 SPUR A               |                   |                 | 0.32   |
| 3717B     | TUTTLE LAKE ROAD SPUR B      |                   |                 | 0.50   |
| 3720      | MN 46 SPUR 3720              |                   |                 | 0.50   |
| 3720A     | FR 3720 SPUR A               |                   |                 | 0.50   |
| 3721      | MN 46 SPUR 3721              |                   |                 | 0.90   |
| 3732      | EAST MISSISSIPPI SPUR 3732   |                   |                 | 1.35   |
| 3732B     | FR 3732 SPUR B               |                   |                 | 0.44   |
| 3733      | ITASCA CO. 39 SPUR 3733      |                   |                 | 0.80   |
| 3979      | FR 2182 SPUR 3979            |                   |                 | 1.05   |

Attachment: **B**

USFS Agreement No.:

23-CS-11090300-005

Mod. No.:

Cooperator Agreement No.:

**Note: This Financial Plan may be used when:****(1) No program income is expected and****(2) The Cooperator is not giving cash to the FS and****(3) There is no other Federal funding****Agreements Financial Plan (Short Form)****Financial Plan Matrix:**

Note: All columns may not be used. Use depends on source and type of contribution(s).

| COST ELEMENTS        | FOREST SERVICE CONTRIBUTIONS |                                 | COOPERATOR CONTRIBUTIONS |                | (e)<br>Total |
|----------------------|------------------------------|---------------------------------|--------------------------|----------------|--------------|
|                      | (a)<br>Noncash               | (b)<br>Cash<br>to<br>Cooperator | (c)<br>Noncash           | (d)<br>In-Kind |              |
| Direct Costs         |                              |                                 |                          |                |              |
| Salaries/Labor       | \$2,850.00                   | \$0.00                          | \$0.00                   | \$12,350.00    | \$15,200.00  |
| Travel               | \$500.00                     | \$0.00                          | \$0.00                   | \$6,800.00     | \$7,300.00   |
| Equipment            | \$0.00                       | \$0.00                          | \$0.00                   | \$0.00         | \$0.00       |
| Supplies/Materials   | \$50.00                      | \$0.00                          | \$0.00                   | \$37,000.00    | \$37,050.00  |
| Printing             | \$0.00                       | \$0.00                          | \$0.00                   | \$0.00         | \$0.00       |
| Other                | \$0.00                       | \$0.00                          | \$0.00                   | \$0.00         | \$0.00       |
| Other                |                              |                                 |                          |                | \$0.00       |
| Subtotal             | \$3,400.00                   | \$0.00                          | \$0.00                   | \$56,150.00    | \$59,550.00  |
| Coop Indirect Costs  |                              | \$0.00                          | \$0.00                   |                | \$0.00       |
| FS Overhead Costs    | \$0.00                       |                                 |                          |                | \$0.00       |
| Total                | \$3,400.00                   | \$0.00                          | \$0.00                   | \$56,150.00    | \$59,550.00  |
| Total Project Value: |                              |                                 |                          |                | \$59,550.00  |

| Matching Costs Determination                      |                |
|---------------------------------------------------|----------------|
| Total Forest Service Share =<br>(a+b) ÷ (e) = (f) | (f)<br>5.71%   |
| Total Cooperator Share<br>(c+d) ÷ (e) = (g)       | (g)<br>94.29%  |
| Total (f+g) = (h)                                 | (h)<br>100.00% |

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.

NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

| Job Description |  | Cost/Day | # of Days |  | Total      |
|-----------------|--|----------|-----------|--|------------|
| Rec Tech        |  | \$285.00 | 10.00     |  | \$2,850.00 |
|                 |  |          |           |  | \$0.00     |
|                 |  |          |           |  | \$0.00     |

##### Non-Standard Calculation

**Total Salaries/Labor**

**\$2,850.00**

#### Travel

##### Standard Calculation

| Travel Expense                                |  | Employees | Cost/Trip | # of Trips | Total    |
|-----------------------------------------------|--|-----------|-----------|------------|----------|
| travel to project sites for marking of trails |  | 1         | \$50.00   | 10.00      | \$500.00 |
|                                               |  |           |           |            | \$0.00   |
|                                               |  |           |           |            | \$0.00   |
|                                               |  |           |           |            | \$0.00   |

##### Non-Standard Calculation

**Total Travel**

**\$500.00**

#### Equipment

##### Standard Calculation

| Piece of Equipment | # of Units | Cost/Day | # of Days |  | Total  |
|--------------------|------------|----------|-----------|--|--------|
|                    |            |          |           |  | \$0.00 |
|                    |            |          |           |  | \$0.00 |
|                    |            |          |           |  | \$0.00 |

##### Non-Standard Calculation

**Total Equipment**

**\$0.00**

**Supplies/Materials**

**Standard Calculation**

| Supplies/Materials |  | # of Items | Cost/Item | Total   |
|--------------------|--|------------|-----------|---------|
| Flagging Tape      |  | 25.00      | \$2.00    | \$50.00 |
|                    |  |            |           | \$0.00  |
|                    |  |            |           | \$0.00  |

**Non-Standard Calculation**

|                                 |  |  |  |                |
|---------------------------------|--|--|--|----------------|
| <b>Total Supplies/Materials</b> |  |  |  | <b>\$50.00</b> |
|---------------------------------|--|--|--|----------------|

**Printing**

**Standard Calculation**

| Paper Material |  | # of Units | Cost/Unit |  | Total  |
|----------------|--|------------|-----------|--|--------|
|                |  |            |           |  | \$0.00 |

**Non-Standard Calculation**

|                       |  |  |  |               |
|-----------------------|--|--|--|---------------|
| <b>Total Printing</b> |  |  |  | <b>\$0.00</b> |
|-----------------------|--|--|--|---------------|

**Other Expenses**

**Standard Calculation**

| Item |  | # of Units | Cost/Unit |  | Total  |
|------|--|------------|-----------|--|--------|
|      |  |            |           |  | \$0.00 |
|      |  |            |           |  | \$0.00 |
|      |  |            |           |  | \$0.00 |

**Non-Standard Calculation**

|                    |  |  |  |               |
|--------------------|--|--|--|---------------|
| <b>Total Other</b> |  |  |  | <b>\$0.00</b> |
|--------------------|--|--|--|---------------|

|                              |                   |
|------------------------------|-------------------|
| <b>Subtotal Direct Costs</b> | <b>\$3,400.00</b> |
|------------------------------|-------------------|

**Forest Service Overhead Costs**

| Current Overhead Rate | Subtotal Direct Costs |  |  | Total  |
|-----------------------|-----------------------|--|--|--------|
|                       | \$3,400.00            |  |  | \$0.00 |

|                                |  |  |               |
|--------------------------------|--|--|---------------|
| <b>Total FS Overhead Costs</b> |  |  | <b>\$0.00</b> |
|--------------------------------|--|--|---------------|

|                   |                   |
|-------------------|-------------------|
| <b>TOTAL COST</b> | <b>\$3,400.00</b> |
|-------------------|-------------------|

## WORKSHEET FOR

### Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

| Job Description                             | Cost/Day | # of Days | Total      |
|---------------------------------------------|----------|-----------|------------|
| Alvwood Squaw Lake Trail Maintenance        | \$20.00  | 125.00    | \$2,500.00 |
| Bigfork-Balsam Connection Trail Maintenance | \$20.00  | 492.50    | \$9,850.00 |

##### Non-Standard Calculation

|                             |  |                    |
|-----------------------------|--|--------------------|
| <b>Total Salaries/Labor</b> |  | <b>\$12,350.00</b> |
|-----------------------------|--|--------------------|

#### Travel

##### Standard Calculation

| Travel Expense | Employees | Cost/Trip | # of Trips | Total |
|----------------|-----------|-----------|------------|-------|
|----------------|-----------|-----------|------------|-------|

##### Non-Standard Calculation

|                                                                             |            |
|-----------------------------------------------------------------------------|------------|
| Alvwood Squaw Lake Club Travel for meetings, coordination, trail work, etc. | \$2,600.00 |
| Wilderness Wheeler Club Travel for meetings, coordination, trail work, etc. | \$4,200.00 |

|                     |  |                   |
|---------------------|--|-------------------|
| <b>Total Travel</b> |  | <b>\$6,800.00</b> |
|---------------------|--|-------------------|

#### Equipment

##### Standard Calculation

| Piece of Equipment | # of Units | Cost/Day | # of Days | Total  |
|--------------------|------------|----------|-----------|--------|
|                    |            |          |           | \$0.00 |
|                    |            |          |           | \$0.00 |
|                    |            |          |           | \$0.00 |

##### Non-Standard Calculation

|                        |  |               |
|------------------------|--|---------------|
| <b>Total Equipment</b> |  | <b>\$0.00</b> |
|------------------------|--|---------------|

| Supplies/Materials   |  |            |           |       |
|----------------------|--|------------|-----------|-------|
| Standard Calculation |  |            |           |       |
| Supplies/Materials   |  | # of Items | Cost/Item | Total |

| Non-Standard Calculation                  |                          |  |  |                    |
|-------------------------------------------|--------------------------|--|--|--------------------|
| Alvwood Squaw Lake Trail Materials        | Gravel, sign posts, etc. |  |  | \$5,000.00         |
| Bigfork Balsam Connection Trail Materials | Gravel, sign posts, etc. |  |  | \$32,000.00        |
| <b>Total Supplies/Materials</b>           |                          |  |  | <b>\$37,000.00</b> |

| Printing             |  |            |           |       |
|----------------------|--|------------|-----------|-------|
| Standard Calculation |  |            |           |       |
| Paper Material       |  | # of Units | Cost/Unit | Total |

\$0.00

| Non-Standard Calculation |  |  |  |               |
|--------------------------|--|--|--|---------------|
| <b>Total Printing</b>    |  |  |  | <b>\$0.00</b> |

| Other Expenses       |  |            |           |       |
|----------------------|--|------------|-----------|-------|
| Standard Calculation |  |            |           |       |
| Item                 |  | # of Units | Cost/Unit | Total |

\$0.00

\$0.00

\$0.00

| Non-Standard Calculation |  |  |  |  |
|--------------------------|--|--|--|--|
|--------------------------|--|--|--|--|

|                    |  |  |  |               |
|--------------------|--|--|--|---------------|
| <b>Total Other</b> |  |  |  | <b>\$0.00</b> |
|--------------------|--|--|--|---------------|

|                              |                    |
|------------------------------|--------------------|
| <b>Subtotal Direct Costs</b> | <b>\$56,150.00</b> |
|------------------------------|--------------------|

|                   |                    |
|-------------------|--------------------|
| <b>TOTAL COST</b> | <b>\$56,150.00</b> |
|-------------------|--------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2657**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson

---

**AGENDA ITEM:**

Balsam Creek Bridge and Wabana Trail Boardwalk IRRR Grant Application

---

**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Balsam Creek Bridge and Trail Improvement Project and Wabana Trail Boardwalk Project IRRR Regional Trails Grant Application and authorize necessary signatures.

**BACKGROUND:**

The Itasca County Land Department is looking for additional dollars to assist in the construction and completion of these two projects through the IRRR Regional Trails grant. With the increased cost of materials and construction, more funding is needed to complete these projects. This funding will help match the Federal Recreational Trails Program grant, Trails Taskforce, Yamaha Corporation, and the Federal RAC Grant (boardwalk project).

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

**RESOLUTION 2022-73**

---

**RE: BALSAM CREEK BRIDGE AND TRAIL IMPROVEMENT PROJECT AND WABANA TRAIL  
BOARDWALK PROJECT**

**WHEREAS**, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRRB) for the Recreational Trails Grant, and

**WHEREAS**, Itasca County Land Department is working to seek additional funding for Balsam Creek Bridge and Trail Improvement project and the Wabana Trail Boardwalk project, and

**WHEREAS**, a Recreational Trails grant is available to fund fifty (50) percent of the cost of projects under this grant, and

**WHEREAS**, Itasca County recognizes the fifty (50) match requirements for the IRRRB Recreational Trails grant, and that they will secure matching funds.

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

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

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.

Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2658**

---

**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson

---

**AGENDA ITEM:**

Final Sponsorship for Bowstring Connection Snowmobile Trail

---

**BOARD ACTION REQUESTED:**

Approve Final Sponsorship for the Bowstring Connection Snowmobile Trail and authorize necessary signatures.

**BACKGROUND:**

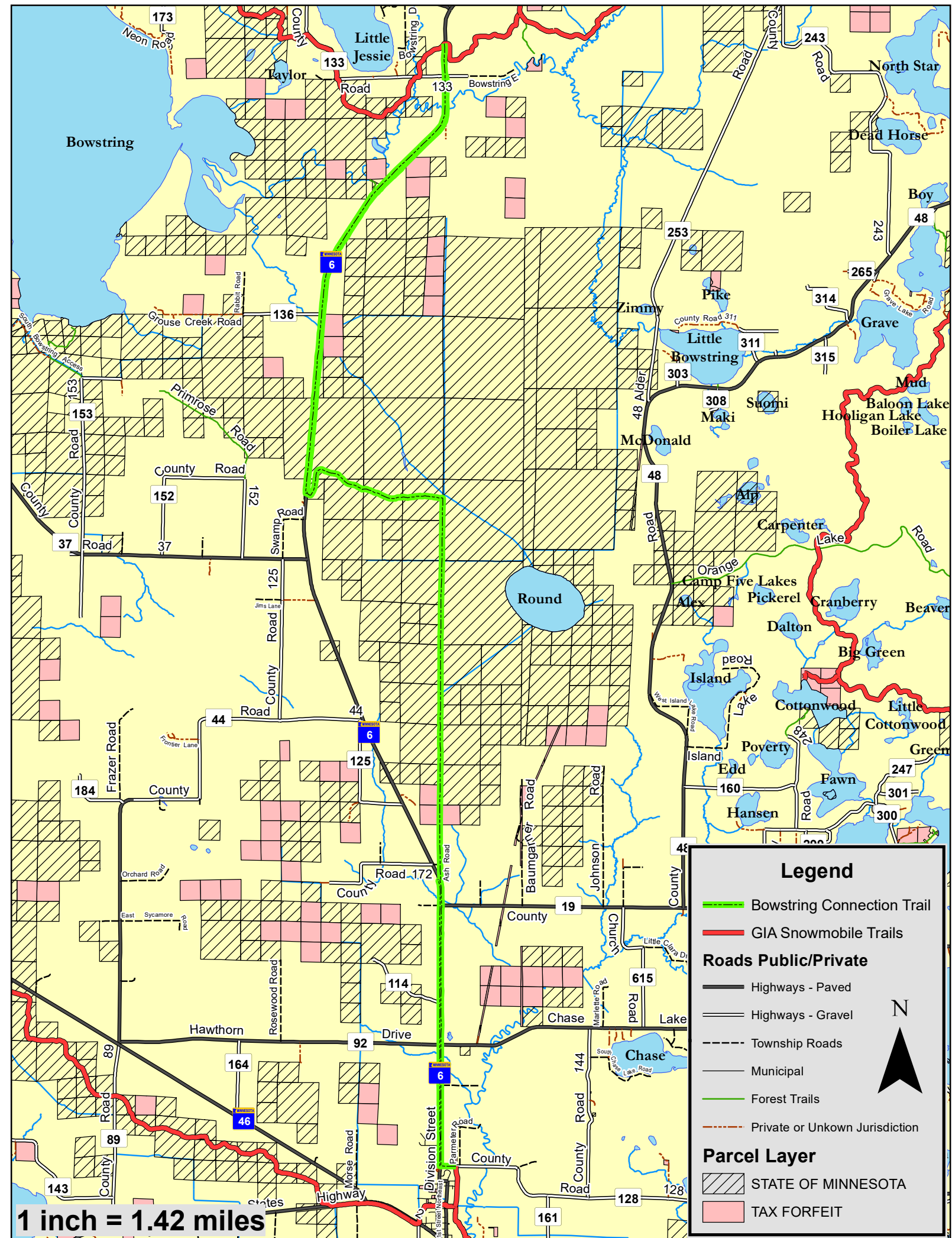
A public informational meeting was held on May 4th, 2017. A total of 10 attendees were present at that meeting. The club received tentative sponsorship on May 23rd, 2017. This will be a non-funded trail. All grooming will be volunteered by the club. Since this will not be covered under the Grant-in-Aid (GIA) program at this time, the board approved non-funded County Club agreement will need to be signed. The alignment has changed since 2019, the agreements have been obtained, and the club is requesting final sponsorship.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Updated Proposed Bowstring Connection Trail
2. Trail Agreement - Bowstring Connection Snowmobile Trail FULLY EXECUTED

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



### County-Club Non-funded Snowmobile Trail Agreement

This Agreement is made the 13<sup>th</sup> day of December, 2022, by and between the County of Itasca, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", and the Bushwackers Snowmobile Club a duly organized non-profit corporation, hereinafter referred to as the "Club".

#### Recitals

**WHEREAS**, the Minnesota Trails Assistance Program, popularly known as the Grants-in-Aid (GIA) program, hereinafter referred to as the "Program", a continued cost-sharing program for the development and maintenance of public trails, and

**WHEREAS**, there is currently no funding available for new trails from the "Program", and

**WHEREAS**, the "Club" desires to establish a new snowmobile trail, and

**WHEREAS**, the "County" recognizes the importance of recreational trails to the local economy and supports the desired snowmobile trail in furtherance of its public recreation opportunities, and

**WHEREAS**, the "Club" acknowledges that there are no longer funds available for new snowmobile trails and the trail will herein be classified as "Non-funded" until the "Program" funding is available in the future, and

**WHEREAS**, if funding later becomes available under the "Program" a new Agreement should be entered into between the "County" and the "Club" so that the relevant terms pertaining to the funding from the "Program" are part of the Agreement, and

**WHEREAS**, the "Club" has requested that the "County" sponsor this "Non-funded" snowmobile trail, and

**WHEREAS**, the public "Non-funded" trail and area that is the subject of this Agreement, and which hereafter is referred to as the "Designated trail" is:

Bowstring Connection Snowmobile Trail.

**NOW THEREFORE**, it is agreed between the parties hereto that:

1. The "Club" at its sole expense, shall:
  - A. Acquire the licenses, easements, leases, or other interests in the land necessary for the design, construction, maintenance, repair, and operation of the "Non-funded".
  - B. Design and construct, inspect, maintain, repair, and keep the trails reasonably safe for public use, and provide such other maintenance or modifications following the relevant provisions that would apply under the "Program".
  - C. Install, maintain, and replace signs to provide direction, information and user safety along the "Non-funded" following the relevant provisions that would apply under the "Program".
  - D. Be responsible for the aforementioned obligations.
  - E. Subsequent to the "Designated trail(s)" design and construction, ensure that any work in connection with the trail is in accordance with the terms and conditions that would apply under the "Program" and applicable to the "Non-funded".
2. The "County" shall have no responsibility, duty, or liability for the aforementioned obligations contained under number one above.
3. Without intending to waive either party's statutory immunity from liability under Minn. Stat. 604A.20 through Minn. Stat. 604A.27, the "Club" agrees to defend, indemnify, and hold the "County" harmless from any and all claims for any and all liability for injury to, or death of persons, and loss or destruction of or damage to property, brought by anyone arising out of the "Non-funded" including, but not limited to, claims arising out of the design, construction, inspection, maintenance, repair, operation, supervision, inspection, or use of the trail.
4. Without intending to waive either party's statutory immunity from liability under Minn. Stat. 604A.20 through Minn. Stat. 604A.27, the parties agree that to protect the "Club" against any and all liability it or its officers and employees may sustain arising out of the "Club's" performance or failure to adequately perform its obligations under this Agreement, and to also protect the "County" under the defense and indemnity provisions set forth in the foregoing paragraph, the "Club" shall purchase and keep in force liability insurance naming the "County" as insured in the amounts equal to the maximum liability limits of Minn. Stat. 466.04, subd. 1.

5. The "Club" shall create, maintain, and provide to the "County" monthly reports of work completed on the "Non-funded". The "Club" shall establish and maintain accurate and current recordkeeping of the work it performs under this Agreement.
6. The "County" shall not be liable for any costs or expenses incurred by the "Club" in connection with the "Designated Trail"(s) due to depleted "Program" funds.
7. At all times and for all purposes under this Agreement, the "Club" shall be an independent contractor and is not an employee of the "County" for any purpose. No statement contained in this Agreement shall be construed so as to find the "Club" to be an employee of the "County". The "Club" shall not be entitled to any of the rights, privileges or benefits of employees of the "County" of Itasca including, but not limited to, worker's compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. The "Club" shall at all times be free to exercise initiative, judgment and discretion as to how best to perform or provide services it is required to perform under this Agreement. The "Club" is responsible for hiring sufficient workers to perform the work required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.
8. NONDISCRIMINATION: During the performance of this Agreement, the "Club" agrees to the following: no person shall, on the grounds of race, color, or religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin, or sexual orientation be excluded from full employment rights and, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
9. NONASSIGNMENT: The "Club" shall not assign its rights or responsibilities under this Agreement without the prior written approval of the "County",
10. "CLUB" SUBCONTRACTORS: The "Club" shall be responsible for the performance of all of its subcontractors for work on the "Designated Trail"(s).
11. DATA PRACTICES: All data collected, created, received, maintained, or disseminated for any purposes by the "Club" because of this agreement is covered by the Minnesota Data Practices Act, Minn. Stat. chapter 13 as amended, and the Minnesota rules implementing such act now in force or as adopted, as well as Federal regulations on data privacy.

12. RETENTION AND AUDIT OF "CLUB" RECORDS: The "Club" agrees that the "County", its officers and employees, and the State Auditor, and its authorized officers, employees and representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, copy, audit, excerpt, and transcribe any books, documents, papers, records, and papers which are pertinent to the accounting practices and procedures of the "Club" and involve transactions relating to this Agreement. The "Club" agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement. For the purpose of this Agreement, "records" includes electronic data created, collected, retained, or stored in the computers of the "Club", its officers and employees.
13. CANCELLATION OF: This Agreement may be cancelled by either party at any time with or without cause upon 30 days' notice delivered by U.S. Mail or in person.
14. NOTICES: Whenever notice is required under this Agreement, it shall be in writing delivered by hand or U.S. Mail addressed as follows:

Notices to "County":

Land Commissioner and Forest Recreation Specialist  
Itasca County Land Department  
1177 LaPrairie Avenue  
Grand Rapids, MN 55744

Notices to "Club":

Club Name: Bushwhackers  
Club President: Mike Gullikson  
Street Address: \_\_\_\_\_  
City, State, Zip code Deer River Mn. 56636

15. EXECUTION: In witness whereof, the parties have caused this Agreement to be signed by their duly authorized officers.

COUNTY OF ITASCA

By: [Signature]  
Chairperson, Itasca County Board of Commissioners

By: [Signature]  
Clerk, Itasca County Board of Commissioners

CLUB

By: Mike Gullikson  
President

By: Kent Parks  
Secretary

# ITASCA COUNTY ATTORNEY'S OFFICE

Itasca County Courthouse  
123 NE 4th Street  
Grand Rapids MN 55744  
Phone: 218-327-2867  
Fax: 218-327-0605

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## MEMORANDUM

**TO:** Sara Thompson, Itasca County Land Department

**FROM:** Heather M. Roy, Assistant County Attorney Heather M. Roy Digitally signed by Heather M. Roy  
Date: 2020.12.03 08:34:08 -0500

**RE:** Land/Snowmobile Trails/Non-Funded County Club Agreement  
County Attorney File No.: 20AD00068

**DATE:** December 3, 2020

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### BACKGROUND

The Itasca County Land Department (ICLD) submitted a Civil Routing Transmittal (CRT) asking for the Itasca County Attorney's Office (ICAO) to review the County-Club Non-Funded Snowmobile Trail Agreement (Agreement). According to the CRT, Itasca County has had some requests for new snowmobile trails. Due to the depletion of funds in the MNDNR Snowmobile Trail Assistance Program Account, no new trails will be funded until further notice. There has been discussion on how the County would sponsor a non-funded trail and if there is interest. Non-funded means there is not a fiduciary contract with the State of Minnesota as LGU sponsor through the Minnesota Snowmobile Trail Assistance Program due to a lack of registration dollars over the years resulting in a depleted account where no new snowmobile trail would be funded.

The ICLD drafted the Agreement for when clubs request sponsorship of Itasca County. According to the CRT and our conversation on November 20, 2020, the Agreement was mirrored from the current OHV Trail County-Club Agreement that is in effect, which was submitted as a supplement to the present CRT, with the exception of wording as to funding from the state. According to the CRT, the point of this Agreement is to make sure the club is responsible for maintenance and grooming of these trails as if they were funded by the Grant-in-Aid Program, and to understand that the trails must be kept to that standard. Currently, the only county-club agreement Itasca County has follows guidance of the Minnesota Snowmobile Trail Assistance Program. Since new trails will not be funded under the program, an alternative county-club agreement needed to be developed.

Based on our conversation on November 20, 2020, clubs need to have permits in order for trails to cross private property. Permits make it so that the landowner does not become liable if there is an accident on the landowner's private property. A club needs a county to be a sponsor in order for the club to get permits. Itasca County has not previously had an unfunded club agreement because usually the state provides money for funding, but there is currently no funding from the state for new snowmobile trails. Also, based on our conversation on November 20, 2020, Itasca County wants the clubs to be responsible for maintaining trails and Itasca County would be sponsoring the trails and would be the leaseholder, but Itasca County would not have any monetary duty to pay for the trails.



#### QUESTION

What, if any, questions or concerns does the Itasca County Attorney's Office have with this Agreement?

#### ANSWER

At your request, I have reviewed the proposed Agreement. I have made changes/comments on the attached redline version of the Agreement. Additionally, I have the following comments:

1. Itasca County's Role v. Club's Role: Number 1 under the "NOW THEREFORE" section of the Agreement seems to put most responsibilities on the Club. Additionally, the new number 2 under the "NOW THEREFORE" section limits Itasca County's responsibilities. Additionally, the new number 6 under the "NOW THEREFORE" section limits Itasca County's liability for any costs or expenses incurred by the Club due to there being depleted Program funds. Overall, the ICLD needs to carefully review the Agreement and make sure that it is satisfied with the Agreement and that County needs will be met. The County Board relies upon administrative staff with respect to this type of issue.
2. Liability/Indemnification: The new numbers 3 and 4 under the "NOW THEREFORE" section seem to limit the County's liability and they seem to match the current OHV Trail County-Club Agreement that is in effect, which was provided as a supplement to the CRT.
3. Other: If funding later becomes available under the Program/from the state, then a new Agreement should be entered into between the County and the Club so that the relevant terms pertaining to the funding are part of the Agreement.

Please let me know if you have any further questions or would otherwise like to discuss.

HMR/hmr

cc: Matti Adam, Itasca County Attorney  
Michael Haig, Chief Assistant Itasca County Attorney-Civil Division  
Kory Cease, Itasca County Land Commissioner



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2665**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Cindy Shevich

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**AGENDA ITEM:**

2023 Land Classification Meeting

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**BOARD ACTION REQUESTED:**

Accept attached land classification list and schedule for 2023 Land Classification Meeting for Tuesday, March 7, 2023 at 10:00 am in the County Board Room.

**BACKGROUND:**

The Land Classification Committee reviews new forfeitures, land sale requests, and land exchange requests annually at the Land Classification Meeting. The Committee consists of the County Board members with the Land Commissioner as a non-voting ex-officio member. The attached Land Classification List is subject to change.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. RBA list attachment 2023

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

| 2023 LAND CLASSIFICATION - PLATTED PROPERTIES |       |             |                 |     |     |     |                                                                                                 |                                    |                |
|-----------------------------------------------|-------|-------------|-----------------|-----|-----|-----|-------------------------------------------------------------------------------------------------|------------------------------------|----------------|
| Tract                                         | ACRES | PARCEL ID   | DISTRICT NAME   | TWP | RGE | SEC | LEGAL DESCRIPTION *                                                                             | PLAT                               | REASON         |
| 1                                             | 0.81  | 25-460-0180 | LONE PINE TWP   | 56  | 22  | 19  | LOT 18                                                                                          | BIRCH PARK                         | New Forfeiture |
| 2                                             | 1.98  | 40-440-0120 | TROUT LAKE TWP  | 55  | 24  | 15  | LOT 10, BLK 1 & UND 1/35 INT IN PT OF LOT 9, 15-55-24 LYG W OF SAR #10, LESS & EXCEPT S. 250'   | DEMINGS ESTATES                    | New Forfeiture |
| 3                                             | 1.07  | 40-440-0138 | TROUT LAKE TWP  | 55  | 24  | 15  | LOT 19, BLK 1 & UND 1/35 INT IN PART OF LOT 9, 15-55-24 LYG W OF SAR #10, LESS & EXCEPT S. 250' | DEMINGS ESTATES                    | New Forfeiture |
| 4                                             | 1     | 64-430-0182 | 56-26 UNORG     | 56  | 26  | 34  | E. 165' OF N. 264' OF LOT 18                                                                    | COHASSET HEIGHTS                   | New Forfeiture |
| 5                                             | 0.25  | 64-480-0704 | 56-26 UNORG     | 56  | 26  | 2   | LOT 2, BLK G                                                                                    | NORTHLAND PARK                     | New Forfeiture |
| 6                                             | 0.14  | 64-480-0974 | 56-26 UNORG     | 56  | 26  | 2   | S 50' OF LOT 29, BLK I                                                                          | NORTHLAND PARK                     | New Forfeiture |
| 7                                             | 1.27  | 74-410-0115 | 144-26 UNORG    | 144 | 26  | 2   | LOT 3 LESS TH 2, BLK A                                                                          | AUDITORS SUBDIVISION NUMBER 23     | New Forfeiture |
| 8                                             | 0.19  | 85-410-0230 | BIGFORK CITY    | 61  | 26  | 27  | LOT 5, BLOCK 2                                                                                  | BIGFORK VILLAGE                    | New Forfeiture |
| 9                                             | 0.19  | 85-410-0240 | BIGFORK CITY    | 61  | 26  | 27  | LOT 6, BLK 2                                                                                    | BIGFORK VILLAGE                    | New Forfeiture |
| 10                                            | 1.58  | 85-480-0110 | BIGFORK CITY    | 61  | 26  | 27  | LOTS 1-18, BLOCK 1                                                                              | NEVEUX ADDITION TO BIGFORK         | New Forfeiture |
| 11                                            | 0.1   | 87-410-0328 | CALUMET CITY    | 56  | 23  | 21  | LOT 21, BLOCK 3                                                                                 | CALUMET                            | New Forfeiture |
| 12                                            | 0.07  | 87-410-0510 | CALUMET CITY    | 56  | 23  | 21  | LOT 3, BLOCK 5                                                                                  | CALUMET                            | New Forfeiture |
| 13                                            | 0.07  | 87-410-0515 | CALUMET CITY    | 56  | 23  | 21  | LOT 4, BLOCK 5                                                                                  | CALUMET                            | New Forfeiture |
| 14                                            | 0.29  | 87-410-1910 | CALUMET CITY    | 56  | 23  | 21  | LOTS 4-7, BLOCK 19                                                                              | CALUMET                            | New Forfeiture |
| 15                                            | 0.22  | 89-500-0620 | DEER RIVER CITY | 145 | 25  | 36  | LOTS 1-2, BLOCK 6 LESS S 70'                                                                    | INGERSOLLS ADDITION TO ITASCA CITY | New Forfeiture |
| 16                                            | 0.02  | 90-420-0340 | EFFIE CITY      | 62  | 26  | 23  | LOTS 7-8, BLOCK 3                                                                               | BYRNE ADDITION TO EFFIE            | New Forfeiture |
| 17                                            | 0.09  | 92-410-0810 | KEEWATIN CITY   | 57  | 22  | 25  | LOT 1, BLOCK 8                                                                                  | KEEWATIN                           | New Forfeiture |
| 18                                            | 0.07  | 95-410-0410 | NASHWAUK CITY   | 57  | 22  | 32  | LOT 6, BLOCK 4                                                                                  | NASHWAUK                           | New Forfeiture |
| 19                                            | 0.14  | 97-410-0126 | TACONITE CITY   | 56  | 24  | 22  | LOTS 17-18, BLK 1                                                                               | TACONITE                           | New Forfeiture |

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

| 2023 LAND CLASSIFICATION - UNPLATTED PROPERTIES |       |             |                |     |     |     |                                                                    |              |
|-------------------------------------------------|-------|-------------|----------------|-----|-----|-----|--------------------------------------------------------------------|--------------|
| Tract                                           | ACRES | PARCEL ID   | DISTRICT NAME  | TWP | RGE | SEC | LEGAL DESCRIPTION *                                                | REASON       |
| 20                                              | 1.51  | 02-028-3107 | ARBO TWP       | 56  | 25  | 28  | UNPLATTED PT OF LOT 2 LYG BET TWP RD & CRESCENT DR LESS N 580'     | FORFEITURE   |
| 21                                              | 5.22  | 14-113-2202 | GOODLAND TWP   | 55  | 22  | 13  | NW NW LYG W OF CO RD 16                                            | FORFEITURE   |
| 22                                              | 3.00  | 19-018-3305 | HARRIS TWP     | 54  | 25  | 18  | S 502.5' OF W 260' OF LOT 6                                        | FORFEITURE   |
| 23                                              | 0.65  | 23-022-1227 | LAWRENCE TWP   | 57  | 24  | 22  | PT LOT 1                                                           | FORFEITURE   |
| 24                                              | 12.95 | 29-035-1102 | MORSE TWP      | 144 | 25  | 35  | S 629.5' OF LOT 1                                                  | FORFEITURE   |
| 25                                              | 22.53 | 29-035-1202 | MORSE TWP      | 144 | 25  | 35  | S 629.5' OF LOT 2                                                  | FORFEITURE   |
| 26                                              | 17.80 | 29-035-1301 | MORSE TWP      | 144 | 25  | 35  | LOT 5 LESS S 835'                                                  | FORFEITURE   |
| 27                                              | 2.83  | 29-035-1410 | MORSE TWP      | 144 | 25  | 35  | LOT 6 LESS S 835' & LESS E 624' LYG N OF S 835'                    | FORFEITURE   |
| 28                                              | 14.47 | 36-025-3200 | SPANG TWP      | 53  | 26  | 25  | NW SW LYG S OF N 760.77' LESS S 50' & THE E 50' & LESS HWY 169 ROW | FORFEITURE   |
| 29                                              | 10.11 | 36-025-3301 | SPANG TWP      | 53  | 26  | 25  | N 330' OF SW SW                                                    | FORFEITURE   |
| 30                                              | 0.30  | 38-104-1407 | STOKES TWP     | 60  | 27  | 4   | S 75' OF N 2133.43' OF LOT 2 LESS E 275'                           | FORFEITURE   |
| 31                                              | 0.50  | 42-022-3301 | WAWINA TWP     | 53  | 22  | 22  | N 148' OF S 258' OF E 147' OF W 181' OF SW SW                      | FORFEITURE   |
| 32                                              | 18.63 | 48-026-4302 | 58-22 UNORG    | 58  | 22  | 26  | SW SE LYG S OF SH 54                                               | FORFEITURE   |
| 33                                              | 0.96  | 51-021-4105 | 58-23 UNORG    | 58  | 23  | 21  | REV DESC 4 OF NE SE                                                | FORFEITURE   |
| 34                                              | 0.50  | 76-032-3123 | 146-26 UNORG   | 146 | 26  | 32  | PT OF LOT 7                                                        | FORFEITURE   |
| 35                                              | 2.79  | 97-023-3202 | TACONITE CITY  | 56  | 24  | 23  | REV DESC 1 OF NE SW LESS PT                                        | FORFEITURE   |
| 36                                              | 1.76  | 26-216-1102 | MARCELL TWP    | 59  | 27  | 16  | W 175' OF N 457.6' OF LOT 1 LESS HWY 6 & 286                       | REQUEST ICLD |
| 37                                              | 0.44  | 26-216-1103 | MARCELL TWP    | 59  | 27  | 16  | E 50' OF W 355' OF N 457.6' LOT 1 LESS HWY                         | REQUEST ICLD |
| 38                                              | 0.62  | 42-027-2203 | WAWINA TWP     | 53  | 22  | 27  | REV DESC 2 NW NW                                                   | REQUEST ICLD |
| 39                                              | ROW   | 56-028-1101 | 60-24 UNORG    | 60  | 24  | 28  | ROW ONLY OVER PT LOT 1                                             | REQUEST ICLD |
| 40                                              | ROW   | 56-028-1102 | 60-24 UNORG    | 60  | 24  | 28  | ROW ONLY OVER PT OF LOT 1                                          | REQUEST ICLD |
| 41                                              | ROW   | 56-028-1105 | 60-24 UNORG    | 60  | 24  | 28  | ROW ONLY OVER PT OF LOT 2                                          | REQUEST ICLD |
| 42                                              | ROW   | 65-026-2400 | 57-26 UNORG    | 57  | 26  | 26  | ROW ONLY OVER SE NW                                                | REQUEST ICLD |
| 43                                              | 1.80  | 88-031-4105 | COLERAINE CITY | 56  | 24  | 31  | PT LOT 5- SPLIT                                                    | REQUEST CITY |
| UNDIVIDED SURFACE INTEREST PARCELS              |       |             |                |     |     |     |                                                                    |              |
| Tract                                           | ACRES | PARCEL ID   | DISTRICT NAME  | TWP | RGE | SEC | LEGAL DESCRIPTION *                                                | REASON       |
| 44                                              | 26.99 | 02-024-1141 | ARBO TWP       | 56  | 25  | 24  | UND 2.35 INT IN NE NE LESS REV DESC 1-2                            | FORFEITURE   |
| 45                                              | 38.97 | 97-011-4302 | TACONITE CITY  | 56  | 24  | 11  | UND 1/3 INT SW SE                                                  | FORFEITURE   |

| 2022 LAND CLASSIFICATION - SEVERED MINERALS - UNDIVIDED INTEREST PARCELS |       |                |               |     |     |     |         |                     |                |
|--------------------------------------------------------------------------|-------|----------------|---------------|-----|-----|-----|---------|---------------------|----------------|
| Tract                                                                    | ACRES | PARCEL ID      | DISTRICT NAME | TWP | RGE | SEC | UND INT | LEGAL DESCRIPTION * | REASON         |
| 46                                                                       | 8     | 06-812-1101005 | BEARVILLE TWP | 60  | 22  | 12  | 1/15TH  | N1/2 NE1/4          | New Forfeiture |
| 47                                                                       | 8     | 30-811-4323030 | NASHWAUK TWP  | 57  | 22  | 11  | 1/300TH | SE NW               | New Forfeiture |
| 48                                                                       | 8     | 30-811-4323035 | NASHWAUK TWP  | 57  | 22  | 11  | 1/300TH | NE SW               | New Forfeiture |
| 49                                                                       | 8     | 30-811-4323040 | NASHWAUK TWP  | 57  | 22  | 11  | 1/300TH | SE SW               | New Forfeiture |
| 50                                                                       | 8     | 30-814-4323045 | NASHWAUK TWP  | 57  | 22  | 14  | 1/300TH | NW NW               | New Forfeiture |
| 51                                                                       | 8     | 30-815-4323050 | NASHWAUK TWP  | 57  | 22  | 15  | 1/300TH | SE NE               | New Forfeiture |
| 52                                                                       | 40    | 36-833-2300030 | SPANG TWP     | 53  | 26  | 33  | 1/9TH   | SE NW               | New Forfeiture |
| 53                                                                       | 40    | 36-833-2300050 | SPANG TWP     | 53  | 26  | 33  | 1/9TH   | NW SW               | New Forfeiture |
| 54                                                                       | 40    | 36-833-2300070 | SPANG TWP     | 53  | 26  | 33  | 1/9TH   | NE SW               | New Forfeiture |
| 55                                                                       | 40    | 36-833-2300090 | SPANG TWP     | 53  | 26  | 33  | 1/9TH   | SW NW               | New Forfeiture |
| 56                                                                       | 8     | 41-812-1423005 | WABANA TWP    | 57  | 25  | 12  | 1/200TH | LOT 9               | New Forfeiture |
| 57                                                                       | 8     | 41-813-1423010 | WABANA TWP    | 57  | 25  | 13  | 1/200TH | LOT 1               | New Forfeiture |
| 58                                                                       | 8     | 41-818-1423015 | WABANA TWP    | 57  | 25  | 18  | 1/200TH | NE NE               | New Forfeiture |
| 59                                                                       | 8     | 41-828-1423020 | WABANA TWP    | 57  | 25  | 28  | 1/200TH | SW SW               | New Forfeiture |
| 60                                                                       | 8     | 41-829-1423025 | WABANA TWP    | 57  | 25  | 29  | 1/200TH | NW NE               | New Forfeiture |
| 61                                                                       | 8     | 41-829-1423030 | WABANA TWP    | 57  | 25  | 29  | 1/200TH | LOT 1               | New Forfeiture |
| 62                                                                       | 8     | 41-829-1423035 | WABANA TWP    | 57  | 25  | 29  | 1/200TH | SW NE               | New Forfeiture |
| 63                                                                       | 8     | 41-831-1423040 | WABANA TWP    | 57  | 25  | 31  | 1/200TH | NE NE               | New Forfeiture |
| 64                                                                       | 8     | 59-803-2223005 | UNORG 59-25   | 59  | 25  | 3   | 1/200TH | LOT 4               | New Forfeiture |
| 65                                                                       | 8     | 59-803-2223010 | UNORG 59-25   | 59  | 25  | 3   | 1/40TH  | LOT 11              | New Forfeiture |
| 66                                                                       | 8     | 59-804-2223015 | UNORG 59-25   | 59  | 25  | 4   | 1/200TH | SE NE               | New Forfeiture |
| 67                                                                       | 8     | 59-804-2223020 | UNORG 59-25   | 59  | 25  | 4   | 1/200TH | NE SW               | New Forfeiture |
| 68                                                                       | 8     | 59-804-2223025 | UNORG 59-25   | 59  | 25  | 4   | 1/40TH  | NE SE               | New Forfeiture |
| 69                                                                       | 8     | 59-804-2223030 | UNORG 59-25   | 59  | 25  | 4   | 1/200TH | SE SW               | New Forfeiture |
| 70                                                                       | 8     | 59-805-2223035 | UNORG 59-25   | 59  | 25  | 5   | 1/200TH | LOT 9               | New Forfeiture |
| 71                                                                       | 8     | 59-808-2223040 | UNORG 59-25   | 59  | 25  | 8   | 1/200TH | LOT 9               | New Forfeiture |
| 72                                                                       | 8     | 59-815-2223045 | UNORG 59-25   | 59  | 25  | 15  | 1/200TH | LOT 2               | New Forfeiture |
| 73                                                                       | 8     | 59-821-2223050 | UNORG 59-25   | 59  | 25  | 21  | 1/200TH | LOT 1               | New Forfeiture |
| 74                                                                       | 8     | 59-825-2223055 | UNORG 59-25   | 59  | 25  | 25  | 1/200TH | NE SW               | New Forfeiture |
| 75                                                                       | 8     | 59-825-2223060 | UNORG 59-25   | 59  | 25  | 25  | 1/200TH | SE NW               | New Forfeiture |
| 76                                                                       | 8     | 59-825-2223065 | UNORG 59-25   | 59  | 25  | 25  | 1/200TH | SE SW               | New Forfeiture |
| 77                                                                       | 8     | 59-828-2223070 | UNORG 59-25   | 59  | 25  | 28  | 1/200TH | LOT 8               | New Forfeiture |
| 78                                                                       | 8     | 59-828-2223075 | UNORG 59-25   | 59  | 25  | 28  | 1/200TH | SE SW               | New Forfeiture |
| 79                                                                       | 8     | 59-833-2223080 | UNORG 59-25   | 59  | 25  | 33  | 1/200TH | LOT 5               | New Forfeiture |
| 80                                                                       | 8     | 59-833-2223085 | UNORG 59-25   | 59  | 25  | 33  | 1/200TH | LOT 8               | New Forfeiture |
| 81                                                                       | 8     | 59-833-2223090 | UNORG 59-25   | 59  | 25  | 33  | 1/200TH | LOT 7               | New Forfeiture |
| 82                                                                       | 37.5  | 97-817-1100030 | TACONITE CITY | 56  | 24  | 17  | 1/9TH   | NE NW               | New Forfeiture |
| 83                                                                       | 37.5  | 97-817-1100050 | TACONITE CITY | 56  | 24  | 17  | 1/9TH   | SW NE               | New Forfeiture |
| 84                                                                       | 37.5  | 97-817-1100070 | TACONITE CITY | 56  | 24  | 17  | 1/9TH   | NE NE               | New Forfeiture |
| 85                                                                       | 37.5  | 97-817-1100090 | TACONITE CITY | 56  | 24  | 17  | 1/9TH   | NW NE               | New Forfeiture |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2202**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Chair

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**AGENDA ITEM:**

Citizen Input

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**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

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2675**

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**DEPARTMENT:** Human Resources

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Brett Skyles

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**AGENDA ITEM:**

Recognition of County Employees

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**BOARD ACTION REQUESTED:**

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

**BACKGROUND:**

- Farewell to Rebecca Boelter whose last day as an Eligibility Specialist, Health & Human Services Department, will be November 30, 2022 after 7 years of service.
- Farewell to Joe Warmuth whose last day as a Highway Maintenance Supervisor, Transportation Department, will be December 30, 2022, after 21 years of service.
- Welcome to new employee Carmen Robertson, Emergency Communications Specialist, Sheriff Department, effective November 28, 2022.
- Welcome to new employee Brittany Garner, Medical Support Specialist, IMCare division of Health & Human Services Department, effective December 12, 2022.
- Welcome to new employee Eric Ashby, Engineering Technician I, Transportation Department, effective December 12, 2022.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2159**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Gail Guck

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**AGENDA ITEM:**

Commissioner Warrants

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**BOARD ACTION REQUESTED:**

Approve Commissioner Warrants with a check date of December 16, 2022, in the amount of \$1,359,632.86.

**BACKGROUND:**

N/A

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2160**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Gail Guck

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**AGENDA ITEM:**

Commissioner Warrants

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**BOARD ACTION REQUESTED:**

Authorize the County Board Chair to approve and sign off of the County Commissioner Warrants with a check date of December 22, 2022 on behalf of the entire Board of Commissioners.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Davin Tinquist                                     |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2679**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Brett Skyles

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**AGENDA ITEM:**

General Obligation Justice Center Bonds, Series 2023

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**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Providing for the Issuance and Sale of General Obligation Justice Center Bonds, Series 2023, in the Proposed Aggregate Principal Amount of \$24,995,000.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Ben DeNucci                                        |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

**RESOLUTION 2022-74**

---

**RE: PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION JUSTICE  
CENTER BONDS, SERIES 2023, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF  
\$24,995,000**

**BE IT RESOLVED** By the Board of Commissioners (the “Board”) of Itasca County, Minnesota (the “County”) as follows:

1. Authorization. It is hereby determined that:

(a) The County is authorized to finance upgrades to or new construction of a correctional facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices (collectively, the “Project”) through the issuance of general obligation bonds in accordance with Minnesota Statutes, Chapter 475, as amended (the “Act”), and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9 (the “Special Law”).

(b) The Special Law provided that the general obligation bonds may be issued in a principal amount of up to \$75,000,000, plus an amount to be applied to the payment of costs of issuance of bonds and that the bonds may be paid from or secured by any funds available to the County, including a sales and use tax.

(c) On November 8, 2022, a majority of the voters voting in the general election approved the ballot question relating to the imposition of a sales and use tax of one percent (1%) for thirty (30) years or until the Project is paid for, whichever comes first, to finance the Project (the “Sales and Use Tax”).

(d) It is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Justice Center Bonds, Series 2023 (the “Bonds”), in the proposed aggregate principal amount of \$24,995,000, pursuant to the Act and the Special Law, to finance the Project.

(e) The County is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the County has retained an independent municipal advisor in connection with such sale. The actions of the County staff and the County’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

2. Sale of Bonds. To finance the Project, the County will therefore issue and sell the Bonds in the proposed aggregate principal amount of \$24,995,000, which amount is subject to adjustment in accordance with the Request for Proposals to be prepared by the County’s municipal advisor (the “Request for Proposals”). The Bonds will be issued, sold, and delivered in accordance with the Request for Proposals.

3. Authority of Municipal Advisor. PFM Financial Advisors LLC (the "Municipal Advisor") is authorized and directed to negotiate the Bonds on behalf of the County in accordance with the Request for Proposals. The Board will meet on January 10, 2023, or another date to be determined in consultation with the Municipal Advisor, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the County ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the County are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

5. Covenants. In the resolution awarding the sale of the Bonds, the Board will set forth the covenants and undertakings required by the Act.

6. Official Statement. In connection with the sale of the Bonds, the officers or employees of the County are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

7. Reimbursement. The County has or may have incurred certain expenditures with respect to the Project that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The County hereby declares its intent to reimburse certain costs of the Project from proceeds of the Bonds (the "Declaration"). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150 2 of the Treasury Regulations promulgated under the Code.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Ben DeNucci                                        |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.



Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2678**

---

**DEPARTMENT:** Attorney

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Matti Adam, Brett Skyles

---

**AGENDA ITEM:**

Approval of Passed Special Legislation

---

**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Approval of 2021 Laws, Chapter 14, Article 8, Section 9 as Required Under Minnesota Statute Chapter 645.021 and authorize necessary signatures.

**BACKGROUND:**

The County Board previously passed Resolution 2021-4 requesting that the State of Minnesota approve special legislation to impose a Local Sales and Use Tax in the County of Itasca.

Special legislation presented to the 2021 First Special Session of the 92nd Legislature has passed into law as 2021 Minnesota Laws, First Special Session, Chapter 14, Article 8, Section 9 and requires approval by the local government.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

**RESOLUTION 2022-75**

---

**RE: APPROVAL OF 2021 LAWS, CHAPTER 14, ARTICLE 8, SECTION 9 AS REQUIRED UNDER  
MINNESOTA STATUTE CHAPTER 645.021**

**WHEREAS**, Pursuant to Minnesota Laws 2021, First Special Session, Chapter 14, Article 8, Section 9, the Minnesota Legislature authorized the County of Itasca to impose a local sales and use tax to provide revenues to pay the costs of collecting and administering the tax to the commissioner of revenue of the state of Minnesota and to finance the capital and administrative costs related to the funding of designated projects as defined in Minnesota Laws 2021, First Special Session, Chapter 14, Article 8, Section 9, and approved by the voters at the November 8, 2022 referendum; and

**WHEREAS**, Itasca County identified the designated projects as the new construction of or upgrades to correctional facilities, new construction of or upgrades to court facilities including ancillary support accommodations, and new construction of or upgrades to county office, including capital costs, administrative costs, and the costs needed for securing and paying debt service on bonds issued for the designated project, in an amount that will not exceed \$75,000,000; and

**WHEREAS**, Minnesota Statute Chapter 645.021, subd. 2 provides, "*A special law shall not be effective without approval of the local government unit or units affected . . . approval shall be by resolution adopted by a majority of all members of the governing body of the unit unless another method of approval is specified by the particular special law.*"; and

**WHEREAS**, Itasca County followed the process established in Minnesota Statute Chapter 297A.99 and submitted the question to the voters on November 8, 2022 and the vote totals were: Yes 12,474; No 8,819 ; and

**WHEREAS**, the Itasca County Board has determined that it is in the best interest of the County and its residents to approve the special law and implement a Local Sales and Use Tax of 15 for up to thirty years or \$75,000,000 dollars, whichever comes first, to fund the designated projects; and

**WHEREAS**, The Commissioner of Revenue of the State of Minnesota is authorized to impose, administer, collect and enforce state sales and use tax laws and rules under Minnesota Statutes Chapters 270C, 289A, 297A, and Minnesota Rules, Chapter 8130, as amended from time to time; and

**NOW THEREFORE BE IT RESOLVED:**

1. That the Special Law is hereby approved in all respects and the Local Sales and Use Tax shall apply to sales and purchases made on or after April 1, 2023.
2. That Itasca County shall promptly file with the Minnesota Secretary of State the Certificate of Approval required by Minnesota Statute 645.021, subd. 3.
3. That Itasca County Staff are authorized and directed to take all actions necessary to implement

the Special Law.

4. That Itasca County Staff are authorized and directed to take all actions to assist the Commissioner of Revenue of the State of Minnesota to impose, administer, collect, and enforce the Local Sales and Use Tax as authorized by law.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of December A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of December A.D. 2022.



Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2676**

---

**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Eric Villeneuve

---

**AGENDA ITEM:**

Proclamation

---

**BOARD ACTION REQUESTED:**

Recognize Wednesday, December 14, 2022 as County, City, Tribal and State Health and Human Services Worker Day, as proclaimed by Governor Tim Walz.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. 12.06.20 County City Tribal and State Health and Human Services Worker Day

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |





## STATE of MINNESOTA

# Proclamation

- WHEREAS: County, city, tribal, and state health and human services workers are dedicated to improving health, protecting vulnerable people, and providing outstanding public services to the people of Minnesota through their prevention efforts, administration of programs, and provision of services; and
- WHEREAS: County, city, tribal, and state health and human services workers are responsible for the prudent expenditure of millions of dollars annually and must meet the highest standards of job performance in program and services delivery; and
- WHEREAS: The nature of federal and state legislation necessitates that county, city, tribal, and state health and human services workers continually expand their knowledge, skills, and expertise related to their professions and the needs of the communities they serve; and
- WHEREAS: The State of Minnesota recognizes the valuable public services that county, city, tribal, and state health and human services workers perform each and every day for the health, prevention, and protection of Minnesotans.

NOW, THEREFORE, I, TIM WALZ, Governor of Minnesota, do hereby proclaim Wednesday, December 9, 2020, as:

## COUNTY, CITY, TRIBAL AND STATE HEALTH AND HUMAN SERVICES WORKER DAY

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 1st day of December.

A handwritten signature in black ink, reading "Tim Walz".

GOVERNOR

A handwritten signature in black ink, reading "Steve Simon".

SECRETARY OF STATE

Filed on December 1, 2020  
Office of the Minnesota  
Secretary of State,  
Steve Simon



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2666**

---

**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Kelly Chandler

---

**AGENDA ITEM:**

Public Health Update

---

**BOARD ACTION REQUESTED:**

Receive an informational Public Health update.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. COVID report- 10-25-2022

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2653**

---

**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** 15 Minutes

**PRESENTER:** Kelly Chandler

---

**AGENDA ITEM:**

Public Health 2022 Overview

---

**BOARD ACTION REQUESTED:**

Receive Public Health 2022 Overview

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Public Health 2022 Overview
2. Public Health handout

**RESULT:**

**INFORMATIONAL - NO ACTION TAKEN**

# Public Health a review

Kelly Chandler

December 13, 2022

# agenda

## INTRODUCTION

3

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## CORE SERVICES

5

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## ESSENTIAL FUNCTIONS

7

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## PUBLIC HEALTH SYSTEM

9

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## RETURN ON INVESTMENT

19



# introduction

- Public Health in Itasca County has been in existence since 1918.
- Anna Wang, the first documented nurse, traveled by foot, boat, horseback visiting our residents with tuberculosis.
- Public health has evolved and adapted over time to meet the changing needs of our community
- Governed by MN Statute 145a – defining our areas of responsibility



# MN Statute 145A

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

The background features a light gray base with large, organic, overlapping shapes in muted olive green and dusty rose. In the top left corner, there are stylized, layered illustrations of foliage, including what appears to be a pine branch and some feathery leaves. Two thin, white, curved lines sweep across the bottom right portion of the image.

# Core Services

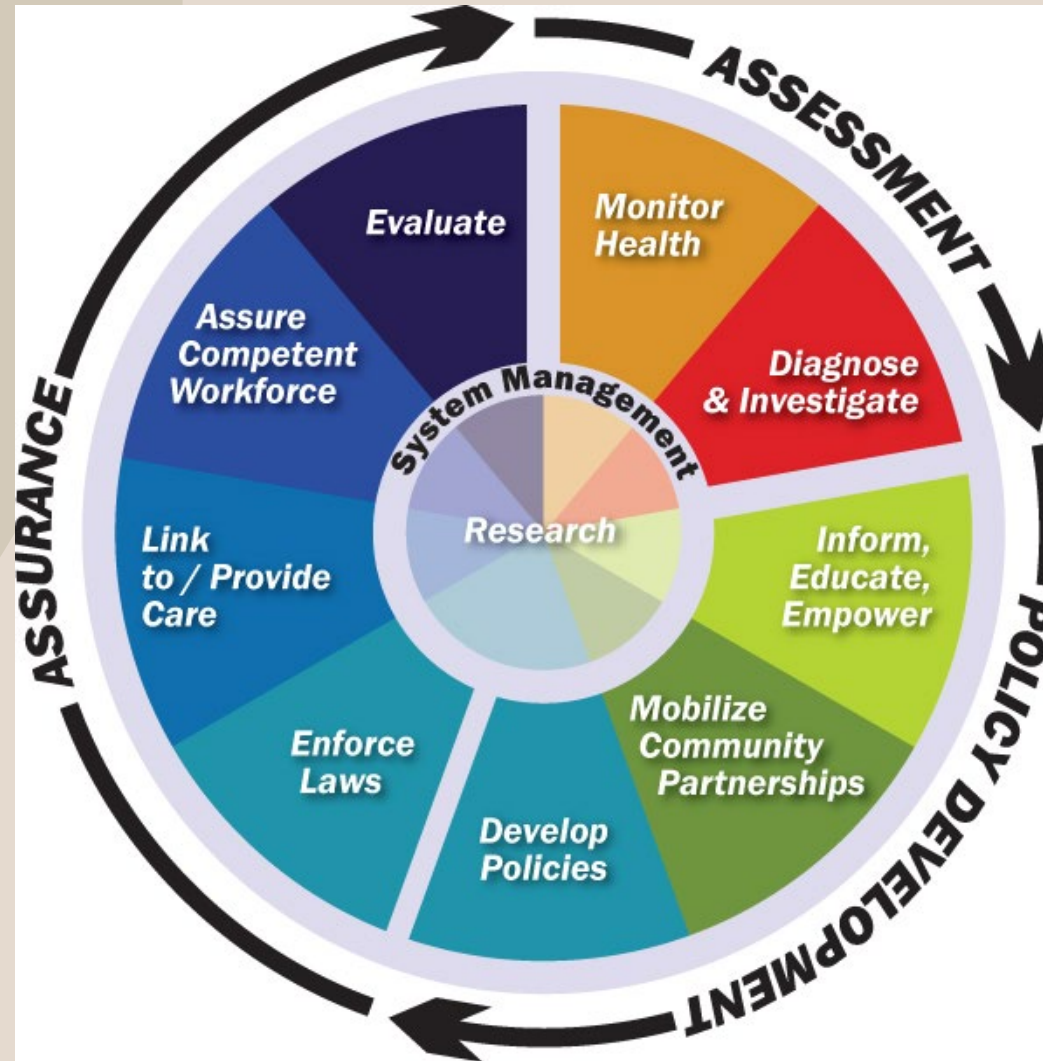


# Institute Of Medicine

- Assessment
- Policy Development
- Assurance

The background features a light gray base with large, organic, overlapping shapes in muted olive green and a dusty rose color. In the top left corner, there is a stylized, light gray illustration of a pine branch with needle clusters. A thin, white, wavy line curves across the bottom right portion of the image.

# Essential Functions



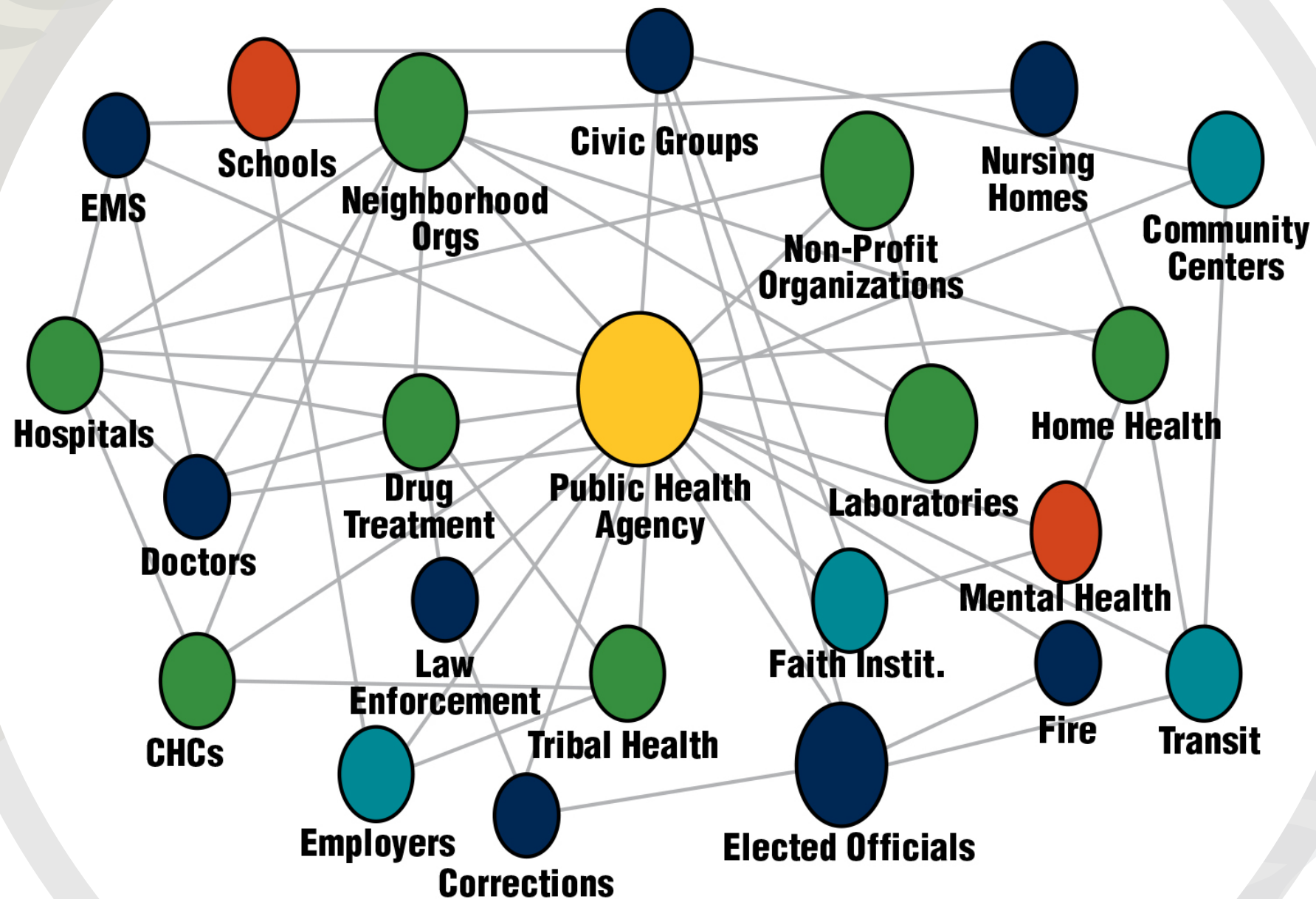
The background features a light gray base with large, organic, overlapping shapes in muted olive green and dusty rose. In the top left corner, there are stylized, layered illustrations of foliage, including palm fronds and other leafy plants in shades of gray and brown. A thin, white, wavy line curves across the bottom right portion of the image.

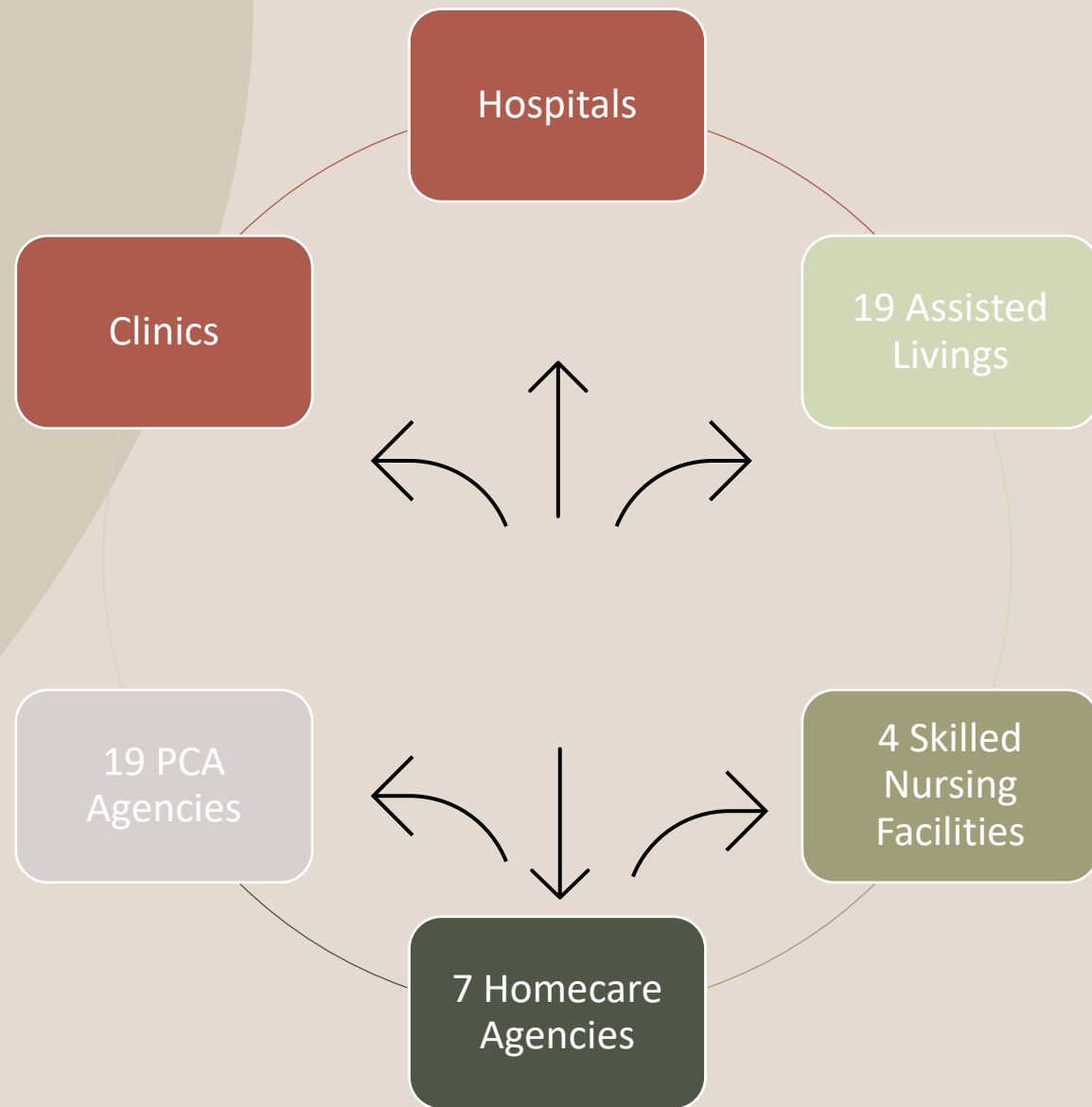
# PUBLIC HEALTH SYSTEM

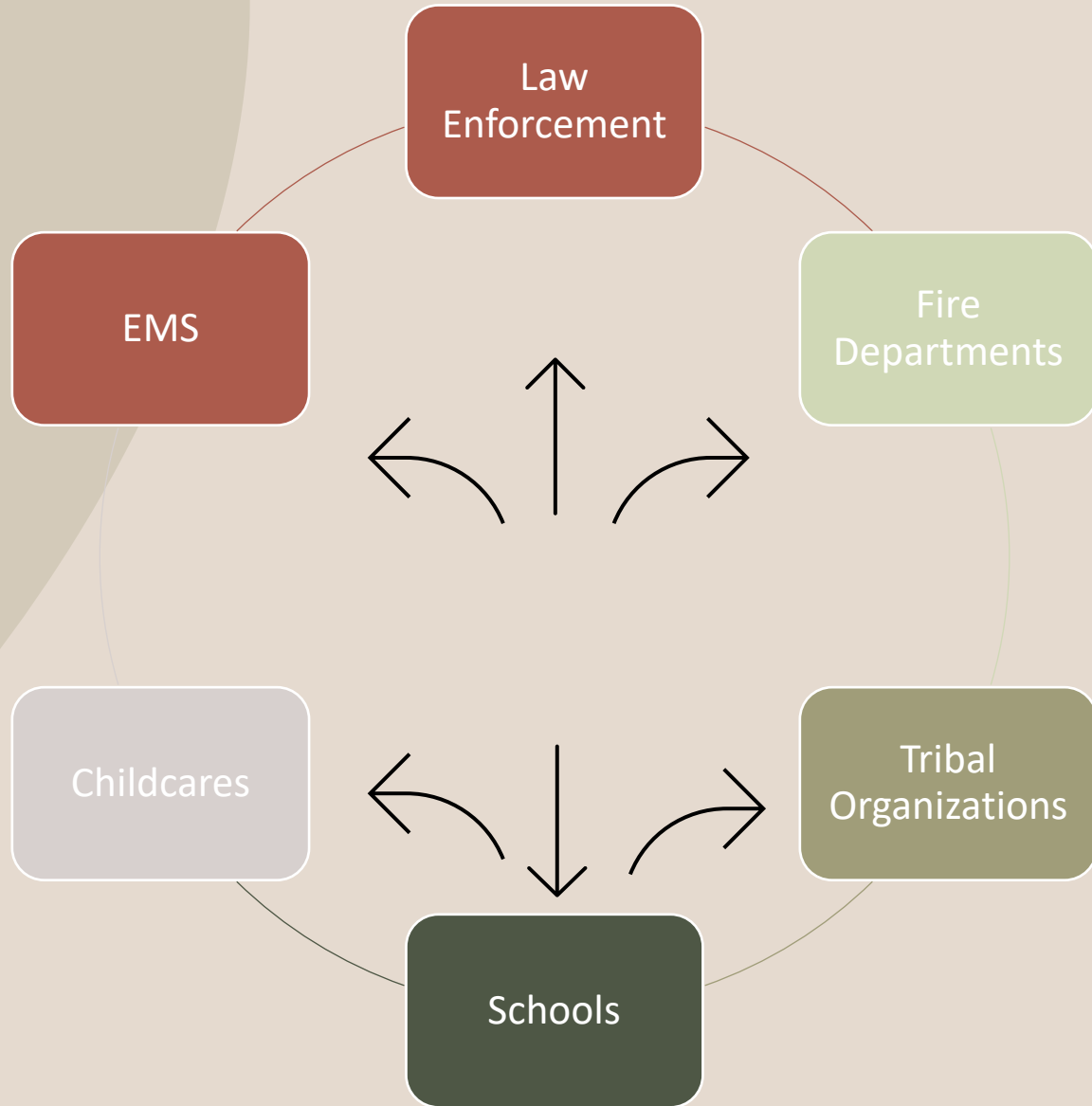
# Upstream Prevention

<https://www.youtube.com/watch?v=vZeKyzqi7xk>

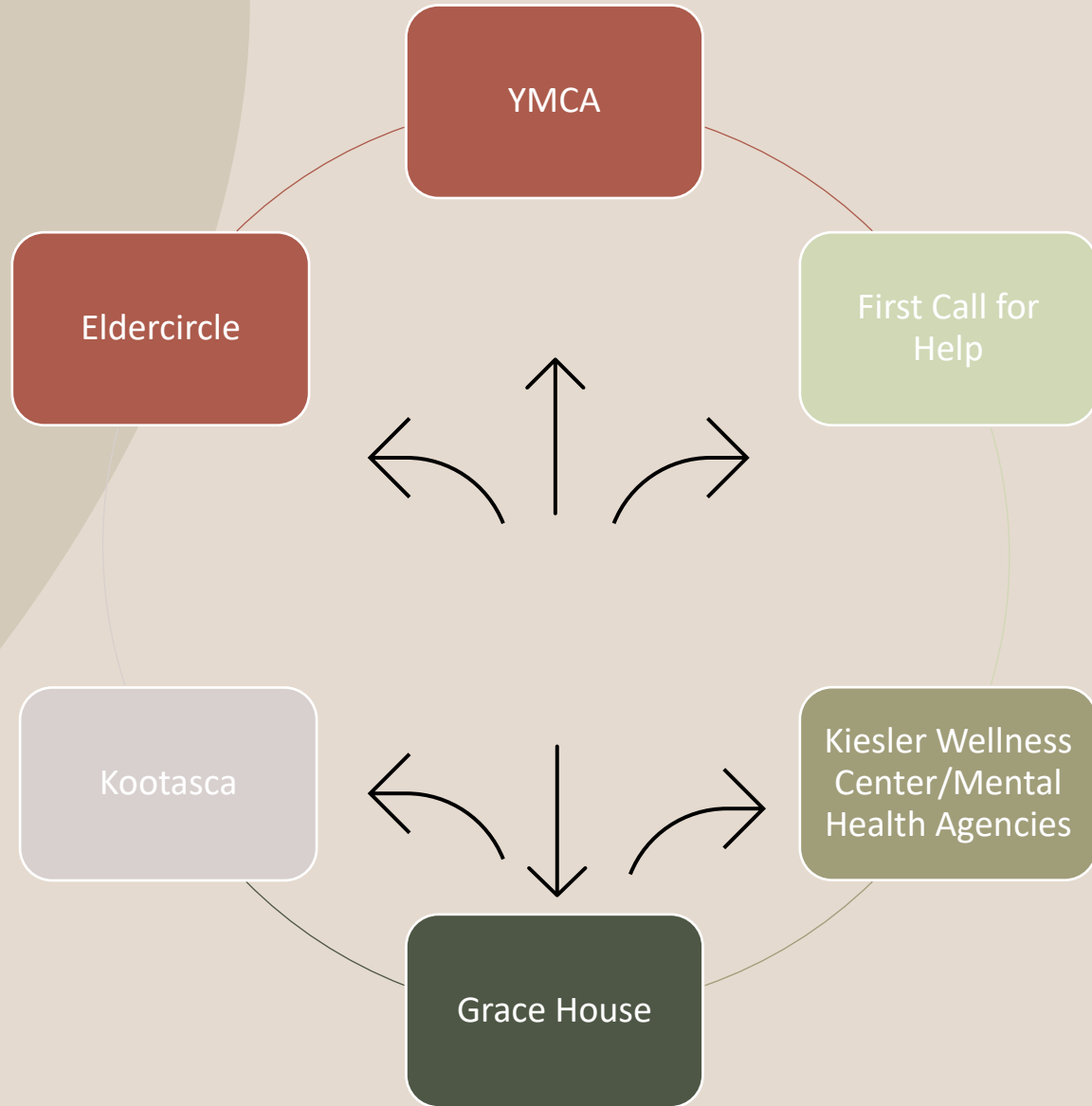


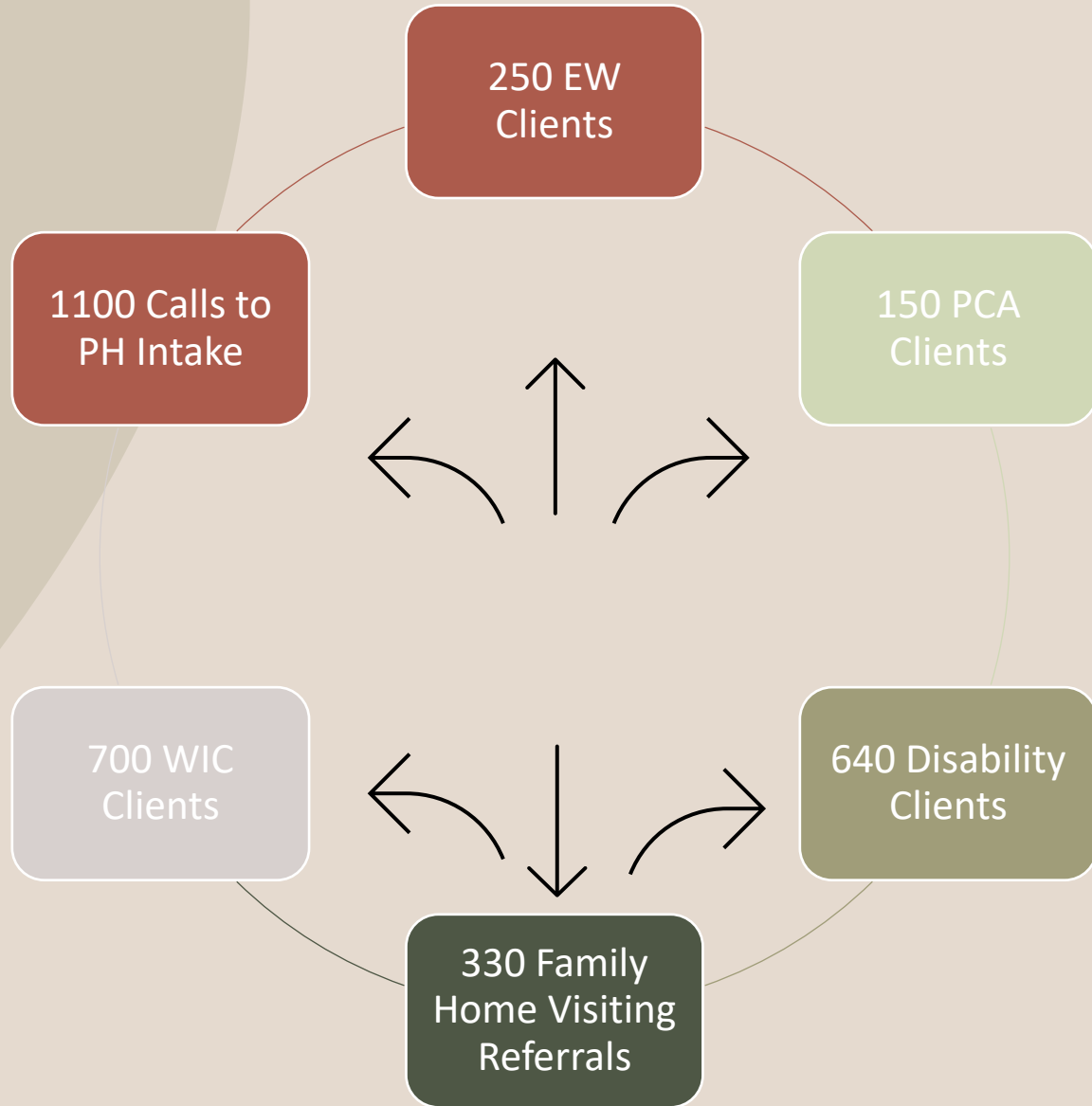


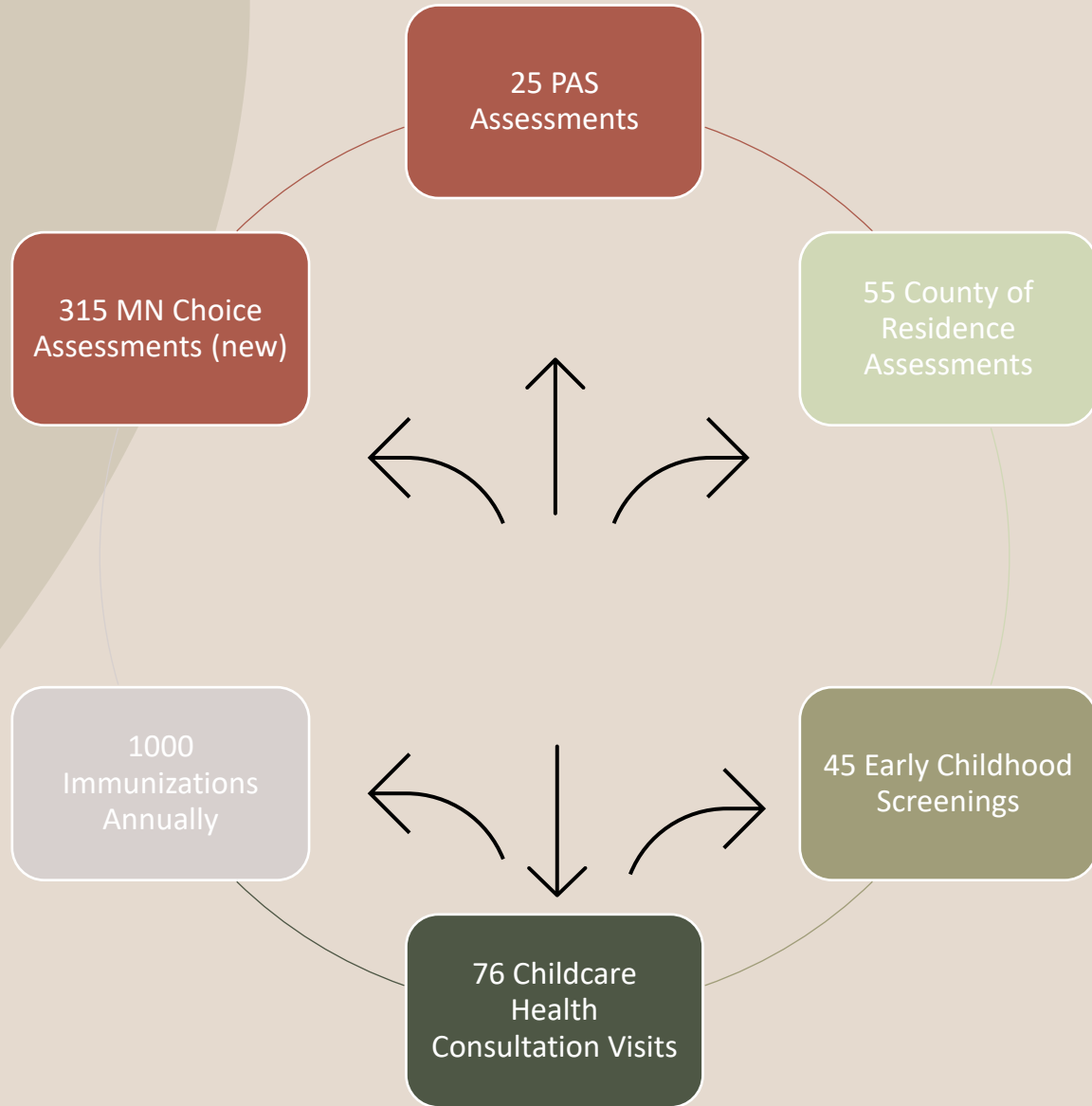










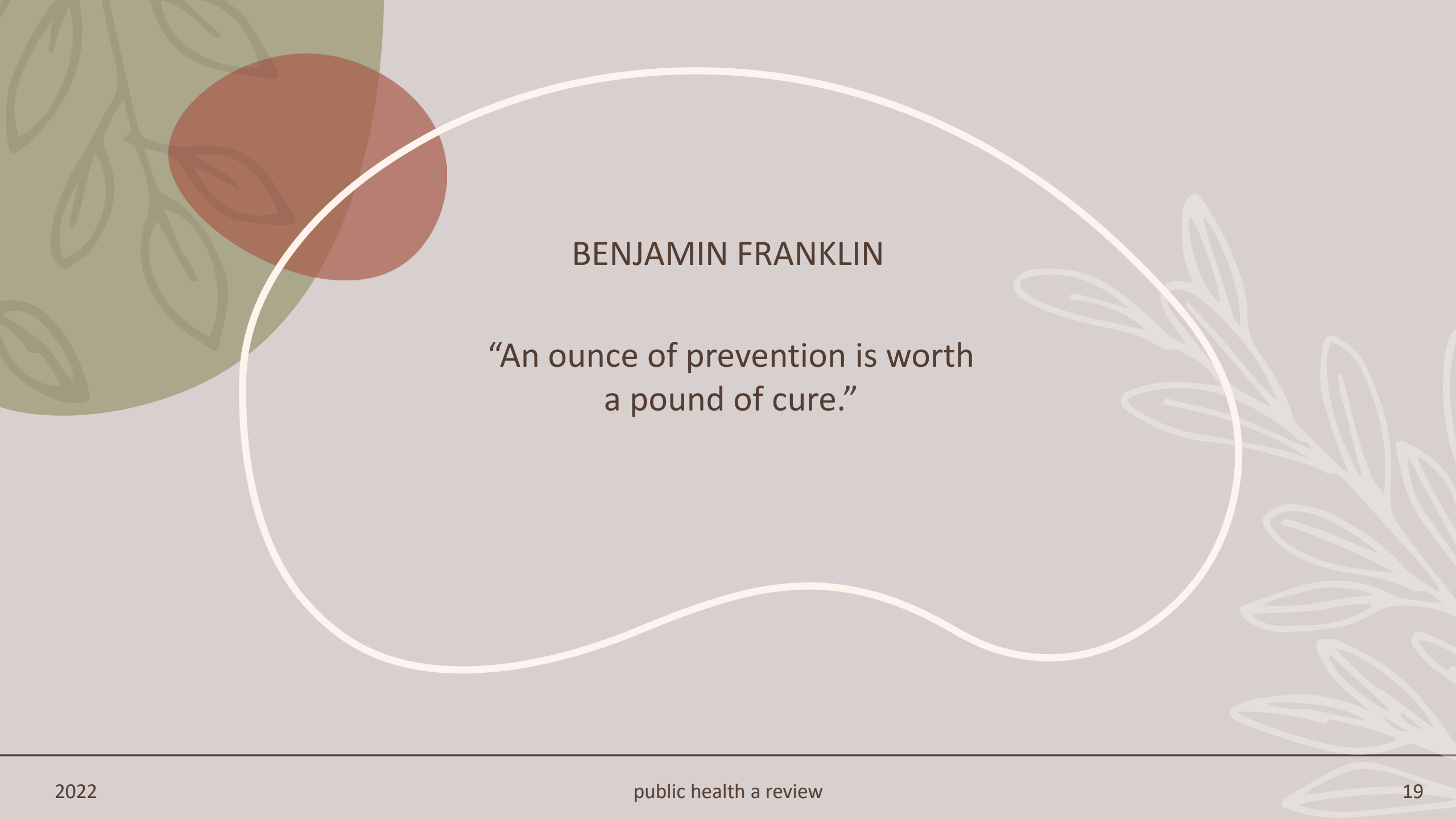




4716

# It is about our community and families





BENJAMIN FRANKLIN

“An ounce of prevention is worth  
a pound of cure.”

# local return on investment

## RETURN ON INVESTMENT

- Benefit minus the cost
- For every \$1 invested in public health locally, there is a \$4 return (median)

## COST BENEFIT RATIO

- Benefit/cost
- 10.3 (median)

# summary

Public health touches the lives of thousands of Itasca residents and families

We are interconnected with multiple disciplines, organizations and sectors of the community

Public health is cost-effective and has a positive return on investment







**Itasca County Public Health**

**Prevent.Promote.Protect**

thank you

## Kelly Chandler

---

**From:** Stacy Holl <stacy.holl@oakhillseniors.com>  
**Sent:** Tuesday, December 13, 2022 9:34 AM  
**To:** Kelly Chandler  
**Subject:** board meeting

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

Here are some comments - feel free to use all or none of it. Hopefully it goes well!!!

Thanks,  
Stacy

To our Itasca County Commissioners:

Thank you for your time today. As I have noted in previous communication with the Itasca County Board, our public health nurses are critical to all aspects of healthcare in our community through the programs they provide including in our hospital and long term care settings.

Our hospital and health systems have been in crisis for over a year now and in our current state, there does not appear to be an end in sight. One crucial area of concern in this crisis is the strain on hospital capacity which has a significant impact for Itasca County residents on a daily basis. The lack of hospital beds which is seen locally, statewide and nationally at this time has an impact on ER wait times, clinic availability and quality of care patients receive. While there are many reasons for this; difficulty finding safe and appropriate settings for hospitalized patients on discharge is a major contributor leading to longer hospitalizations and increased utilization of hospital services. The ability to determine a safe discharge plan and setting is a complicated process that involves several levels of professionals including nursing, social work, long term care coordination, home health, physicians and providers. Our public health nurses are an important aspect of this in helping identify and coordinate available resources for patients as they leave the hospital for long term care or to go home with health services. This is particularly important for our underserved residents of Itasca County. The numbers of Itasca County residents served by public health were listed in the presentation however this does not reflect the impact on an even higher number of residents who benefit indirectly through increased access to the ER and hospital services, economic growth from residents who have the resources and care they need, and the improved well being of all of us when people are able to get their basic needs taken care of.

As I have mentioned prior and you very well may know, Public health nursing is a vital part of our health system locally and it is incredibly important they continue to receive the support they need from our county and health system.

Thank you,  
Dr Stacy Holl

--

Stacy Holl, D.O.

Medical Director



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2131**

---

**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** 15 Minutes

**PRESENTER:** Kim Huffman

---

**AGENDA ITEM:**

County Based Purchasing (IMCare) Division Update/Presentation

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**BOARD ACTION REQUESTED:**

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

**BACKGROUND:**

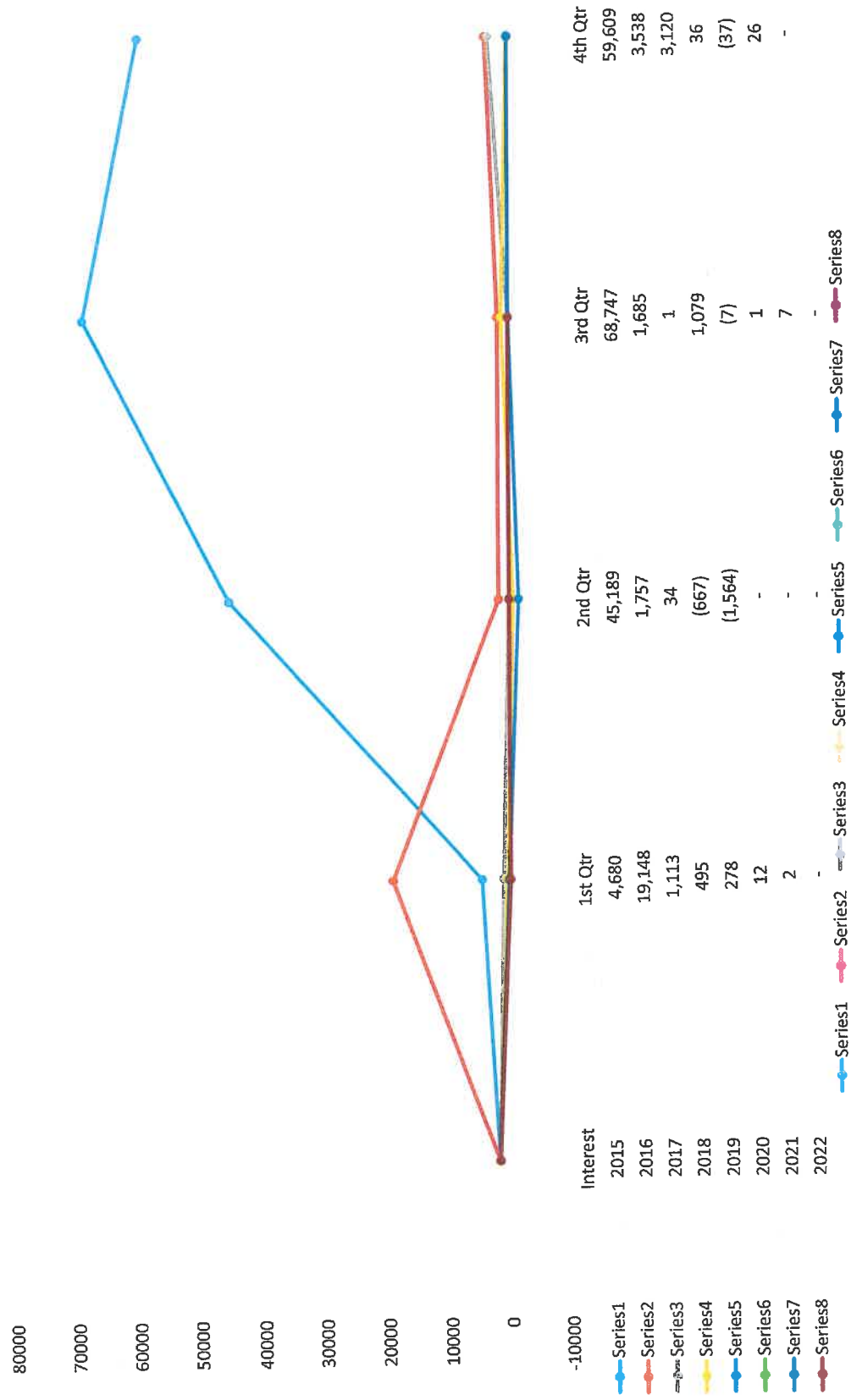
**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

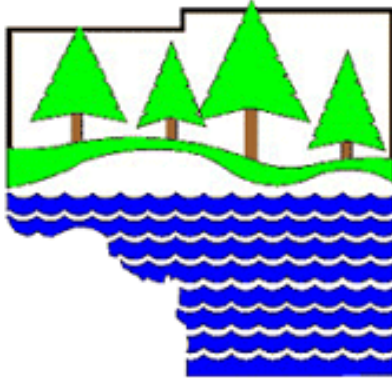
1. IMCare handouts

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

IMCare Interest Pmt by Qtr/Year







**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2659**

---

**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson, Kory Cease

---

**AGENDA ITEM:**

Bowstring Connection Snowmobile Trail School Trust Lease Agreement

---

**BOARD ACTION REQUESTED:**

Approve lease agreement by and between Itasca County and the Minnesota Department of Natural Resources (DNR) for the authorization of a designated snowmobile trail through School Trust lands in Township 146N Range 25W and Township 147N Range 25W along the "Old Highway 6" corridor.

**BACKGROUND:**

The Bushwackers Snowmobile club identified an updated route for the Bowstring Connection, providing more opportunity in the Trunk Highway 6 corridor. The alignment was adjusted due to landownership restrictions. With the new alignment, the number of state school trust land crossings was reduced. After an amendment to our existing Limited Use Permit with MnDOT was executed, an environmental review of the trail, and final review from MNDNR was completed, the lease was drafted. The club understands a lease fee will be paid annually and has secured funding to pay for this year's use. We will continue to look for more funding to continue the payments for the 10-year lease.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. LMIS010475 Bowstring Connector Itasca County
2. LMIS010475 Bowstring Connection Information
3. Signature Letter

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Davin Tinquist                                     |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

**MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES**

Lease Number

LMIS010475

Field Unit

Region 2 - Deer River Forestry (Area 221)

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LANDLORD and the TENANT as named below.

|                                                                                                         |                                                                                        |                                        |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------|
| TENANT<br>Itasca County                                                                                 |                                                                                        |                                        |
| TENANT Address (No. & Street, RFD, Box No., City, State, Zip)<br>123 NE 4th St., Grand Rapids, MN 55744 |                                                                                        |                                        |
| Lease Fee<br>\$11,376.12                                                                                | Fee Payment Schedule<br>See Exhibit D - Fee Schedule, which is made part of this lease |                                        |
| Term<br>Ten (10) Years                                                                                  | Effective Date<br>October 1, 2022                                                      | Termination Date<br>September 30, 2032 |
| Purpose of Lease<br>Snowmobile Trail                                                                    |                                                                                        | County<br>Itasca                       |

IT IS AGREED AS FOLLOWS:

**PREMISES CONTAINS SCHOOL TRUST LAND.**

- a. **LANDLORD and TENANT acknowledge part or all of the Premises is school trust land. School trust land is part of the Permanent School Fund, which was established in Article XI, section 8, of the Minnesota State Constitution. LANDLORD is a trustee of the school trust lands and has a fiduciary obligation to manage the Premises in accordance with the Minnesota State Constitution and Minnesota Statutes. LANDLORD manages school trust land to maximize revenue according to state law.**
- b. **TENANT is prohibited from seeking any federal, state, local, or private funding which places restrictions on the use of the Premises.**
- c. **TENANT is prohibited from adding improvements to the Premises, or improving current structures on the Premises, without the prior, written approval of the LANDLORD.**

**BASIC TERMS:**

1. **PREMISES.** The LANDLORD in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the TENANT, hereby leases to the TENANT, subject at all times to sale, lease and use for mineral or other purposes the following described premises:

A strip of land 20 feet in width lying 10 feet on each side of the proposed trail in the East Half of the Northwest Quarter, the East Half of the Southwest Quarter and the Southwest

Quarter of the Southeast Quarter in Section 10, Government Lots 1, 2, 4, 5, 8 and the North Half of the Northwest Quarter in Section 14, the North Half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter, Government Lots 1, 4, 5, 8 in Section 23, Government Lots 1, 4, 5, 8 in Section 26, Government Lots 1, 4, 5 in Section 35 and the Southwest Quarter of the Northwest Quarter in Section 26 in Itasca County, identified as "Bowstring Connection Trail" and approximately shown on the attached Exhibits A, which is made part of this lease

and herein referred to as the "Premises".

2. TERMS. The terms LANDLORD, TENANT, TENANT ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein are described above and are incorporated herein.
3. LEASE PERIOD. This lease will be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
4. USE OF PREMISES. TENANT will use the Premises only for PURPOSE OF LEASE.
5. "AS IS." TENANT is taking the Premises in its "as is" condition, and LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use.

#### **TENANT'S RESPONSIBILITIES:**

6. LEASE PAYMENTS. The TENANT will pay to the LANDLORD the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LANDLORD may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.
7. MAINTENANCE. The TENANT will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. No timber shall be cut, used, removed or destroyed by the TENANT without first obtaining written permission from the LANDLORD.
8. INVASIVE SPECIES. The TENANT is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.)
9. UTILITIES. TENANT will pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
10. ALTERATIONS AND MECHANIC'S LIENS. The TENANT may not make changes, alterations or improvements to the Premises or to any structure thereon without the prior written consent of the LANDLORD. Any changes, alterations or improvements in or to the Premises will be at TENANT's sole expense. TENANT has no right to subject the interest of LANDLORD in the Premises to any mechanic's liens, material liens or other liens of any nature, and TENANT must have any such lien discharged within 10 days after the recording of the lien. TENANT will be liable to LANDLORD for LANDLORD's costs and attorneys' fees incurred relating to mechanic's liens and other liens.
11. TAXES. The TENANT will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal



property of the TENANT located on the Premises during the TERM of this lease. NOTE: Due to the lease, the county may assess property taxes against the property based on its market value, and TENANT is required to pay the property taxes.

12. COMPLIANCE WITH LAWS. TENANT must comply with all applicable municipal, county and state laws, ordinances and regulations, and obtain and pay for all licenses and permits as may be required by its use of the Premises.
13. ENVIRONMENTAL. TENANT will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written consent of LANDLORD. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify LANDLORD from any and all damages, costs, fines and expenses that might arise as a result of TENANT's violation of this provision. This provision will survive the termination of this Lease.

#### **PUBLIC ACCESS:**

14. LANDLORD'S ACCESS. LANDLORD, acting through its designated agents or employees, has the right to enter the Premises at all reasonable times.
15. PUBLIC RECREATION USE. The TENANT agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by Minn. Stat. § 604A.21, not inconsistent with the purposes of this lease. The TENANT shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LANDLORD. If the LANDLORD authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the TENANT.

#### **TERMINATION AND ASSIGNMENT:**

16. TERMINATION. This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. § 92.50 may be canceled for just cause at any time by LANDLORD upon six months written notice.

TENANT will, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LANDLORD in as good condition and repair as on the EFFECTIVE DATE. If the TENANT fails to surrender the Premises on the termination of this lease, the LANDLORD may eject or remove the TENANT from the Premises and TENANT will indemnify the LANDLORD for all expenses incurred by the LANDLORD. In addition, TENANT will remove all TENANT's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of

by the LANDLORD according to law. Upon demand, TENANT will pay to LANDLORD all of LANDLORD's expenses incurred in connection with LANDLORD's disposition of TENANT's personal property. TENANT's obligations under this paragraph will survive termination of the Lease.

If this lease is terminated prior to the TERMINATION DATE, the TENANT will not be relieved of any obligation incurred prior to termination.

17. HOLDOVER. TENANT will pay to the LANDLORD a sum equal to the rent plus fifty (50) percent of the rent for each rental period that TENANT holds the Premises after termination of this lease without authorization by LANDLORD. This sum will be liquidated damages for the wrongful holding over. TENANT acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.
18. TRANSFERS. This lease will extend to, and bind the successors, heirs, legal representative and assigns of the LANDLORD and TENANT. In addition, the TENANT may not without the LANDLORD's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the TENANT's interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the TENANT.

#### **DEFAULT:**

19. DEFAULT BY TENANT. If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from LANDLORD, LANDLORD may exercise one or more of the following remedies, or any other remedy available at law or in equity:
  - a. Terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
  - b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease; or
  - c. Re-let the Premises without terminating the Lease. If the amount received from re-letting in any month is less than the amount of rent to be paid by TENANT, TENANT will pay any such deficiency to LANDLORD upon demand.
20. SELF-HELP RIGHT. If TENANT defaults in the performance of any term of this Lease, LANDLORD, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that LANDLORD gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by LANDLORD and all losses, costs and expenses incurred by LANDLORD, in connection with any such performance by LANDLORD pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by LANDLORD for any property, material, labor or services provided by LANDLORD to TENANT.

#### **LIABILITY:**

21. LIABILITY. This lease will not be construed as imposing any liability on the LANDLORD for injury or damage to the person or property of the TENANT or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect. The TENANT will indemnify and hold harmless the LANDLORD from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
22. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and LANDLORD will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

#### **MISCELLANEOUS:**

23. LEGAL OBLIGATIONS. This lease is not to be construed to relieve the TENANT of any obligations imposed by law.
24. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LANDLORD will not be liable to TENANT for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
25. NO WAIVER. No delay on the part of the LANDLORD in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LANDLORD.
26. NOTICES. Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LANDLORD shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the TENANT it shall be as stated in the TENANT'S ADDRESS.
27. 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 LANDLORD and TENANT here is that the remaining parts of this lease shall not be affected thereby.
28. AUDIT. LANDLORD is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease shall be subject to reasonable examination by the STATE and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.
29. BOND FINANCED PROPERTY. If LANDLORD used General Obligation bonds to purchase, construct, or improve the Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.

30. ADDITIONAL TERMS. See the attached Exhibit A (Map), Exhibit B (Additional Terms), Exhibit C (Invasive Species), and Exhibit D (Fee Schedule), which are made a part of this lease.

**IN WITNESS WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

|           |             |
|-----------|-------------|
| <b>By</b> | <b>Date</b> |
|-----------|-------------|

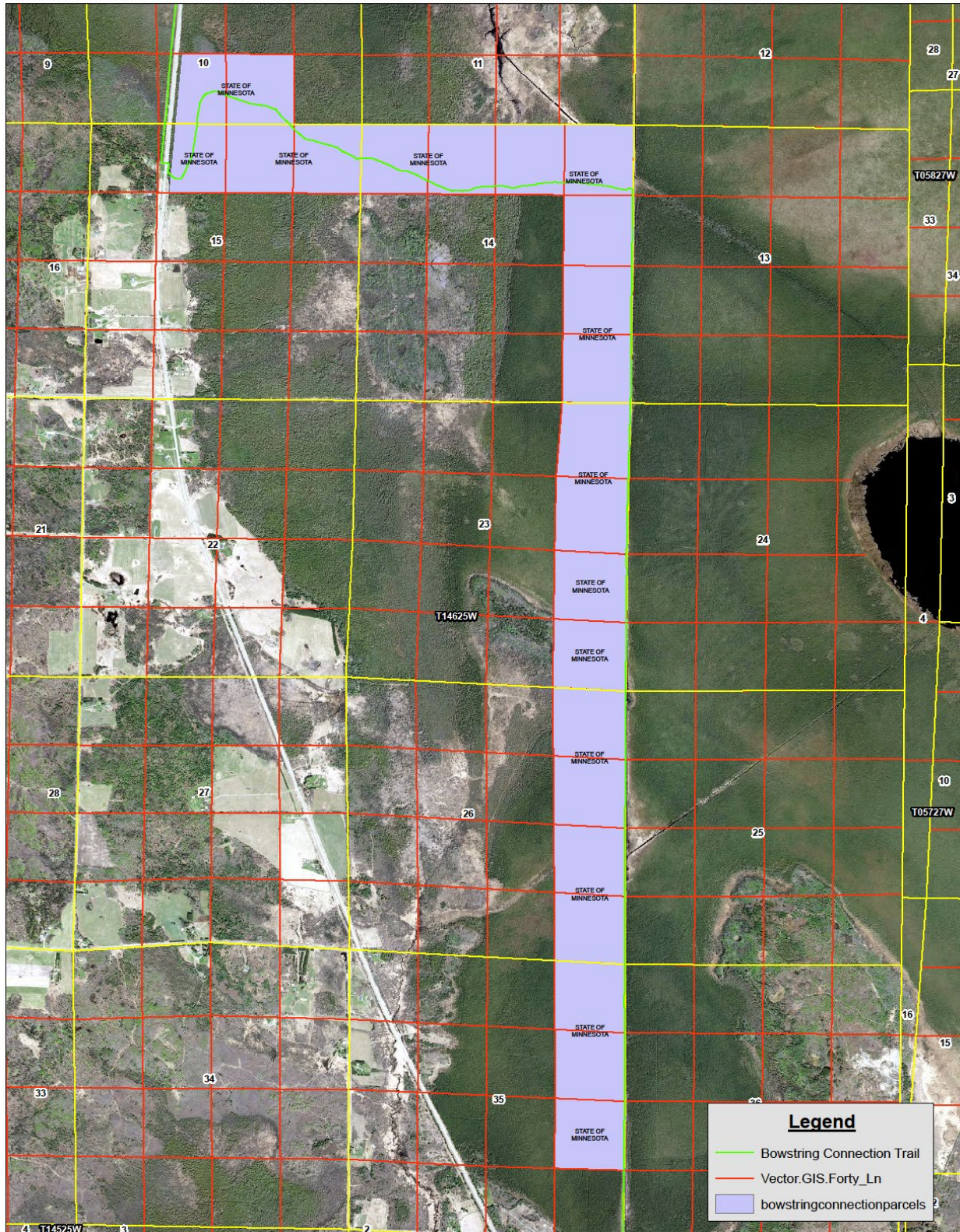
**JOE A. ROKALA**

|                                                                      |             |
|----------------------------------------------------------------------|-------------|
| <b>TENANT (Individual's Name or Name of Entity)</b><br>Itasca County |             |
| <b>Authorized Signature &amp; Title (If an Entity)</b>               | <b>Date</b> |

|                                                        |             |
|--------------------------------------------------------|-------------|
| <b>Authorized Signature &amp; Title (If an Entity)</b> | <b>Date</b> |
|--------------------------------------------------------|-------------|



**Exhibit A**  
**Map**  
Miscellaneous Lease LMIS010475



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS010475

Terms and Conditions which Apply:

**1. DESIGN**

Project must accommodate on-going management activities by LANDLORD. Trails identified on Exhibit A are approved by the LANDLORD. The TENANT shall not modify or alter the path of constructed trails previously approved by LANDLORD, or knowingly permit others to modify or alter the path of constructed trails previously approved by the LANDLORD.

**2. COSTS**

The TENANT is responsible for all costs and expenses in connection with the design, construction, operations, and maintenance of the recreational project and associated improvements. All work performed by the TENANT in connection with this LEASE shall be conducted in a workmanlike manner.

**3. PESTICIDES AND HERBICIDES**

The TENANT must request and obtain written permission to apply herbicides or pesticides to state land from the LANDLORD prior to treatment. This request shall include the following: (1) a map identifying proposed treatment areas and (2) a description of the proposed treatment plan, including target species, herbicide and pesticide name, rate of application, a description of the application method, and beginning and end dates. All applications must be according to label regulations and as otherwise specified by the LANDLORD. The TENANT shall not apply pesticides that are restricted for use on certified state forest land administered by the State.

The TENANT must submit annual reports detailing herbicide and pesticide application on areas covered under the lease.

The report must include the dates, acres, location (expressed as quarter-quarter, section, township, and range), herbicide or pesticide used, target species, and such other information as may be reasonably required by the LANDLORD for the purpose of verifying herbicide or pesticide use.

The TENANT shall post all places commonly used by the public that are treated with herbicides and pesticides.

**4. EROSION CONTROL AND REVEGETATION**

Erosion control measures shall be adequately designed for site characteristics. They shall be installed prior to construction and maintained for as long as needed. All erosion control measures installed next to a water body shall run parallel to the contours.

State approved seed mixes shall be used for disturbed areas that require revegetation. All seed and plant material shall be certified weed-free. Weed free straw or hay may be used for mulching and erosion control. Native species plants should be used, whenever possible, for revegetation.

Where severe or repeated damage is occurring or where measures have not been successful, preventive, or corrective actions shall be taken by the LESSEE, including construction of appropriate barriers, installation of warning signs, and other methods in consultation with the LANDLORD.

The TENANT shall routinely inspect for erosion that may develop during the term of the lease. Areas of erosion shall be stabilized by the LESSEE.

If a disturbed area cannot be stabilized before September 15 in years of construction, the TENANT shall submit a written site stabilization plan to the State for approval. This plan shall describe erosion control, mulching, dormant seeding and monitoring.



Excavated materials shall not be deposited or stored alongside public water in a manner where the materials can be deposited into the public water by reasonably expected high water or storm run-off.

5. TENANT shall be responsible for trail maintenance as needed. TENANT shall contact the Deer River Area Forestry Office for approval and guidance on trail maintenance.

6. The TENANT shall dispose of all brush and debris caused by maintaining the PREMISES. All burning must be done under weather conditions which present minimal danger of a fire spreading. Burning permits must be obtained from township fire wardens or DNR forestry offices, as provided by law.

7. TENANT shall procure liability insurance, naming the State as additional insured in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, the TENANT shall provide the LANDLORD with a certificate of insurance indicating the required coverage and the TENANT shall periodically provide the LANDLORD with evidence of insurance as the LANDLORD may request. The policy shall provide that the LANDLORD be notified ten days prior to the cancellation or termination of the policy. The TENANT shall be required to maintain such insurance to the full extent of the amounts specified in Minnesota Statutes, Section 3.736 which amounts shall be incorporated herein by reference. If those amounts are changed following execution of this lease, the TENANT shall provide whatever amount of insurance is required by that change within 30 days after the LANDLORD notifies the TENANT of the change.

**Exhibit C**  
**Invasive Species**  
 Miscellaneous Lease LMIS010475

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Check all that apply                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input checked="" type="checkbox"/> | <b>Mandatory -</b> (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>                                                                                                                                                                                                                     |
| <input type="checkbox"/>            | (2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>                                                            |
| <input type="checkbox"/>            | (3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____.<br><input type="checkbox"/> Girdle the marked trees and leave them on site.<br><input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st.<br><input type="checkbox"/> Other _____.                                                                                                                                                                              |
| <input type="checkbox"/>            | (4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below. |
| <input type="checkbox"/>            | (4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.                                                                                                                                                                        |
| <input type="checkbox"/>            | (5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.                                                                                                                                            |
| <input type="checkbox"/>            | (6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free.<br>Sources are to be approved prior to purchase or acquisition.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>            | (6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <input type="checkbox"/>            | (7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/>            | (8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.                                                                                                                                                                                                                                                                                                                   |
| <input type="checkbox"/>            | (9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc.) use new clean bags or baskets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



|                                     |                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | (10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the TENANT agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.                                                                                     |
| <input checked="" type="checkbox"/> | (11) The TENANT is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.                                                                                                                                                                 |
| <input type="checkbox"/>            | (12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.                                                                                                                                                                                         |
| <input type="checkbox"/>            | (13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed. |

Last updated July 7, 2012

**Exhibit D**  
**Fee Schedule**

Miscellaneous Lease LMIS010475

| No. | Start Date | End Date   | Amount     | Due Date   |
|-----|------------|------------|------------|------------|
| 1   | 10/01/2022 | 09/30/2023 | \$1,188.12 | 10/01/2022 |
| 2   | 10/01/2023 | 09/30/2024 | \$1,132.00 | 10/01/2023 |
| 3   | 10/01/2024 | 09/30/2025 | \$1,132.00 | 10/01/2024 |
| 4   | 10/01/2025 | 09/30/2026 | \$1,132.00 | 10/01/2025 |
| 5   | 10/01/2026 | 09/30/2027 | \$1,132.00 | 10/01/2026 |
| 6   | 10/01/2027 | 09/30/2028 | \$1,132.00 | 10/01/2027 |
| 7   | 10/01/2028 | 09/30/2029 | \$1,132.00 | 10/01/2028 |
| 8   | 10/01/2029 | 09/30/2030 | \$1,132.00 | 10/01/2029 |
| 9   | 10/01/2030 | 09/30/2031 | \$1,132.00 | 10/01/2030 |
| 10  | 10/01/2031 | 09/30/2032 | \$1,132.00 | 10/01/2031 |

**Total:                   \$11,376.12**

# ITASCA COUNTY LAND DEPARTMENT

1177 LaPrairie Avenue  
Grand Rapids, MN 55744-3322  
218-327-2855 Fax: 218-327-4160



Minnesota Department of Natural Resources  
Division of Forestry  
Attn: Julie Weitzel | Northeast Region Lands Specialist  
1201 E US Hwy 2  
Grand Rapids, MN 55744

July 26, 2022

Dear Ms. Weitzel;

As per the email correspondence dated June 26, 2022 for LMIS010475 Bowstring Connection State Lease request, the following items will be completed:

1. Itasca County will be listed as Tenant
2. After execution of the State lease, Itasca County will become the sponsor of the trail through a Board action and a copy of said Board action will be provided to the State.

During the planning process of this project, the NHIS database was reviewed by Land Department staff. Only one species was identified in the observation by staff. The Creek Heelsplitter was indicated on the map near the Bowstring river. The snowmobile trail will be crossing within the allowance of the right of way and will have no disturbance to the species in the river. A full NHIS review has not been completed by MNDNR.

The process of wetland delineation will be completed if any disturbance is identified. All maintenance and grooming will occur during frozen ground conditions and winter months. No fill is anticipated for this project. The current project will not require a Storm water permit or a SWPPP to be drawn up. The existing corridor will be brushed open, but no soil disturbance will occur.

Please let me know if any further information is needed to complete the State lease request. I appreciate your time working on this project. If you have any further questions, please don't hesitate to contact my office. Again, thank you for your time.

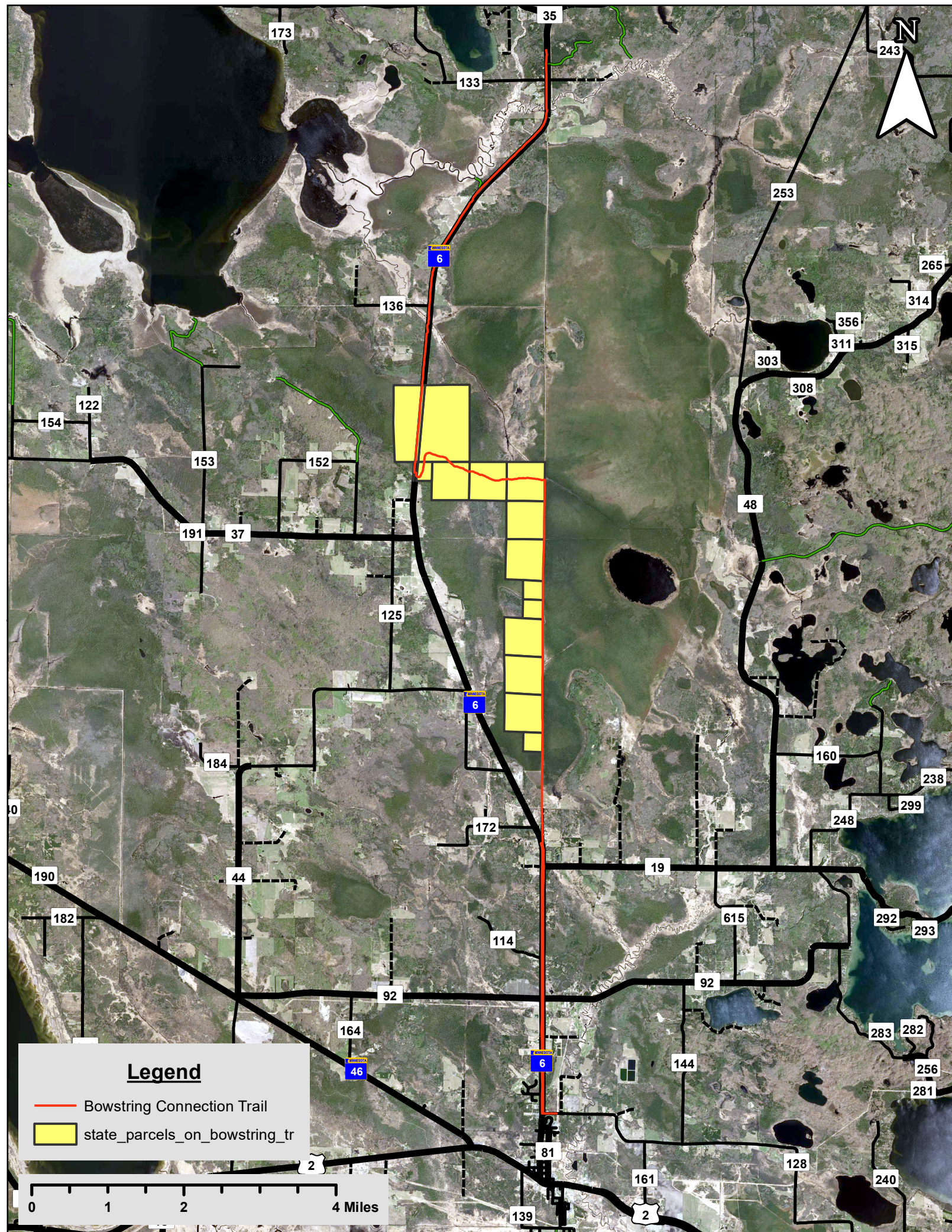
Respectfully,

*Sara D Thompson*

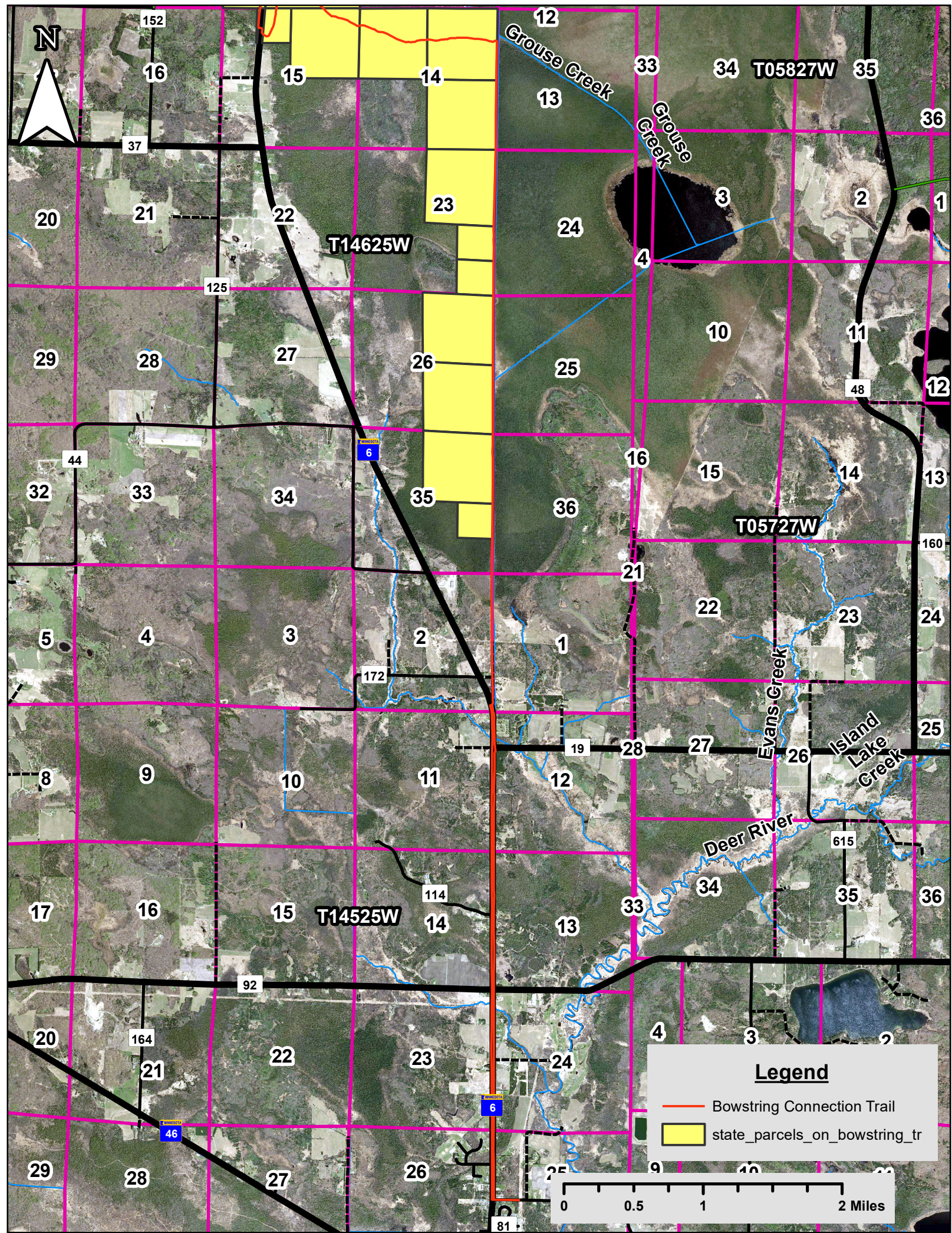
Sara D. Thompson  
Forest Recreation Specialist  
Itasca County Land Department  
218-327-7393

Enc. State Land Trail Crossing Maps

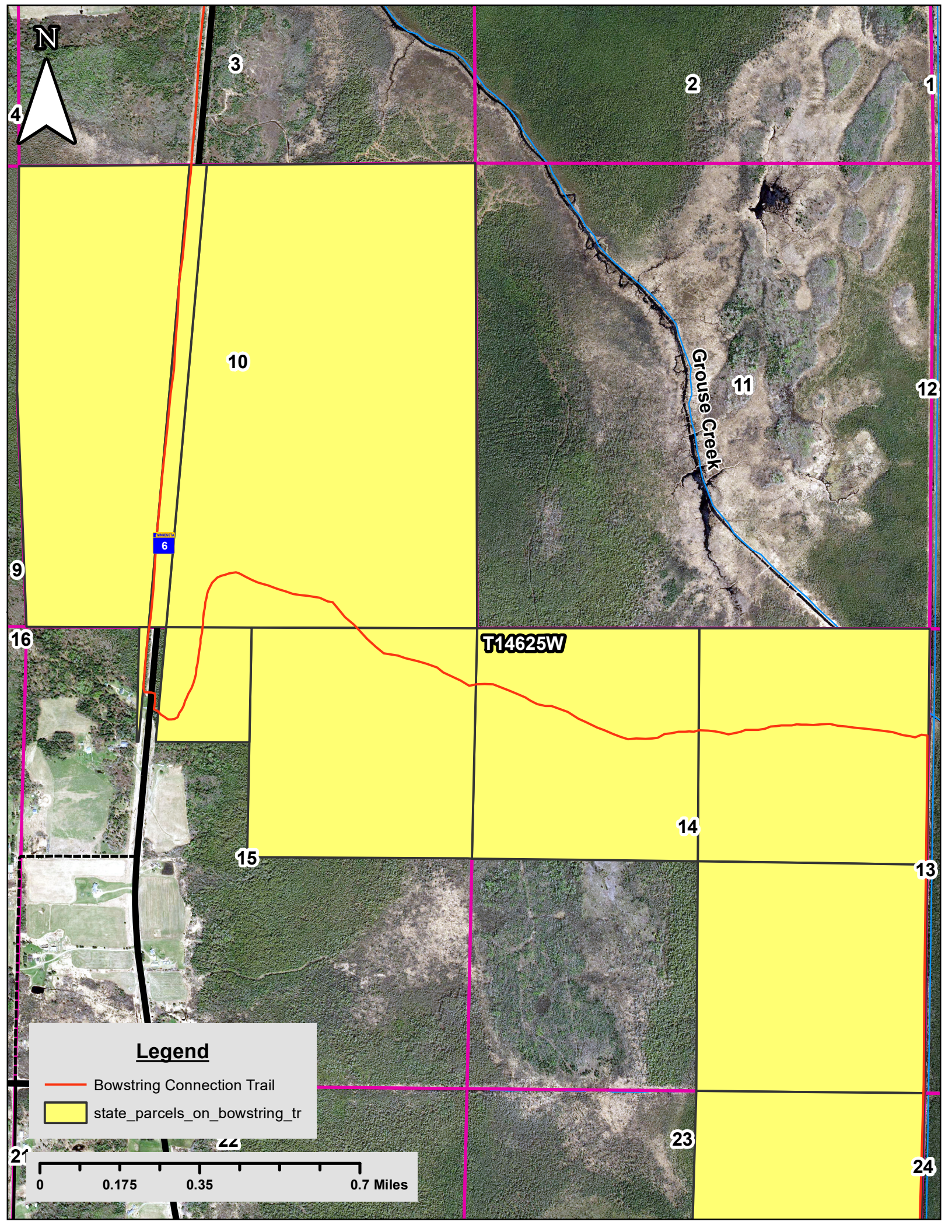












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T14625W

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**Legend**

- Bowstring Connection Trail
- state\_parcels\_on\_bowstring\_tr

21

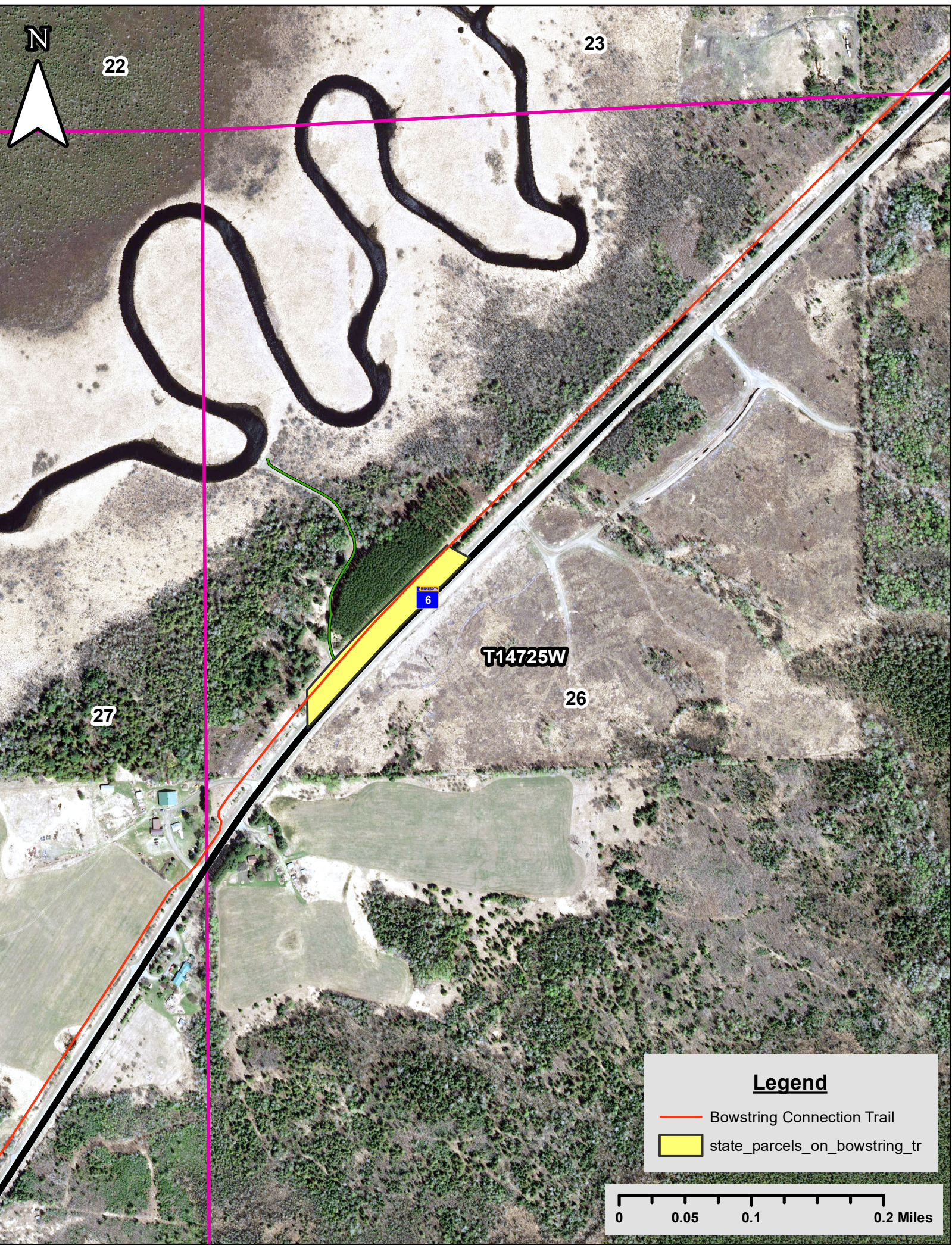
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24

0 0.175 0.35 0.7 Miles





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22

23

27

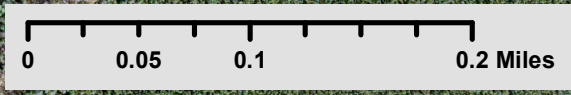
26

T14725W

6

### Legend

- Bowstring Connection Trail
- state\_parcels\_on\_bowstring\_tr





November 10, 2022

Itasca County  
Atten: Sara Thompson  
123 NE 4th St.  
Grand Rapids, MN 55744

RE: Miscellaneous Lease # LMIS010475  
27 Parcels located in Itasca County

Dear Itasca County:

Enclosed is the above referenced lease Bowstring Snowmobile Trail Lease. Please sign and date the lease, then return it to this office within 30 days. When the lease is completed by the State, we will send you a copy for your records.

Please remit \$1,188.12, made payable to the Department of Natural Resources. This payment will cover the Advance Rental through September 30, 2023.

Also, please send to this office proof of insurance by providing the State with a certificate of insurance by an insurance carrier licensed to do business in Minnesota. The certificate must list the State as an additional insured; list the above lease number and the amounts of \$500,000 and \$1,000,000 (non-profit organization) or \$500,000 and \$1,500,000 (for profit organization), per occurrence. Please assure that the lease number is shown on the certificate of insurance

Original, scanned, or electronic signatures are acceptable. Please sign, print, and provide your title as well as date on signature page of the lease document and return all pages of the lease, including attachments. After the lease has been signed by the State, you will receive a fully executed copy for your records. **Note:** If the person signing is not directly named as the TENANT on the lease, official documentation authorizing that person to sign on behalf of the TENANT is required (i.e. corporate bylaws or board resolution).

**Mail original signed lease and payment to:**

Amy Marrier, DNR Lands & Minerals, 1201 East Hwy 2, Grand Rapids, MN 55744.

**Scanned or electronically signed lease and any questions** may be emailed to me at:  
[amy.marrier@state.mn.us](mailto:amy.marrier@state.mn.us) or call me at (218) 328-8922.

Sincerely,

Amy Marrier,  
Realty Specialist Senior  
Division of Lands and Minerals

Enclosure

*Equal Opportunity Employer*





NORTHEAST REGION  
DIVISION OF LANDS AND MINERALS  
1201 EAST HWY 2  
GRAND RAPIDS, MN 55744



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2677**

---

**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Brett Skyles

---

**AGENDA ITEM:**

2023 Legislative Priorities

---

**BOARD ACTION REQUESTED:**

Review and approve the 2023 Legislative Priorities.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

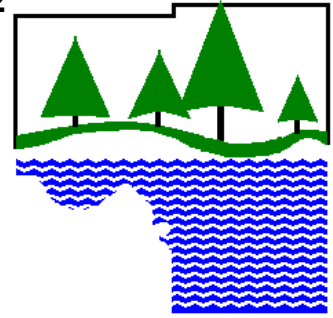
1. Legislative Priorities
2. 2023 Legislative Priorities FINAL

**Motion To:** Approve the 2023 Legislative Priorities, as amended to include Property Valuation Caps, County Program Aid, and Broadband.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |

# ITASCA COUNTY

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



## Itasca County 2022 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts
- Hwy 169 – Support efforts for double lane completion
- Increased PILT reimbursement
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 30%.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties: DHS did add the ability for the County to Appeal but DHS specifically states that the appeal cannot be on the determination that it is clinically appropriate for a client to be discharged – which completely defeats the reason for the appeal process. We will still get a \$40,000 per month bill on these clients with no appeal process – or any reimbursement mechanism.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.



### **Environmental Services**

MACPZA supports requiring clear and consistent definitions of expected outcomes from all state agencies

MACPZA supports requiring townships that elect to adopt any level of land use regulations, to assume all land use control responsibilities outlined within Minnesota Statute Chapter 394.

MACPZA supports increased state funding to accelerate the state-mapping program to accurately identify nonmetallic mineral deposits that have the potential to be economically mined.

MACPZA supports updating the Department of Natural Resource's Aggregate Mining Reclamation Manual including the development of reclamation standards for non-metallic mineral mines.

MACPZA supports requiring all state mandates be adequately funded and maintained through non-county revenue sources.

MACPZA opposes new state mandates for enforcement, administration, and implementation of state programs without additional adequate funding, and technical support from the state

### **Engineer Dept**

Continue support for the local bridge replacement program; Itasca County alone has 16 deficient bridges with 6 on the local road system.

### **Assessor Dept**

Clarification on Special Agricultural Properties  
Allowing assessors to utilize more virtual and on-line tools

### **MIS**

#### **Cybersecurity**

MNCITLA supports the Legislature authorizing matching funds to ensure \$23 million in federal State and Local Cybersecurity Grant Program funding reaches Minnesota.

MNCITLA supports and prioritizes greater collaboration between counties and state agencies on cybersecurity efforts including security event monitoring and incident response.

#### **Broadband**

MNCITLA supports equity and access to affordable broadband service and infrastructure in Minnesota, including legislation that would provide adequate and continuous funding for the Border-to-Border Broadband Development Grant Program.

#### **Next Generation 911**

MNCITLA supports dedicated funding for current County Geographic Information System mapping efforts related to NG911 rollout. MNCITLA also supports ongoing, dedicated funding to meet future cybersecurity and infrastructure needs of NG911.

#### **AMC Platform Edits**

MNCITLA/AMC supports reducing overall costs through greater collaboration between government entities including agency-sponsored, county-managed systems.

**HHS**

Kelly

Increased reimbursement for PCA, Home Health Aide, Nursing Facility and Assisted Living staff

Eric

Anoka Regional Treatment Center cost shift to Counties. DHS did add the ability for the County to Appeal but DHS specifically states that the appeal cannot be on the determination that it is clinically appropriate for a client to be discharged – which completely defeats the reason for the appeal process. We will still get a \$40,000 per month bill on these clients with no appeal process – or any reimbursement mechanism.

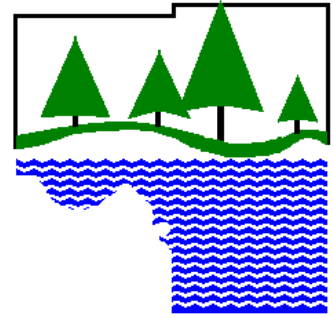
Appropriate reimbursement on ICWA funding based on costs and utilization.

Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.

New funding formula for Mental Health Regions. Our region should be held harmless and not lose funding for Mental Health Services. The concern is related to the loss of the Moose Lake dollars.

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## Itasca County 2023 Legislative Priorities

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

**Equal Opportunity Employer**





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2674**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Brett Skyles

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**AGENDA ITEM:**

Schedule Legislative Meeting

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**BOARD ACTION REQUESTED:**

Schedule a Legislative Meeting on Monday, December 19, 2022 beginning at 12 PM in the Boardroom of the Itasca County Courthouse to discuss 2023 legislative priorities with the County's legislative delegation.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Leo Trunt                                          |
| <b>SECONDER:</b> | Commissioner Ben DeNucci                                        |
| <b>AYES:</b>     | Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, December 13, 2022

---

**REQUEST FOR BOARD ACTION: RBA-2022-2597**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 30 Minutes

**PRESENTER:** Chair

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**AGENDA ITEM:**

Tentative Appointments to Committees/Commissions/Boards

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**BOARD ACTION REQUESTED:**

Review the applications received for the various Itasca County Committee/Commission/Board vacancies for the purposes of making tentative appointments.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. 2023 PREPMTG Apptmnts
2. 2023 APPTTEE ADV FOR
3. ADNWSORG 2023 Cmte Info-Bowstring Airport Commission
4. Bowstring Airport Commission - Application - M Mathisen
5. ADNWSORG 2023 Cmte Info-Extension Committee
6. Extension Committee - Application - D Hayes
7. Extension Committee - Application - RD Learmont
8. Extension Committee - Application - J Ortloff
9. ADNWSORG 2023 Cmte Info-Housing & Redevelopment Authority
10. Housing & Redevelopment Authority - Application - T Johnson
11. ADNWSORG 2023 Cmte Info-Nursing Home Board
12. Nursing Home Board - Application - A Johnson
13. Nursing Home Board - Application - L Trunt
14. ADNWSORG 2023 Cmte Info-Park & Recreation Commission
15. Park & Recreation Commission - Application - D Ensley
16. ADNWSORG 2023 Cmte Info-Personnel Board of Appeals
17. ADNWSORG 2023 Cmte Info-Planning Commission-Board of Adjustment
18. Planning Commission-Board of Adjustment - Application - M Oja
19. ADNWSORG 2023 Cmte Info-Sheriff Civil Service Commission
20. ADNWSORG 2023 Cmte Info-Tri-County Community Health Board
21. Tri-County Community Health Board - Application - E Johnson
22. Tri-County Community Health Board - Application - L Kachinske

- 23. Tri-County Community Health Board - Application - L Trunt
- 24. ADNWSORG 2023 Cmte Info-Water Plan Implementation Committee
- 25. 2023 APPTTEE REP FOR TENTATIVE APPTS
- 26. In-House Listing 12-08-2022
- 27. Current Listing 12-08-2022
- 28. In-House Listing 12-13-2022
- 29. Park & Recreation Commission - Application - L Ollila

**RESULT:**

**INFORMATIONAL - NO ACTION TAKEN**

**2023 APPOINTMENTS TO ITASCA COUNTY BOARDS/COMMITTEES/COMMISSIONS  
ADVERTISED FOR THESE VACANCIES WORKSHEET**

| <b><u>BOARD/COMMITTEE/COMMISSION</u></b> | <b><u>APPOINTEE</u></b>          | <b><u>DISTRICT REQUIREMENT</u></b> | <b><u>TERM</u></b>      |
|------------------------------------------|----------------------------------|------------------------------------|-------------------------|
| Bowstring Airport Commission             | (no applications received)       | N/A                                | 01/01/2022 – 12/31/2024 |
|                                          | Mark Mathisen                    | N/A                                | 01/01/2023 – 12/31/2025 |
| Extension Committee                      | (no applications received)       | N/A                                | 01/01/2021 – 12/31/2023 |
|                                          | Jill Ortloff                     | N/A                                | 01/01/2022 – 12/31/2024 |
|                                          | David Hayes                      | N/A                                | 01/01/2023 – 12/31/2025 |
|                                          | R.D. (Doug) Learmont             | N/A                                | 01/01/2023 – 12/31/2025 |
| Housing & Redevelopment Authority        | Tim Johnson                      | Based on Geo Area                  | 01/01/2023 – 12/31/2027 |
| Nursing Home Board                       | Austin Rohling                   | N/A                                | 01/01/2022 – 12/31/2023 |
|                                          | (consider appointment at Org/WS) | N/A                                | 01/01/2023 – 12/31/2024 |
| Park & Recreation Commission             | (no applications received)       | District #1                        | 01/01/2021 – 12/31/2023 |
|                                          | Deanna Ensley                    | District #2                        | 01/01/2023 – 12/31/2025 |
|                                          | (no applications received)       | District #3                        | 01/01/2022 – 12/31/2024 |
|                                          | (no applications received)       | District #4                        | 01/01/2023 – 12/31/2025 |
|                                          | Les Ollila                       | At-Large                           | 01/01/2023 – 12/31/2025 |
|                                          | (no applications received)       | At-Large                           | 01/01/2023 – 12/31/2025 |
| Personnel Board of Appeals               | (no applications received)       | N/A                                | 01/01/2022 – 12/31/2024 |
|                                          | (no applications received)       | N/A                                | 01/01/2023 – 12/31/2025 |
| Planning Commission/Board of Adjustment  | Mike Oja                         | District #5                        | 01/01/2023 – 12/31/2025 |
| Sheriff Civil Service Commission         | (no applications received)       | N/A                                | 01/01/2023 – 12/31/2025 |
| Tri-County Community Health Board        | Elizabeth (Betsy) Johnson        | N/A                                | 01/01/2023 – 12/31/2025 |
|                                          | Lester Kachinske                 | N/A                                | 01/01/2023 – 12/31/2025 |
| Water Plan Implementation Committee      | (no applications received)       | District #1                        | 01/01/2023 – 12/31/2026 |
|                                          | (no applications received)       | At-Large                           | 01/01/2020 – 12/31/2023 |

|                                                | <u>No. of<br/>Openings</u>                                                                                                                                                                                                                                                                                                                                                                                                               | <u>District<br/>Requirement</u> | <u>Term</u>             |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <b><u>BOWSTRING AIRPORT<br/>COMMISSION</u></b> | 1                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                             | 01/01/2022 - 12/31/2024 |
|                                                | 1                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                             | 01/01/2023 - 12/31/2025 |
| FUNCTION:                                      | To exercise authority and have power to delegate specific resolutions or ordinances duly adopted by the Commission. Also to maintain and service the airport as the Commission sees fit. To prepare and recommend to the County Board a proposed annual budget to carry out the commission's responsibilities as to the Bowstring Airport. To determine appropriate need for construction, enlargement, and improvement of said airport. |                                 |                         |
| QUALIFICATIONS:                                | Members need to be approved by the Airport Commissioners with a 2/3 vote and recommended to the County Board.                                                                                                                                                                                                                                                                                                                            |                                 |                         |
| COMPENSATION:                                  | Mileage                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                 |                         |

| <u>Name</u>   | <u>District Requirement</u> | <u>Incumbent</u> |
|---------------|-----------------------------|------------------|
| Mark Mathisen | N/A                         | Yes              |

|                                   | <u>No. of<br/>Openings</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <u>District<br/>Requirement</u> | <u>Term</u>             |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
|                                   | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 | 01/01/2021 - 12/31/2023 |
| <b><u>EXTENSION COMMITTEE</u></b> | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                             | 01/01/2022 - 12/31/2024 |
|                                   | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 | 01/01/2023 - 12/31/2025 |
| FUNCTION:                         | The University of Minnesota Extension Itasca County is an outreach arm of the University of Minnesota that provides research based education to people of all ages throughout the County, in cooperation with County, State, Federal and private partners. Extension's Mission is <i>"Making a difference by connecting community needs and University resources to address critical issues in Minnesota."</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                         |
| QUALIFICATIONS:                   | Resident of Itasca County; Commitment to regularly attend quarterly committee meetings; willingness to serve one three-year term (preferred but not mandated); access to e-mail for committee mailings (preferred but not mandated); interest in educational programs offered by Extension.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                 |                         |
| DESCRIPTION OF WORK               | <ul style="list-style-type: none"> <li>* Work with the Extension Regional Director to identify local citizen needs and match those needs to local and regional Extension programs.</li> <li>* Identify potential needs for local Extension education efforts and work with stakeholders funding sources for local Extension programming.</li> <li>* Hire local Extension educational staff using University of Minnesota hiring practices and a search committee that includes County Extension committee members.</li> <li>* Review local Extension staff yearly work plan to jointly identify program outcomes that best serve citizen needs.</li> <li>* Provide oversight to local Extension office budget development and present budget to the County Board of Commissioners.</li> <li>* Assist in promoting and marketing Extension programs throughout the County.</li> </ul> |                                 |                         |
| COMPENSATION:                     | Mileage; expenses for out-of-town trips.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                         |

| <u>Name</u>          | <u>District Requirement</u> | <u>Incumbent</u> |
|----------------------|-----------------------------|------------------|
| David Hayes          | N/A                         | Yes              |
| R.D. (Doug) Learmont | N/A                         | Yes              |
| Jill Ortloff         | N/A                         | No               |

|                                                           | <u>No. of<br/>Openings</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>District<br/>Requirement</u> | <u>Term</u>             |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <b><u>HOUSING AND<br/>REDEVELOPMENT<br/>AUTHORITY</u></b> | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Based on Geographical Area      | 01/01/2023 - 12/31/2027 |
| FUNCTION:                                                 | Commissioners serve as the governing officers of the HRA, which functions as a developer, landlord, and administrator of local, state and federal housing programs. Commissioners provide leadership, adopt policies governing the operations of the HRA, and ensure that HRA programs operate within the law and according to regulation. Commissioners establish goals to address housing needs in Itasca County to ensure the availability of decent, safe and affordable housing. |                                 |                         |
| QUALIFICATIONS:                                           | Resident of Itasca County: membership is based on a geographical basis; knowledgeable in housing needs of the county.                                                                                                                                                                                                                                                                                                                                                                 |                                 |                         |
| COMPENSATION:                                             | Mileage; \$75.00 per diem.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                         |

| <u>Name</u> | <u>District Requirement</u> | <u>Incumbent</u> |
|-------------|-----------------------------|------------------|
| Tim Johnson | Based on Geo Area           | Yes              |



|                                  | <u>No. of<br/>Openings</u>                                                                                                                                     | <u>District<br/>Requirement</u> | <u>Term</u>             |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <b><u>NURSING HOME BOARD</u></b> | 1                                                                                                                                                              | N/A                             | 01/01/2022 - 12/31/2023 |
|                                  | 1                                                                                                                                                              | N/A                             | 01/01/2023 - 12/31/2024 |
| FUNCTION:                        | Board-level management and direction of the Itasca Nursing Home d.b.a. Grand Village and responsibility for all matters relating thereto.                      |                                 |                         |
| QUALIFICATIONS:                  | An interest in Itasca Nursing Home d.b.a. Grand Village and the health care delivery of Itasca County. Must be a county resident and at least 21 years of age. |                                 |                         |
| COMPENSATION:                    | \$100.00 per diem, plus mileage.                                                                                                                               |                                 |                         |

| <u>Name</u>   | <u>District Requirement</u> | <u>Incumbent</u> |
|---------------|-----------------------------|------------------|
| Aimee Johnson | N/A                         | Yes              |
| Leo Trunt     | N/A                         | No               |

|                                                  | <b><u>No. of<br/>Openings</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b><u>District<br/>Requirement</u></b> | <b><u>Term</u></b>      |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------|
|                                                  | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | #1                                     | 01/01/2021 - 12/31/2023 |
|                                                  | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | #2                                     | 01/01/2023 - 12/31/2025 |
| <b><u>PARK AND RECREATION<br/>COMMISSION</u></b> | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | #3                                     | 01/01/2022 - 12/31/2024 |
|                                                  | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | #4                                     | 01/01/2023 - 12/31/2025 |
|                                                  | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | At-Large                               | 01/01/2023 - 12/31/2025 |
| FUNCTION:                                        | 1. To serve as an advisory body providing recommendations to the County Commissioners and Park and Recreation Director on matters pertaining to the planning, programming, prioritizing, evaluating and funding of park and recreation facilities and programs.<br>2. To serve as a coordinating body for the recreation needs of all citizens.<br>3. To encourage and promote development of recreation facilities and services.<br>4. To work together with public land managers. |                                        |                         |
| QUALIFICATIONS:                                  | Resident of Itasca County; interested in and/or knowledgeable of resource-related recreational activities of the County and/or in the economic impact of recreational activities on Itasca County.                                                                                                                                                                                                                                                                                  |                                        |                         |
| COMPENSATION:                                    | Mileage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |                         |

| <b><u>Name</u></b> | <b><u>District Requirement</u></b> | <b><u>Incumbent</u></b> |
|--------------------|------------------------------------|-------------------------|
| Deanna Ensley      | #4                                 | Yes                     |

|                                       | <u>No. of<br/>Openings</u>                                                                                                                                                                                                                                         | <u>District<br/>Requirement</u> | <u>Term</u>             |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <u>PERSONNEL BOARD OF<br/>APPEALS</u> | 1                                                                                                                                                                                                                                                                  | N/A                             | 01/01/2023 - 12/31/2025 |
|                                       | 1                                                                                                                                                                                                                                                                  | N/A                             | 01/01/2022 - 12/31/2024 |
| FUNCTION:                             | Make findings and report to the Board of Commissioners on written appeals regarding Itasca County personnel administration and filed by an applicant, employee, or appointing authority; establish procedures for methods and timetables for appeals to the Board. |                                 |                         |
| QUALIFICATIONS:                       | Be a resident of Itasca County; shall not hold county office or be a candidate for a county office; not be an employee of the county.                                                                                                                              |                                 |                         |
| COMPENSATION:                         | \$25.00 per diem, plus mileage.                                                                                                                                                                                                                                    |                                 |                         |

| <u>Name</u> | <u>District Requirement</u> | <u>Incumbent</u> |
|-------------|-----------------------------|------------------|
|-------------|-----------------------------|------------------|

|                                                                   | <u>No. of<br/>Openings</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>District<br/>Requirement</u> | <u>Term</u>             |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <b><u>PLANNING COMMISSION<br/>AND BOARD OF<br/>ADJUSTMENT</u></b> | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | #5                              | 01/01/2023 - 12/31/2025 |
| FUNCTION:                                                         | Responsible for implementing Itasca County Ordinance relative to holding public hearings before any zoning ordinance text amendment, zoning map amendment, conditional use permit/ revocation, preliminary planned unit development application, preliminary subdivision, variance or other appeal(s) may be approved or recommended for approval. Monthly or semi-monthly site inspections/hearings.                                                                                                                                                                                                                                   |                                 |                         |
| QUALIFICATIONS:                                                   | Resident of Itasca County.<br>Not a current elected officer of the County nor any employee of the Board of Commissioners.<br>During two years prior to appointment, said member shall not have received a substantial portion of his income from business operations involving the development of land within the County.<br>At least two regular members shall reside in the unincorporated area of the County.<br>Knowledge and interest of county functions.<br>Background in community related services.<br>Ability to make on-site inspections.<br>(Complete Job Description is on file in Coordinator/Human Resource Department.) |                                 |                         |
| COMPENSATION:                                                     | Per diem plus mileage for planning commission meetings, committee meetings and site inspections. (Rate established by County Board.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                         |

|                    |                                    |                         |
|--------------------|------------------------------------|-------------------------|
| <b><u>Name</u></b> | <b><u>District Requirement</u></b> | <b><u>Incumbent</u></b> |
| Mike Oja           | #5                                 | Yes                     |

|                                                    | <u>No. of<br/>Openings</u>                                                                                                                                                                                                                | <u>District<br/>Requirement</u> | <u>Term</u>             |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <b><u>SHERIFF CIVIL SERVICE<br/>COMMISSION</u></b> | 1                                                                                                                                                                                                                                         | N/A                             | 01/01/2023 - 12/31/2025 |
| FUNCTION:                                          | To adhere to the rules of the Sheriff Civil Service Commission; to recommend changes to the rules for approval by the County Board; and assist with review of employee recruitment and retention strategies for the Sheriff's Department. |                                 |                         |
| QUALIFICATIONS:                                    | Resident of Itasca County; cannot hold a public office except as a Notary Public, nor serve on any state or county board.                                                                                                                 |                                 |                         |
| COMPENSATION:                                      | Mileage.                                                                                                                                                                                                                                  |                                 |                         |

Name

District Requirement

Incumbent

|                                                         | <u>No. of<br/>Openings</u>                                                                                                                                                   | <u>District<br/>Requirement</u> | <u>Term</u>             |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <b><u>TRI-COUNTY<br/>COMMUNITY HEALTH<br/>BOARD</u></b> | 2                                                                                                                                                                            | N/A                             | 01/01/2023 - 12/31/2025 |
| FUNCTION:                                               | Determine policies, programming, and funding to prevent, promote, and protect the health of the population                                                                   |                                 |                         |
| QUALIFICATIONS:                                         | The members shall be lay members representative of the people in the community and shall include at least one person who is not a member of a county board of commissioners. |                                 |                         |
| COMPENSATION:                                           | \$60.00 per Health Board meeting plus mileage.                                                                                                                               |                                 |                         |

| <u>Name</u>               | <u>District Requirement</u> | <u>Incumbent</u> |
|---------------------------|-----------------------------|------------------|
| Elizabeth (Betsy) Johnson | N/A                         | Yes              |
| Lester Kachinske          | N/A                         | Yes              |
| Leo Trunt                 | N/A                         | No               |

|                       | <u>No. of<br/>Openings</u>                                                                                                                                                                                                                                                                                                                                                   | <u>District<br/>Requirement</u> | <u>Term</u>             |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|
| <u>WATER PLAN</u>     | 1                                                                                                                                                                                                                                                                                                                                                                            | #1                              | 01/01/2023 - 12/31/2026 |
| <u>IMPLEMENTATION</u> | 1                                                                                                                                                                                                                                                                                                                                                                            | At-Large                        | 01/01/2020 - 12/31/2023 |
| <u>COMMITTEE</u>      |                                                                                                                                                                                                                                                                                                                                                                              |                                 |                         |
| FUNCTION:             | To provide direction and oversight to the Itasca County Water Plan. Meets quarterly; and more frequently as needed.                                                                                                                                                                                                                                                          |                                 |                         |
| QUALIFICATIONS:       | One member is appointed by the County Board from each County Commissioner District, plus one member from each of the following interested groups: Planning Commission, Township Officers Association, Soil and Water Conservation District, Coalition of Lake Associations, Conservation Group (Isaac Walton or Audubon or other), and two Itasca County At-Large positions. |                                 |                         |
| COMPENSATION:         | Per Diem, mileage and expenses.                                                                                                                                                                                                                                                                                                                                              |                                 |                         |

| <u>Name</u> | <u>District Requirement</u> | <u>Incumbent</u> |
|-------------|-----------------------------|------------------|
|-------------|-----------------------------|------------------|



**TENTATIVE  
2023 APPOINTMENTS  
REPRESENTATIVE APPOINTEES**

| <b><u>APPOINTMENT</u></b>                                          | <b><u>APPOINTEE/REPRESENTS</u></b>                                                                                                                                                                                                                                                              | <b><u>TERM</u></b>                 |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Park & Recreation<br>Commission                                    | (Michelle Heiker)/U.S. Forest Service (USFS) – Kenneth Hansen<br>(Kacie Stanek)/Minnesota Department of Natural Resources (DNR) – Kacie Stanek                                                                                                                                                  | Ex-Officio                         |
| Planning<br>Commission/Board of<br>Adjustment (PC/BoA)<br>Advisory | (Candi Fuller)/Natural Resource Conservation Service (NRCS) – Candi Fuller<br>(Andy Arens)/Soil & Water Conservation District (SWCD) – Andy Arens<br>(Luke Skarlupka)/U.S. Forest Service (USFS) – Awaiting Response<br>(Rian Reed)/Minnesota Department of Natural Resources (DNR) – Rian Reed | Indefinite, but Reaffirm<br>Yearly |
| Water Plan<br>Implementation<br>Committee (WPIC)                   | (Harold Goetzman)/Itasca Lakes Coalition – Harold Goetzman                                                                                                                                                                                                                                      | Four-Year                          |

# In-House Appointments

Thursday, December 8, 2022

| Committee Or Office                                | Appointee                        | First Name | Last Name  | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date          |
|----------------------------------------------------|----------------------------------|------------|------------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
| <b>Americans with Disabilities Act Coordinator</b> |                                  |            |            |                      |                    |                                 |                |                          |
|                                                    | County Administrator             | Brett      | Skyles     |                      |                    | Indefinite                      | 9 /22/1992     | Indefinite               |
| <b>Arrowhead Counties Association (ACA)</b>        |                                  |            |            |                      |                    |                                 |                |                          |
|                                                    | Alternate                        | Burl       | Ives       |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | Full Board                       | Leo        | Trunt      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Association of Minnesota Counties (AMC)</b>     |                                  |            |            |                      |                    |                                 |                |                          |
|                                                    | Auditor/Treasurer                | Jeff       | Walker     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | County Administrator             | Brett      | Skyles     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | Full Board                       | Ben        | DeNucci    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | Full Board                       | Burl       | Ives       |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | Full Board                       | Terry      | Snyder     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | Full Board                       | Davin      | Tinquist   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | Full Board                       | Leo        | Trunt      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                    | Health & Human Services Director | Eric       | Villeneuve |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Bigfork Airport Zoning Board (Joint)</b>        |                                  |            |            |                      |                    |                                 |                |                          |
|                                                    |                                  | Michael    | Bellomy    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022               |
|                                                    |                                  | Dan        | Swenson    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022               |
| <b>Bigfork River Board</b>                         |                                  |            |            |                      |                    |                                 |                |                          |
|                                                    |                                  | Davin      | Tinquist   | #1                   |                    | Indefinite                      | 1 /1 /2015     | Eligible Term 12/31/2022 |

| Committee Or Office                                             | Appointee                                                        | First Name | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date          |
|-----------------------------------------------------------------|------------------------------------------------------------------|------------|-----------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
| <b>Board Parliamentarian</b>                                    |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 | County Administrator                                             | Brett      | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
| <b>Children's Justice Initiative (CJI)</b>                      |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 | Chair                                                            | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Classification Committee - Ownership Management of Lands</b> |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 | Land Commissioner                                                | Kory       | Cease     |                      |                    | Indefinite; Ex-Officio          | 9 /24/2002     | Indefinite; Ex-Officio   |
| <b>Coroner</b>                                                  |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 |                                                                  | Michael    | Baich     |                      |                    | Four-Year                       | 1 /1 /2019     | 12/31/2022               |
| <b>Emergency Food and Shelter Program Board</b>                 |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 | Chair                                                            | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Emergency Management Director - Deputy</b>                   |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 | Chair                                                            | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Extension Committee</b>                                      |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 |                                                                  | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Chair or his/her delegate                                        | Davin      | Tinquist  |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Fairgrounds Park Committee</b>                               |                                                                  |            |           |                      |                    |                                 |                |                          |
|                                                                 |                                                                  | Leo        | Trunt     | #3                   |                    | Indefinite                      | 2 /24/2015     | Eligible Term 12/31/2022 |
|                                                                 | County Administrator                                             | Brett      | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                 | Land Commissioner/Park & Recreation Director or her/her designee | Kory       | Cease     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |

| Committee Or Office                                        | Appointee                             | First Name | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date |
|------------------------------------------------------------|---------------------------------------|------------|-----------|----------------------|--------------------|---------------------------------|----------------|-----------------|
| <b>Grand Rapids/Itasca County Cooperating Committee</b>    |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            | County Administrator                  | Brett      | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022      |
| <b>Indian Affairs Task Force (IATF)</b>                    |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            | Alternate/District #1 Commissioner    | Davin      | Tinquist  | #1                   |                    | One-Year                        | 1 /1 /2022     | 12/31/2022      |
|                                                            | Chair                                 | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022      |
|                                                            | Vice-Chair                            | Leo        | Trunt     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022      |
| <b>Itasca Community College General Advisory Committee</b> |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            |                                       | Lynn       | Hart      |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022      |
| <b>Laurentian RC&amp;D Council</b>                         |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            |                                       | Ben        | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022      |
|                                                            | Alternate/Vice-Chair                  | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022      |
| <b>Law Library Board</b>                                   |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            | Chair                                 | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022      |
| <b>Minnesota Counties Intergovernmental Trust (MCIT)</b>   |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            | Chair                                 | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022      |
| <b>Minnesota Forest Resources Partnership (MFRP)</b>       |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            | Land Commissioner or his/her designee | Kory       | Cease     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022      |
| <b>Mississippi Headwaters Advisory Committee</b>           |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            |                                       | Dan        | Swenson   |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022      |
| <b>Mississippi Headwaters Board</b>                        |                                       |            |           |                      |                    |                                 |                |                 |
|                                                            |                                       | Davin      | Tinquist  |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022      |
|                                                            | 1st Alternate                         | Terry      | Snyder    |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022      |

| Committee Or Office                                                  | Appointee                          | First Name | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date          |
|----------------------------------------------------------------------|------------------------------------|------------|-----------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
|                                                                      | 2nd Alternate                      | Burl       | Ives      |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022               |
| <b>MN Counties Information System Board</b>                          |                                    |            |           |                      |                    |                                 |                |                          |
|                                                                      | Auditor/Treasurer (Alternate)      | Jeff       | Walker    |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022               |
|                                                                      | County Assessor                    | Amber      | Peratalo  |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022               |
| <b>NE MN Office of Job Training</b>                                  |                                    |            |           |                      |                    |                                 |                |                          |
|                                                                      |                                    | Burl       | Ives      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                      | Alternate                          | Ben        | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Northeast Minnesota Area Transportation Partnership (NEMNATP)</b> |                                    |            |           |                      |                    |                                 |                |                          |
|                                                                      |                                    | Davin      | Tinquist  |                      |                    | Indefinite, but Reaffirm Yearly | 2 /13/2018     | 12/31/2022               |
|                                                                      | Alternate                          | Ben        | DeNucci   |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2021     | 12/31/2022               |
| <b>Northeast Minnesota HOME Consortium Joint Powers Board</b>        |                                    |            |           |                      |                    |                                 |                |                          |
|                                                                      | KOOTASCA Housing & Energy Director |            |           |                      |                    | Indefinite                      | 1 /28/1992     | Indefinite               |
| <b>Northern Counties Land Use Coordinating Board (NCLUCB)</b>        |                                    |            |           |                      |                    |                                 |                |                          |
|                                                                      | Alternate                          | Ben        | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                      | Chair or his/her delegate          | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Noxious Weed Appeal Committee</b>                                 |                                    |            |           |                      |                    |                                 |                |                          |
|                                                                      |                                    |            | Vacant    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022 (Vacant)      |
| <b>Nursing Home Board</b>                                            |                                    |            |           |                      |                    |                                 |                |                          |
|                                                                      | Full Board                         | Ben        | DeNucci   |                      |                    | Eligible Term                   | 10/28/1990     | Eligible Term 12/31/2022 |
|                                                                      | Full Board                         | Davin      | Tinquist  |                      |                    | Eligible Term                   | 1 /1 /2011     | Eligible Term 12/31/2022 |

| Committee Or Office                                     | Appointee                                       | First Name | Last Name  | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date             |
|---------------------------------------------------------|-------------------------------------------------|------------|------------|----------------------|--------------------|---------------------------------|----------------|-----------------------------|
|                                                         | Full Board                                      | Leo        | Trunt      |                      |                    | Eligible Term                   | 1 /1 /2011     | Eligible Term<br>12/31/2022 |
| <b>Park &amp; Recreation Commission</b>                 |                                                 |            |            |                      |                    |                                 |                |                             |
|                                                         | Land Commissioner or his/her designee           | Kory       | Cease      |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
| <b>Planning Commission/Board of Adjustment (PC/BoA)</b> |                                                 |            |            |                      |                    |                                 |                |                             |
|                                                         | Environmental Services Administrator/Ex-Officio | Dan        | Swenson    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
|                                                         | Surveyor/Ex-Officio                             | Guy        | Carlson    |                      |                    | Indefinite, but Reaffirm Yearly | 8 /9 /2016     | 12/31/2022                  |
| <b>Regional Railroad Authority</b>                      |                                                 |            |            |                      |                    |                                 |                |                             |
|                                                         | Full Board                                      | Ben        | DeNucci    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
|                                                         | Full Board                                      | Burl       | Ives       |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
|                                                         | Full Board                                      | Terry      | Snyder     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
|                                                         | Full Board                                      | Davin      | Tinquist   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
|                                                         | Full Board                                      | Leo        | Trunt      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
| <b>Risk Management Commission</b>                       |                                                 |            |            |                      |                    |                                 |                |                             |
|                                                         | County Administrator                            | Brett      | Skyles     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
|                                                         | Facilities Maintenance Manager                  | Randy      | Washburn   |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
|                                                         | Health & Human Services Director                | Eric       | Villeneuve |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
|                                                         | Human Resources Director                        | Lynn       | Hart       |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
|                                                         | Land Commissioner                               | Kory       | Cease      |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
|                                                         | Nursing Home Administrator                      |            |            |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |

| Committee Or Office                                                     | Appointee                             | First Name | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date          |
|-------------------------------------------------------------------------|---------------------------------------|------------|-----------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
|                                                                         | Risk/Safety Manager                   | Duane      | Dockter   |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
| <b>Step 3 Grievance Committee</b>                                       |                                       |            |           |                      |                    |                                 |                |                          |
|                                                                         |                                       | Ben        | DeNucci   |                      | Commissioner       | Eligible Term                   | 1 /1 /2018     | Eligible Term 12/31/2022 |
|                                                                         |                                       | Davin      | Tinquist  |                      | Commissioner       | Eligible Term                   | 8 /27/2013     | Eligible Term 12/31/2022 |
|                                                                         | County Administrator                  | Brett      | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
| <b>Tri-County Community Health Board</b>                                |                                       |            |           |                      |                    |                                 |                |                          |
|                                                                         |                                       | Leo        | Trunt     |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
| <b>Upper Mississippi Headwaters One Watershed/One Plan (UMHW 1W/1P)</b> |                                       |            |           |                      |                    |                                 |                |                          |
|                                                                         | Alternate                             | Leo        | Trunt     |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Eligible Term 12/31/2022 |
|                                                                         | Delegate                              | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Eligible Term 12/31/2022 |
| <b>Western Mesabi Mine Planning Board (WMMPB)</b>                       |                                       |            |           |                      |                    |                                 |                |                          |
|                                                                         |                                       | Leo        | Trunt     |                      |                    | Eligible Term                   | 1 /1 /2015     | Eligible Term 12/31/2022 |
|                                                                         | Land Commissioner or his/her designee | Kory       | Cease     |                      |                    | Eligible Term                   | 3 /13/2018     | Eligible Term 12/31/2022 |

# Committees/Commissions/Boards - Current Listing

Thursday, December 8, 2022

| Committee Or Office                                                         | Appointee | First Name | Last Name | District Requirement | Representative For | Term                           | Effective Date | Expiration Date         |
|-----------------------------------------------------------------------------|-----------|------------|-----------|----------------------|--------------------|--------------------------------|----------------|-------------------------|
| <b>AEOA Board of Directors</b>                                              |           |            |           |                      |                    |                                |                |                         |
|                                                                             |           | Ben        | DeNucci   |                      |                    | Five-Year                      | 1 /1 /2019     | Elected Term 12/31/2022 |
| <b>AMC District II Environment &amp; Natural Resources Policy Committee</b> |           |            |           |                      |                    |                                |                |                         |
|                                                                             |           | Terry      | Snyder    |                      |                    | Indefinite, as long as elected | 1 /1 /2017     | Elected Term 12/31/2024 |
| <b>AMC District II General Government Policy Committee</b>                  |           |            |           |                      |                    |                                |                |                         |
|                                                                             |           | Leo        | Trunt     |                      |                    | Indefinite, as long as elected | 1 /1 /2019     | Elected Term 12/31/2022 |
| <b>AMC District II Health &amp; Human Services Policy Committee</b>         |           |            |           |                      |                    |                                |                |                         |
|                                                                             |           | Burl       | Ives      |                      |                    | Indefinite, as long as elected | 1 /1 /2017     | Elected Term 12/31/2024 |
| <b>AMC District II Public Safety Policy Committee</b>                       |           |            |           |                      |                    |                                |                |                         |
|                                                                             |           | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected | 1 /1 /2019     | Elected Term 12/31/2022 |
| <b>AMC District II Transportation Policy Committee</b>                      |           |            |           |                      |                    |                                |                |                         |
|                                                                             |           | Ben        | DeNucci   |                      |                    | Indefinite, as long as elected | 1 /1 /2019     | Elected Term 12/31/2022 |
| <b>Americans with Disabilities Act Coordinator</b>                          |           |            |           |                      |                    |                                |                |                         |
| County Administrator                                                        |           | Brett      | Skyles    |                      |                    | Indefinite                     | 9 /22/1992     | Indefinite              |
| <b>ARDC - Full Commission</b>                                               |           |            |           |                      |                    |                                |                |                         |
|                                                                             |           | Leo        | Trunt     |                      |                    | Three-Year                     | 1 /1 /2022     | 12/31/2024              |
| <b>Arrowhead Counties Association (ACA)</b>                                 |           |            |           |                      |                    |                                |                |                         |
| Alternate                                                                   |           | Burl       | Ives      |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022              |
| Full Board                                                                  |           | Leo        | Trunt     |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022              |



| Committee Or Office                                             | Appointee                        | First Name | Last Name  | District Requirement | Representative For | Term                            | Effective Date | Expiration Date          |
|-----------------------------------------------------------------|----------------------------------|------------|------------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
| <b>Arrowhead Library Board</b>                                  |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 |                                  | Steven     | Daigle     |                      |                    | Three-Year                      | 1 /1 /2021     | 12/31/2023               |
| <b>Association of Minnesota Counties (AMC)</b>                  |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 | Full Board                       | Ben        | DeNucci    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Full Board                       | Burl       | Ives       |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | County Administrator             | Brett      | Skyles     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Full Board                       | Terry      | Snyder     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Full Board                       | Davin      | Tinquist   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Full Board                       | Leo        | Trunt      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Health & Human Services Director | Eric       | Villeneuve |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Auditor/Treasurer                | Jeff       | Walker     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Bigfork Airport Zoning Board (Joint)</b>                     |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 |                                  | Michael    | Bellomy    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022               |
|                                                                 |                                  | Dan        | Swenson    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022               |
| <b>Bigfork River Board</b>                                      |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 |                                  | Ted        | Lovdahl    |                      |                    | Indefinite, but Reaffirm Yearly | 3 /26/2002     | 12/31/2022               |
|                                                                 |                                  | Terry      | Snyder     | #2                   |                    | Indefinite                      | 1 /1 /2017     | Eligible Term 12/31/2024 |
|                                                                 |                                  | Davin      | Tinquist   | #1                   |                    | Indefinite                      | 1 /1 /2015     | Eligible Term 12/31/2022 |
| <b>Blackduck EMS Special Taxing District Board of Directors</b> |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 | #2 Commissioner                  | Terry      | Snyder     |                      |                    | Indefinite, as long as elected  | 1 /1 /2013     | Elected Term 12/31/2024  |
|                                                                 | #1 Commissioner                  | Davin      | Tinquist   |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |

| Committee Or Office                                             | Appointee            | First Name | Last Name | District Requirement | Representative For | Term                            | Effective Date | Expiration Date         |
|-----------------------------------------------------------------|----------------------|------------|-----------|----------------------|--------------------|---------------------------------|----------------|-------------------------|
| <b>Board Parliamentarian</b>                                    |                      |            |           |                      |                    |                                 |                |                         |
|                                                                 | County Administrator | Brett      | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
| <b>Bowstring Airport Commission</b>                             |                      |            |           |                      |                    |                                 |                |                         |
|                                                                 |                      | Mark       | Mathisen  |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022              |
|                                                                 |                      | Greg       | Miller    |                      |                    | Three-Year                      | 1 /1 /2021     | 12/31/2023              |
|                                                                 |                      | Kenneth    | Reichert  |                      |                    | Three-Year                      | 1 /1 /2022     | 12/31/2024              |
|                                                                 |                      | Christine  | Schultz   |                      |                    | Three-Year                      | 4 /12/2022     | 12/31/2024              |
|                                                                 |                      |            | Vacant    |                      |                    | Three-Year                      | 1 /1 /2022     | 12/31/2024 (Vacant)     |
| <b>Children's Justice Initiative (CJI)</b>                      |                      |            |           |                      |                    |                                 |                |                         |
|                                                                 | Chair                | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Classification Committee - Ownership Management of Lands</b> |                      |            |           |                      |                    |                                 |                |                         |
|                                                                 | Land Commissioner    | Kory       | Cease     |                      |                    | Indefinite; Ex-Officio          | 9 /24/2002     | Indefinite; Ex-Officio  |
|                                                                 | Full Board           | Ben        | DeNucci   |                      |                    | Indefinite, as long as elected  | 9 /28/2004     | Elected Term 12/31/2022 |
|                                                                 | Full Board           | Burl       | Ives      |                      |                    | Indefinite, as long as elected  | 1 /1 /2017     | Elected Term 12/31/2024 |
|                                                                 | Full Board           | Terry      | Snyder    |                      |                    | Indefinite, as long as elected  | 1 /1 /2013     | Elected Term 12/31/2024 |
|                                                                 | Full Board           | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022 |
|                                                                 | Full Board           | Leo        | Trunt     |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022 |
| <b>Coroner</b>                                                  |                      |            |           |                      |                    |                                 |                |                         |
|                                                                 |                      | Michael    | Baich     |                      |                    | Four-Year                       | 1 /1 /2019     | 12/31/2022              |

| Committee Or Office                             | Appointee                                                        | First Name   | Last Name | District Requirement | Representative For | Term                            | Effective Date | Expiration Date          |
|-------------------------------------------------|------------------------------------------------------------------|--------------|-----------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
| <b>Emergency Food and Shelter Program Board</b> |                                                                  |              |           |                      |                    |                                 |                |                          |
|                                                 | Chair                                                            | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Emergency Management Director</b>            |                                                                  |              |           |                      |                    |                                 |                |                          |
|                                                 | Sheriff                                                          | Victor (Vic) | Williams  |                      |                    | Indefinite                      | 1 /1 /2015     | Elected Term 12/31/2022  |
| <b>Emergency Management Director - Deputy</b>   |                                                                  |              |           |                      |                    |                                 |                |                          |
|                                                 | Chair                                                            | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Extension Committee</b>                      |                                                                  |              |           |                      |                    |                                 |                |                          |
|                                                 |                                                                  | Mike         | Aultman   |                      |                    | Three-Year                      | 1 /1 /2021     | 12/31/2023               |
|                                                 |                                                                  | David        | Hayes     |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
|                                                 |                                                                  | Conley       | Janssen   |                      |                    | Three-Year                      | 1 /1 /2022     | 12/31/2024               |
|                                                 |                                                                  | R.D. (Doug)  | Learmont  |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
|                                                 |                                                                  | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                 | Chair or his/her delegate                                        | Davin        | Tinquist  |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                 |                                                                  |              | Vacant    |                      |                    | Three-Year                      | 1 /1 /2021     | 12/31/2023 (Vacant)      |
|                                                 |                                                                  |              | Vacant    |                      |                    | Three-Year                      | 3 /8 /2022     | 12/31/2024 (Vacant)      |
|                                                 | Auditor/Treasurer                                                | Jeff         | Walker    |                      |                    | Indefinite, as long as elected  |                | Elected Term 12/31/2022  |
| <b>Fairgrounds Park Committee</b>               |                                                                  |              |           |                      |                    |                                 |                |                          |
|                                                 | Land Commissioner/Park & Recreation Director or her/her designee | Kory         | Cease     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                 | County Administrator                                             | Brett        | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                 |                                                                  | Terry        | Snyder    | #2                   |                    | Indefinite                      | 2 /24/2015     | Eligible Term 12/31/2024 |
|                                                 |                                                                  | Leo          | Trunt     | #3                   |                    | Indefinite                      | 2 /24/2015     | Eligible Term 12/31/2022 |

| Committee Or Office                                           | Appointee            | First Name | Last Name | District Requirement       | Representative For          | Term                            | Effective Date | Expiration Date         |
|---------------------------------------------------------------|----------------------|------------|-----------|----------------------------|-----------------------------|---------------------------------|----------------|-------------------------|
| <b>Grand Rapids/Itasca County Cooperating Committee</b>       |                      |            |           |                            |                             |                                 |                |                         |
|                                                               | County Administrator | Brett      | Skyles    |                            |                             | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
|                                                               | #2 Commissioner      | Terry      | Snyder    |                            |                             | Indefinite, as long as elected  | 1 /1 /2013     | Elected Term 12/31/2024 |
|                                                               | #3 Commissioner      | Leo        | Trunt     |                            |                             | Indefinite, as long as elected  | 1 /1 /2013     | Elected Term 12/31/2022 |
| <b>Highway 169 Completion Coalition</b>                       |                      |            |           |                            |                             |                                 |                |                         |
|                                                               |                      | Ben        | DeNucci   |                            |                             | Indefinite, as long as elected  | 4 /28/2009     | Elected Term 12/31/2022 |
|                                                               |                      | Leo        | Trunt     |                            |                             | Indefinite, as long as elected  | 1 /1 /2013     | Elected Term 12/31/2022 |
| <b>Highway 169 Cross Range Study Advisory Committee (SAC)</b> |                      |            |           |                            |                             |                                 |                |                         |
|                                                               |                      | Ben        | DeNucci   |                            |                             | Indefinite, as long as elected  | 7 /5 /2022     | Elected Term 12/31/2022 |
|                                                               |                      | Leo        | Trunt     |                            |                             | Indefinite, as long as elected  | 7 /5 /2022     | Elected Term 12/31/2022 |
| <b>Housing &amp; Redevelopment Authority</b>                  |                      |            |           |                            |                             |                                 |                |                         |
|                                                               |                      | Kathleen   | Blake     | Based on Geographical Area |                             | Five-Year                       | 1 /1 /2021     | 12/31/2025              |
|                                                               |                      | Edward     | Bolf      | Based on Geographical Area |                             | Five-Year                       | 1 /1 /2020     | 12/31/2024              |
|                                                               |                      | Patrick    | Casey     | Based on Geographical Area |                             | Five-Year                       | 1 /1 /2020     | 12/31/2024              |
|                                                               |                      | Leah       | Griffin   | Based on Geographical Area | Residents of Public Housing | Five-Year                       | 5 /10/2022     | 12/31/2025              |

| Committee Or Office                                                      | Appointee                          | First Name | Last Name | District Requirement       | Representative For                             | Term                            | Effective Date | Expiration Date         |
|--------------------------------------------------------------------------|------------------------------------|------------|-----------|----------------------------|------------------------------------------------|---------------------------------|----------------|-------------------------|
|                                                                          |                                    | Tim        | Johnson   | Based on Geographical Area |                                                | Five-Year                       | 1 /1 /2018     | 12/31/2022              |
|                                                                          |                                    | Barbara    | Sanderson | Based on Geographical Area |                                                | Five-Year                       | 1 /1 /2022     | 12/31/2026              |
|                                                                          |                                    | Leo        | Trunt     | Based on Geographical Area |                                                | Five-Year                       | 7 /12/2022     | 12/31/2023              |
| <b>Indian Affairs Task Force (IATF)</b>                                  |                                    |            |           |                            |                                                |                                 |                |                         |
|                                                                          | Chair                              | Terry      | Snyder    |                            |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                                          | Alternate/District #1 Commissioner | Davin      | Tinquist  | #1                         |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                                          | Vice-Chair                         | Leo        | Trunt     |                            |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Itasca Community College General Advisory Committee</b>               |                                    |            |           |                            |                                                |                                 |                |                         |
|                                                                          |                                    | Lynn       | Hart      |                            |                                                | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
| <b>Itasca Economic Development Corporation (IEDC) Board of Directors</b> |                                    |            |           |                            |                                                |                                 |                |                         |
|                                                                          |                                    | Burl       | Ives      |                            |                                                | Three-Year                      | 1 /1 /2021     | 12/31/2023              |
| <b>Itasca Waters</b>                                                     |                                    |            |           |                            |                                                |                                 |                |                         |
|                                                                          |                                    | Davin      | Tinquist  |                            |                                                | Indefinite, as long as elected  | 1 /1 /2014     | Elected Term 12/31/2022 |
| <b>Joint School/Public Library (Nashwauk)</b>                            |                                    |            |           |                            |                                                |                                 |                |                         |
|                                                                          | #5 Commissioner                    | Ben        | DeNucci   |                            | Commissioners/Unorganized Township in ISD #319 | Indefinite, as long as elected  | 1 /1 /1999     | Elected Term 12/31/2022 |
|                                                                          |                                    | Rochelle   | Marty     |                            |                                                | Indefinite, but Reaffirm Yearly | 4 /26/2016     | 12/31/2022              |
| <b>Laurentian RC&amp;D Council</b>                                       |                                    |            |           |                            |                                                |                                 |                |                         |
|                                                                          |                                    | Ben        | DeNucci   |                            |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |

| Committee Or Office                                      | Appointee                             | First Name   | Last Name | District Requirement | Representative For | Term                            | Effective Date | Expiration Date         |
|----------------------------------------------------------|---------------------------------------|--------------|-----------|----------------------|--------------------|---------------------------------|----------------|-------------------------|
|                                                          | Alternate/Vice-Chair                  | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Law Library Board</b>                                 |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          | Chair                                 | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Mine/Safety Inspector</b>                             |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          | Emergency Management Director         | Victor (Vic) | Williams  |                      |                    | Indefinite, as long as elected  | 1 /1 /2014     | Elected Term 12/31/2022 |
| <b>Minnesota Counties Intergovernmental Trust (MCIT)</b> |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          | Chair                                 | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                          | Auditor/Treasurer (Alternate)         | Jeff         | Walker    |                      |                    | Indefinite, as long as elected  | 1 /1 /2007     | Elected Term 12/31/2022 |
| <b>Minnesota Forest Resources Partnership (MFRP)</b>     |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          | Land Commissioner or his/her designee | Kory         | Cease     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
|                                                          |                                       | Davin        | Tinquist  |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022 |
| <b>Mississippi Headwaters Advisory Committee</b>         |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          |                                       | Dan          | Swenson   |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
| <b>Mississippi Headwaters Board</b>                      |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          | 2nd Alternate                         | Burl         | Ives      |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
|                                                          | 1st Alternate                         | Terry        | Snyder    |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
|                                                          |                                       | Davin        | Tinquist  |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
| <b>MN Counties Information System Board</b>              |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          | County Assessor                       | Amber        | Peratalo  |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
|                                                          | Auditor/Treasurer (Alternate)         | Jeff         | Walker    |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
| <b>NE MN Office of Job Training</b>                      |                                       |              |           |                      |                    |                                 |                |                         |
|                                                          | Alternate                             | Ben          | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |

| Committee Or Office                                                  | Appointee                          | First Name   | Last Name | District Requirement | Representative For | Term                            | Effective Date | Expiration Date          |
|----------------------------------------------------------------------|------------------------------------|--------------|-----------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
|                                                                      |                                    | Burl         | Ives      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Northeast Minnesota Area Transportation Partnership (NEMNATP)</b> |                                    |              |           |                      |                    |                                 |                |                          |
|                                                                      | Alternate                          | Ben          | DeNucci   |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2021     | 12/31/2022               |
|                                                                      |                                    | Davin        | Tinquist  |                      |                    | Indefinite, but Reaffirm Yearly | 2 /13/2018     | 12/31/2022               |
| <b>Northeast Minnesota Emergency Communications Board</b>            |                                    |              |           |                      |                    |                                 |                |                          |
|                                                                      |                                    | Davin        | Tinquist  |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
|                                                                      | 1st Alternate/Sheriff              | Victor (Vic) | Williams  |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
| <b>Northeast Minnesota HOME Consortium Joint Powers Board</b>        |                                    |              |           |                      |                    |                                 |                |                          |
|                                                                      | KOOTASCA Housing & Energy Director |              |           |                      |                    | Indefinite                      | 1 /28/1992     | Indefinite               |
|                                                                      |                                    | Ben          | DeNucci   |                      |                    | Indefinite, as long as elected  | 1 /26/1999     | Elected Term 12/31/2022  |
| <b>Northern Counties Land Use Coordinating Board (NCLUCB)</b>        |                                    |              |           |                      |                    |                                 |                |                          |
|                                                                      | Alternate                          | Ben          | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                      | Chair or his/her delegate          | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Noxious Weed Appeal Committee</b>                                 |                                    |              |           |                      |                    |                                 |                |                          |
|                                                                      |                                    | Leo          | Trunt     |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
|                                                                      |                                    |              | Vacant    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022 (Vacant)      |
| <b>Nursing Home Board</b>                                            |                                    |              |           |                      |                    |                                 |                |                          |
|                                                                      | Full Board                         | Ben          | DeNucci   |                      |                    | Eligible Term                   | 10/28/1990     | Eligible Term 12/31/2022 |
|                                                                      | Full Board                         | Burl         | Ives      |                      |                    | Eligible Term                   | 1 /1 /2021     | Eligible Term 12/31/2024 |
|                                                                      |                                    | Aimee        | Johnson   |                      |                    | Two-Year                        | 2 /23/2021     | 12/31/2022               |

| Committee Or Office | Appointee  | First Name | Last Name | District Requirement | Representative For | Term          | Effective Date | Expiration Date          |
|---------------------|------------|------------|-----------|----------------------|--------------------|---------------|----------------|--------------------------|
|                     | Full Board | Terry      | Snyder    |                      |                    | Eligible Term | 1 /1 /2021     | Eligible Term 12/31/2024 |
|                     | Full Board | Davin      | Tinquist  |                      |                    | Eligible Term | 1 /1 /2011     | Eligible Term 12/31/2022 |
|                     | Full Board | Leo        | Trunt     |                      |                    | Eligible Term | 1 /1 /2011     | Eligible Term 12/31/2022 |
|                     |            |            | Vacant    |                      |                    | Two-Year      | 1 /1 /2022     | 12/31/2023 (Vacant)      |

#### Park & Recreation Commission

|                                       |          |          |          |                                                 |                                 |            |                     |
|---------------------------------------|----------|----------|----------|-------------------------------------------------|---------------------------------|------------|---------------------|
| Land Commissioner or his/her designee | Sarah    | Carling  | At-Large |                                                 | Three-Year                      | 4 /12/2022 | 12/31/2024          |
|                                       | Kory     | Cease    |          |                                                 | Indefinite, but Reaffirm Yearly | 1 /1 /2018 | 12/31/2022          |
|                                       | Deanna   | Ensley   | #4       |                                                 | Three-Year                      | 1 /14/2020 | 12/31/2022          |
|                                       | Michelle | Heiker   |          | U.S. Forest Service (USFS)                      | Ex-Officio                      | 1 /1 /2004 | Ex-Officio          |
|                                       | Lynn     | Moratzka | At-Large |                                                 | Three-Year                      | 1 /1 /2021 | 12/31/2023          |
|                                       | Randy    | Nash     | #5       |                                                 | Three-Year                      | 1 /1 /2021 | 12/31/2023          |
|                                       | Thomas   | Nelson   | #2       |                                                 | Three-Year                      | 1 /1 /2020 | 12/31/2022          |
|                                       | Les      | Ollila   | At-Large |                                                 | Three-Year                      | 1 /1 /2020 | 12/31/2022          |
|                                       | Kacie    | Stanek   |          | Minnesota Department of Natural Resources (DNR) | Ex-Officio                      | 1 /1 /2021 | Ex-Officio          |
|                                       | Michelle | Toven    | At-Large |                                                 | Three-Year                      | 1 /1 /2020 | 12/31/2022          |
|                                       |          | Vacant   | #1       |                                                 | Three-Year                      | 1 /1 /2021 | 12/31/2023 (Vacant) |
|                                       |          | Vacant   | #3       |                                                 | Three-Year                      | 1 /1 /2022 | 12/31/2024 (Vacant) |

#### Personnel Board of Appeals

|      |          |            |            |                     |
|------|----------|------------|------------|---------------------|
| Joan | Hoeschen | Three-Year | 1 /1 /2020 | 12/31/2022          |
|      | Vacant   | Three-Year | 1 /1 /2022 | 12/31/2024 (Vacant) |
| Ed   | Zabinski | Three-Year | 1 /1 /2021 | 12/31/2023          |



| Committee Or Office                                     | Appointee | First Name  | Last Name | District Requirement | Representative For                              | Term                             | Effective Date | Expiration Date           |
|---------------------------------------------------------|-----------|-------------|-----------|----------------------|-------------------------------------------------|----------------------------------|----------------|---------------------------|
| <b>Planning Commission/Board of Adjustment (PC/BoA)</b> |           |             |           |                      |                                                 |                                  |                |                           |
| Attorney/Ex-Officio                                     | Matti     | Adam        |           |                      |                                                 | Indefinite, as long as elected   | 1 /1 /2019     | Elected Term 12/31/2022   |
| Advisory                                                | Andy      | Arens       |           |                      | Soil & Water Conservation District (SWCD)       | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
|                                                         | Michael   | Bellomy     | #2        |                      |                                                 | Three-Year                       | 1 /1 /2022     | 12/31/2024                |
|                                                         | Daniel    | Butterfield | #4        |                      |                                                 | Three-Year                       | 1 /1 /2021     | 12/31/2023                |
| Surveyor/Ex-Officio                                     | Guy       | Carlson     |           |                      |                                                 | Indefinite, but Reaffirm Yearly  | 8 /9 /2016     | 12/31/2022                |
| Advisory                                                | Candi     | Fuller      |           |                      | Natural Resource Conservation Service           | Indefinite, but Reaffirm Yearly  | 1 /1 /2020     | 12/31/2022                |
| Highway Engineer/Ex-Officio                             | Karin     | Grandia     |           |                      |                                                 | Indefinite, as long as appointed | 5 /23/1995     | Appointed Term 05/15/2026 |
|                                                         | Richard   | Kortekaas   | #1        |                      |                                                 | Three-Year                       | 1 /1 /2022     | 12/31/2024                |
|                                                         | Lisa      | Maasch      | #3        |                      |                                                 | Three-Year                       | 1 /1 /2021     | 12/31/2023                |
|                                                         | Mike      | Oja         | #5        |                      |                                                 | Three-Year                       | 1 /1 /2020     | 12/31/2022                |
| Advisory                                                | Rian      | Reed        |           |                      | Minnesota Department of Natural Resources (DNR) | Indefinite, but Reaffirm Yearly  | 1 /1 /2019     | 12/31/2022                |
| Environmental Services Administrator/Ex-Officio         | Dan       | Swenson     |           |                      |                                                 | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
| Advisory                                                |           | Vacant      |           |                      | U.S. Forest Service (USFS)                      | Indefinite, but Reaffirm Yearly  | 1 /1 /2022     | 12/31/2022 (Vacant)       |
| <b>Regional Railroad Authority</b>                      |           |             |           |                      |                                                 |                                  |                |                           |
| Full Board                                              | Ben       | DeNucci     |           |                      |                                                 | One-Year                         | 1 /1 /2022     | 12/31/2022                |
| Full Board                                              | Burl      | Ives        |           |                      |                                                 | One-Year                         | 1 /1 /2022     | 12/31/2022                |
| Full Board                                              | Terry     | Snyder      |           |                      |                                                 | One-Year                         | 1 /1 /2022     | 12/31/2022                |

| Committee Or Office                            | Appointee                        | First Name | Last Name  | District Requirement | Representative For | Term                             | Effective Date | Expiration Date           |
|------------------------------------------------|----------------------------------|------------|------------|----------------------|--------------------|----------------------------------|----------------|---------------------------|
|                                                | Full Board                       | Davin      | Tinquist   |                      |                    | One-Year                         | 1 /1 /2022     | 12/31/2022                |
|                                                | Full Board                       | Leo        | Trunt      |                      |                    | One-Year                         | 1 /1 /2022     | 12/31/2022                |
| <b>Regional Solid Waste Task Force (NEWAC)</b> |                                  |            |            |                      |                    |                                  |                |                           |
|                                                |                                  | Ben        | DeNucci    |                      |                    | Indefinite, as long as elected   | 2 /22/2011     | Elected Term 12/31/2022   |
|                                                |                                  | Leo        | Trunt      |                      |                    | Indefinite, as long as elected   | 2 /22/2011     | Elected Term 12/31/2022   |
| <b>Risk Management Commission</b>              |                                  |            |            |                      |                    |                                  |                |                           |
|                                                | Nursing Home Administrator       |            |            |                      |                    | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
|                                                | Attorney                         | Matti      | Adam       |                      |                    | Indefinite, as long as elected   | 1 /1 /2019     | Elected Term 12/31/2022   |
|                                                | Land Commissioner                | Kory       | Cease      |                      |                    | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
|                                                | Risk/Safety Manager              | Duane      | Dockter    |                      |                    | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
|                                                | County Engineer                  | Karin      | Grandia    |                      |                    | Indefinite, as long as appointed | 6 /10/2003     | Appointed Term 05/15/2026 |
|                                                | Human Resources Director         | Lynn       | Hart       |                      |                    | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
|                                                | Alternate                        | Burl       | Ives       |                      |                    | Indefinite, as long as elected   | 1 /1 /2017     | Elected Term 12/31/2024   |
|                                                | County Administrator             | Brett      | Skyles     |                      |                    | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
|                                                |                                  | Leo        | Trunt      |                      |                    | Indefinite, as long as elected   | 1 /1 /2021     | Elected Term 12/31/2022   |
|                                                | Health & Human Services Director | Eric       | Villeneuve |                      |                    | Indefinite, but Reaffirm Yearly  | 1 /1 /2018     | 12/31/2022                |
|                                                | Auditor/Treasurer                | Jeff       | Walker     |                      |                    | Indefinite, as long as elected   | 1 /1 /1986     | Elected Term 12/31/2022   |

| Committee Or Office                                                     | Appointee                      | First Name        | Last Name | District Requirement | Representative For | Term                            | Effective Date | Expiration Date          |
|-------------------------------------------------------------------------|--------------------------------|-------------------|-----------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
|                                                                         | Facilities Maintenance Manager | Randy             | Washburn  |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                         | County Sheriff                 | Victor (Vic)      | Williams  |                      |                    | Indefinite, as long as elected  | 8 /27/1996     | Elected Term 12/31/2022  |
| <b>Sheriff Civil Service Commission</b>                                 |                                |                   |           |                      |                    |                                 |                |                          |
|                                                                         |                                | Edward            | Bolf      |                      |                    | Three-Year                      | 1 /1 /2022     | 12/31/2024               |
|                                                                         |                                | Conley            | Janssen   |                      |                    | Three-Year                      | 1 /1 /2021     | 12/31/2023               |
|                                                                         |                                | John              | Johnson   |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
| <b>Step 3 Grievance Committee</b>                                       |                                |                   |           |                      |                    |                                 |                |                          |
|                                                                         |                                | Ben               | DeNucci   |                      | Commissioner       | Eligible Term                   | 1 /1 /2018     | Eligible Term 12/31/2022 |
|                                                                         | County Administrator           | Brett             | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                         |                                | Davin             | Tinquist  |                      | Commissioner       | Eligible Term                   | 8 /27/2013     | Eligible Term 12/31/2022 |
| <b>Tri-County Community Health Board</b>                                |                                |                   |           |                      |                    |                                 |                |                          |
|                                                                         | Alternate                      | Burl              | Ives      |                      |                    | Three-Year                      | 1 /1 /2022     | 12/31/2024               |
|                                                                         |                                | Elizabeth (Betsy) | Johnson   |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
|                                                                         |                                | Lester            | Kachinske |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
|                                                                         |                                | Leo               | Trunt     |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
| <b>Upper Mississippi Headwaters One Watershed/One Plan (UMHW 1W/1P)</b> |                                |                   |           |                      |                    |                                 |                |                          |
|                                                                         | Delegate                       | Davin             | Tinquist  |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Eligible Term 12/31/2022 |
|                                                                         | Alternate                      | Leo               | Trunt     |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Eligible Term 12/31/2022 |
| <b>Wastewater Management District</b>                                   |                                |                   |           |                      |                    |                                 |                |                          |
|                                                                         | Full Board                     | Ben               | DeNucci   |                      |                    | Indefinite, as long as elected  | 1 /1 /2018     | Elected Term 12/31/2022  |

| Committee Or Office | Appointee  | First Name | Last Name | District Requirement | Representative For | Term                           | Effective Date | Expiration Date         |
|---------------------|------------|------------|-----------|----------------------|--------------------|--------------------------------|----------------|-------------------------|
|                     | Full Board | Burl       | Ives      |                      |                    | Indefinite, as long as elected | 1 /1 /2017     | Elected Term 12/31/2024 |
|                     | Full Board | Terry      | Snyder    |                      |                    | Indefinite, as long as elected | 1 /1 /2013     | Elected Term 12/31/2024 |
|                     | Full Board | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected | 1 /1 /2011     | Elected Term 12/31/2022 |
|                     | Full Board | Leo        | Trunt     |                      |                    | Indefinite, as long as elected | 1 /1 /2011     | Elected Term 12/31/2022 |

#### Water Plan Implementation Committee (WPIC)

|  |         |             |          |                                                  |            |            |                     |
|--|---------|-------------|----------|--------------------------------------------------|------------|------------|---------------------|
|  | Daniel  | Butterfield |          | Planning Commission/Board of Adjustment (PC/BoA) | Three-Year | 1 /1 /2021 | 12/31/2023          |
|  | Harold  | Goetzman    |          | Itasca Lakes Coalition                           | Four-Year  | 1 /1 /2019 | 12/31/2022          |
|  | Norley  | Hansen      | At-Large |                                                  | Four-Year  | 1 /1 /2020 | 12/31/2023          |
|  | John    | Johnson     | #3       |                                                  | Four-Year  | 1 /1 /2020 | 12/31/2023          |
|  | Lester  | Kachinske   | #4       |                                                  | Four-Year  | 1 /1 /2022 | 12/31/2025          |
|  | Richard | Lacher      |          | Township Association                             | Four-Year  | 1 /1 /2020 | 12/31/2023          |
|  | Robert  | Lindahl     | #2       |                                                  | Four-Year  | 1 /1 /2020 | 12/31/2023          |
|  | Perry   | Loegering   |          | Conservation Groups                              | Four-Year  | 1 /1 /2020 | 12/31/2023          |
|  | Mike    | Oja         | #5       |                                                  | Four-Year  | 1 /1 /2022 | 12/31/2025          |
|  | Calvin  | Saari       |          | Soil & Water Conservation District (SWCD)        | Four-Year  | 1 /1 /2022 | 12/31/2025          |
|  |         | Vacant      | #1       |                                                  | Four-Year  | 1 /1 /2019 | 12/31/2022 (Vacant) |
|  |         | Vacant      | At-Large |                                                  | Four-Year  | 1 /1 /2020 | 12/31/2023 (Vacant) |

#### Western Mesabi Mine Planning Board (WMMPB)

|                                       |      |       |  |  |               |            |                          |
|---------------------------------------|------|-------|--|--|---------------|------------|--------------------------|
| Land Commissioner or his/her designee | Kory | Cease |  |  | Eligible Term | 3 /13/2018 | Eligible Term 12/31/2022 |
|---------------------------------------|------|-------|--|--|---------------|------------|--------------------------|

| Committee Or Office             | Appointee        | First Name | Last Name | District Requirement | Representative For | Term                             | Effective Date | Expiration Date           |
|---------------------------------|------------------|------------|-----------|----------------------|--------------------|----------------------------------|----------------|---------------------------|
|                                 |                  | Leo        | Trunt     |                      |                    | Eligible Term                    | 1 /1 /2015     | Eligible Term 12/31/2022  |
| <b>Wetland Appeals Board</b>    |                  |            |           |                      |                    |                                  |                |                           |
|                                 |                  | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected   | 1 /1 /2011     | Elected Term 12/31/2022   |
|                                 |                  | Leo        | Trunt     |                      |                    | Indefinite, as long as elected   | 1 /1 /2011     | Elected Term 12/31/2022   |
| <b>Wetland Evaluation Panel</b> |                  |            |           |                      |                    |                                  |                |                           |
|                                 | Highway Engineer | Karin      | Grandia   |                      |                    | Indefinite, as long as appointed | 6 /8 /1993     | Appointed Term 05/15/2026 |

# In-House Appointments

Tuesday, December 13, 2022

| Committee Or Office                                        | Appointee | First Name | Last Name | District Requirement | RepresentativeF or | Term                           | Effective Date | Expiration Date            |
|------------------------------------------------------------|-----------|------------|-----------|----------------------|--------------------|--------------------------------|----------------|----------------------------|
| <b>AEOA Board of Directors</b>                             |           |            |           |                      |                    |                                |                |                            |
|                                                            |           | Ben        | DeNucci   |                      |                    | Five-Year                      | 1 /1 /2019     | Elected Term<br>12/31/2022 |
| <b>AMC District II General Government Policy Committee</b> |           |            |           |                      |                    |                                |                |                            |
|                                                            |           | Leo        | Trunt     |                      |                    | Indefinite, as long as elected | 1 /1 /2019     | Elected Term<br>12/31/2022 |
| <b>AMC District II Public Safety Policy Committee</b>      |           |            |           |                      |                    |                                |                |                            |
|                                                            |           | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected | 1 /1 /2019     | Elected Term<br>12/31/2022 |
| <b>AMC District II Transportation Policy Committee</b>     |           |            |           |                      |                    |                                |                |                            |
|                                                            |           | Ben        | DeNucci   |                      |                    | Indefinite, as long as elected | 1 /1 /2019     | Elected Term<br>12/31/2022 |
| <b>Americans with Disabilities Act Coordinator</b>         |           |            |           |                      |                    |                                |                |                            |
| County Administrator                                       |           | Brett      | Skyles    |                      |                    | Indefinite                     | 9 /22/1992     | Indefinite                 |
| <b>Arrowhead Counties Association (ACA)</b>                |           |            |           |                      |                    |                                |                |                            |
| Alternate                                                  |           | Burl       | Ives      |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |
| Full Board                                                 |           | Leo        | Trunt     |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |
| <b>Association of Minnesota Counties (AMC)</b>             |           |            |           |                      |                    |                                |                |                            |
| Auditor/Treasurer                                          |           | Jeff       | Walker    |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |
| County Administrator                                       |           | Brett      | Skyles    |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |
| Full Board                                                 |           | Ben        | DeNucci   |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |
| Full Board                                                 |           | Burl       | Ives      |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |
| Full Board                                                 |           | Terry      | Snyder    |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |
| Full Board                                                 |           | Davin      | Tinquist  |                      |                    | One-Year                       | 1 /1 /2022     | 12/31/2022                 |

| Committee Or Office                                             | Appointee                        | First Name | Last Name  | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date          |
|-----------------------------------------------------------------|----------------------------------|------------|------------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
|                                                                 | Full Board                       | Leo        | Trunt      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                                 | Health & Human Services Director | Eric       | Villeneuve |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Bigfork Airport Zoning Board (Joint)</b>                     |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 |                                  | Michael    | Bellomy    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022               |
|                                                                 |                                  | Dan        | Swenson    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022               |
| <b>Bigfork River Board</b>                                      |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 |                                  | Davin      | Tinquist   | #1                   |                    | Indefinite                      | 1 /1 /2015     | Eligible Term 12/31/2022 |
| <b>Blackduck EMS Special Taxing District Board of Directors</b> |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 | #1 Commissioner                  | Davin      | Tinquist   |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
| <b>Board Parliamentarian</b>                                    |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 | County Administrator             | Brett      | Skyles     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
| <b>Children's Justice Initiative (CJI)</b>                      |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 | Chair                            | Terry      | Snyder     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Classification Committee - Ownership Management of Lands</b> |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                 | Full Board                       | Ben        | DeNucci    |                      |                    | Indefinite, as long as elected  | 9 /28/2004     | Elected Term 12/31/2022  |
|                                                                 | Full Board                       | Davin      | Tinquist   |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
|                                                                 | Full Board                       | Leo        | Trunt      |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
|                                                                 | Land Commissioner                | Kory       | Cease      |                      |                    | Indefinite; Ex-Officio          | 9 /24/2002     | Indefinite; Ex-Officio   |

| Committee Or Office                                     | Appointee                                                        | First Name   | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date             |
|---------------------------------------------------------|------------------------------------------------------------------|--------------|-----------|----------------------|--------------------|---------------------------------|----------------|-----------------------------|
| <b>Coroner</b>                                          |                                                                  |              |           |                      |                    |                                 |                |                             |
|                                                         |                                                                  | Michael      | Baich     |                      |                    | Four-Year                       | 1 /1 /2019     | 12/31/2022                  |
| <b>Emergency Food and Shelter Program Board</b>         |                                                                  |              |           |                      |                    |                                 |                |                             |
|                                                         | Chair                                                            | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
| <b>Emergency Management Director</b>                    |                                                                  |              |           |                      |                    |                                 |                |                             |
|                                                         | Sheriff                                                          | Victor (Vic) | Williams  |                      |                    | Indefinite                      | 1 /1 /2015     | Elected Term<br>12/31/2022  |
| <b>Emergency Management Director - Deputy</b>           |                                                                  |              |           |                      |                    |                                 |                |                             |
|                                                         | Chair                                                            | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
| <b>Extension Committee</b>                              |                                                                  |              |           |                      |                    |                                 |                |                             |
|                                                         |                                                                  | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
|                                                         | Auditor/Treasurer                                                | Jeff         | Walker    |                      |                    | Indefinite, as long as elected  |                | Elected Term<br>12/31/2022  |
|                                                         | Chair or his/her delegate                                        | Davin        | Tinquist  |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022                  |
| <b>Fairgrounds Park Committee</b>                       |                                                                  |              |           |                      |                    |                                 |                |                             |
|                                                         |                                                                  | Leo          | Trunt     | #3                   |                    | Indefinite                      | 2 /24/2015     | Eligible Term<br>12/31/2022 |
|                                                         | County Administrator                                             | Brett        | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
|                                                         | Land Commissioner/Park & Recreation Director or her/her designee | Kory         | Cease     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |
| <b>Grand Rapids/Itasca County Cooperating Committee</b> |                                                                  |              |           |                      |                    |                                 |                |                             |
|                                                         | #3 Commissioner                                                  | Leo          | Trunt     |                      |                    | Indefinite, as long as elected  | 1 /1 /2013     | Elected Term<br>12/31/2022  |
|                                                         | County Administrator                                             | Brett        | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022                  |



| Committee Or Office                                           | Appointee                          | First Name   | Last Name | District Requirement | RepresentativeF or                             | Term                            | Effective Date | Expiration Date         |
|---------------------------------------------------------------|------------------------------------|--------------|-----------|----------------------|------------------------------------------------|---------------------------------|----------------|-------------------------|
| <b>Highway 169 Cross Range Study Advisory Committee (SAC)</b> |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               |                                    | Ben          | DeNucci   |                      |                                                | Indefinite, as long as elected  | 7 /5 /2022     | Elected Term 12/31/2022 |
|                                                               |                                    | Leo          | Trunt     |                      |                                                | Indefinite, as long as elected  | 7 /5 /2022     | Elected Term 12/31/2022 |
| <b>Indian Affairs Task Force (IATF)</b>                       |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               | Alternate/District #1 Commissioner | Davin        | Tinquist  | #1                   |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                               | Chair                              | Terry        | Snyder    |                      |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                               | Vice-Chair                         | Leo          | Trunt     |                      |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Itasca Community College General Advisory Committee</b>    |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               |                                    | Lynn         | Hart      |                      |                                                | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
| <b>Itasca Waters</b>                                          |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               |                                    | Davin        | Tinquist  |                      |                                                | Indefinite, as long as elected  | 1 /1 /2014     | Elected Term 12/31/2022 |
| <b>Joint School/Public Library (Nashwauk)</b>                 |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               | #5 Commissioner                    | Ben          | DeNucci   |                      | Commissioners/Unorganized Township in ISD #319 | Indefinite, as long as elected  | 1 /1 /1999     | Elected Term 12/31/2022 |
| <b>Laurentian RC&amp;D Council</b>                            |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               |                                    | Ben          | DeNucci   |                      |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                               | Alternate/Vice-Chair               | Terry        | Snyder    |                      |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Law Library Board</b>                                      |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               | Chair                              | Terry        | Snyder    |                      |                                                | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Mine/Safety Inspector</b>                                  |                                    |              |           |                      |                                                |                                 |                |                         |
|                                                               | Emergency Management Director      | Victor (Vic) | Williams  |                      |                                                | Indefinite, as long as elected  | 1 /1 /2014     | Elected Term 12/31/2022 |

| Committee Or Office                                                  | Appointee                             | First Name | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date         |
|----------------------------------------------------------------------|---------------------------------------|------------|-----------|----------------------|--------------------|---------------------------------|----------------|-------------------------|
| <b>Minnesota Counties Intergovernmental Trust (MCIT)</b>             |                                       |            |           |                      |                    |                                 |                |                         |
|                                                                      | Auditor/Treasurer (Alternate)         | Jeff       | Walker    |                      |                    | Indefinite, as long as elected  | 1 /1 /2007     | Elected Term 12/31/2022 |
|                                                                      | Chair                                 | Terry      | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Minnesota Forest Resources Partnership (MFRP)</b>                 |                                       |            |           |                      |                    |                                 |                |                         |
|                                                                      |                                       | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022 |
|                                                                      | Land Commissioner or his/her designee | Kory       | Cease     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
| <b>Mississippi Headwaters Advisory Committee</b>                     |                                       |            |           |                      |                    |                                 |                |                         |
|                                                                      |                                       | Dan        | Swenson   |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
| <b>Mississippi Headwaters Board</b>                                  |                                       |            |           |                      |                    |                                 |                |                         |
|                                                                      |                                       | Davin      | Tinquist  |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
|                                                                      | 1st Alternate                         | Terry      | Snyder    |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
|                                                                      | 2nd Alternate                         | Burl       | Ives      |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
| <b>MN Counties Information System Board</b>                          |                                       |            |           |                      |                    |                                 |                |                         |
|                                                                      | Auditor/Treasurer (Alternate)         | Jeff       | Walker    |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
|                                                                      | County Assessor                       | Amber      | Peratalo  |                      |                    | Two-Year                        | 1 /1 /2021     | 12/31/2022              |
| <b>NE MN Office of Job Training</b>                                  |                                       |            |           |                      |                    |                                 |                |                         |
|                                                                      |                                       | Burl       | Ives      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                                      | Alternate                             | Ben        | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Northeast Minnesota Area Transportation Partnership (NEMNATP)</b> |                                       |            |           |                      |                    |                                 |                |                         |
|                                                                      |                                       | Davin      | Tinquist  |                      |                    | Indefinite, but Reaffirm Yearly | 2 /13/2018     | 12/31/2022              |
|                                                                      | Alternate                             | Ben        | DeNucci   |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2021     | 12/31/2022              |

| Committee Or Office                                           | Appointee                             | First Name   | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date          |
|---------------------------------------------------------------|---------------------------------------|--------------|-----------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
| <b>Northeast Minnesota Emergency Communications Board</b>     |                                       |              |           |                      |                    |                                 |                |                          |
|                                                               |                                       | Davin        | Tinquist  |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
|                                                               | 1st Alternate/Sheriff                 | Victor (Vic) | Williams  |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
| <b>Northeast Minnesota HOME Consortium Joint Powers Board</b> |                                       |              |           |                      |                    |                                 |                |                          |
|                                                               |                                       | Ben          | DeNucci   |                      |                    | Indefinite, as long as elected  | 1 /26/1999     | Elected Term 12/31/2022  |
|                                                               | KOOTASCA Housing & Energy Director    |              |           |                      |                    | Indefinite                      | 1 /28/1992     | Indefinite               |
| <b>Northern Counties Land Use Coordinating Board (NCLUCB)</b> |                                       |              |           |                      |                    |                                 |                |                          |
|                                                               | Alternate                             | Ben          | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
|                                                               | Chair or his/her delegate             | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022               |
| <b>Noxious Weed Appeal Committee</b>                          |                                       |              |           |                      |                    |                                 |                |                          |
|                                                               |                                       | Leo          | Trunt     |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |
|                                                               |                                       |              | Vacant    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2022     | 12/31/2022 (Vacant)      |
| <b>Nursing Home Board</b>                                     |                                       |              |           |                      |                    |                                 |                |                          |
|                                                               | Full Board                            | Ben          | DeNucci   |                      |                    | Eligible Term                   | 10/28/1990     | Eligible Term 12/31/2022 |
|                                                               | Full Board                            | Davin        | Tinquist  |                      |                    | Eligible Term                   | 1 /1 /2011     | Eligible Term 12/31/2022 |
|                                                               | Full Board                            | Leo          | Trunt     |                      |                    | Eligible Term                   | 1 /1 /2011     | Eligible Term 12/31/2022 |
| <b>Park &amp; Recreation Commission</b>                       |                                       |              |           |                      |                    |                                 |                |                          |
|                                                               | Land Commissioner or his/her designee | Kory         | Cease     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |

| Committee Or Office                                     | Appointee                                       | First Name   | Last Name | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date         |
|---------------------------------------------------------|-------------------------------------------------|--------------|-----------|----------------------|--------------------|---------------------------------|----------------|-------------------------|
| <b>Planning Commission/Board of Adjustment (PC/BoA)</b> |                                                 |              |           |                      |                    |                                 |                |                         |
|                                                         | Attorney/Ex-Officio                             | Matti        | Adam      |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Elected Term 12/31/2022 |
|                                                         | Environmental Services Administrator/Ex-Officio | Dan          | Swenson   |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
|                                                         | Surveyor/Ex-Officio                             | Guy          | Carlson   |                      |                    | Indefinite, but Reaffirm Yearly | 8 /9 /2016     | 12/31/2022              |
| <b>Regional Railroad Authority</b>                      |                                                 |              |           |                      |                    |                                 |                |                         |
|                                                         | Full Board                                      | Ben          | DeNucci   |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                         | Full Board                                      | Burl         | Ives      |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                         | Full Board                                      | Terry        | Snyder    |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                         | Full Board                                      | Davin        | Tinquist  |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
|                                                         | Full Board                                      | Leo          | Trunt     |                      |                    | One-Year                        | 1 /1 /2022     | 12/31/2022              |
| <b>Regional Solid Waste Task Force (NEWAC)</b>          |                                                 |              |           |                      |                    |                                 |                |                         |
|                                                         |                                                 | Ben          | DeNucci   |                      |                    | Indefinite, as long as elected  | 2 /22/2011     | Elected Term 12/31/2022 |
|                                                         |                                                 | Leo          | Trunt     |                      |                    | Indefinite, as long as elected  | 2 /22/2011     | Elected Term 12/31/2022 |
| <b>Risk Management Commission</b>                       |                                                 |              |           |                      |                    |                                 |                |                         |
|                                                         |                                                 | Leo          | Trunt     |                      |                    | Indefinite, as long as elected  | 1 /1 /2021     | Elected Term 12/31/2022 |
|                                                         | Attorney                                        | Matti        | Adam      |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Elected Term 12/31/2022 |
|                                                         | Auditor/Treasurer                               | Jeff         | Walker    |                      |                    | Indefinite, as long as elected  | 1 /1 /1986     | Elected Term 12/31/2022 |
|                                                         | County Administrator                            | Brett        | Skyles    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022              |
|                                                         | County Sheriff                                  | Victor (Vic) | Williams  |                      |                    | Indefinite, as long as elected  | 8 /27/1996     | Elected Term 12/31/2022 |

| Committee Or Office                                                     | Appointee                        | First Name | Last Name  | District Requirement | RepresentativeF or | Term                            | Effective Date | Expiration Date          |
|-------------------------------------------------------------------------|----------------------------------|------------|------------|----------------------|--------------------|---------------------------------|----------------|--------------------------|
|                                                                         | Facilities Maintenance Manager   | Randy      | Washburn   |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                         | Health & Human Services Director | Eric       | Villeneuve |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                         | Human Resources Director         | Lynn       | Hart       |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                         | Land Commissioner                | Kory       | Cease      |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                         | Nursing Home Administrator       |            |            |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
|                                                                         | Risk/Safety Manager              | Duane      | Dockter    |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
| <b>Step 3 Grievance Committee</b>                                       |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                         |                                  | Ben        | DeNucci    |                      | Commissioner       | Eligible Term                   | 1 /1 /2018     | Eligible Term 12/31/2022 |
|                                                                         |                                  | Davin      | Tinquist   |                      | Commissioner       | Eligible Term                   | 8 /27/2013     | Eligible Term 12/31/2022 |
|                                                                         | County Administrator             | Brett      | Skyles     |                      |                    | Indefinite, but Reaffirm Yearly | 1 /1 /2018     | 12/31/2022               |
| <b>Tri-County Community Health Board</b>                                |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                         |                                  | Leo        | Trunt      |                      |                    | Three-Year                      | 1 /1 /2020     | 12/31/2022               |
| <b>Upper Mississippi Headwaters One Watershed/One Plan (UMHW 1W/1P)</b> |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                         | Alternate                        | Leo        | Trunt      |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Eligible Term 12/31/2022 |
|                                                                         | Delegate                         | Davin      | Tinquist   |                      |                    | Indefinite, as long as elected  | 1 /1 /2019     | Eligible Term 12/31/2022 |
| <b>Wastewater Management District</b>                                   |                                  |            |            |                      |                    |                                 |                |                          |
|                                                                         | Full Board                       | Ben        | DeNucci    |                      |                    | Indefinite, as long as elected  | 1 /1 /2018     | Elected Term 12/31/2022  |
|                                                                         | Full Board                       | Davin      | Tinquist   |                      |                    | Indefinite, as long as elected  | 1 /1 /2011     | Elected Term 12/31/2022  |

| Committee Or Office                               | Appointee                             | First Name | Last Name | District Requirement | RepresentativeF or | Term                           | Effective Date | Expiration Date          |
|---------------------------------------------------|---------------------------------------|------------|-----------|----------------------|--------------------|--------------------------------|----------------|--------------------------|
|                                                   | Full Board                            | Leo        | Trunt     |                      |                    | Indefinite, as long as elected | 1 /1 /2011     | Elected Term 12/31/2022  |
| <b>Western Mesabi Mine Planning Board (WMMPB)</b> |                                       |            |           |                      |                    |                                |                |                          |
|                                                   |                                       | Leo        | Trunt     |                      |                    | Eligible Term                  | 1 /1 /2015     | Eligible Term 12/31/2022 |
|                                                   | Land Commissioner or his/her designee | Kory       | Cease     |                      |                    | Eligible Term                  | 3 /13/2018     | Eligible Term 12/31/2022 |
| <b>Wetland Appeals Board</b>                      |                                       |            |           |                      |                    |                                |                |                          |
|                                                   |                                       | Davin      | Tinquist  |                      |                    | Indefinite, as long as elected | 1 /1 /2011     | Elected Term 12/31/2022  |
|                                                   |                                       | Leo        | Trunt     |                      |                    | Indefinite, as long as elected | 1 /1 /2011     | Elected Term 12/31/2022  |